

**CONTRACT AGREEMENT
BETWEEN THE
VICTOR VALLEY UNION HIGH SCHOOL DISTRICT**



**AND
LOCAL CHAPTER NO. 243
OF THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
FOR THE PERIOD JULY 1, 2015 THROUGH JUNE 30, 2018**

**Or
RATIFICATION OF THE NEXT SUCCESSOR CONTRACT**


CSEA Ratification – May 11, 2016

Board Ratification – June 1, 2016

CONTRACT AGREEMENT
BETWEEN
VICTOR VALLEY UNION HIGH SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #243

This agreement is made and entered into by Victor Valley Union High School District (hereinafter referred to as "District") and the California School Employees Association and its Victor Valley Union High School District Chapter #243 (hereinafter referred to as "Association"). This Agreement shall apply to all Bargaining Unit Members whether full-time or part-time. This agreement is subject to approval from the Board of Trustees and ratification by CSEA Chapter #243.

FOR THE DISTRICT:


7/11/16
Brian Hawkins, Asst. Supt. Business

District Negotiation Team:

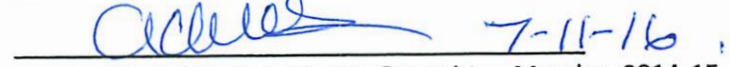
Daryl Bell, Director Human Resources;
Lauri Brown, Director Fiscal Services;
Jerry Crawford, Director
Transportation; Sandi Jensen, Manager
Enrollment and Attendance

FOR CSEA CHAPTER #243:

David Wes Gregg, CSEA Chapter 243, President


7/11/16
Lupi Johnson, CSEA Chapter 243; 1st Vice President

Robert Brooks, CSEA Negot. Committee Member 2014-15


7-11-16
Adriana Gonzalez, CSEA Negot. Committee Member 2014-15

Tony Lopez, CSEA Negot. Committee Member 2014-15


Rebecca McNeese, CSEA Negot. Committee Member 2014-15


Mark Steiner, CSEA Negot. Committee Member 2014-15


7/11/16
Stephanie Felix, CSEA Negot Committee Chair 2016-17


7/11/16
Lisa Caraway, CSEA Negot. Member 2016-17

Barbara Mooney, CSEA Negot. Member 2016-17


7/20/16
Rick Ochoa, CSEA Negot. Member 2016-17


7/19/16
Allan Poohar, CSEA Negot. Member 2016-17


7/11/16
Michelle Bell, CSEA Labor Relations Representative

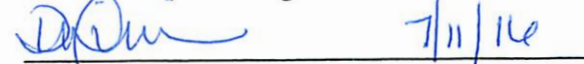

7/11/16
Danika Williams, CSEA Negot. Member 2016-17

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ARTICLE I – RECOGNITION

- 1.1 Recognition:** The District confirms its recognition of the California School Employees Association and its Victor Valley Union High School District Chapter #243 (hereinafter “Association”) as the exclusive representative for the Classified Bargaining Unit as described herein.
- 1.2 Exclusions:** Following are those classified positions, which shall be excluded from the Classified Bargaining Unit:
- 1.2.1 Confidential:** It is agreed that the following positions shall be designated confidential:
Executive Assistant (3)
Assistant to the Superintendent
- 1.2.2 Supervisory:** It is agreed that the following positions shall be designated supervisory:
Accounting Supervisor
Building Maintenance Supervisor
District Operations Supervisor
Food Services Supervisor I & II
- 1.2.3 Classified Management:** It is agreed that the following positions shall be designated classified management:
Assistant Director of Facilities
Assistant Superintendent – Business Services
Director of Classified Personnel Services
Director of Facilities
Director of Fiscal Services
Director of Food Services
Director of Purchasing
Director of Transportation Services
Director of Computer Information Systems
Manager, Enrollment and Attendance
Risk Manager
- 1.3 Inclusions:** All other classified positions not specifically excluded in Section 1.2 herein above, or classified positions designated as management, shall be included in the bargaining unit.
- 1.4 New Classifications:** The District agrees that if subsequent to this Agreement it plans to create any new classifications, it shall notify the Association of its plans, describe the classification(s) including proposed job title, job description, salary ranges, and the designation of the classification if included or excluded from the Bargaining Unit.
- 1.4.1 Job Description:** Every employee is entitled to a copy of the Classification Specification and Job Description covering his/her position and a complete set shall be provided to the Association.
- 1.4.2 Changes in Job Duties:** Any change in the current job duties which are within the scope of representation as defined by Government Code section 3543.2 shall first be negotiated with the Association, and a copy given to the affected employee(s). However, in the event the District requires an employee to work out of class, the provisions of section 7.6 (Working Out of Class) of this agreement shall apply.

1.4.2.1 Process for Negotiating Changes in Job Duties: In the event the District wishes to make changes in a bargaining unit position, it will notify CSEA in writing of the proposed changes.

District will notify CSEA in writing of the proposed changes. CSEA will have 10 days to submit to the District. Upon receipt from CSEA to negotiate the District and CSEA will confer within 5 days to schedule negotiations. In the event CSEA does not submit a request to negotiate, the District may implement the proposed changes in job duties. District will concurrently notify employee in writing. All of the above written notifications will be acknowledged with a signature.

ARTICLE II - DISTRICT RIGHTS

2.1 Powers and Authorities: It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the method and means of providing them; establish its education policies, goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budgetary procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work in accordance with the Education Code.

The District retains the right to hire, classify, assign, evaluate, promote, demote, suspend, terminate and discipline employees; the ability to change work area on site, but not alter the employee's start and end time. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and direction in connection therewith shall be limited by the specific and express terms of the Agreement, and then to the extent such specific and express terms are in conformance with law, merit system rules and current Association contract.

2.2 Emergency: The District retains its right to rescind policies and practices referred to in this agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board of Trustees, or its authorized Agent(s), in accordance with terms and conditions contained herein.

ARTICLE III - ASSOCIATION RIGHTS

3.1 Right of Access: Authorized representatives of the Association have the right of access to areas in which Bargaining Unit Members work, during lunch periods and rest periods subject to District regulations. The local Field Representative of the Association, and local Chapter Representative or designee may transact Association business with Bargaining Unit Members at reasonable times during working hours with advanced permission from the site administrator. It is the intent of this article not to interfere with the instructional day.

3.2 Use of District Facilities: The Association shall have the right to use: institutional bulletin boards; mail boxes and the school mail system; District phones and fax machines (excluding toll calls); copy machines; typewriters; access to electronic devices and technology, i.e. computers; institutional facilities and buildings. Such use shall not impair the operation of the District nor shall the District bear any costs in connection therewith.

- 3.3 Budget Materials:** The Association shall receive a copy of any budget materials submitted to the Governing Board.
- 3.4 Paid Release Time:** Paid release time is defined as time utilized for the purposes of conducting or participating in CSEA business during the individual's normal duty time. Release time for CSEA business will be provided as listed in this article and all subsections of this article. Days granted the association under this section shall not be accruable from year to year.
- 3.4.1 Release Time for CSEA Business:** The Chapter President shall be-allotted 500 hours release time per calendar year to conduct CSEA business as listed in Article 3.4 which will also include engendering communications by and between the Classified Bargaining Unit members and the District.
- 3.4.1.1 The District will pay the substitute cost (if required) for filling the Chapter President's position for each day of paid release.
 - 3.4.1.2 To promote consistency in District operations affected by the President's absence for Association business, the same substitute employee shall be employed, when feasible on a priority basis.
 - 3.4.1.3 Insofar as possible, a minimum of three (3) working days advanced notice will be provided by the Chapter President to his/her immediate supervisor and District designated representative in writing or electronically. The Superintendent or District designated representative will approve the use of release time taken by the President with less than three (3) working days' notice.
 - 3.4.1.4 The Chapter President may distribute the allotted release time to Chapter Officers, and Appointed Designee's for CSEA business as needed, provided that the three (3) day notification is provided to the Appointed Designee's supervisor for authorization and to the District designated representative for accounting purposes.
 - 3.4.1.5 The Chapter President may distribute the allotted release time to enable members to attend conferences and workshops, other than the CSEA State Annual Conference.
 - 3.4.1.6 CSEA shall have the right to release time to allow for site balloting of its membership. The number of tellers and the time required to perform this duty shall be determined by CSEA.
 - 3.4.1.7 If the President or designee meets at the District's request, the time will not be deducted from the total referenced in this section.
 - 3.4.1.8 Release time for Grievance Investigation: If the President designates himself/herself an "Association Representative" for the purposes of Section 11.5.1 of this Agreement, time spent by the President investigating grievances during working hours shall be taken from the 500 hours described herein.
- 3.4.2 Release Time for State Conferences:** CSEA shall have the right to release time for chapter delegates to attend the CSEA Annual Conferences up to the allowable number of delegates as listed in the CSEA State Association Constitution Bylaws. Five (5) days written notice will be given to the Superintendent or District designated representative prior to paid release time for any workshops and/or conferences.

3.4.3 Release Time for Negotiations: A team of not more than seven (7) employees (Negotiation Team) shall be released from duty for time spent in negotiations, as well as one hour of release time for pre- and one hour for post-negotiations meetings among themselves and/or with the CSEA Labor Relations Representative.

3.4.4 Notification of Representatives: By February 1st Annually CSEA will provide the District Superintendent and/or District designated representative with a list of Executive Board Elected Officers, Association Representatives (Union Stewards), Negotiation Team and Appointed Designee's. In the event of changes in representatives CSEA will update the list on file with the District.

3.5 Distribution of Contract: Within Forty-five (45) days after this contract is ratified, the District shall provide to each Bargaining Unit Member a copy of this Agreement.

3.6 Postings, Agendas and Notices: A copy of all Governing Board and Personnel Commission meeting agenda(s) and all job opening notices shall be sent to the Association President and each site representative; such agendas and notices shall be posted by each site representative at work locations agreed to by the Association and the District.

3.7 New Bargaining Unit Member Packet: The District shall provide all newly hired Bargaining Unit Members a "New Employee Packet" which shall contain the following:

- A) Copy of this Agreement
- B) Benefits packet
- C) Bargaining Unit Member's Job Description
- D) Notice of Assignment (NOA)*, which shall include:
 - 1. Employee Name
 - 2. Hire Date
 - 3. Assigned work year, scheduled work hours and non-duty days where applicable
 - 4. Class title
 - 5. Range/Steps
 - 6. Salary: Hourly, Overtime, Annual rates
 - 7. Anniversary Date
- E) School Calendar
- F) Association Membership packet as supplied by the Association
- G) Name of immediate supervisor and Evaluator

*Subsequent Notice of Assignments shall be provided in the event of a change in salary, classification, or assigned work year.

3.7.1 New Bargaining Unit Member Orientation: Prior to any new member orientation the Association President or designee will be invited to be present to discuss the benefits of CSEA membership.

3.8 Seniority Lists: As requested by the CSEA President or designee, the District shall update the seniority list and provide such list to the Association President.

ARTICLE IV - BARGAINING UNIT MEMBER RIGHTS

- 4.1 Personnel/Confidential Files:** Bargaining Unit Members shall have both an Official Personnel file and a Confidential file which shall be kept at the Classified Personnel Office at all times. Unit Members shall have the right to inspect their files upon request, provided the request is made at a time when such person is not actually required to render services to the District.
- 4.1.1 Right to Inspect:** Bargaining Unit Members shall have the right to inspect both their personnel and confidential files, after an appointment has been made with the Director of Classified Personnel or his/her designee.
- 4.1.2 Derogatory Information:** Information of a derogatory nature shall not be entered or filed unless and until the affected Bargaining Unit Member is given ten (10) working days notice in writing of such material being filed. A Bargaining Unit Member shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Review and response of derogatory material shall take place during normal business hours, and the Bargaining Unit Member shall be released from duty for the purpose of reviewing and responding without any loss of salary or benefits. Nothing in this section shall be construed as to prevent the affected Bargaining Unit Member from entering and having attached to any derogatory material a response after the ten (10) day period provided herein. (Education Code 44031)
- Any material of a derogatory nature contained in a personnel file shall be signed by the preparer and the employee in question. If the employee refuses to sign the document his or her refusal shall be noted on the document. In the event material of a derogatory nature is found, upon inspection of a personnel file, which has not been signed by the employee or does not include a notation that the employee refused to sign the material, then the material shall be removed from the file immediately.
- 4.1.3 Right to Enter Materials:** Bargaining Unit Members shall have the right to enter into their own personnel file any material which may have an effect upon their employment. There shall be no limitation of time in which such material may be entered. The District retains its right to refuse any material from being entered if it is shown that such material does not have an effect upon the person's employment, or if filing of such material would be an unreasonable burden to store in a personnel file.
- 4.1.4 Right to Photocopies:** One photocopy of any derogatory material placed into a Unit Member's personnel file shall be provided to the Bargaining Unit Member or his/her designee. Photocopies of legally obtainable portions of the Bargaining Unit Member's personnel file shall be made available to the Bargaining Unit Member or his/her designee, upon written request. A rate of ten cents (\$.10) per copy may be charged to the Unit Member.
- 4.1.5 Signing and Dating Materials:** Any and all materials placed into the Bargaining Unit Member's personnel file shall be signed and dated by the supervisor entering such material.
- 4.2 Instructional/Special Education Assistant:** No instructional/special education assistant shall be required to perform any medical procedure on a student unless they have been trained to perform the procedure(s). Such training shall be in accordance with State Department of Education procedures.

4.3 Becoming a Bargaining Unit Member after 87 Days: Any person employed in the same vacant position with the District for a period of 87 consecutive paid status days, shall be deemed a Bargaining Unit Member subject to a 130 paid status days probationary period (excluding extended sick leave of 20 or more consecutive work days).

The following does not constitute a break in consecutive days: Fall breaks, Christmas breaks, Spring breaks, staff development days, holidays, or non-student days.

This section shall not apply to an employee who is filling a position of a classified employee who is on leave or provisional appointment. (See Appendix D, Personnel Commission Rule 70.2)

4.3.1 Probationary Period: Upon completion of 130 paid status days, (excluding extended sick leave of 20 or more consecutive work days). Bargaining Unit Members shall be deemed permanent classified employees. Fall, Christmas, and Spring breaks will count toward the probationary period.

ARTICLE V - WORK YEAR, HOURS, OVERTIME AND EXTRA WORK

5.1 Work Year: Bargaining Unit Member's work year will be determined by site and classification. For the purpose of assignments and payroll, all employees will be considered in one of the following:
Exclusion Assignments: (Non Student days based on student calendar)

With Exclusion Assignments:

- 199 days
- 200 days
- 202 days
- 204 days

Non-exclusion Assignments:

- 218 days
- 223 days
- 228 days
- 234 days
- 239 days
- 245 days
- 250 days
- 256 days
- 261 days

5.1.1 Salary Calculation: Hourly rate x hours per day x paid days per year = annual salary. Annual salary divided by the equal number of payments equals base monthly salary. If longevity is applicable, base monthly salary x longevity percentage. Paid days per assignment includes the regular assignments, holidays, vacation days used for exclusionary days, plus any used vacation days to increase annual salary.

With any change in salary, there will be an adjustment month, which may increase or decrease pay in the first payroll month in the new position.

5.1.2 Work Year Extension (Employees whose work year is less than 261 days):

Those Bargaining Unit Members, who wish to use all or part of their vacation allotment for purposes of increasing their annual salary compensation, shall notify the District in writing, no later than June 1 of each year of the number of vacation days they wish to add to their annual salary for the following year. Those vacation days that the employee chooses to use in order to extend their work year becomes part of their annual salary and are no longer available for use by the employee.

5.1.3 Staff Development: The District will provide, at a minimum, one day of staff development per job classification annually in addition to legally mandated training. The training will be conducted during the employee's work calendar. Additionally, any time spent participating in staff development will be an hour for hour credit against the employee's workday on the day of the training only. Any additional training outside of the employee's work year will be paid at the bargaining unit member's hourly rate and based on availability of funding as determined by the District.

5.2 Hours: An assigned work week shall consist of not more than five (5) consecutive days and forty (40) hours per week; the regular work day shall not exceed eight (8) hours exclusive of lunch.

5.2.1 Lunch Periods: All Bargaining Unit Members who work a minimum of four (4) consecutive hours shall be assigned an uninterrupted lunch period. The length of time for lunch shall be no longer than one (1) hour nor less than thirty (30) minutes and, when feasible, shall be scheduled at or about the midpoint of each work shift.

5.2.2 Rest Periods: All employees shall be assigned one paid rest period during each four-hour work period as noted below:

Employees who work six (6) to eight (8) hours per day shall be assigned two (2) fifteen (15) minute rest periods. Rest periods shall be scheduled approximately at the half shift midpoint unless conditions for services require an earlier or later rest period as assigned by the immediate supervisor.

Employees working fewer than six (6) but four (4) or more hours per day shall be provided one (1) fifteen (15) minute paid rest period.

Employees shall remain at their assigned work sites during a paid rest period unless authorization to leave the work site has been received.

5.2.3 Extension of Regular Work Day or Week: This section shall not restrict the extension of the regular workday or work week. When necessary to carry on the business of the District, Bargaining Unit Members who work less than eight (8) hours will receive regular pay until they have completed eight (8) hours on duty.

