

COLLECTIVE BARGAINING AGREEMENT

*between the*

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION CHAPTER 132

*and the*

PAJARO VALLEY UNIFIED  
SCHOOL DISTRICT

*2 0 0 6 - 2 0 0 9*

# Table of Contents

<b>TABLE OF CONTENTS</b> .....	<b>1</b>
<b>AGREEMENT</b> .....	<b>1</b>
<b>ARTICLE I. RECOGNITION</b> .....	<b>1</b>
<b>ARTICLE II. DISTRICT RIGHTS</b> .....	<b>1</b>
<b>ARTICLE III. ORGANIZATIONAL RIGHTS</b> .....	<b>1</b>
A. CSEA RIGHTS:.....	1
<b>ARTICLE IV. ORGANIZATIONAL SECURITY AND DUES DEDUCTION</b> .....	<b>2</b>
A. ORGANIZATIONAL SECURITY:.....	2
B. DUES AND SERVICE FEE DEDUCTIONS: .....	3
<b>ARTICLE V. JOB STEWARDS</b> .....	<b>4</b>
A. PURPOSE:.....	4
B. SELECTION OF JOB STEWARDS:.....	4
C. DUTIES AND RESPONSIBILITIES OF JOB STEWARDS: .....	4
D. DUTIES OF SITE REPRESENTATIVES: .....	4
E. AUTHORITY: .....	4
F. CSEA STAFF ASSISTANCE:.....	4
<b>ARTICLE VI. DEFINITIONS</b> .....	<b>5</b>
A. DEFINITIONS:.....	5
<b>ARTICLE VII. JOB CLASSIFICATIONS</b> .....	<b>9</b>
A. EVALUATING JOB CLASSIFICATIONS: .....	9
<b>ARTICLE VIII. HOURS AND OVERTIME</b> .....	<b>9</b>
A. STANDARD WORK WEEK: .....	9
B. WORK DAY:.....	9
C. WORK YEAR (CALENDAR):.....	9
D. LUNCH PERIOD: .....	10
E. REST PERIODS: .....	10
F. MINIMUM CALL-IN OR CALL-BACK TIME: .....	10
G. ADJUSTMENT OF ASSIGNED TIME: .....	10
H. OVERTIME:.....	11
I. SPLIT SHIFT DIFFERENTIAL COMPENSATION: .....	11
J. SHIFT DIFFERENTIAL COMPENSATION:.....	11
K. COMPENSATORY TIME OFF: .....	11
L. IN-SERVICE DAYS:.....	12
M. SUMMER SCHOOL ASSIGNMENT: .....	12
N. ADDITIONAL HOURS: .....	13
<b>ARTICLE IX. LEAVES</b> .....	<b>13</b>
A. LEAVE OF ABSENCE FOR ILLNESS OR INJURY: .....	13
B. EXTENDED SICK LEAVE: .....	14
C. VERIFICATION OF ILLNESS ACCIDENT OR QUARANTINE: .....	14
D. INDUSTRIAL AND ACCIDENT AND ILLNESS LEAVE: .....	14
E. ADDITIONAL LEAVE FOR NON-INDUSTRIAL ACCIDENT OR ILLNESS: .....	15
F. BEREAVEMENT LEAVE:.....	15
G. PERSONAL NECESSITY LEAVE:.....	16