5.2.4 Holiday Work: All hours worked on holidays designated in this Agreement shall be compensated at two (2) times the appropriate rate of pay, in addition to regular holiday pay. See Article 9.1 Holiday.

5.2.5 Minimum Days/Staff Development/Conference Days: A Bargaining Unit Member shall not suffer a loss of wages due to a minimum day and/or staff development day and/or conference day. A Bargaining Unit Member shall have the option of taking an approved vacation day or performing such work as the District may assign in the Bargaining Unit Member's position. (Education Code 45203)

5.2.6 Emergency Minimum Days: When an emergency minimum day is called by the Superintendent or designee and the students are sent home, Bargaining Unit Members at that (those) site(s) may be sent home with pay for the day, with the exception that some or all Bargaining Unit Members may be required to remain at the site in order to handle and/or control an emergency situation. Compensation for those Members shall be at one-and-one-half times (1 ½) their regular rate of pay from the time the employee is requested to stay on an emergency minimum day.

- 5.2.7 Emergency Closing Procedure:** In the event the District is forced to close down operations due to extreme weather conditions or natural disaster, as determined by the Superintendent, or the Superintendent's designee, all Bargaining Unit Members scheduled to work that day shall be compensated at their regular rate of pay. (Bargaining Unit Members who are requested to stay refer, to Section 5.2.6 Emergency Minimum Day)
- 5.2.8 Attendance at Meetings:** For attendance at any meeting called by management that is beyond the normal work day and when attendance is not on a voluntary basis, the Bargaining Unit Member shall be paid for the time from the beginning of the meeting until its completion. Should the supervisor require the Bargaining Unit Member to stay beyond the normal workday to discuss school business, the Unit Member shall be paid for the time discussing said business. (Ref 5.2.3)
- 5.2.9 District Wide Closure:** The District will close all facilities during the Fall and Christmas breaks. Employees may choose to use vacation time or their floating holiday to cover these periods.
- 5.2.10 Custodial Summer Schedule:**
- 5.2.10.1 For the duration of the existing contractual term (summer of 2015-summer 2018), custodial hours will be changed to a 6:00 a.m. to 2:30 p.m. shift starting the first week following the last day of school as outlined in the approved School Calendar and return to their normal shift two full weeks prior to the start of school as outlined in the approved School Calendar of the following School Year.
 - 5.2.10.2 District wide custodians shall remain at their currently assigned site for the custodial summer schedule.
 - 5.2.10.3 No custodian shall be moved from their assigned site to work at another site during the custodial summer schedule. This provision shall not apply to anyone working an extra duty custodial assignment.
 - 5.2.10.4 Any overtime during the summer shall be offered per the current collective bargaining agreement (CBA), Article V, Section 5.3.
 - 5.2.10.5 All custodians who currently receive night differential shall continue to receive their night differential during the custodial summer schedule.
 - 5.2.10.6 It is expressly understood that Section 5.2.10 is operative only during the term of the 2015-2018 contract. Upon the expiration of the 2015-2018 contract, Section 5.2.10 shall automatically delete from the contract and no past practice shall be established by its inclusion, although custodians will operate under the above referenced summer schedule through the summer of 2018.

- 5.3 Overtime:** Overtime is defined as work performed by a Bargaining Unit Member, with the approval of the supervisor, which is in excess of eight (8) hours in any one day; in excess of forty (40) hours in any one week. Overtime shall be paid at the rate of one-and-one-half (1 ½) the Bargaining Unit Member's regular rate of pay.

Overtime shall be distributed as follows:

- First) Within the classification at the site where the work is to be performed utilizing an established site seniority list, on a rotational basis.
- Second) Within the classification throughout the District utilizing an established District seniority list, on a rotational basis.

For purposes of computing overtime, any day in which an employee is in paid status shall be considered as a day worked.

5.3.1 Sixth and Seventh Consecutive Day: All hours worked on the sixth (6th) consecutive work day shall be paid at the overtime rate of one-and-one-half (1 ½) times the regular rate of pay. All hours worked on the seventh (7th) consecutive day shall be paid at the overtime rate of two (2) times the regular rate of pay. The sixth (6th) and seventh (7th) work day shall not be considered in the calculation of five consecutive days. (Education Code Sec 45131)

5.3.2 Call-Back Non-Scheduled Work Day: A Bargaining Unit Member called back to work on any day in which s/he is not normally scheduled to work shall receive a minimum of three (3) hours overtime compensation.

5.3.3 Call-Back Regular Work Day: A Bargaining Unit Member called back to work on a regularly scheduled work day shall receive a minimum of two (2) hours compensation.

5.3.4 Compensation: A Bargaining Unit Member who works authorized overtime shall be paid at a rate equal to one and one half (1 ½) times the amount of overtime worked. He/She shall be paid or given compensatory time off. Shift and special assignment differentials regularly received by the employee shall be included in determining the regular rate of pay. Authorized compensation time may be permitted in lieu of payment if requested by the Bargaining Unit Member.

5.4 Compensatory Time Off: Compensatory time off may be taken as time off in units of one half (½) hour or more with the approval of the immediate supervisor and must be taken within ninety (90) days of being earned and without impairing the services rendered by the District. The Bargaining Unit Member must submit a written request for compensatory time off at least twenty four (24) hours in advance of the time requested. Unused Compensatory Time will be paid out on the next regular pay period after the ninety days (90).

5.5 Part-Time Bargaining Unit Members: A part-time Bargaining Unit Member is any Unit Member who has a regular assignment, which consists of less than eight (8) hours per day.

5.5.1 Adjustment of Assignment: A part-time Bargaining Unit Member, who works a minimum of thirty (30) minutes per day in excess of their regular assignment for a period of twenty (20) consecutive days, shall have his/her basic assignment adjusted upward to reflect the longer hours, effective with the next pay period. (Education Code 45137) Any reduction in assignment shall be subject to the provisions in Article 12 (Layoff and Re-employment) as herein enumerated.

5.5.2 Proration of Benefits: Notwithstanding Section 5.4 herein above, a Part-Time Bargaining Unit Member who works a minimum of thirty (30) minutes per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days within a thirty (30) calendar day period shall have their benefits prorated to the amount of time actually worked within the full thirty (30) day period. (Education Code 45137)

5.5.3 Extra Hours/Payment: When a Part-Time Bargaining Unit Member works more than their regular assigned hours, but less than eight (8) hours per day, they shall be compensated at the rate equal to their normal hourly rate, except where extra time is worked in a higher class wherein the Bargaining Unit Member shall receive the appropriate rate of pay as provided by this agreement. Such payment shall be made on the next pay warrant unless mutually agreed upon by the Bargaining Unit Member and supervisor that the Bargaining Unit Member may take time off in lieu of payment.

5.5.3.1 In Lieu of Payment: In lieu of payment, a Part-Time Unit Member may take time off during a regularly scheduled work day, without any loss of compensation. Bargaining Unit Members can use extra time earned any time during the 12 month period from July 1 to June 30, as mutually agreed upon in writing by the Bargaining Unit Member and the supervisor or designee.

Such time off shall be earned on an hour for hour basis or fraction thereof. Time off can be taken as time off in units of one half (½) hour or more. Any unused "in lieu of payment" extra hours will be paid to the employee at end of the 12 month period.

- 5.6 Extra Curricular Work:** Bargaining Unit Members performing extracurricular work in a paid, board approved Head Coach position within the District during their regular duty day, shall be given paid release time to perform such duties. Bargaining Unit Members performing extracurricular work in a paid, board approved Assistant Coach Positions within the district shall receive release time to perform such duties for up to two days per week.
- 5.7 Summer and Other Recess Period Assignments:** All assignments for periods other than during the regular academic year shall be in accordance with section 45102 of the Education Code and Personnel Commission Rule 70.3.3.
- 5.8 Employment of Bargaining Unit Members for Special Projects:** Bargaining Unit Members whose regular assignment is less than 12 months may be employed to perform special projects, as determined by the District and CSEA. Bargaining Unit Members who participate in special projects may not schedule time off during the project, unless arranged prior to the start of the project (exception for sick leave).

ARTICLE VI - TRANSFER AND PROMOTION

- 6.1 Personnel Commission Rules:** Personnel Commission Rules and Regulations Section 60.2 "Certification for Employment List" which are in effect on the date of the signing of this agreement shall have full force and effect and shall be considered to be a part of this Agreement. Enforcement of this section shall be through the Grievance Procedure, Article XI. In addition, the following shall also apply:
- 6.2 First Consideration:** Employees in the Bargaining Unit shall be given first consideration in filling any job vacancy within the Bargaining Unit which can be considered a promotion or a transfer. A written justification shall be submitted to the Personnel Office by the selecting Administrator if employment offer is for a non-Bargaining Unit Member.
- 6.3 Creating Transfer Lists:** On May 1st of each year the Personnel Office will send to all Bargaining Unit Members a notice of the right to request a transfer for the coming year. Bargaining Unit Members may apply for transfer at any time during the coming year. All transfer lists will be effective for one year expiring on June 30 of that year. Any Bargaining Unit Member on leave, vacation or re-employment list may authorize another Bargaining Unit Member to file on the employee's behalf.
- 6.4 Posting of Vacancies:** When a vacancy occurs, the Personnel Office will notify each Bargaining Unit Member who has registered a request to transfer. Notices of job vacancies within the Bargaining Unit and limited term positions which last two (2) or more weeks may be posted during traditional school year and shall be posted during the summer on bulletin boards in prominent locations at each District work site.
- 6.4.1 Posting Contents:** The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, applicable special skills,

the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months/days per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

6.4.2 Posting Period: Job vacancy notices shall remain posted for a period of: transfers only, minimum 5 working days; transfer/ promotional only, 10 working days; transfer/ open/ promotional, 15 working days. When appropriate these posting days will run concurrent.

6.5 Certification of Transfer Applications: The Personnel Office shall certify in writing the qualifications of Bargaining Unit applicants and notify each applicant of his/her standing.

6.6 Transfer: The term "transfer" shall mean assigning a permanent Bargaining Unit Member into a position, which has a salary range equal to their current assignment. Transfers may be made within or outside the permanent Bargaining Unit Member's current Class and/or Classification.

6.7 Promotion: The term "promotion" shall mean assigning a Bargaining Unit Member into a position, which has a salary range higher than that of their current assignment. Promotions may be made within or outside the Bargaining Unit Member's current Class.

6.8 Involuntary Transfer: Whenever the District identifies a need to adjust student/staffing ratios at school sites and/or department due to changes in student populations or program changes, the need or needs shall be filled in accordance with the following process (Reference Appendix D, Personnel Commission Rule 110.1.2).

6.8.1 The District shall provide ten (10) day notice to CSEA and affected Bargaining Unit Member of proposal to transfer Bargaining Unit Members. CSEA and the District may mutually agree to lessen or waive the 10 day notice after discussion with the association and affected member.

6.8.2 The District shall post positions of the understaffed school sites for voluntary transfers at the over staffed site(s) after discussion with CSEA with the exception of the first twenty (20) days beginning the first day of school annually.

6.8.3 In the event all positions are not filled through voluntary transfers they may be filled by involuntarily transferring the junior employee in the affected classification at the overstaffed school site and/or department.

ARTICLE VII - PAY AND ALLOWANCES

7.1 Regular Rate of Pay: The regular rate of pay for each position in the Bargaining Unit shall be in accordance with the current salary schedule as listed in APPENDIX-A, incorporated fully herein by reference. The Association and District agree that in the interest of fiscal management, the salary anniversary date of all Bargaining Unit Members will be July 1.

7.1.1 Equity/Trust Clause: It is further agreed that in the event another group of district employees receive a salary increase (off/on schedule) greater than the amount agreed upon herein, CSEA's bargaining unit salary schedule will be adjusted upward to reflect the difference. This provision shall not apply to routine classification actions.

7.1.2 Step Increments: Each "step" on the salary schedule represents a period of time an individual Bargaining Unit Member has served the District. For each period of time, represented herein, the Bargaining Unit Member shall be advanced to the next higher salary step as provided below:

Step A:	Date of Employment
Step B:	July 1 of the next fiscal year if date of employment is prior to April 1st. Bargaining Unit Members employed on or after April 1, advancement to Step B shall occur July 1 of the second fiscal year after date of employment.
Steps C-E:	Annual advancements shall be July 1 of each subsequent fiscal year.

7.1.3 Rate of Pay for Working in Multiple Classifications: The rate of pay for each classification held by a Bargaining Unit Member shall be in accordance with the salary schedule as listed in Appendix B.

7.2 Longevity Pay Plan: Longevity is additional compensation for the number of years worked with the district based on the Bargaining Unit Member's hire date or adjusted hire date. Longevity pay is calculated on a set percentage of Bargaining Unit Member's base salary.

7.2.1 Paid Longevity Plan: The District shall provide Bargaining Unit Members with the following longevity pay on July 1 of the Fiscal Year in which the Bargaining Unit Member completes the:

- 5th year of employment - 2%
- 8th year of employment - 3%
- 11th year of employment - 4%
- 14th year of employment - 6%
- 17th year of employment - 7%
- 20th year of employment - 10%
- 25th year of employment – 12%
- 30th year of employment – 14%
- 35th year of employment – 16%

7.3 Payroll Procedures: An Automated Payroll Management system (APM) shall be implemented at the District's discretion. Bargaining Unit Members shall comply with the Automated Payroll Management procedures as implemented.

7.3.1 Paychecks: All regular paychecks of Bargaining Unit Members shall be itemized as performed by San Bernardino County Schools Office. Such itemizations shall include, but not be limited to, vacation and sick leave accrual. It is understood that reporting of vacation and sick leave accrual may be one (1) month in arrears.

7.3.2 Special Projects Summer and Other Recess Period Assignments: Bargaining Unit Members who perform extra, overtime, and/or intermittent summer hours from the 11th of each month to the 10th of the next month shall be paid on their regular pay warrant at the end of the latter month, e.g., 7/11 to 8/10 will be paid on the last working day of the month.

7.4 Frequency-Once Monthly: All Bargaining Unit Members shall be paid once per month, but no later than the end of the last working day of the month. All Bargaining Unit Members who elect not to be on Electronic Fund Transfer (EFT) will be paid on the first regular work day after a break/holiday.

7.5 Payment Option: Bargaining Unit Members working less than 261 days per year shall have the option of being paid in twelve (12) equal payments per year through the Deferred Net Pay Program.

7.6 Working Out of Class: Bargaining Unit Members shall be required to perform any work, which reasonably relates to their required and normal duties as fixed by the Bargaining Unit Member's job description for the position. Bargaining Unit Members may be required to perform work which is not reasonably related to

their required or normal duties provided that in such case, a Bargaining Unit Member who performs duties in a higher classification shall receive as payment an upward adjusted salary for each day worked outside of their normal position.

7.6.1 Definition: The term "Upward Adjusted Salary" as used herein shall mean that the Bargaining Unit Member shall be paid five percent (5%) above the Unit Member's normal salary or Step A of the higher range, whichever is greater. The term "each day worked" as used herein shall mean any fraction amount of the Bargaining Unit Member's work shift, as opposed to an entire day or entire work shift. However, a Bargaining Unit Member must work a minimum of two (2) hours out of his normal assignment to qualify for this benefit.

7.7 Uniforms: For the first year of employment the District shall pay the full cost of the purchase of up to five (5) uniforms and one jacket. The District shall supply an additional ten * (10) pieces the second year. Thereafter, each July 1st up to ten (10) pieces per year may be purchased by the District replacement. (Jacket will count as two pieces.) Used uniforms will be turned in upon separation from the District. This excludes cleaning and maintenance, except for leased or rented uniforms, for the following Unit Members:

Positions:

Bus Drivers	Grounds Maintenance Workers
Campus Security	Maintenance Workers
Campus Utility Worker	Mechanics
Custodian	Printer
Food Service Assistants *(3)	Warehouse Workers

Employees shall appropriately wear issued uniforms and District issued identification badges or may be subject to discipline and may be sent home without pay.

7.7.1 Other Uniform Allowances: Any other uniforms required by the District shall be provided to the affected Bargaining Unit Member.

7.7.2 Uniform Allowance during Budget Crisis: Whenever the District determines that reductions are necessary due to a budget crisis, only uniform shirts will be supplied to employees for replacement purposes. Written notification will be provided to CSEA forty-five (45) days prior to the effective date, and the notice will be in effect for a twelve (12) month period.

7.8 Tools: Bargaining Unit Members shall not be required to furnish any tools or equipment in the course of their employment.

7.9 Safety Equipment: The District agrees to provide appropriate safety equipment and the Bargaining Unit Member shall be required to utilize all necessary equipment and abide by the safety rules and regulations.

7.9.1 Safety Shoes: Bargaining unit members listed below are exposed through the course of their employment to the possibility of foot injury, shall be required to wear safety shoes which meet California Occupational Safety and Health Act Regulations. This provision shall apply specifically to the following classifications:

1. Custodian– Not to exceed \$150
2. Grounds Maintenance Worker– Not to exceed \$150
3. Maintenance Worker– Not to exceed \$150
4. Mechanic – Not to exceed \$150
5. Warehouse/Delivery Person– Not to exceed \$150

This shall also apply to such other classifications as the District may elect.

1. Food Service Worker – not to exceed \$50
2. Campus Security/Campus Security Assistant – not to exceed \$50

On an annual basis, the District shall reimburse unit members for the purchase of safety shoes. Employees will be reimbursed at the above rate when a completed Safety Shoe Reimbursement Form and a detailed proof of purchase is provided and submitted to the Business Office.

7.10 Attendance Incentive:

- 7.10.1** Members of the Bargaining Unit accruing perfect attendance during each semester shall receive an incentive stipend of three hundred (\$300). Perfect attendance is defined as not using any sick time, personal necessity, or on leave without pay. Attendance will be based on the student calendar.

ARTICLE VIII - PROFESSIONAL GROWTH

- 8.1 Purpose:** To create a voluntary educational program which will assist Bargaining Unit Members to improve or increase their job performance capabilities and to assist Bargaining Unit Member's development for promotion within the District.
- 8.2 Eligibility:** Credit for professional growth consideration will be limited to:
- a. Permanent Bargaining Unit Members
 - b. Bargaining Unit Members whose last or most current "overall" evaluation (at the time each professional growth request is submitted) indicates a rating of "meets requirements" or "exceeds requirements."
- 8.3 Increment Requirements:** The first or initial increment (units of credit) shall consist of fifteen (15) units. Units applicable to the first or initial increment may be allowed retroactively provided that each of the units submitted were earned on or after the most current date of hire (employment date) of the Bargaining Unit Member.
- 8.4 Additional Increment:** Additional increments may be awarded each year thereafter, provided that:
- a. Each additional increment consists of fifteen (15) units each and which have not been applied to or approved for a financial stipend.
 - b. Each additional increment does not contain units, which are in excess of the required unit of the initial increment.
 - c. Each additional increment shall contain units, which were earned by the Unit Member during the one (1) year (minimum) waiting period prior to the award of the next professional growth increment.
 - d. Ten (10) of the fifteen (15) units of credit (as defined within this Article) which comprise an increment for consideration of a professional growth stipend shall be directly related to the Unit Member's current employment assignment or established educational goal and must be approved by the Classified Personnel Director. Alternately, upon request of the Unit Member, course work shall be approved by the Classified Personnel Director if s/he deems it appropriate, so as to qualify said Unit Member for another classification with the District. If denied, the Unit Member may appeal the decision of the Classified Personnel Director to the Adjudication Committee within thirty (30) days. The Adjudication Committee's decision shall be final and non-grievable.

- 8.5 Application Responsibility:** It shall be the responsibility of each Unit Member to apply for professional growth credit and verification of completion (including grade received) of course work to the Classified Personnel Office at the appropriate time when submitting their professional growth application.
- 8.6 Time-lines:** All units of credit submitted to the Adjudication Committee (as defined elsewhere in the Article) for increment consideration shall be completed prior to October 15th of the year in which the increment consideration is requested and shall be considered only if the Unit Member has completed the course work/ assignment/ term of office in a satisfactory manner (grade of "C" or better). Verification of units of credit is the responsibility of the Unit Member and shall be submitted with the application for consideration of each professional growth increment by October 31st.
- 8.7 Earning of Credits:** Units of credit may be earned by:
- a. Enrolled in educational instruction in an accredited community college, college or university;
 - b. Enrolled in educational instruction in an accredited trade school or adult education (job related courses) program;
 - c. In-service training program - fifteen (15) clock hours total time (900 minutes) equals one (1) unit of credit;
 - d. Red Cross first aid course - including certificate of completion - equals one (1) unit of credit;

Credit shall not be granted for institutes, lectures, conventions, seminars, workshops, etc., if the Unit Member attends or participates during the working day and/or if the Unit Member is paid for other services at the same time.

- 8.8 Stipend:** Payment for the approved professional growth first or initial increment shall be \$300.00 plus \$200.00 for each approved increment earned thereafter. Stipend(s) shall be paid to the Unit Members in a lump sum (minus normal deductions) in November of each year, or as soon thereafter as practicable.
- 8.9 Adjudication Committee:** The Executive Board of the Association shall submit to the Classified Personnel Director, prior to October first (10/1) of each year, a list of three (3) Bargaining Unit Member's names to form the committee. An applicant for stipend shall not sit on the committee.

The Classified Personnel Director shall serve on the Adjudication Committee as a non-voting recording secretary.

The Adjudication Committee's purpose shall be to meet, review, and determine whether the professional growth requirements of this article have been met, and approve and/or reject professional growth increment credits and stipend award(s) recommendations to the Superintendent or designee for final approval and submission to the Board of Trustees.

- 8.10 Career Ladder Committee:** The District and CSEA shall form a Career Ladder Committee (CLC) for the purpose of assisting employees in obtaining educational leave and financial aid toward career development. The CLC shall be comprised of three (3) classified Bargaining Unit Members, two (2) Administrators and two (2) certificated employees.

Committee will consist of: (Assistant Superintendent – Human Resources, CSEA (3) representatives, one teacher to be selected by district, Manager (agreed upon by CSEA and District)

ARTICLE IX - LEAVES

- 9.1 Holiday:** Bargaining Unit Members shall receive paid holidays as listed: Independence Day, Labor Day, Admissions/Columbus Day, Veterans Day, Day Before Thanksgiving, Thanksgiving Day, Friday after Thanksgiving, Day Before Christmas Eve, Christmas Eve Day, Christmas Day, New Year's Eve, New Years Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Memorial Day, Good Friday, One Floating Holiday shall be used anytime within the Bargaining Unit Members work year (no carry over)
- 9.1.1 Part-Time Bargaining Unit Members:** Bargaining Unit Members working less than full time shall receive the holidays within their working calendar if they are in paid status the day before or the day after, pursuant to the Education Code 45203.
- 9.1.2 Additional Holidays:** In accordance with Education Code 37220, every day declared by the President of the United States or Governor of this State which requires the closing of schools, shall be a paid holiday.
- 9.1.3 Holiday on Saturday or Sunday:** When a holiday falls on a Saturday, the preceding Friday shall be deemed that holiday. When a holiday falls on a Sunday, the following Monday shall be deemed to be that holiday (Reference Ed. Code 45203).
- 9.2 Sick Leave:** Upon commencement of the fiscal year, the District shall provide each Bargaining Unit Member hired prior to July 1, 2009 the following amount of paid sick leave: one and one-half (1.50) days per month at the beginning of service; one and three-quarter (1.75) days per month upon completion of three (3) years of service; two (2.00) days per month upon completion of ten (10) years of service. Leave herein shall be cumulative from month to month, year to year. There are additional uses of sick leave as defined in Labor Code 233. (See Appendix E.)

All employees hired beginning July 1, 2009 and thereafter, the District shall provide each Bargaining Unit Member with the following amount of paid sick leave: 1.083 days per month. Leave herein shall be cumulative from month to month, year to year. There are additional uses of sick leave as defined in Labor Code 233. (See Appendix E.)

- 9.2.1 Proration of Part-Time Employees:** Bargaining Unit Members who work less than eight (8) hours per day shall be entitled to the proportional amount of sick leave as the number of hours worked per day bears to eight (8). Leave herein shall be cumulative from month to month, year to year.
- 9.2.2 Notification of Absence:** Notification of absence shall be made to the Automated Absence System and to the Bargaining Unit Member's supervisor or designee prior to the Bargaining Unit Member's starting time. In cases other than illness or emergency, Bargaining Unit Members shall report a need for absence as far in advance as possible. A person who becomes ill during the work shift or who must leave the work site without prior authorization shall contact the immediate supervisor, site administrator or designee to obtain leave approval.

The District will update eligibility lists annually to identify potential substitutes for the following positions:

Bus Driver
Campus Security
Campus Security Assistant
Custodian

Food Services Assistant
Food Services Assistant II
School Office Assistant
Special Education Instructional Aide

Bargaining Unit Members in these positions, shall notify both the substitute line and their supervisor or designee as soon as possible, but no less than two (2) hours prior to the Bargaining Unit Member's starting time. For notification of absence procedures, refer to Appendix F.

9.2.3 Notification of Return: A Bargaining Unit Member on sick leave shall, notify his/her immediate supervisor of his/her intent to return to work no less than a two (2) hours prior to the start of the Unit Member's normal work assignment. The Bargaining Unit Member shall use the established protocols as defined in Article 9.2.2.

If no contact is made, and a substitute is retained for the next work day, the Bargaining Unit Member may be disciplined.

9.2.4 Leave Verification: When a Bargaining Unit Member is on sick leave due to illness or injury for a period of three (3) or more consecutive work days (for purposes of this article a work day constitutes as 50 percent or more of assigned work hours), the District requires the Bargaining Unit Member to present a medical doctor's written verification of the personal illness or injury, and/or, a medical authorization to return to work prior to returning to work.

9.2.4.1 The District may send an employee to a District appointed physician for examination, at the District's expense, if the District has reason to question an employee's absence from duty, regardless of the duration of such illness, and shall require the employee to present a written statement from that physician verifying the absence.

9.2.4.2 The District may ask for a doctor's note after one day of illness only if the bargaining unit member's evaluation indicates an improvement plan has been established because of poor attendance.

9.2.5 Weekly Notification: After a period of six (6) consecutive days of absence due to illness or injury, the Bargaining Unit Member shall notify their immediate supervisor or designee District on a weekly basis of his/her condition and of the estimated date of return.

9.3 Extended Illness Leave: After all earned sick leave, vacation, accumulated compensatory time, or other paid leave is exhausted; additional non-accumulated leave shall be available beginning on the first (1st) day of absence due to illness or injury, the sixty-first (61st) day due to industrial accident or injury, for a period not to exceed five (5) calendar months. For leave purposes herein, the amount deducted from the Bargaining Unit Member's salary shall be the amount actually paid to a substitute employee employed to fill the Bargaining Unit Member's position during the leave. (Reference: Education Code 45196)

9.4 Industrial Accident Leave: In addition to any other benefits that a Bargaining Unit Member may be entitled to under the Worker's Compensation laws of this state, Bargaining Unit Members shall be entitled to the following benefits:

9.4.1 Sixty Day Leave: A Bargaining Unit Member shall be entitled up to a maximum of sixty (60) days of paid leave of absence as a result of an industrial accident or industrial illness.

9.4.2 Coordination of Payments: The total of the Bargaining Unit Member's temporary disability indemnity and the portion of salary due him/her during the absence shall equal his/her full salary.

9.4.3 Return to Work: The Bargaining Unit Member shall be deemed to have recovered from an industrial accident or industrial illness and thereby able to return to regular/light duties at such time as the Bargaining Unit Member's physician so indicates in writing and when that written statement is accepted by the district.

9.4.4 Definition: An industrial accident or industrial illness as used in this Agreement means any injury or illness whose cause is a result of service for the District, as determined by the Worker's Compensation.

9.4.5 Salary Deductions: For any Bargaining Unit Member who is absent as a result of an industrial accident or industrial illness, the benefits provided in this section are to be utilized prior to and separate from illness leave benefits. The District shall not deduct sick leave for a period not to exceed sixty (60) days for any Unit Member who is absent as a result of an industrial accident or industrial illness.

9.5 Personal Necessity Leave: A Bargaining Unit Member may elect to use sick leave, for personal necessity.

9.5.1 Definition: Personal Necessity is defined as circumstances which require a Bargaining Unit Member's immediate attention for the purpose of conducting personal business which cannot be conducted outside of the regular school day, as per Education Code 45207.

9.5.2 Use of Leave: The District agrees that any days of leave of absence may be used by the Bargaining Unit Member at the Bargaining Unit Member's election, not to exceed seven (7) days of accumulated sick leave benefits per school year for the purpose of personal necessity. A maximum of two (2) days may be used, no questions asked. Prior notification shall be made to the site administrator or designee whenever possible. Except with immediate supervisor's approval, in no event shall personal necessity leave be used to extend vacation or holiday leaves.

9.5.3 Additional Leave: Under extraordinary circumstances, additional Personal Necessity days may be requested of the site administrator with final approval granted by the Superintendent or designee. Proof of extraordinary need may be required. Additional Personal Necessity days would come from accumulated sick leave.

9.6 Unpaid Leaves: A Bargaining Unit Member may request an unpaid leave of absence for a maximum of one (1) year, subject to District approval, except for military leave as provided for in this Agreement and Education code.

9.6.1 Return from Unpaid Leave: A Bargaining Unit Member returning to work from an unpaid leave shall be reinstated to the position or equivalent (no testing required) from which s/he held prior to the leave and without any loss of salary and benefits. A request by the Bargaining Unit Member to return to work prior to the expiration of his/her leave shall be granted within thirty (30) days of the request.

9.6.2 Break in Service: Reference definition in glossary.

9.7 Maternity Leave: The District shall provide for leave of absence from duty for any Bargaining Unit Member who is required to be absent from duties because of their pregnancy, miscarriage, childbirth and recovery there from. The District shall comply with all regulations and applicable statutes contained in the California Family Rights Act (CFRA), Federal Family Medical Leave Act (FMLA), California Pregnancy Disability leave provisions and Personnel Commission Rule 150.

9.7.1 Length of Maternity Leave: The length of leave of absence under this section, including the date on which the leave shall commence and the date on which the Bargaining Unit Member shall resume regular duties, shall be determined by the Bargaining Unit Member's physician with notification given to the Director of Classified Personnel.

9.7.2 Disability: Disabilities caused or contributed by the Bargaining Unit Member's pregnancy, miscarriage, childbirth and recovery there from, are temporary disabilities and shall be treated as such under illness leave available in connection with employment by the District.

9.8 Child Rearing Leave: Upon request, the District may provide a Bargaining Unit Member, who is a natural or adopting parent, unpaid leave of absence for the purpose of rearing the Bargaining Unit Member's infant. An infant is defined as a child under one (1) year of age, or in the case of adoptions, one (1) year beyond the completion of the appropriate adoption procedures. This leave is exclusive of medical conditions, which are covered under 9.9, the Family Leave Act.

9.8.1 Length of Leave: Leave provided herein shall not exceed one (1) year, but may be less than one (1) year, and shall be subject to the provisions in section 9.7 herein above.

9.8.2 Notification: The Bargaining Unit Member shall notify the District requesting such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

9.8.3 Insurance Coverage: Any Bargaining Unit Member who has been granted a child rearing leave may participate in the District insurance programs provided s/he pay, on a monthly basis, the cost of the premiums for such insurance.

9.8.4 Returning from Leave: Each Bargaining Unit Member shall be returned to the same position or equivalent held prior to the child rearing leave. The Bargaining Unit Member will notify the District four (4) weeks prior to return from leave.

9.9 Family Medical Leave Act: Pursuant to the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act (Government Code Section 12945.2), Bargaining Unit Members may be eligible for either paid or unpaid family care and medical leave, for family and medical purposes depending upon the employee circumstance. The District will comply with all mandated provisions under these acts. A regular classified employee who has 1250 or more hours of continuous service with the District shall, upon written request, (extenuating circumstances will be evaluated on a case by case basis), be granted a family care leave of up to twelve (12) weeks per fiscal year. (Eligibility hours will be calculated by the Business Office for employees) The procedures are set forth in Personnel Commission Rule 150.19.

9.10 Leave of Absence for Jury Duty: Leave of absence for jury service shall be granted to any classified employees who have been officially summoned to jury duty in local, State or Federal Court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on jury duty. The employee shall turn into payroll the pink jury service verification form and the Code of Civil Procedures §215 (Jury Service Waiver Form). Any meal, mileage and or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Request for jury service should be made by presenting the official court summons to jury service to the immediate supervisor.

9.10.1 Reporting for Normal Duties: Any day during which any employee in the Bargaining Unit is required to serve at least one half ($\frac{1}{2}$) or more of his regularly assigned hours on jury duty, shall be relieved from work for that day without loss of salary. Employees shall not be required to report to work at the beginning of their shift while serving on jury duty, unless they are able to work a full two (2) hours (excluding reasonable travel time) before reporting to jury duty.

Any day during which any employee in the bargaining unit whose regular assigned shift commences at 2:00 pm or after, and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

The term "regularly assigned hours" as used herein means the total number of daily hours normally worked as opposed to the employee's normal starting and ending time. Note: In order for this section to apply, the Bargaining Unit Member shall surrender a jury notice release form that is dated and time stamped to the payroll office.

- 9.11 Military Leave:** A Bargaining Unit Member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 9.12 Bereavement Leave:** Bargaining Unit Members shall be granted a leave with full pay in the event of the death of any member of the Bargaining Unit Member's immediate family or his/her spouse's immediate family (*refer to definitions in back*). The leave shall be up to five (5) work days. This leave shall not be deducted from sick leave or vacation. Any time period within one month of date of death shall be considered "normal". Documentation for Bereavement Leave may be required for leave taken outside the "normal". Management must notify employee at time of request for Bereavement Leave if documentation will be required. Additional leaves may be requested as provided in this article.
- 9.13 Retraining and Study Leave:** A leave of absence for study/retraining may be granted to any Bargaining Unit Member.
- 9.13.1 Leave Periods:** Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year term. Any period of service by the individual intervening between authorized leaves (provided herein) shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- 9.13.2 Three Year Period:** Retraining and/or Study leave cannot be granted to an individual who has not served at least three (3) consecutive calendar years with the District.
- 9.13.3 Not A Break in Service:** Any leave of absence granted under this section shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing services to the granting of any subsequent leave provided by this section, nor shall the individual accrue vacation leave, sick leave, holiday pay, or other benefits provided by this Agreement.
- 9.13.4** For other options of educational study leave, see article 8.10 Career Ladder Committee.
- 9.14 Vacation:** All Bargaining Unit Members hired prior to July 1, 2009 shall earn paid vacation time from the beginning date of service. Vacation benefits are earned and credited on their first day of each month. Employee may have time off to participate in school or day-care activities. (Reference Appendix e, Labor Code 230.8) Bargaining Unit Members shall accumulate and be credited with vacation according to the following schedule:
- a) One and three-quarter days (1.75) per month from the beginning of service;
 - b) Two and one-quarter (2.25) days per month upon completion of three (3) years of service;
 - c) Two and three-quarter (2.75) days per month upon completion of six (6) years of service;
 - d) Three and one-quarter (3.25) days per month upon completion of ten (10) years of service.