H.	MILITARY LEAVE: .....	16
I.	RETURN FROM LEAVE: .....	16
J.	MATERNITY LEAVE: .....	16
K.	ADOPTION LEAVE: .....	17
L.	PATERNITY LEAVE: .....	17
M.	JURY DUTY OR WITNESS LEAVE: .....	17
N.	LEAVES WITHOUT PAY: .....	17
O.	RETURN TO DUTY: .....	18
P.	ASSOCIATION LEAVE: .....	18
Q.	FAMILY CARE AND MEDICAL LEAVE: .....	18
R.	CATASTROPHIC ILLNESS OR INJURY: .....	19
<b>ARTICLE X. TRANSFERS .....</b>		<b>21</b>
A.	VOLUNTARY TRANSFERS: .....	21
B.	INVOLUNTARY TRANSFERS: .....	22
C.	MEDICAL TRANSFERS: .....	22
D.	MILEAGE COMPENSATION DURING REGULAR OR TEMPORARY ASSIGNMENTS: .....	22
<b>ARTICLE XI. HOLIDAYS .....</b>		<b>23</b>
A.	HOLIDAYS: .....	23
B.	HOLIDAYS ON SATURDAY OR SUNDAY: .....	23
C.	DECLARED HOLIDAYS: .....	23
D.	HOLIDAY BREAK FOR NON-REGULAR DUTY ASSIGNMENT: .....	23
E.	REQUIRED TO WORK A HOLIDAY PAY: .....	23
<b>ARTICLE XII. VACATIONS .....</b>		<b>23</b>
A.	EARNING VACATION ON AN HOURLY BASIS: .....	23
B.	VACATION EARNED ON A FISCAL YEAR BASIS: .....	24
C.	EMPLOYEES PAID ON DISTRICT APPROVED LEAVE: .....	24
D.	PAID VACATION: .....	24
E.	VACATION PAY: .....	24
F.	VACATION PAY UPON TERMINATION: .....	26
G.	VACATION POSTPONEMENT: .....	26
H.	HOLIDAYS: .....	26
I.	VACATION SCHEDULE: .....	26
J.	SEPARATION FROM SERVICE: .....	27
<b>ARTICLE XIII. EVALUATION PROCEDURES .....</b>		<b>27</b>
A.	EVALUATION BY SUPERVISOR: .....	27
B.	FREQUENCY OF FORMAL EVALUATIONS: .....	27
C.	REPRESENTATION: .....	27
D.	EVALUATION FORMS: .....	27
E.	EVALUATION SATISFACTION: .....	28
F.	MATERIALS: .....	28
G.	PERMANENT EMPLOYEE DISSATISFACTION: .....	28
H.	WRITTEN MATERIALS: .....	28
I.	EVALUATION COMMITTEE: .....	28
<b>ARTICLE XIV. HEALTH AND WELFARE BENEFITS .....</b>		<b>29</b>
A.	ELIGIBILITY: .....	29
B.	FRINGE BENEFIT COMMITTEE: .....	29
C.	EARLY RETIREES: .....	29
D.	DISTRICT'S INSURANCE PLAN: .....	29
E.	MEDICAL COVERAGE: .....	29
F.	TINTING OF GLASSES: .....	29
<b>ARTICLE XV. PAY AND ALLOWANCES .....</b>		<b>30</b>
A.	REGULAR RATE OF PAY: .....	30
B.	PAYCHECKS: .....	30
C.	FREQUENCY - ONCE MONTHLY: .....	30

D.	PAYROLL ERRORS:	30
E.	SPECIAL PAYMENTS:	30
F.	LOST CHECK:	30
G.	UNIFORMS:	30
H.	TOOLS:	30
I.	SAFETY EQUIPMENT:	31
J.	NON-OWNED AUTOMOBILE INSURANCE:	31
K.	PHYSICAL EXAMINATION:	31
L.	MILEAGE:	32
M.	MEALS:	32
N.	LODGING:	32
O.	LONGEVITY:	32
P.	EMPLOYEES WORKING OUT OF CLASS:	32
Q.	PERS CONTRIBUTION:	33
R.	COMPENSATION - LESS THAN 4 HOUR EMPLOYEES:	33
<b>ARTICLE XVI. COMPENSATION FOR TRAINING</b>		<b>33</b>
A.	TRAINING SESSIONS:	33
B.	TRANSPORTATION DEPARTMENT EXPENSES:	33
<b>ARTICLE XVII. GRIEVANCES</b>		<b>34</b>
A.	PURPOSE:	34
B.	DEFINITIONS:	34
C.	TIME LIMITS:	34
D.	INFORMAL CONFERENCE:	34
E.	LEVEL I:	34
F.	LEVEL II:	35
G.	LEVEL III:	35
H.	LEVEL IV:	35
I.	MISCELLANEOUS:	36
<b>ARTICLE XVIII. CONCERTED ACTIVITIES</b>		<b>37</b>
A.	STRIKES:	37
B.	REPRESENTATIVES:	37
C.	NO LOCKOUT:	37
<b>ARTICLE XIX. PROFESSIONAL GROWTH</b>		<b>37</b>
A.	4760 BASIC POLICY:	37
B.	4761 PROFESSIONAL GROWTH COMMITTEE:	38
C.	4762 ACCEPTABLE PROGRAMS:	38
D.	4763 CRITERIA FOR POINT CREDIT:	38
E.	4764 CREDIT:	39
F.	4765 PARTICIPATION PROCEDURE:	39
G.	4766 CONTINUING EDUCATION - JOINT EXPLORATION:	40
<b>ARTICLE XX. INSTRUCTIONAL SUPPORT PERSONNEL (ISP)</b>		<b>40</b>
<b>ARTICLE XXI. SAFETY</b>		<b>40</b>
A.	COMPLIANCE:	40
B.	REQUIREMENTS:	40
C.	SAFETY EQUIPMENT:	40
D.	CSEA:	41
E.	DISCRIMINATION:	41
<b>ARTICLE XXII. LAYOFF AND RE-EMPLOYMENT</b>		<b>41</b>
A.	DEFINITIONS:	41
B.	BUMPING RIGHT/LAYOFF RIGHT:	41
C.	APPLICATION:	42
D.	NOTICE:	42
E.	RE-EMPLOYMENT RIGHTS:	43