All employees hired beginning July 1, 2009 will receive the following schedule:

- a) One and a half (1.5) days per month from 0-9 years
- b) Two days (2) days per month upon completion of 10 years of service.

- 9.14.1** Bargaining Unit Member will give immediate supervisor or designee a minimum of five (5) working-days written notice for vacation requests. The immediate supervisor or designee shall respond to the request, in writing. Within three (3) working-days following the receipt of the request for vacation. If the supervisor or designee does not respond by that time, the request is considered approved.

An immediate supervisor who receives a vacation request at least 60 calendar days in advance shall either grant the request or work with the Bargaining Unit Member to identify mutually agreeable alternative dates.

Vacation requests being made within the same job classification, at the site shall be granted on a first come first serve basis.

- 9.14.2 Payment:** Pay for vacation days for Bargaining Unit Members shall be the same as that which the Bargaining Unit Members would have received had s/he been in a working status.

- 9.14.3 Increments:** Vacation may be taken in units of one-half ($\frac{1}{2}$) hour increments.

- 9.14.4 Vacation Accrual:** Vacation days may be accrued to a total not to exceed that which can be earned in an eighteen (18) consecutive month period. Any amount of accrued vacation, which exceeds this limit, shall be paid to the Bargaining Unit Member at his/her current salary, on end of July pay warrant.

Bargaining Unit Members who have a minimum of 12 months of accrued vacation on the books may request to be paid any hours exceeding 12 months of vacation. This request must be in the Business Office by the last working day of May of each year to be paid out at the end of July.

- 9.14.5 Vacation Pay Upon Termination:** When a permanent Bargaining Unit Member is terminated for any reason, s/he shall be entitled to all vacation pay earned and accumulated up to the effective date of the termination.

- 9.14.6 Vacation Postponement:** If a Bargaining Unit Member's vacation becomes due during a period when s/he is on leave due to illness or injury, s/he may request that her/his vacation date be changed and the District shall grant such request in accordance with vacation dates available.

- 9.14.7 Interruption of Vacation:** A Bargaining Unit Member shall be permitted, upon notification, to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the Bargaining Unit Member supplies notice and supporting information regarding the basis for such interruption or termination.

- 9.14.8 Holidays:** When a holiday falls during the scheduled vacation of any Bargaining Unit Member, such Unit Member shall be paid for each holiday falling within that period and such holidays shall not be charged against vacation leave.

ARTICLE X - HEALTH AND WELFARE BENEFITS

- 10.1 Eligibility for Benefits:** For the term of this agreement, to be eligible for benefits, each Bargaining Unit Member who meets the full-time criteria in the Affordable Care Act must be employed an average of five (5) or more hours per day and shall receive approved health and welfare benefits (family medical, dental, vision).

It is further agreed that in the event another group of District employees receive a cap greater than the amount agreed upon herein, CSEA's cap will be adjusted upward to reflect the difference.

Proration: Each Bargaining Unit Member employed for less than five (5) hours, but at a minimum of four (4) hours per day, shall have approved health and welfare benefits paid for by the District on a prorated basis as follows:

- A. Four (4) hours = 4/5s percentage paid by District.

Provisions of coverage are as follows:

- 10.1.1 District agrees to provide \$16,161 toward the purchase of health (including mental) insurance. Any additional cost will be the responsibility of the unit member, which shall be deducted through a 10 month payroll deduction.
- 10.1.2 District agrees to provide a dental benefit with a maximum of two thousand five hundred (\$2,500) in or out of network per calendar year, per family member, as provided by the selected dental carrier.

Beginning July 1, 2016 the district will enroll Bargaining Unit Members in a dental plan comparable to other bargaining units. For the 2015-2016 school year the Bargaining Units Members will remain status quo.

- 10.1.3 Upon providing proof of insurance elsewhere, unit members may opt out of this benefit package and receive \$6,000.00 off schedule annually.

10.2 The District will pay for individual Life Insurance and Disability Insurance for all Bargaining Unit Members.

- 10.2.1 For Bargaining Unit Members who work less than four (4) hours per day, the district will provide an annual allowance of \$500 of dental/vision insurance to help defray member costs for dental/vision costs at the unit member's discretion.

Beginning July 1, 2016 the Bargaining Unit Members will supply receipts for reimbursement of up to \$500 to help defray member costs for dental/vision costs at the member's discretion.

- 10.3 Plan:** The level of health and welfare benefits provided (family medical, dental, vision, individual life insurance and Disability Insurance) shall not be reduced during the term of this Agreement. The District shall provide \$30,000 life insurance policy from the onset of service through the seventh year of service. Upon the onset of the eighth year of service the District shall increase the life insurance to \$50,000. The District shall provide an option for employees to pay for spouse and dependent life insurance coverage at a reasonable rate. (For re-openers on medical and welfare benefits see Article XVII - Term of Agreement)

- 10.3.1 Retirement Option for Life Insurance:** When paid by the retiree, life insurance coverage may be continued at the same premium rate as the current member of the Bargaining Unit until age 65.

10.4 Retirement Benefits: Effective July 1, 2009 the District will provide health and welfare benefits for bargaining Unit Members who retire prior to being eligible for Medicare benefits. The early retirement benefits shall be as set forth herein below.

10.4.1 Qualifying: An employee will qualify for retirement benefits if they meet the following requirements:

- A. Must be at least 55 years of age.
- B. Must have a minimum of 10 years of district service in a permanent status.
- C. Must be qualified for benefits at the time of retirement.

10.4.2 Receiving Benefits: Those employees who qualify for retirement benefits shall receive the benefit according to the following conditions:

- A. These benefits will be the same health, dental, vision as for active member of the bargaining unit.
- B. The benefit will be based on whether the employee received full benefits or a prorated benefit. Refer to article 10.1 and 10.2.
- C. A retiree who chooses to leave the plan is no longer eligible to participate.
- D. Coverage is available from time of retirement until age of eligibility for Medicare.
- E. Benefits are based on number of years of service:
10 years of district service for minimum benefit coverage of 5 years. Additional years of benefit coverage will be based on a prorated equation of 2 to 1. A maximum of 10 years of health and welfare benefits is provided. District paid benefits will expire when employee is eligible for full Medicare benefits.
Example: After 10 years of district service and over age 55 gives you 5 years of paid benefit coverage; 12 years of services will equate to 6 years of paid benefit coverage etc.
- F. A letter of intent to retire must be submitted in writing to the Classified Personnel Office no less than 30 calendar days preceding retirement.
- G. Terms of the retiree's benefits shall be as follows:
 - 1. The district will contribute an amount not to exceed the premium for an active member of the bargaining units coverage charged during the term of this agreement to fund retiree benefits as specified in 10.4.2.
 - 2. The contribution will be applied to health insurance benefits provided through the District-adopted hospital and medical insurance program for Members of the Bargaining Unit. If the retired Member of the Bargaining Unit lives outside the service area of the District's adopted programs, the District will reimburse the retired Member of the Bargaining Unit for hospital and medical insurance premiums; this amount shall not exceed the premium for an active Member of the Bargaining Unit.
 - 3. Upon reaching eligibility for part A and B Medicare benefits, any retired employee under this program must apply for Medicare and Medicare shall become the primary insurance plan. The retiree may elect to continue coverage under the District's health plan at his/her own expense.
 - 4. Upon entering the Medicare program, a retired employee ceases to be a Member of the Bargaining Unit for the purpose of this Agreement, but may continue voluntary programs.
- H. In the event the employee opts to receive prorated benefits then the benefits will be prorated from the time of retirement to the age of eligibility for Medicare. (Formula Years of benefit divided by years from time of retirement to age of Medicare eligibility).

- I. Retirement Option: District will pay 50% of the lesser amount of the district paid health insurance premium. The premium shall be based on the employee's current coverage status at time of retirement. Retirement benefits shall be determined as per article 10.4.2. (I). Example: If employee is single at retirement district will pay 50% of single current insurance. If the total district paid premium is \$ 13,000 district will pay \$6,500.
- J. Premium must be paid in advance in accordance with payroll procedures.

10.4.3 Retirement Before Age Fifty-five (55): Bargaining Unit Members not covered under the provisions of 10.4.2 may pay for their own health and welfare benefits at the rate the District is charged. A retiree shall be defined as a Bargaining Unit Member who reaches age fifty and has five (5) years of service credits. Bargaining Unit Members who qualify for PERS medical retirement shall also be eligible for this provision.

ARTICLE XI - GRIEVANCE PROCEDURE

11.1 Objective: The objective of this Article is to provide a fair and just means to resolve differences of opinion in the interpretation and application of this Agreement; it shall be used to reduce the indigenous pressures and anxieties which at times may exist within the employee-employer relationship; it shall be used as a means of communication to promote understanding of this Agreement by the Association and the District; and, it shall be the means by which, if necessary, a third neutral party may find and make a determination of the correct interpretation and application of this Agreement, and/or other terms and conditions of employment not so specifically spelled out by this Agreement, and shall give authority thereto in ordering a settlement between the parties.

11.2 Definitions: The following definitions shall apply to this Article:

11.2.1 Grievance: A "Grievance" is a formal written allegation by a grievant that a violation of this Agreement and/or Personnel Commission Rules and Regulations has occurred.

11.2.2 Grievant: A "Grievant" may be any Bargaining Unit Member or the Association who alleges a violation of this Agreement and/or Personnel Commission Rules and Regulations.

11.2.3 Day: A "Day" is any day in which the District Office is open for business.

11.2.4 Immediate Supervisor: The "Immediate Supervisor" is the lowest level "Site Administrator" having immediate jurisdiction over the grievant, or, in the case of the Association being the grievant, the lowest level Administrator having authority to adjust the grievance.

11.2.5 Association Representative: The "Association Representative" may be any Member of the Association or the Association Field Staff Personnel, so designated by the Association to process grievances.

11.3 Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor by written request within ten (10) days of the act or omission utilizing the techniques prescribed by the California Foundation for Improvement of Employer/Employee Relations (CFIER).

11.4 Formal Level

11.4.1 Level One: Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to the immediate supervisor principal or director or designee. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate his/her decision to the employee in writing within fifteen (15) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may proceed to Level Two (11.4.2) of this Article.

11.4.2 Level Two: If the grievant is not satisfied with the written decision at Level One, or the lack thereof, the grievant may within ten (10) days appeal the decision on the appropriate form and send it to the Superintendent or designee.

This statement shall include a copy of the original grievance the reasons for the appeal. The Superintendent or designee shall communicate his/her decision to the grievant within ten (10) days. If the Superintendent or designee does not respond within the time limits, the grievant may proceed to Level Three (11.4.3) of this Article.

11.4.3 Level Three: If not satisfied with the decision at Level Two, the grievant may within ten (10) days from the receipt of the Level Two decision, or lack thereof, submit in writing to the Superintendent a notice of intent to proceed to Arbitration of the grievance, subject to Section 11.6.4 herein below.

11.4.4 Selection of Arbitrator: The Association, or in the case of an individual Bargaining Unit Member representing himself/herself, the Bargaining Unit Member, and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the California State Mediation and Conciliation Service to supply a panel of seven (7) names of arbitrators. The parties shall alternatively strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

11.4.5 Fees of Arbitrator: The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association, subject to Section 11.6.4 herein below.

11.4.6 Arbitrability: If a question of arbitrability arises, the arbitrator shall rule upon such issues prior to hearing the merits of the case. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her.

11.4.7 Decision of Arbitrator: After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and decision of settlement. The decision of the arbitrator shall be binding to all parties involved.

11.4.8 Powers and Authority of Arbitrator: The arbitrator shall have full power and authority to subpoena witnesses and/or documents; determine the appropriate remedy; and, order awards as s/he determines to be appropriate and the type, timing, and implementation of any such awards. The arbitrator shall have no power to add too, subtract from, alter, amend or modify the terms and conditions of this Agreement and practice, policies, and regulations of the Commission or the District.

11.5 Association Rights: In addition to the rights given grievants under this section, the Association shall be afforded the following additional rights:

11.5.1 Release Time: The Association shall be given full release time for Bargaining Unit Member(s) (other than the Chapter President) designated as "Association Representative" to investigate grievances during normal working hours. The Association will provide written notification annually to the District, and as changes occur, in persons designated as "Association Representative." If the Chapter President is designated as an Association Representative, his/her time shall be taken from the time allotted for CSEA Business in Article 3.4.

11.5.2 Filing Grievances: Only those designated as "Association Representative(s)" may file a grievance on behalf of the Association.

11.5.3 Documents: If the Association is not a party in a grievance proceeding, the district shall provide a copy of all grievances submitted and responses thereto, and shall further provide a statement of settlement reached, if any, between the District and Grievant.

11.5.4 Determination to Proceed: The Association retains the right to determine if a grievance filed under this Agreement shall proceed to Level Three (3) of the grievance procedure, except that if the grievant is a Bargaining Unit Member representing himself/herself, s/he may proceed and the cost shall be borne equally between the Bargaining Unit Member and the District.

ARTICLE XII - LAYOFF AND RE-EMPLOYMENT

12.1 Negotiability: The Association retains the right, in the event of an actual or proposed layoff, to negotiate those items, which lawfully can be negotiated pursuant to applicable laws. Nothing herein shall preclude the Association from negotiating benefits, which may provide more than is provided by this Article in the event of a layoff.

12.2 Reason for Layoff: Layoff shall occur only for lack of work or lack of funds.

12.3 Notice of Layoff: Prior to any layoff to be effective, the District is obligated to notify the effected Unit Members and the Association. The procedure for layoff notice provided herein is an exclusive procedure, which takes precedence over any other procedures, except as provided by law. The procedure of notification is as follows:

12.3.1 Written Notice: Upon the decision of the District to reduce the number of Unit Member(s) in the classified service of the District, written notice of layoff shall be sent by registered mail or delivered in person to the affected Unit Member(s) by the Director of Personnel.

12.3.2 Sixty Five Day Notification: The District shall send written notice of layoff to the affected Unit Member(s) and the Association not less than sixty five (65) work days prior to the effective date of layoff, informing the Bargaining Unit Member(s) of his/her displacement rights, if any, and re-employment rights. Any notice of layoff shall specify the reason for layoff and identify the affected Bargaining Unit Member(s) by name, seniority, class, and classification. The notification to the Association shall state all names and respective classes, and classifications of those affected Unit Members and shall include a complete seniority list of all Bargaining Unit Members whether or not directly affected by the layoff.

12.3.3 Documents to be Included: The notice of layoff provided herein shall include, but shall not be limited to include, a copy of this Article, relevant Board Policy, if any, Personnel Commission Rules and Regulations pertinent to layoff and re-employment, and Education Code Sections relevant to layoff and re-employment.

12.4 Order of Layoff: Any layoff shall be affected within a class. The order of layoff shall be based on seniority by hire date of the classification plus any seniority accrued in a higher classification. A Bargaining Unit Member with the least seniority, as provided herein, within the class shall be laid off first.

12.5 Displacement Rights: A Bargaining Unit Member laid off from his or her current classification may be placed in the following order:

12.5.1 Layoff In Lieu of Bumping: A Bargaining Unit Member may elect layoff in lieu of bumping without losing any re-employment rights. Further, if the Bargaining Unit Member accepts a layoff in lieu of bumping, the District agrees not to contest the Bargaining Unit Member's claim, if any, to unemployment insurance benefits.

12.5.2 Bumping/Displacement Rights:

Step 1: A Bargaining Unit Member is placed in a vacant position with equal assignment in the same class.

Step 2: A Bargaining Unit Member may bump into a position in an equal assignment in the same class that is occupied by a less senior Bargaining Unit Member.

Step 3: A Bargaining Unit Member may bump into a position in the same class with fewer hours per day and/or fewer months per year as reflected in their Notice of Assignment, and held by a less senior Bargaining Unit Member.

Step 4: The Bargaining Unit Member may bump into a higher or lower class where he or she achieved permanent status, based on seniority.

12.6 Voluntary Demotion or Transfer: A Bargaining Unit Member who will suffer a layoff for lack of work or funds despite his or her bumping rights may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, providing that the employee is deemed to be qualified to perform the duties thereof. Employees who accept a voluntary demotion or transfer in lieu of layoff will not be subject to a probationary period.

12.7 Equal Seniority: If two (2) or more Unit Members subject to layoff have equal seniority, the determination as to who shall be laid off shall be made by lot for each and every layoff situation.

12.8 Re-employment Rights: Laid off persons are eligible for re-employment in the class from which laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff. Their re-employment shall take precedence over any other type of re-employment defined or undefined in this Agreement. In addition, they shall have the right to apply for promotional positions within the filing period specified in this Article and use their bargaining Unit seniority herein for a period of thirty-nine (39) months following the layoff. A Bargaining Unit Member on a re-employment list shall be notified by the District of promotional opportunities as they arise. In addition, any Bargaining Unit Member who has bumped into a lower classification and/or has taken voluntary reduction in hours in order to avoid layoff shall have the same re-employment rights; however, it shall be for a period of sixty-three (63) months.

12.8.1: 39th Month Medical Reemployment List: Employees who were on a medical 39th month reemployment list and return to work to a different classification will not be subject to a probationary period.

- 12.9 Notification of Re-employment Opening:** Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the Bargaining Unit Member, and a copy shall be sent to the Association by the District, which shall acquit the District of its notification responsibility.
- 12.10 Employee Notification to District:** A Bargaining Unit Member shall notify the District of his/her intent to accept or refuse re-employment within five (5) working days following receipt of the re-employment notice. If the Bargaining Unit Member accepts re-employment, the Bargaining Unit Member must report to work within ten (10) working days following receipt of the re-employment notice. Upon mutual agreement between the employee and Superintendent or designee, the return-to-work date may be extended, but not to exceed thirty (30) calendar days. A Bargaining Unit Member given notice of re-employment need not accept the re-employment to maintain his/her eligibility on the re-employment list, provided the Bargaining Unit Member notifies the District of refusal of re-employment within five (5) working days from receipt of the re-employment notice.
- 12.11 Re-employment in Highest Class:** Bargaining Unit Members shall be re-employed in the highest rated job classification available in accordance with the class seniority. Bargaining Unit Members who accept a position lower than their highest former classification shall retain their original re-employment rights to the higher classification, except that in such cases the Bargaining Unit Member shall have his/her thirty-nine (39) month re-employment right extended to a sixty-three (63) month period from the date the layoff was effective.
- 12.12 Improper Layoff:** Any Bargaining Unit Member who, pursuant to this Agreement or other laws, rules and/or regulations, is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for any and all loss of salary and/or benefits.
- 12.13 Retirement In Lieu of Layoff:** Any Bargaining Unit Member, eligible for retirement, may elect to accept service retirement in lieu of layoff without loss of re-employment rights as provided in this Agreement, provided written notification is given to the District of such election.
- 12.14** Within 30 days of notice of lay off, the parties agree to meet to negotiate the effects. The parties may explore creative solutions and lay off alternatives. Laid off employees will remain on the 39 month rehire list.

ARTICLE XIII - EVALUATION PROCEDURES

- 13.1 Bargaining Unit Member Evaluations:** The purpose of the employee evaluation is to promote open and honest communication between the employee and his/her evaluator so that a mutual understanding of the expectations of both the employee and the evaluator may be reached. In order for this purpose to be carried out, the following terms and conditions shall apply to all employee evaluations:
- 13.2 The Evaluator:** The Evaluator shall be the Unit Member's immediate supervisor or next higher management level employee who is so designated by District management. Evaluations shall be made on the basis of first-hand knowledge.
- 13.3 Evaluation Periods:** Probationary Bargaining Unit Members' shall be evaluated at the end of the third (3rd) and fifth (5th) months of service to the District. Evaluations shall be scheduled by the evaluator within thirty (30) working days preceding or thirty (30) working days succeeding the employee's anniversary date. Evaluations shall be given every other year after two (2) consecutive annual evaluations with overall "Meets Requirements" ratings, exclusive of probationary evaluations.

- 13.4 Evaluation Conference:** The evaluation conference is the time for the employee and the evaluator to discuss, analyze, and prepare the final version of the employee's evaluation. The evaluation conference shall take place during normal working hours. The evaluation conference shall be of a confidential atmosphere and no other person(s) shall be present during the evaluation conference, except as provided herein below.
- 13.5 Disciplinary Matters:** Prior to any evaluation that could or would lead to disciplinary action, the Bargaining Unit Member shall be informed in advance and shall be given written notice within two (2) working days of his/her right to have a representative to be present at the evaluation conference, or any meeting with the employee regarding the disciplinary matter. (See Appendix "G")
- 13.6 Employee Response:** The employee shall not be required to respond to the evaluation, or any part thereof, during the evaluation conference. Upon completion of the evaluation conference, the Unit Member will sign the evaluation form and be provided a copy of the evaluation. The evaluation shall be placed into the Unit Member's personnel file no less than five (5) working days following the evaluation conference. The employee shall be allowed to make a written statement regarding the evaluation and such statement shall be attached to and made a part of the evaluation. Employee response shall be made within 20 working days.
- 13.7 Negative Evaluations:** Any negative evaluation shall include specific recommendations, in writing, for improvements and provisions for assisting the Bargaining Unit Member in implementing any recommendations made.
- 13.8 Delinquent Annual Employee Evaluation Reports:** Any Bargaining Unit Member whose annual evaluation is not administered in accordance with Article 13.3 and returned to the Classified Personnel Services office by the due date shown in the upper right hand corner of the evaluation may be automatically rated as "Administratively Meets Requirements" by the Director of Classified Personnel. Requests for exceptions to this rule must be made in writing to the Director at least ten (10) working days prior to the due date of the evaluation and must contain sufficient justification to warrant an exception. Evaluations received after a rating of "Administratively Meets Requirements" has been granted shall not be accepted nor included in the employee's personnel file except at the request of the employee.

ARTICLE XIV - DISCIPLINARY PROCEDURES

- 14.1 Exclusive Disciplinary Procedure:** Discipline shall be imposed upon Bargaining Unit Members only pursuant to this Article.
- 14.1.1 Disciplinary Matters:** Prior to any meeting that could or would lead to disciplinary action, the Bargaining Unit Member shall be informed in advance and shall be given written notice within two (2) working days of his/her right to have a representative to be present at the meeting with the employee (See Appendix "G")
- 14.2 Effect of Article:** The Disciplinary Procedure herein shall prevail over any and all District policy and or practice pursuant to disciplinary action imposed upon a Bargaining Unit Member. The procedure(s) shall further prevail over any and all Personnel Commission Rules and Regulations. The only exceptions shall be that if any law, rule, and/or regulation provides a Bargaining Unit Member subject to disciplinary action more rights and/or regulations provided herein, then such law, rule, and/or regulation shall prevail and shall be considered to be a part of this Agreement.
- 14.3 Cause:** Discipline shall be imposed on Bargaining Unit Members only for just cause as prescribed herein. Disciplinary action is deemed to be any action which deprives any Bargaining Unit Member of any

classification or incident of employment of classification in which the Bargaining Unit Member has regular status and includes but is not limited to: dismissal, demotion, suspension, reduction in hours or class, transfer or reassignment without the Bargaining Unit Member's voluntary written consent, written reprimand, or any type of derogatory material placed into a Unit Member's personnel file.

14.4 Progressive Discipline: Prior to imposing formal disciplinary action against a bargaining Unit Member, the District shall follow the principles of progressive discipline, except in cases where the safety of District employees, students or the public might be in question, or in cases of theft or intentional damage to District property or willful violations of the law.

14.4.1 Step One-Oral Warning: Prior to any formal disciplinary action, the Unit Member shall be orally notified by his/her immediate supervisor that a deficiency in his/her job performance has been observed. The supervisor shall discuss the deficiency with the affected Unit Member at an informal meeting and suggest ways in which the Unit Member may improve his/her job performance. The supervisor shall then review the Bargaining Unit Member's performance after a period of not less than twenty (20) working days from the date of the informal meeting, at which time the supervisor may proceed to Step Two (2) of this procedure if it is noted that the Bargaining Unit Member has not improved.

14.4.2 Step Two-Written Warning: If it is noted after Step One (1) herein above has been applied, that the Bargaining Unit Member has not improved in his/her job performance, the Bargaining Unit Member's immediate supervisor, or designee, shall prepare a written warning letter and shall send such letter to the affected Unit Member. The warning letter shall outline those specific areas and/or incidents of the Bargaining Unit Member's deficient performance and suggestions and direction for improvement. The warning letter shall not include any incidents or deficiencies, which were not discussed at the Step One (1) level herein above. The warning letter shall not be placed into the affected Unit Member's personnel file.

14.4.3 Step Three-Letter of Reprimand: If it is noted after Step Two (2) herein above has been applied, that the Bargaining Unit Member has not improved in his/her job performance, the Bargaining Unit Member's immediate supervisor, or designee, shall prepare a written letter or reprimand and shall send such letter to the affected Unit Member. The letter of reprimand shall outline those specific areas and/or incidents of the Bargaining Unit Member's deficient performance and suggestions and direction for improvement. The letter of reprimand shall not include any incidents or deficiencies, which were not discussed at the Step One (1) level herein above. The letter of reprimand shall not be placed into the affected Unit Member's personnel file until he/she has been given ten (10) working days to respond.

14.4.4 Step Four - Suspension: If it is noted after Step Three (3) herein above has been applied, that the Bargaining Unit Member has not improved in his/her job performance, the Bargaining Unit Member's immediate supervisor, or designee, may make a recommendation to the Superintendent that the Bargaining Unit Member's deficient job performance warrants a suspension with or without pay for a period not to exceed twenty (20) working days, as deemed appropriate.

14.4.5 Step Five-Further Action: No less than thirty (30) days after Step Four (4) herein above has been applied, and if it is noted that the Bargaining Unit Member has not improved in his/her job performance, and being that all the above procedures have been followed, the District Superintendent may make recommendation to the Governing Board that further disciplinary action be taken against the Bargaining Unit Member which may include any of the following: demotion, suspension, reduction in hours or class, transfer or reassignment without the Bargaining Unit Member's voluntary written consent, written reprimand, or termination, as deemed appropriate. A

notice of disciplinary action, if any is to be taken, shall be prepared and shall be subject to the disciplinary notice procedures contained in this Article.

- 14.5 Due Process:** When disciplinary action involves a Bargaining Unit Member, the District must comply with certain procedural due process requirements before it may deprive the Bargaining Unit Member of his or her expected continuation of employment status. Due process mandates that the Bargaining Unit Member be accorded certain procedural rights before the discipline becomes effective. As a minimum these pre-removal safe guards must include the following:

Notice of the proposed action;

1. The reason for the action;
2. A copy of the charges and materials upon which the charges are based;
3. How the act(s) or action(s) do harm to the public service;
4. The right to respond, either orally or in writing, to the authority initially proposing discipline; and,
5. The right to representation of the Bargaining Unit Member's choice.

- 14.6 Notice of Disciplinary Action:** When a Bargaining Unit Member is to be suspended or dismissed or is subject to any action which deprives the Bargaining Unit Member of any classification, or incident of employment or classification in which the Bargaining Unit Member has permanence (has completed probation), a notice of disciplinary action (hereinafter "notice") shall be prepared by the Superintendent and presented to the Governing Board for action, and a copy thereof shall be given to the Bargaining Unit Member and the Association President.

14.6.1 Contents of Notice: The notice shall contain the specific charges against the Bargaining Unit Member, a copy of any and all documents upon which the disciplinary action is based, the date of which the proposed disciplinary action shall be acted upon by the School Board, a statement of his/her right to an appeal hearing before the Personnel Commission, the Bargaining Unit Member's right to representation of his/her choice, the time within which a hearing may be requested which shall be not less than ten (10) days after Board action and/or service of the notice to the Bargaining Unit Member, and a card or paper, the signing and filing of which shall constitute a demand for hearing, and a denial of all charges.

Further, the notice shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken and, if it is claimed that an Bargaining Unit Member has violated a rule or regulation of the District, such rule or regulation shall be set forth in said notice. The charges must be so clearly stated that the Bargaining Unit Member will know the exact complaint and will clearly understand what specific charges he may respond to.

14.6.2 Insufficient Notice: A notice of disciplinary action stating one or more causes or grounds for disciplinary action established by any rule, regulation, or statute in the language of the rule, regulation, or statute, is insufficient for any purpose.

- 14.7 Notice from Personnel Commission:** When disciplinary action has been taken by the Governing Board, a notice of the action shall be reported to the Personnel Director within five (5) days. Within ten (10) days of the effective date of the demotion, suspension, reduction in hours, or class, transfer or reassignment without the Bargaining Unit Member's voluntary written consent, or termination of the Bargaining Unit Member, the Personnel Director shall send a copy of the notice of action taken by the Governing Board to the Bargaining Unit Member by registered mail to his last known address. This notice shall contain a copy of Personnel Commission rules and regulations, Board Policy, this Article, and a statement of the Bargaining Unit Member's right to appeal and the date and time of the appeal hearing. A copy of the notice sent to the

Bargaining Unit Member shall be kept on file in the Personnel Commission office and presented to the Commission at its next regular meeting. A copy shall also be sent to the Association President.

- 14.8 Just Cause:** One or more of the following causes shall constitute "just cause" and shall be grounds for the demotion, suspension, reduction in hours or class, transfer or reassignment without the Bargaining Unit Member's voluntary written consent, or termination of a regular Bargaining Unit Member:
- A. Incompetence or inefficiency in the performance of the duties of his/her position.
 - B. Inability to perform assigned duties due to failure to meet or retain job qualifications.
 - C. Insubordination
 - D. Carelessness or negligence in the performance of duty or in the care of use of District Property.
 - E. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
 - F. Dishonesty.
 - G. Reporting for work under the influence of alcohol or a narcotic or restricted substance, addiction to the use of narcotics or a restricted substance, or use of narcotics or restricted substances while on the job.
 - H. Personal conduct unbecoming an employee of the District while on duty.
 - I. Engaging in political activity during assigned hours of employment.
 - J. Conviction of any crime involving moral turpitude.
 - K. Arrest for a sex offense as defined in Education Code Section 44010.
 - L. Absence without leave or repeated tardiness.
 - M. Abuse of illness leaves privileges.
 - N. Knowingly falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
 - O. Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the Governing Board or by an appropriate federal, state or local governmental agency.
 - P. Offering anything of value or offering any service in exchange for special treatment in connection with the Bargaining Unit Member's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
 - Q. Willful or persistent violation of the Education Code or rules and regulations of the District.
 - R. Any willful conduct tending to injure the public service.
 - S. Abandonment of position.
 - T. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.
 - U. Membership in the Communist Party. (Education code Section 45303)
- 14.9 Association Rights:** The Association shall be notified of any disciplinary action to be taken against a Bargaining Unit Member. Further, the association shall be provided with copies of any and all relevant materials related to a disciplinary action.
- 14.10 Reasonable Suspicion of Drug and/or Alcohol Use:** If the District has reasonable suspicion to believe a Bargaining Unit Member is under the influence of drugs and/or alcohol, the Bargaining Unit Member shall be subject to testing. The consequences of a positive test shall be addressed per Article 14, Disciplinary Procedures.
- 14.11 Controlled Substance and Alcohol Testing:** Every Bargaining Unit Member of the District whose class specification requires that s/he perform a safety-sensitive function and operate a commercial motor vehicle

as defined by the Omnibus Transportation Employee Testing Act of 1991 is covered by this article. All testing policies and procedures adopted by the District shall comply with the provisions of the Act.

All Bargaining Unit Members covered by this article are deemed "covered employees" as referenced in the Act and shall include the classifications of Bus Driver, Mechanic I, Mechanic II, Mechanic III, and School Bus Driver Instructor.

- 14.11.1 Breath Alcohol Testing Results:** A Bargaining Unit Member who produces a breath alcohol test with a result that indicates an alcohol concentration of greater than zero (.00) shall be deemed under the influence and immediately suspended without pay pending action on a recommendation by the Superintendent for dismissal. The procedures in this article shall be followed.
- 14.11.2 Controlled Substance Testing Results:** A Bargaining Unit Member who produces a positive test result for a controlled substance test shall be deemed under the influence and immediately suspended without pay pending action on a recommendation by the Superintendent for dismissal. The procedures in this article shall be followed.
- 14.11.3 Post-Accident Testing:** Whenever a Bargaining Unit Member is involved in an accident with a District vehicle, s/he shall be subject to the regulations governing post-accident testing as contained in the Act.
- 14.11.4 Refusal to Test:** Any Bargaining Unit Member who refuses to submit to the required alcohol or controlled substance test or fails to provide an adequate breath or urine specimen without a valid medical explanation, or refuses to cooperate will be considered to have a positive test result. The Bargaining Unit Member will be immediately suspended without pay pending action on a recommendation by the Superintendent for dismissal.
- 14.11.5 Unable to Test:** Any Bargaining Unit Member who is unable or alleges that s/he is unable to provide an adequate breath or urine specimen shall be sent immediately to a licensed physician. The failure to produce a specimen will be excused if the physician determines in writing that the Bargaining Unit Member is unable to provide an adequate specimen due to a medical condition. Should the physician be unable to certify in writing that a medical condition exists which would prevent the Bargaining Unit Member from furnishing a specimen, then the failure will be treated as a positive test. (Article 14.11.4)
- 14.11.6 Self-Identification and Amnesty Period:** A Bargaining Unit Member may self-identify a controlled substance and/or alcohol dependency/abuse problem at any time. Notification must be in person to the immediate supervisor prior to the announcement of the random testing scheduled for that day.