F.	UNEMPLOYMENT:.....	44
G.	SENIORITY LIST:.....	44
<b>ARTICLE XXIII. CONTRACTING OUT BARGAINING UNIT WORK .....</b>		<b>44</b>
A.	CONTRACT OUT WORK:.....	44
B.	DISTRICT INTENT:.....	44
C.	CSEA:.....	44
D.	EMERGENCIES:.....	44
E.	BARGAINING UNIT:.....	45
F.	VOLUNTEER USAGE:.....	45
G.	UNIT MEMBERS:.....	45
<b>ARTICLE XXIV. SEVERABILITY.....</b>		<b>45</b>
<b>ARTICLE XXV. DISCIPLINE.....</b>		<b>45</b>
A.	PROCEDURES FOR DISCIPLINARY ACTION AND APPEALS:.....	45
B.	PROGRESSIVE DISCIPLINE:.....	47
C.	NOTICE OF DISCIPLINARY ACTION:.....	49
<b>ARTICLE XXVI. FLOATER BUS DRIVER POSITIONS .....</b>		<b>51</b>
A.	ESTABLISHMENT OF POSITIONS:.....	51
B.	DUTIES OF FLOATERS:.....	51
C.	GENERAL PROVISIONS:.....	52
<b>ARTICLE XXVII. TRANSPORTATION AGREEMENT .....</b>		<b>52</b>
A.	EXTRA WORK ASSIGNMENTS:.....	52
B.	BUS DRIVERS:.....	52
C.	TRANSPORTATION DISPATCHER:.....	52
D.	TIMELY BID ROUTES:.....	53
E.	COMPENSATION:.....	53
F.	TIME FRAMES:.....	53
G.	AFTER-SCHOOL PROGRAMS:.....	53
H.	“FLOATER” ASSIGNMENT:.....	53
<b>ARTICLE XXVIII. YEAR-ROUND EDUCATION (YRE).....</b>		<b>53</b>
A.	GENERAL PROVISIONS:.....	53
B.	MIGRANT/CHAPTER ONE/LEP/SIP INSTRUCTIONAL JOB FAMILY:.....	55
C.	BUS DRIVERS:.....	55
D.	FOOD SERVICES:.....	55
E.	CLERICAL:.....	55
F.	LIBRARY-MEDIA TECHNICIAN:.....	56
G.	SPECIAL EDUCATION:.....	56
H.	CALENDAR:.....	56
I.	OPTING IN/OPTING OUT:.....	56
<b>ARTICLE XXIX. DESIGNATION OF MULTILINGUAL CLASSIFICATION.....</b>		<b>56</b>
A.	INTRODUCTION:.....	56
B.	DEFINITIONS:.....	57
C.	PREFERRED POSITIONS:.....	57
D.	PROCEDURES:.....	58
E.	IMPLEMENTATION, HIRING AND RECRUITMENT:.....	59
F.	EFFECTIVE DATE:.....	59
G.	INCORPORATION INTO NEGOTIATED AGREEMENT:.....	60
<b>ARTICLE XXX. DRUG AND ALCOHOL TESTING/ TRANSPORTATION EMPLOYEES .....</b>		<b>60</b>
A.	PURPOSE:.....	60
B.	ADMINISTRATION REGULATION FOR DRUG AND ALCOHOL TESTING:.....	60
C.	DEFINITIONS:.....	60
D.	PROHIBITED CONDUCT:.....	61
E.	REQUIRED ALCOHOL AND CONTROLLED SUBSTANCE TESTING:.....	63