Once a Bargaining Unit Member has self-identified s/he will immediately be placed on leave and will be referred to a Substance Abuse Professional (SAP). The SAP will prescribe a course of treatment for the Bargaining Unit Member. All available leave, per Article 14 of the Contract Agreement, may be used while complying with the course of treatment prescribed by the SAP.

Bargaining Unit Members shall have sole financial responsibility for the cost of the services rendered by the SAP and prescribed course of treatment. The Bargaining Unit Member may return to work in a line of duty as determined by the SAP and will be subject to further testing at the District's discretion and expense for a period not to exceed one (1) year after returning to work.

Any Bargaining Unit Member who produces a follow-up positive alcohol or controlled substance test will be immediately suspended without pay pending action on a recommendation by the Superintendent for dismissal. The procedures in this Article shall be followed.

ARTICLE XV - SAFETY

- 15.1 Occupational Safety:** The District and the Association agree to abide by the Occupational Safety and Health Act Standards.
- 15.2 Reporting Unsafe Conditions:** It is the responsibility of all classified employees to report unsafe conditions to their supervisor immediately.
- 15.3 Transportation Safety:** The district shall not knowingly require or permit the operation of any vehicle that is not in safe operating condition or not equipped and maintained as required by any law or regulations; or knowingly require or permit any driver to drive in violation of any law or regulation.
- 15.4 Postings:** The District shall make Health and Safety postings at all job sites when appropriate.
- 15.5 Tuberculosis Certification:** (Ed Code 49406) Employee shall be notified by the personnel department that his/her tuberculosis certificate will expire 30 days prior to expiration on file. Notice will be mailed to the employee's current home address on file with the District and a copy to the supervisor and payroll department.

Failure to comply with the required certification will result in the employee being placed on unpaid leave (EC 45304 – Article 14.11.2) status if certificate is not received by the specified date and may also result in disciplinary action and possible termination. Lost wages due to non compliance will not be reimbursed.

- 15.6 Campus Security:** All employees who hold the position of campus security must take and pass an annual physical agility endurance test.

15.6.1 Failure to pass the physical agility endurance test will be a condition of employment or may be used as grounds of termination. (reference 14.8 (b))

ARTICLE XVI - SUPPORT OF AGREEMENT

- 16.1 Savings Clause:** If any provision in this Agreement is rendered invalid due to mandated changes in laws, rules and regulations or by orders of a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

16.1.1 Meet and Negotiate Replacement: In the event of invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

- 16.2 Effect of Agreement:** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, Personnel Commission Rules and Regulations, and over state laws to the extent permitted by state law, and that in the absence of specific provisions in the Agreement, District practice and procedures shall continue and shall not change without the mutual consent of the parties.

ARTICLE XVII - TERM OF AGREEMENT

17.1 TERM OF AGREEMENT: This agreement shall remain in full force and effect from July 1, 2015 up to and including June 30, 2018 and thereafter shall continue in effect year-by year-unless one of the parties notifies the other in writing no later than 5:00 p.m., March 1, of each year commencing with the last year of the contract (2018) of its request to modify, amend or terminate this Agreement.

17.2 Reopeners: This agreement may be reopened by either party for negotiations on wages, benefits and two (2) additional articles for the 2016 -2017 and 2017-2018 school years. The party proposing to change the status quo must notify the other no later than 5:00 p.m. on August 1, 2016 for the 2016-2017 school year reopeners and March 1, 2017 for the 2017-2018 school year.

Any negotiated increase in wages or benefits will become effective on the date agreed to by the parties. (This provision shall not be construed as being a part of Article 7.1)

17.3 Salary or Compensation Adjustments: The salary schedule in effect July 1, 2015 (Appendix B) shall remain in full force and effect through June 30, 2018 unless otherwise amended in accordance with Article 17.2.

ARTICLE XVIII - TRANSPORTATION DEPARTMENT

18.1 Bus Driver Assignment: The parties recognize the special needs of those Bargaining Unit Members service in the classification of bus driver and therefore have agreed to provide these employees with the following rights:

18.2 In-Service Training: Ten (10) hours per year In-service training shall be provided by the District in order for drivers to retain their certificates. Drivers shall receive pay, at the appropriate rate for time spent in District training. In-service training will normally occur on a regular work day when students are not present. Additional In-service training may be offered either sometime within the week before, or the week after the school year.

18.3 Certificate Renewal: The District will reimburse bus drivers for the cost of a California Special Driver Certificate. The District shall provide or reimburse bus drivers for the cost of renewing his/her health examination required by the State of California. Bus drivers shall be responsible for the cost of their California Driver's License renewal.

18.4 Summer School: For purposes of this article, bus drivers employed/assigned for summer school shall be paid a minimum of four (4) hours per day at the appropriate rate of pay.

18.5 Extra Hours: Bargaining Unit Members shall have first consideration for extra hours to cover an individual run, e.g. an "a", "b", or another run of a contract driver who is absent for a portion of their regular work day. A Bargaining Unit Member's total time for that day shall not exceed eight (8) hours. When a regular employee is out on Workers' Compensation, a substitute driver must be used (Workers' Compensation regulations). Bargaining Unit Members who want to substitute shall notify management in writing to be placed on the availability list. This procedure shall not be considered in conflict with Article 5.3 Overtime.

18.6 Drill: School bus evacuation drills shall be scheduled in accordance with California Highway Patrol (CHP) regulations.

- 18.7 Medical Release:** The District shall provide medical information regarding students with diagnosed medical conditions that are pertinent to safe operations. All such medical information shall be kept confidential.
- 18.8 Field Trip Assignments:** A list of drivers who wish to be considered for field trip assignments shall be developed and posted at the beginning of each school year. Drivers may notify the Director of Transportation in writing that they wish to be considered for the field trip assignments and/or the short notice trip assignments. The aforementioned written notification shall be submitted no later than the close of business on the last working day of the first full week of the school each year.

The initial field trip list, Monday through Friday and Weekend and Holiday Lists, shall be established by order of seniority. The first field trip received by the transportation department shall be assigned to the first driver on the list, the second trip to the second driver, etc., until all drivers on the list have been assigned a field trip. Then the rotation will start over again.

All requests for field trips shall be stamped with the date and time entered into the computer in the order they were received by the department. Field trips will be assigned and posted in the order in which they are received. All field trips will be assigned at least two and one half (2 ½) working days prior to the date they are to depart. The assigned trip will be posted on the field trip board, and shall include the date, time and location of origin, the destination and the anticipated time of return.

Trips will be posted by noon Wednesday for trips scheduled for the following week. A driver who is assigned a trip will initial the Monday through Friday and Weekend and Holiday "trip lists" respectively indicating that s/he will or will not be able to make the trip. S/He shall initial the lists by Friday noon following the Wednesday on which the list was posted. Trading of field trips will not be permitted.

In the event a driver refuses an assigned field trip or is not available for the trip, the trip will be assigned to the next available driver on the rotation list. A driver who refuses a field trip or will not otherwise be available to take the trip shall notify the immediate supervisor by noon Friday of the preceding week. Drivers who refuse to take a field trip or are not available to take a field trip will lose their turn in rotation and will not be eligible for another trip until their name comes up again in the normal course of rotation.

Whenever a driver is absent on the day preceding a Weekend/Holiday field trip, s/he shall contact management by 3:00 p.m. to confirm their trip assignment for the next day. Drivers that fail to confirm their Weekend/Holiday field trip assignment will forfeit the trip and it shall be reassigned to the next eligible driver. Assignments for field trip that begin on a weekday and continue into a weekend or holiday shall be made from the Weekend and Holiday Field Trip List. Trips not received by the transportation department within the two and a half (2 ½) day time frame, will be assigned by seniority from a short notice list.

The field trip list shall be posted in a conspicuous place where it is readily accessible to all drivers. Field trip assignment sheets shall be maintained as a permanent record.

Bargaining Unit Members on field trips are required to remain at the site for the duration of the event with the following exception:

Bargaining Unit Members may elect to leave the site for a meal and receive payment for the meal according to the district policy and be deducted one half hour for breakfast, one half hour for lunch and one hour for dinner.

With the exception of Grad Night, in the case of an overnight stay, the period between the time a Bargaining Unit Member is relieved of his/her duty and the time his/her duty resumes, the Bargaining Unit Member shall not be in duty status.

- 18.8.1** Any drop which occurs during the normal “home-to-school” time is not considered a field trip or extra work and would not fall under the scope of this agreement. No bus driver will be adversely affected.

18.9 Transportation Bidding Process

- 18.9.1 Bid Selection:** The Director of Transportation will provide/mail to each bus driver a current seniority list and the hourly bus assignments (routes) available for the upcoming school year. This information will be provided no later than one week before the first day of the unit member’s work year. Bargaining unit members are expected to come prepared to make their bid selection (first choice, second choice, third choice, etc.) Bidding shall occur once per school year on a designated day prior to the beginning of the school year. In the event 3 or more routes increase by 30 minutes or more before October 1st of each year, a second bid will take place by October 10th of each year.
- 18.9.2 Bid List Information:** The bid list provided to each bus driver shall contain the following basic run structure:
- a. A.M.; Midday; Activity Run
 - b. Who (Special Ed/High School/Junior High)
 - c. Number of hours
 - d. Bus number assigned to the route
 - e. Area
 - f. Number of days
 - g. Variations, if any, during the week/year
- 18.9.3 Posting of Bid List:** On or before the first day of reporting to work, the bid list will be posted in the transportation department driver’s room. Any change from the original bid list mailed out shall be highlighted. Bidding will commence on a seniority basis.
- 18.9.4 Designate:** In the event an employee has an emergency and is not present during the bidding, he/she may designate in writing a CSEA representative, or supervisor, to select his/her route by established order of seniority.
- 18.9.5 Route Hours Changes:** When an hourly route has sustained an increase of one-half (1/2) hour or more per day for two (2) consecutive weeks, then the extra time will be assigned to the route that is most feasible at the discretion of the Director of Transportation.
- 18.9.6 Subsequent Vacancies:** When vacancies occur, the District shall post the vacancies pursuant to Article 6.4 of this Agreement.
- 18.9.7 Deviation of Regular Routes:** The District may deviate from regular route assignments and/or route times on a temporary basis during the school year in order to accommodate acts that are beyond the District’s control, i.e. road construction; bridges out; earthquakes, etc. Article 5.5.1 will not apply in these situations.
- 18.9.8 Reduction of Work Hours:** It is agreed that the District may involuntarily reduce the total number of working hours of a bus driver up to 90 hours in any one school year without the necessity of negotiating the decision or the effect.

It is further understood that the aforementioned reduction in working hours will not result in an increase in the number of work days. The number of work days may be reduced provided the total

working hours are not reduced beyond 90 hours. Said reductions will be spread over the school year.

The district may not extend the work year more than twelve (12) working days within the total annual working hours assigned to the driver for the previous school year.

If there is a need to reduce a driver's hours beyond the ninety (90) hours authorized herein, the district will notify CSEA and afford a reasonable opportunity to negotiate the decision and the effects of such proposal.

A driver's hours may not be reduced more than ninety (90) hours as a result of the bidding process more than once in four (4) years, without the requirement of negotiating the decision and the effects.

- 18.9.9 Definition:** It is agreed that the definition of "involuntary reduction in hours" as herein used, means a reduction in hours resulting from bidding on a route having less hours than that which is currently held by the driver, because there are no other routes available having at least as many hours as the driver's current assignment. When a driver voluntarily bids on a route having less hours than their current assignment, even though route(s) are available having at least as many assigned hours, the reduction shall not be "involuntary reduction in hours."
- 18.9.10 Scope of Article:** It is understood that the parties agreement to the above referenced provisions shall only be applicable to reductions in hours of school bus drivers resulting from utilization of the bidding procedure herein contained, and shall in no way be construed as a waiver, either express, or implied, by the District, or by CSEA, of their right to negotiate on any other matter within the scope of representation as set forth in Section 3543.2 of the Educational Employment Relations Act.
- 18.9.11 Unforeseen Circumstances:** In the event that problems arise in the bidding process that is not addressed within this article, the parties agree to meet and discuss a resolution.

ARTICLE XIX-SB 1960 (CHAPTER 893, STATUTES 2000) IMPLEMENTATION

- 19.1** It is the intent of this article to implement the provisions of SB 1960 (Chapter 893, Statutes 2000) regarding membership dues and fair share service fees.
- 19.2** Except, as expressly stated herein, all Bargaining Unit Members who do not maintain membership in the Association are required as a condition of continued employment to pay a service fee.
- 19.3** CSEA shall have the sole and exclusive right to have membership dues or service fees deducted for Bargaining Unit Members.
- 19.4** Upon appropriate notification from CSEA and the Bargaining unit Member, the District shall deduct, in accordance with the CSEA dues or service fee schedules, from the wages of all Bargaining Unit Members.
- 19.5 Religious Objections:** Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in or financially support an employee organization as a condition of employment. However, such employees shall be required by the agreement to pay sums equal to such

service fees to any one of the following three (3) designated non-religious, no-labor charitable funds exempt from taxation under section 501(c) of Title 26 of the United States Internal Revenue Code:

- a. American Cancer Society
- b. Juvenile Diabetes Research Foundation
- c. Make a Wish Foundation

Any employee claiming this religious objection shall furnish to CSEA and the District a written statement along with verifiable evidence of membership in such a religious body.

- 19.6** The District shall have the right to the legal representation of their choosing in any litigation that may arise out of or by reason of action taken against the District for the purpose of complying with this agreement.

APPENDIX A:

OCCUPATIONAL SERIES

CLASSIFIED POSITIONS BY JOB FAMILIES

CLASSIFICATION / TITLE	RANGE
ACCOUNTING	
Accountant.....	42
ASB Bookkeeper II	32
ASB Bookkeeper	31
Fiscal Service Specialist	49
CLERICAL/SECRETARIAL SERIES	
Administrative Assistant I	33
Administrative Assistant II	35
Administrative Assistant III	37
Administrative Assistant IV	39
Administrative Specialist	37
Benefits Technician	36
Office Assistant I	22
Office Assistant II	26
Office Assistant III	30
Receptionist	26
Registrar	33
School Office Assistant	31
Special Services Technician	34
COMPUTER INFORMATION SYSTEMS	
Computer Information Systems Technician	42
Computer Support Specialist	31
Lead Computer Network Engineer	53
Software Technician.....	43
Technology Specialist III	50
FOOD SERVICES	
Food Services Specialist	38
Food Services Operator	31
Food Services Assistant II	27
Food Services Assistant	24
GROUNDS	
Sr. Grounds Maintenance Worker	35
Grounds Maintenance Worker II	31
Grounds Maintenance Worker	24
HEALTH SERVICES	
Health Technician (LVN).....	40
INSTRUCTION	
Athletic Trainer	44
Bus Driver/Instructional Asst. Special Ed	32
Career Guidance Technician	34
Computer Media Specialist	32
Instructional Assistant Bilingual	28

CLASSIFICATION / TITLE	RANGE
Instructional Assistant Special Ed	29
Instructional Assistant	26
Video Technician	37
Workability Liaison	29
LIBRARY/MEDIA	
Library Technician	36
Library Technician Intern	32
Library Assistant	28
MAINTENANCE AND OPERATIONS	
Campus Utility Worker	26
Custodian	26
Lead Custodian II	28
Maintenance Carpenter	37
Maintenance Electrician	37
Maintenance HVAC Specialist	38
Maintenance Locksmith	37
Maintenance Painter	34
Maintenance Plumber	37
Maintenance Worker	31
Maintenance Worker II	37
Sr. Building Maintenance Worker	40
PERSONNEL SERVICES	
Certificated Personnel Technician	36
Classified Personnel Technician	36
Personnel Assistant	31
PRINTING SERVICES	
Printer	31
SECURITY	
Campus Security Assistant	27
Campus Security	35
TRANSPORTATION	
Bus Driver	32
Delegated Behind the Wheel Instructor	35
Dispatcher	34
Fleet Equipment Cleaner	20
Mechanic I	31
Mechanic II	37
Mechanic III	40
School Bus Driver Instructor	43
Vehicle Maintenance Coordinator	43
WAREHOUSE	
Warehouse Operator	32
Warehouse Asst/Delivery Driver II	26

District office shall provide the Association with any Bargaining Unit positions not listed.

APPENDIX B - SALARY SCHEDULE

VICTOR VALLEY UNION HIGH SCHOOL DISTRICT

Classified Salary Schedule

This salary schedule incorporates a 7% increase effective July 1, 2016 BOT approved @ 2/3/15 meeting retro to 7/01/15.

LONGEVITY calculation is based on a % of the Base Month Salary upon completion of the following number of years:

5 Years - 2%	11 Years - 4%	17 Years - 7%	<u>25 Years - 12%</u>	
8 Years - 3%	14 Years - 6%	20 Years - 10%	<u>30 Years - 14%</u>	<u>35 Years - 16%</u>

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E
20	HR	14.37	15.10	15.86	16.64	17.46
	OT	21.56	22.65	23.79	24.96	26.19
21	HR	14.74	15.47	16.24	17.07	17.91
	OT	22.12	23.21	24.36	25.60	26.87
22	HR	15.11	15.88	16.66	17.51	18.39
	OT	22.66	23.82	24.99	26.26	27.59
23	HR	15.49	16.26	17.08	17.92	18.83
	OT	23.24	24.40	25.62	26.88	28.25
24	HR	15.89	16.69	17.53	18.41	19.32
	OT	23.83	25.04	26.29	27.62	28.99
25	HR	16.29	17.09	17.94	18.84	19.77
	OT	24.43	25.63	26.92	28.26	29.66
26	HR	16.69	17.53	18.41	19.32	20.30
	OT	25.04	26.29	27.62	28.99	30.45
27	HR	17.10	17.95	18.86	19.80	20.79
	OT	25.65	26.93	28.30	29.69	31.19
28	HR	17.55	18.43	19.33	20.31	21.33
	OT	26.32	27.64	29.00	30.46	31.99
29	HR	17.98	18.87	19.82	20.81	21.86
	OT	26.96	28.31	29.72	31.22	32.79
30	HR	18.43	19.33	20.31	21.33	22.41
	OT	27.64	29.00	30.46	31.99	33.61
31	HR	18.89	19.84	20.83	21.87	22.97
	OT	28.33	29.76	31.25	32.81	34.46
32	HR	19.35	20.32	21.34	22.42	23.54
	OT	29.02	30.48	32.00	33.62	35.31
33	HR	19.85	20.84	21.88	22.98	24.13
	OT	29.77	31.27	32.82	34.48	36.19
34	HR	20.34	21.36	22.44	23.56	24.74
	OT	30.51	32.04	33.66	35.34	37.11
35	HR	20.87	21.90	23.01	24.16	25.38
	OT	31.30	32.85	34.51	36.24	38.07
36	HR	21.39	22.45	23.57	24.75	25.99
	OT	32.08	33.67	35.36	37.12	38.99
37	HR	21.90	23.01	24.16	25.38	26.64
	OT	32.85	34.51	36.24	38.07	39.96
38	HR	22.45	23.57	24.75	25.99	27.30
	OT	33.67	35.36	37.12	38.99	40.94
39	HR	23.01	24.16	25.38	26.64	27.97
	OT	34.51	36.24	38.07	39.96	41.95

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E
40	HR	23.57	24.75	25.99	27.30	28.67
	OT	35.36	37.12	38.99	40.94	43.00
41	HR	24.16	25.38	26.64	27.97	29.36
	OT	36.24	38.07	39.96	41.95	44.04
42	HR	24.76	26.00	27.31	28.68	30.11
	OT	37.14	39.00	40.96	43.01	45.16
43	HR	25.40	26.66	27.99	29.39	30.86
	OT	38.10	40.00	41.99	44.09	46.29
44	HR	26.02	27.34	28.71	30.13	31.65
	OT	39.03	41.01	43.06	45.20	47.48
45	HR	26.68	28.00	29.40	30.87	32.42
	OT	40.01	42.00	44.11	46.30	48.63
46	HR	27.35	28.72	30.15	31.66	33.24
	OT	41.02	43.08	45.23	47.49	49.87
47	HR	28.01	29.41	30.89	32.43	34.07
	OT	42.02	44.12	46.34	48.65	51.10
48	HR	28.73	30.16	31.67	33.27	34.94
	OT	43.09	45.24	47.51	49.90	52.40
49	HR	29.45	30.93	32.49	34.10	35.81
	OT	44.17	46.40	48.73	51.15	53.72
50	HR	30.18	31.68	33.28	34.95	36.68
	OT	45.28	47.52	49.92	52.42	55.02
51	HR	30.94	32.50	34.11	35.82	37.62
	OT	46.42	48.74	51.17	53.74	56.43
52	HR	31.71	33.31	34.97	36.72	38.54
	OT	47.57	49.96	52.45	55.08	57.81
53	HR	32.51	34.12	35.83	37.63	39.52
	OT	48.76	51.18	53.75	56.45	59.27
54	HR	33.32	34.98	36.73	38.56	40.49
	OT	49.98	52.47	55.10	57.84	60.73
55	HR	34.15	35.85	37.64	39.53	41.51
	OT	51.23	53.77	56.46	59.29	62.26
56	HR	34.99	36.74	38.57	40.50	42.53
	OT	52.48	55.12	57.86	60.75	63.80
57	HR	35.88	37.66	39.56	41.54	43.61
	OT	53.82	56.50	59.34	62.31	65.42

APPENDIX C: DEFINITIONS

ASSOCIATION REPRESENTATIVE:	Any member of the Association or the (pertaining to grievances). Association Field Staff Personnel, so designated by the Association to process grievances.
BARGAINING UNIT MEMBER:	Any employee whose position is not classified as Management, Supervisory or Confidential.
BEREAVEMENT LEAVE:	A paid leave of limited duration granted to an employee upon the death of a member of his immediate family or household.
BREAK IN SERVICE:	Any period of unpaid leave of absence not authorized by law or statute, in excess of one month.
BUMPING:	Bargaining Unit Member's right, under certain conditions, to displace another Bargaining Unit Member with less seniority in the Classification.
CLASS:	A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be assigned by the Personnel Commission to designate each position allocated to the group.
DAY:	Any day in which the District Office is open for business.
DEMOTION:	Assigning a Bargaining Unit Member to a position which has a salary range lower than that of their current assignment.
EXCLUSION DAYS:	Non Student days based on student calendar
EVALUATOR:	The Bargaining Unit Members immediate supervisor or next higher management level employee who is designated by District management.
GRIEVANCE:	A formal written allegation by a Bargaining Unit Member that a violation of this Agreement and/or Personnel Commission Rules and Regulations has occurred.
GRIEVANT:	A Bargaining Unit Member or the Association who alleges a violation of this Agreement and/or Personnel Commission Rules and Regulations
HIRE DATE:	Date of original or most recent employment with the District, adjusted for any break in service.
IMMEDIATE FAMILY:	The immediate family is defined as spouse, parent(s), grandparent(s), grandchild(ren), sibling(s), child(ren), aunt, uncle, niece, nephew, spouse's "family", in-law(s), and any person living in the immediate household of the Bargaining Unit Member.

IMMEDIATE SUPERVISOR:	The lowest level Site Administrator having immediate (pertaining to grievances) jurisdiction over the Bargaining Unit Member. In the case of the Association being the grievant, the lowest level Administrator having authority to adjust the grievance.
INVOLUNTARY TRANSFER:	District mandated move of a Bargaining Unit Member into a position which has a salary range equal to their current assignment, but at a different site. <i>Due to the district's identifying a need to adjust staffing ratios when changes in student population or programs have occurred.</i>
LAY-OFF:	The elimination or reduction in hours of an existing position. (Ed Code 45101.g)
LONGEVITY PAY:	Additional compensation for the number of years worked with the district based on the Bargaining Unit Member's hire date or adjusted hire date.
MINIMUM QUALIFICATIONS:	Those qualifications listed on each class specification, specifically, education, experience, certification and/or licenses.
PERSONAL NECESSITY LEAVE:	The absence of a Bargaining Unit Member for the purpose of conducting personal business which cannot be conducted outside of the regular school day and which requires the Member's immediate attention. (See Ed. Code 45207)
PROMOTION:	Assigning a Bargaining Unit Member to a position, which has a salary range higher than that of their current assignment. (This action requires the bargaining unit member to participate in the Personnel Commission's recruitment process).
RETIREE:	See Article 10.4.3
SENIORITY LISTS:	A list of the hire dates of the Bargaining Unit Member in their current and past classifications. (Shall be adjusted by any break in service).
SENIORITY BY HIRE DATE:	The date in which the Bargaining Unit Member was first employed within his/her respective classification.
SICK LEAVE:	Authorized paid or unpaid leave given to an employee because of personal illness or injury.
STEP:	Represents a column on the Salary Schedule
TRANSFER:	Assigning a Bargaining Unit Member to a position which has a salary range equal to their current assignment (could be voluntary or involuntary).
WORKING OUT OF CLASS:	Performing work which is not reasonably related to the required or normal duties of their assigned classification.

APPENDIX D: PERSONNEL COMMISSION RULES REFERENCES

60.2 Certification from Employment Lists

60.2.1 APPOINTING AUTHORITY: The appointing authority shall be the Board of Trustees and its designed managers.

60.2.2 DESIGNATED ORDER OF PRECEDENCE IN FILLING VACANCIES:

Certification for filling vacancies in the classified service shall be made in the following order:

60.2.2.1 RE-EMPLOYMENT LIST: Persons previously laid off because of lack of work, lack of funds or exhaustion of medical leave privileges shall be assigned to vacant positions in order of seniority.

60.2.2.2 VOLUNTARY DEMOTION/ LATERAL /POSITION TRANSFER / REINSTATEMENT: All qualified persons requesting increase or decrease in hours, voluntary demotion, lateral transfer or reinstatement shall be certified in addition to eligibles from eligibility lists established competitive examination.

60.2.2.3 PROMOTIONAL ELIGIBILITY LIST: When the vacancy is not filled through the procedures above, the top three (3) ranks of available eligibles shall be certified.

60.2.2.4 OPEN COMPETITIVE LIST: When the vacancy cannot be filled from the promotional list, the open or merged promotional open competitive shall be certified.

REFERENCE:

1. Education Code Section 45272

60.2.3 RULE OF THREE RANKS: Eligibles shall be placed on the eligibility list in rank order according to their score on examination. The final scores of candidates shall be ranked to the nearest whole percent. All eligibles with the percentage score shall be placed in the same rank. Certification from the list shall be the first three (3) rank eligibles who are ready and willing to accept the position to be filled.

60.2.3.1 For classes approved for continuous tests certification shall be made at the time the Director of Classified Personnel can reasonably certify three (3) ranks of eligibility to the appointing authority.

REFERENCE:

1. Education Code Sections 45260, 45261, and 45272.

60.2.4 CERTIFICATION & APPOINTMENT FROM ELIGIBILITY LISTS: When a new position is to be filled, the appointing authority shall notify the Director of Classified Personnel of the fact and of the date of anticipated need. The employment request shall state duties, class title, hours and location of employment and other pertinent information required by the Director of Classified Personnel.

60.2.4.1 When a vacancy occurs in an established position, a written request shall be completed.

60.2.4.2 The Director of Classified Personnel shall determine the availability of eligibles and certify the names of any eligibles who are and willing to accept the position. Certification shall be in accordance with Rule 60.2.2 and 60.2.3.

60.2.4.3 The Administrator concerned shall, within three (3) working days of the interview, make a selection from the person presented and shall notify the Director of Classified Personnel, who shall see that the necessary employment procedures are carried out.

60.2.4.4 If a candidate who was declared eligible for an appointment to a position fails to keep his interview appointment or decline the appointment, the appointing authority may fill the

vacancy from the remaining eligibles or may request certification of eligibles in accordance with Rule 6.2.6.

60.2.4.5 In the event that there is more than one authorized position in the class to be filled, the Director of Classified Personnel may certify additional ranks of eligibles allow approximately two more ranks of candidates than the number required to fill the number of vacancies.

REFERENCE: 1. Education Code Sections 45260, 45261, and 45277.

60.2.5 PROCEDURE WHEN FEWER THAN THREE (3) RANKS REMAIN: When fewer than three (3) ranks of eligibles are available on the promotional list, sufficient ranks shall be certified from the open or merged promotional open and the open competitive lists to allow a choice among three (3) ranks eligibles.

60.2.5.1 When fewer than three (3) ranks of eligibles are available for certification, the available eligibles may be certified. However, the appointing authority may choose not to appoint any of them and may request a new examination.

REFERENCE: 1. Education Code Sections 45260, 45261, 45272, and 45273

60.2.6 CERTIFICATION OF ADDITIONAL ELIGIBLES: If an eligible who has been certified, refuses appointment or fails to respond for an interview, the appoint authority shall notify the Director of Classified Personnel. When a request for additional eligibles is made, the Director of Classified Personnel shall:

60.2.6.1 Certify additional eligibles as required.

60.2.6.2 Remove the names of eligibles who failed to report for Interviews or who refused appointment from the eligibility list.

60.2.6.3 Investigate the matter at his discretion to determine that an appointment refusal is in fact voluntary.

60.2.6.4 Request authorization from the Commission to refuse further certification should the investigation determine that refusal of appointment by an eligible is in fact not voluntary.

REFERENCE: 1. Education Code Sections 45260, 45361, 45272, and 45273

60.2.7 WITHHOLDING NAMES FROM CERTIFICATION: The name of an eligible may be withheld from certification by the Director of Classified Personnel when the eligible:

60.2.7.1 Expresses unwillingness or inability to accept appointment.

60.2.7.2 Fails to respond within five (5) days working following the mailing of written inquiry regarding availability.

60.2.7.3 Cannot be reached in time for appointment when immediate temporary employment is required.

60.2.7.4 Fails to present the license, registration certificate or any other credential required. (The name of such eligible shall be restored by the Personnel Director for certification when the particular requirement has been met).

60.2.7.5 Failure to report for duty at the time agreed upon after accepting an appointment.

60.2.7.6 Any reason listed in Rule 40.2.

REFERENCE: 1. Education Code Sections 45260, 45261, and 45277

60.2.8 FAILURE TO MAKE APPOINTMENT: Should the appointing authority fail to make a selection from the top three ranks of eligibles as certified by the Director of Classified Personnel, the Director shall direct that the position be vacated (if there is a temporary person assigned to fill the vacancy) and remain vacant until such time as the eligibility list for that class expires.

REFERENCE: 1. Education Code Sections 45260, 45261, 45272, and 45277

60.2.9 RESTORATION TO ELIGIBILITY LIST: When the Director of Classified Personnel has withheld a candidate or eligible from placement on, or certification from the eligibility list, the Director may subsequently approve placement on or restoration to the list subject to ratification by the Commission, under the following circumstances:

60.2.9.1 When the withholding or removal was due to the waiver of inability of the eligible to accept employment, or failure to respond to inquiry, appear for an interview or report for duty, and applicant presents a good and valid reason and certifies to the Commission that the applicant is now willing and able to accept an appointment.

60.2.9.2 When the withholding or removal was for a reason listed Rule 40.2 and the defect or reason for ineligibility has since been corrected.

REFERENCE: 1. Education Code Sections 45260, 45261, 45272, and 45277

60.2.10 CERTIFICATION FROM LIST FOR ANOTHER CLASS: If there is no eligibility list for the class in which the vacancy occurs, certification may be made from a list for another class at the same or higher salary level if the duties and qualifications of the class for which the examination was given include substantially all of the duties of the position to be filled provided that the Director of Classified Personnel finds, subject to approval by the Commission, that the use of the list is in the best interest of the District and that the necessary skills and knowledge were adequately tested in the examination.

REFERENCE: 1. Education Code Sections 45260, 45261, and 45272

60.2.11 DUTIES OF ELIGIBLES: It shall be the duty of every eligible to respond promptly after receiving the notice of certification. When the eligible resides in the District, he shall respond within three days after the date the notice is mailed. If the eligible resides outside the District, he shall respond within three days plus the normal time required for the communication to be transmitted by mail to be transmitted by mail to the eligible's place of residence and for his answer to be returned by mail.

60.2.11.1 Eligibles are required to keep the Personnel Commission Office informed as to current home address and telephone number where they can be reached to schedule employment interviews. Failure to keep the Personnel Commission Office informed could result in the eligible being bypassed on the eligibility list as unreachable. In that event, the Personnel Director shall send a letter inquiring as to continued availability and interest. Failure to respond pursuant to these rules will result in removal from the eligibility list.

60.2.11.2 An eligible who has been selected for a permanent position and is unable or unwilling to report by the end of two (2) full weeks (one full month in the case of management classes) may be considered to have refused appointment and the appointing authority may request certification of additional eligibles.

- 60.2.11.2.1** The date of the offer of appointment shall be the date on which the eligible is notified by the Director of Classified Personnel of selection.
- 60.2.11.2.2** Notification may be made by telephone, telegram, registered or certified mail.
- 60.2.11.2.3** The appointing authority may allow a period longer than two weeks at its discretion.

60.2.11.3 When appointment is to a limited-term or substitute position the eligible must be available on the date specified by the appointing authority.

60.2.12 SELECTIVE CERTIFICATION: If a position within a classification requires a special skill, license, or language requirement, pursuant to Rule 30.2.10, the Director of Classified Personnel shall determine which eligibles possess the required skill, license, or language and shall certify the names of the first three (3) ranks of eligibles who meet the special requirements. If there are insufficient eligibles to meet the special requirements and who are ready and willing to accept the position, a provisional appointment may be made, pending completion of a recruitment and examination process to fill the position.

REFERENCE: 1. Education Code Sections 45260, 45261, 45272, and 45277

60.2.13 CONFIDENTIALITY OF LISTS: Eligibility lists shall be considered confidential information and release of information on lists shall be limited to:

- 60.2.13.1** Posting eligibility lists showing the relative ranking of each candidate without showing the specific percentage scores.
- 60.2.13.2** Only information relating to eligibles who have been certified shall be released to the appointing authority.
- 60.2.13.3** Only information pertaining to an eligible's scores and current position on the list shall be released to the eligible or his/her representative.
- 60.2.13.4** Such other persons as specifically ordered by the Personnel Commission.

REFERENCE: 1. Education Code Sections 45260, 45261, and 45274

60.2.14 LOST CONSIDERATION: A candidate who would have been within reach and loses consideration for hire due to an administrative error, and through no fault of his/her own, will be sole source referral for the next available vacancy in the same class and range in which consideration was lost. Referral will be after the reemployment eligibles and before the transfer eligibles. The selecting official may select the Lost Consideration candidate or request a wider area of consideration.

70.2 Provisional Appointment

70.2.1 REASONS FOR PROVISIONAL APPOINTMENT: The appointing authority may make a provisional appointment when the Director of Classified Personnel certifies that:

- 70.2.1.1** No eligibility list exists for the class or;
- 70.2.1.2** An eligibility list exists, but there is an insufficient number of available eligibles, and the appointing authority requests three (3) ranks of eligibles to interview.

REFERENCE: 1. Education Code Sections 45260, 45261, 45287, 45288, and 45289

70.2.2 LENGTH OF PROVISIONAL APPOINTMENT: A provisional appointment may accumulate to a total of ninety (90) working days. A ninety (90) calendar day interval shall elapse before an employee is again eligible to serve in any full-time provisional assignment. In no case may a person be employed in full-time provisional assignments for a total of more than 126 working days in any fiscal year.

REFERENCE: 1. Education Code Sections 45260, 45261, 45287, 45288, and 45289

70.2.3 EXTENSION OF PROVISIONAL APPOINTMENT: The Commission may extend the ninety (90) working day provisional appointment for a period not to exceed thirty-six (36) additional working days provided:

70.2.3.1 An examination for the class was completed during the initial ninety (90) working days of an employee's provisional assignment.

70.2.3.2 Satisfactory evidence is presented indicating:

1. Adequate recruitment effort has been and is being made.
2. Extension of this provisional assignment is necessary to carry on vital functions of the District or;
3. The position cannot be satisfactorily filled by use of other employment lists or procedures.

REFERENCE: 1. Education Code Sections 45260, 45261, 45287, 45288, and 45289

70.2.4 SUCCESSIVE NINETY (90) DAY APPOINTMENTS: In the absence of an appropriate eligibility list, successive ninety (90) working day appointments may be made to a position for a period exceeding the 126 working day limitation when:

70.2.4.1 Continuous examination procedures have been authorized by the Commission or;

70.2.4.2 The position is less than twenty (20) hours per week.

70.2.4.3 Such appointment shall continue only until certification from an appropriate list can be made.

REFERENCE: 1. Education Code Sections 45260, 45261, 45287, 45288, and 45289

70.2.5 QUALIFICATIONS OF PROVISIONAL APPOINTEES: Provisional appointees must meet the qualifications for the classification stated in the class specification. The appropriateness of qualifications shall be made by the Director of Classified Personnel prior to appointment.

REFERENCE: 1. Education Code Sections 45260, 45261, 45287, 45288, and 45289

70.2.6 STATUS OF PROVISIONAL EMPLOYEES: To be eligible for appointment to a regular position, the provisional appointee must qualify by competitive examination for a place on the eligibility list.

70.2.6.1 Time served in provisional status shall not be counted as credit toward permanency or completion of the probationary period for the class in which the provisional appointment is made.

REFERENCE: 1. Education Code Sections 45260, 45261, 45287, 45288, and 45289

70.2.7 TERMINATING PROVISIONAL APPOINTMENT: The services of a provisional appointee shall be terminated within fifteen (15) working days after the date on which certification for interview

from an eligibility list has been made, provided that this 15-day period does not extend beyond the 90-day working provisional assignment. A provisional appointment may be terminated at any time, at the discretion of the appointing authority.

REFERENCE: 1. Education Code Sections 45260, 45261, 45287, 45288, and 45289

70.3.3 SUMMER AND OTHER RECESS PERIOD ASSIGNMENTS: When the Board establishes temporary positions during the recess period between the regular September to June school year, or during other recess periods during the school year, those positions shall be offered to regular employees of the District not regularly employed during these periods. Appointment to these positions shall be made first among employees who have requested recess period work and are working in the classification needed. Second, appointment shall be made among qualified employees working in other classifications, and finally among qualified persons not currently employed by the District.

REFERENCE: 1. Education Code Sections 45102, 45260, and 45261

110.1.2 POSITION TRANSFER: A position transfer may be initiated by the District Administration or at the request of the employee. An employee may request a position transfer if he/she is performing satisfactorily. An employee whose last evaluation was unsatisfactory or needs to improve is not eligible for transfer, except with the approval of the Personnel Director. Administration initiated position transfers may be made at any time for the good of the Classified Service upon recommendation of the department/site supervisors and the approval of the Personnel Director and shall be governed by the following rules:

110.1.2.1 An employee who is about to be transferred shall be notified in writing by his immediate supervisor at least ten (10) working days prior to the effective date of the transfer.

110.1.2.2 An employee may request a conference or written statement regarding the reasons for an involuntary transfer. Upon such a request the District will comply prior to the effective date of the transfer. The reasons for the transfer shall be clearly spelled out in detail to the employee.

110.1.2.3 Employees shall not be transferred for punitive, preferential, or disciplinary reasons except as allowed under the disciplinary action provisions of these rules and regulations.

110.1.2.4 Involuntary transfers to or from shifts paying a differential shall only be done for disciplinary reasons except as allowed in Personnel Commission Rule.

110.1.2.5 Employees may appeal involuntary transfers through the Commission's grievance procedure.

Note: No reference to Appendix D for PCR 150

APPENDIX E: LABOR CODE REFERENCES

LC 230.8

(a) (1) No employer who employs 25 or more employees working at the same location shall discharge or in any way discriminate against an employee who is a parent, guardian, or grandparent having custody, of one or more children in kindergarten or grades 1 to 12, inclusive, or attending a licensed child day care facility, for taking off up to 40 hours each year, not exceeding eight hours in any calendar month of the year, to participate in activities of the school or licensed child day care facility of any of his or her children, if the employee, prior to taking the time off, gives reasonable notice to the employer of the planned absence of the employee.

(2) If both parents of a child are employed by the same employer at the same worksite, the entitlement under paragraph (1) of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the employer, such that the other parent may take a planned absence simultaneously as to that same child under the conditions described in paragraph (1) only if he or she obtains the employer's approval for the requested time off.

(b) (1) The employee shall utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence authorized by this section, unless otherwise provided by a collective bargaining agreement entered into before January 1, 1995, and in effect on that date. An employee also may utilize time off without pay for this purpose, to the extent made available by his or her employer. The entitlement of any employee under this section shall not be diminished by any collective bargaining agreement term or condition that is agreed to on or after January 1, 1995.

(2) Notwithstanding paragraph (1), in the event that all permanent, full-time employees of an employer are accorded vacation during the same period of time in the calendar year, an employee of that employer may not utilize that accrued vacation benefit at any other time for purposes of the planned absence authorized by this section.

(c) The employee, if requested by the employer, shall provide documentation from the school or licensed child day care facility as proof that he or she participated in school or licensed child day care facility activities on a specific date and at a particular time. For purposes of this subdivision, "documentation" means whatever written verification of parental participation the school or licensed child day care facility deems appropriate and reasonable.

(d) Any employee who is discharged, threatened with discharge, demoted, suspended, or in any other manner discriminated against in terms and conditions of employment by his or her employer because the employee has taken time off to participate in school or licensed child day care facility activities as described in this section shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by the acts of the employer. Any employer who willfully refuses to rehire, promote, or otherwise restore an employee or former employee who has been determined to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing authorized by law shall be subject to a civil penalty in an amount equal to three times the amount of the employee's lost wages and work benefits.

LC 233

(a) Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to an illness of a child, parent, spouse, or domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use by an employee of sick leave to attend to an illness of his or her child, parent, spouse, or domestic partner. This section does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2606 et seq.), regardless of whether the employee receives sick leave compensation during that leave.

(b) As used in this section:

(1) "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.

(2) "Employer" means any person employing another under any appointment or contract of hire and includes the state, political subdivisions of the state, and municipalities.

(3) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

(4) "Sick leave" means accrued increments of compensated leave provided by an employer to an employee as a benefit of the employment for use by the employee during an absence from the employment for any of the following reasons:

(A) The employee is physically or mentally unable to perform his or her duties due to illness, injury, or a medical condition of the employee.

(B) The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee.

(C) The absence is for other medical reasons of the employee, such as pregnancy or obtaining a physical examination. "Sick leave" does not include any benefit provided under an employee welfare benefit plan subject to the federal Employee Retirement Income Security Act of 1974 (Public Law 93-406, as amended) and does not include any insurance benefit, workers' compensation benefit, unemployment compensation disability benefit, or benefit not payable from the employer's general assets.

(c) No employer shall deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness of a child, parent, spouse, or domestic partner of the employee.

(d) Any employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day's pay, whichever is greater, and to appropriate equitable relief.

(e) Upon the filing of a complaint by an employee, the Labor Commissioner shall enforce the provisions of this section in accordance with the provisions of Chapter 4 (commencing with Section 79) of Division 1, including, but not limited to, Sections 92, 96.7, 98, and 98.1 to 98.8, inclusive. Alternatively, an employee may bring a civil action for the remedies provided by this section in a court of competent jurisdiction. If the employee prevails, the court may award reasonable attorney's fees.

(f) The rights and remedies specified in this section are cumulative and nonexclusive and are in addition to any other rights or remedies afforded by contract or under other provisions of law.

APPENDIX F:

**SUBFINDER SYSTEM
Sub Finder System from CRS, INC.
CLASSIFIED
EMPLOYEE INSTRUCTIONS**

Webconnect address
<https://subfind.vvuhsd.org/webconnect>



SubFinder: 760-951-2387

Help Desk: 760-955-3200, ext. 10207

Call SubFinder to record, review, or cancel absences, and to review and change your personal information. Remember, SubFinder only works from touch-tone telephones!

WHEN REPORTING AN ABSENCE, ALWAYS WAIT FOR THE JOB NUMBER BEFORE DISCONNECTING OR YOUR ABSENCE MAY NOT BE RECORDED.

MAIN MENU

- To Report an Absence **Press 1**
- To Review an Absence **Press 2**
- To Cancel an Absence **Press 3**
- To Review Personal Information **Press 4**
- To Leave the SubFinder System **Press 9**

REPORT AN ABSENCE – OPTION #1

When reporting an absence, SubFinder will ask you for the following information:

1. Date(s) and times of the absence
2. Reason for the absence
3. If a substitute is required for the absence
4. Special instructions for the substitute

- From the Main Menu **Press 1****
SubFinder plays the **ABSENCE MENU**
- For all day today **Press 1**
 - For all day your next work day **Press 2**
 - To enter specific dates and times **Press 3**
 - To return to the Main Menu **Press 9**

FOR ALL DAY TODAY or ALL DAY THE NEXT WORK DAY

- From the Absence Menu**
- For all day today **Press 1**
 - For all day the next work day **Press 2**
- SubFinder will play the absence date and times.
If correct **Press 1** If incorrect **Press 2**

ENTER THE ABSENCE REASON

SubFinder will play a list of absence reasons. Press the number of the appropriate reason followed by the pound sign (#). SubFinder will repeat the reason.
If correct **Press 1** If incorrect **Press 2**

SUBSTITUTE REQUIRED

- If sub required for the entire absence **Press 1**
- If sub required for part of the absence **Press 2**
- If sub not required **Press 3**

ASSIGN OR REQUEST SUBSTITUTE

- To let SubFinder select a substitute **Press 1**
- To request a specific substitute **Press 3**
- To return to the Main Menu **Press 9**

If requesting substitute, enter substitute's SubFinder-assigned ID # followed by the pound sign (#).

RECORD SPECIAL INSTRUCTIONS

- To record special instructions **Press 1**
 - Otherwise **Press 2**
- If you **press 1**, record a short message after the tone. When you are finished, press the pound sign (#). SubFinder will repeat the message.
If Correct **Press 1** If Incorrect **Press 2**

ALWAYS WAIT FOR THE JOB NUMBER BEFORE DISCONNECTING OR ABSENCE MAY NOT BE RECORDED.

ENTER SPECIFIC DATES AND TIMES

Step 1: Enter the first date of the absence (MMDD) followed by the pound sign (#). To begin the absence today, press star (*).

Step 2: Enter time the absence begins (HHMM) followed by the pound sign (#). If the absence begins at the start of the workday, press star (*). If you enter a specific time:

For A.M. **Press 1** For P.M. **Press 2**

Step 3: Enter the last date of the absence (MMDD) followed by the pound sign (#). For a single day absence, press star (*).

Step 4: Enter the time the absence ends (HHMM) followed by the pound sign (#). If the absence ends at the end of the workday, press star (*). If you enter a specific time:

For A.M. **Press 1** For P.M. **Press 2**

SubFinder will repeat the date(s) and times of the absence.
If correct **Press 1** If incorrect **Press 2**

NOTE: When reporting a multiple-day absences, you will be asked if to use the **Employee's Schedule** or the **Same Times Every Day**.
Employee's Schedule - the absence will follow the employee's standard work times.
Same Times Every Day - the absence will be reported for the same times each day of the absence.

From this point forward SubFinder will follow the same procedures used when reporting an absence for All Day Today or All Day the Next Workday.

REVIEW AN ABSENCE: OPTION #2

From the Main Menu Press 2
SubFinder will play all your scheduled absences, if any exist, beginning with the next scheduled and moving forward. After each absence you will be given some of the following options:

- To hear the absence again **Press 2**
- To hear the next absence **Press 3**
- To cancel this absence **Press 4**
- To change the special instructions **Press 5**
- To record special instructions **Press 6**
- To return to the Main Menu **Press 9**

Option #4 is **only** available if you called prior to the cancellation deadline established by your district. If you press **4**, SubFinder will ask for confirmation.

- To confirm cancellation **Press 1**
- Otherwise **Press 2**

Option #5 is **only** available if you originally recorded Special Instructions. If you press **5**, record the new message after the tone. When you are finished, press the pound sign (#). SubFinder will repeat the message.

- If correct **Press 1**
- If incorrect **Press 2**

Option #6 **only** be available if you did not originally record Special Instructions. If you press 6, record the message after the tone. When you are finished, press the pound sign (#). SubFinder will repeat the message.

- If correct **Press 1**
- If incorrect **Press 2**

CANCEL AN ABSENCE OPTION #3

From the Main Menu Press 3

- Enter the job # followed by the pound sign (#).
SubFinder will play the absence.
- To cancel the absence **Press 1**
 - To return to the Main Menu **Press 9**
- If you press **1**, SubFinder will ask for confirmation.
- To confirm the cancel **Press 1**
 - Otherwise **Press 2**

- A box appears to confirm that you want to cancel the job. To cancel click the **ok** button. To go back to the review jobs page click the **cancel** button.

REVIEW PERSONAL INFORMATION

SubFinder will show the Personal Information Menu

- To review the site, position, and job hours click on the words **General Info**
- To review your phone number and address click on the word **Address**.
- To review your certifications click on the word **certifications**.

- To review the how many days you have to use for reasons controlled by leave control click the word **leave control**.

REVIEW PERSONAL INFO: OPTION #4

From the Main Menu Press 4

SubFinder will provide you with the following information: your home site, your *standard* work times, your primary job position, your SubFinder-assigned ID number (used only when your administrator needs to create an absence for you), and your name as recorded. To change your home site, work times, or primary job position, contact your supervisor.

- To record your name **Press 1**
- To record your itinerant message **Press 2**
- To return to the Main Menu **Press 9**

If you press **1**, wait for the tone and record your name. When you are finished, press the pound sign (#). SubFinder will repeat your name.

Option #2 is **only** be available if you are set up within SubFinder as an itinerant employee. If you press **2**, wait for the tone and record your itinerant message - usually your schedule for the week. When you are finished, press the pound sign (#). SubFinder will repeat your message.

- If correct **Press 1**
- If incorrect **Press 2**

*ABSENCE REASONS

ILLNESS	1
PERSONAL NECESSITY	2
BEREAVEMENT	3
JURY DUTY	4
CIVIC DUTY	5
CONFERENCE	8
VACATION	9
UNION BUSINESS	10
MATERNITY	11
DISTRICT AUTHORIZED BUSINESS	12
MILITARY DUTY	13
COMP TIME	14

- Your employee ID is located at the top of the page under the title Substitute ID. **YOU DO NOT USE THIS ID AS YOUR PIN WHEN SIGNING IN.**

LogOut

TO Log Out of WebConnect

Click the LogOut Button and you are logged out of the system.

APPENDIX G:

Right to Representation Form - Two (2) Working Day Notice:



**Victor Valley Union High School District
Right to Representation Form
Two (2) working day notice**

TO: _____ Date: _____

The purpose of this memo is to notify you of a meeting to be held on:

Date: _____ at Time: _____

This meeting will be to discuss _____ and will be held

(Location)

This meeting could be disciplinary in nature or could lead to discipline. You have the right to have a representative present at this meeting:

_____ This meeting is an evaluation conference which could lead to discipline.

_____ This meeting could relate to discipline.

_____ This meeting relates to discipline.

Administrator

Employee

Date

Date

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