F. RECORDS:.....	66
G. NOTIFICATIONS:.....	66
H. TRAINING:.....	67
I. DRIVER REFERRALS:.....	67
J. MISCELLANEOUS:.....	67
<b>ARTICLE XXXI. NO CHILD LEFT BEHIND ACT (“NCLB”).....</b>	<b>68</b>
A. NCLB COMPLIANCE FOR INSTRUCTIONAL PARAPROFESSIONALS:.....	68
<b>ARTICLE XXXII. COMPLETION OF AGREEMENT, TERM AND REOPENER .....</b>	<b>69</b>
A. EFFECTIVE DATE:.....	69
B. PROVISIONS:.....	69
C. TERM:.....	69
<b>APPENDIX A - MEMORANDUMS OF UNDERSTANDING.....</b>	<b>71</b>
A-1 .....	71
A-2 .....	72
A-3 .....	73
A-4 .....	74
<b>APPENDIX B - SALARY SCHEDULE.....</b>	<b>75</b>
<b>APPENDIX C .....</b>	<b>76</b>
<b>APPENDIX D .....</b>	<b>77</b>
<b>APPENDIX E.....</b>	<b>78</b>
<b>APPENDIX F.....</b>	<b>79</b>
<b>APPENDIX G .....</b>	<b>80</b>
<b>INDEX.....</b>	<b>81</b>

## **AGREEMENT**

This AGREEMENT, hereinafter referred to as "Agreement", is entered into this July 1, 2006, by and between the PAJARO VALLEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District" and CHAPTER 132 OF CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, hereafter referred to as "CSEA."

The term "Agreement" as used herein means the written agreement provided under Section 3540.1 subdivision (h) of the Government Code.

The terms of the Agreement shall be to June 30, 2009, (see Article XXXII).

## **ARTICLE I. RECOGNITION**

The District recognizes CSEA Chapter 132 as the exclusive bargaining representative for all classified employees, including all Migrant Head Start classified employees working more than 126 days per year, as set forth in Appendix A.

During the life of this Agreement, all newly created classified positions, except those lawfully excluded shall be assigned to the bargaining unit. The District shall consult with CSEA prior to excluding a position. Disputed cases shall be submitted to PERB for resolution and shall not be processed as grievances.

The District shall not discriminate against any classified employee on the basis of race, color, national origin, sex, disability or union activities.

## **ARTICLE II. DISTRICT RIGHTS**

The District retains all of its powers and authority to manage, direct, and control the operation of the District to the full extent of the law. Included in those duties and powers, but not limited thereto, is the right to: direct the work of its employees; determine the kinds and levels of services to be provided and the methods and means of providing them; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operation; determine the times and hours of operation; build, move or modify the facilities; develop a budget; determine budgetary allocations; and contract out work. In addition, the Board retains the right to hire, classify, promote, transfer, assign, evaluate, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms are in conformance with the laws of California. This Article is subject to determination of the CSEA v. Healdsburg decision.

## **ARTICLE III. ORGANIZATIONAL RIGHTS**

### **A. CSEA RIGHTS:**

CSEA shall have the following rights contained in addition to the rights contained in any other portion of this Agreement:

1. The right of access at reasonable times to areas in which employees work, for the purpose of representing bargaining unit members on grievances and matters related to grievances.
2. The right to use, without charge, institutional bulletin boards, mailboxes, and the use of the school mail system, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters.
3. The right to use, without charge, institutional equipment, facilities, and buildings at reasonable times, for the purpose of processing grievances and matters related to grievances.
4. The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees on the effective date of this Agreement and annually thereafter. The roster shall indicate the employee's present classification and primary job site.
5. The right to receive, upon request, without cost, copies of any and all materials related to wages, hours, and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.
6. The right to conduct orientation sessions about this Agreement and CSEA for bargaining unit employees within the first six months.
7. Members of CSEA's negotiating team shall be entitled to meet, with sufficient notice, for three days during the academic year to prepare for negotiations in addition to the time actually spent in negotiations.
8. DISTRIBUTION OF CONTRACT: Within thirty (30) days after the execution of this contract, the District shall print or duplicate and provide without charge, a copy of this Agreement to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment.
9. The District shall provide each employee, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.
10. The District will provide secured storage space to CSEA. The location shall be chosen by the District with CSEA approval. The District may change the site at any time with thirty (30) days notice to the CSEA Chapter President. CSEA agrees to hold the District harmless for any and all damage or loss of CSEA property.
11. Neither the employer nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activities.

## **ARTICLE IV. ORGANIZATIONAL SECURITY AND DUES DEDUCTION**

### **A. ORGANIZATIONAL SECURITY:**

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

collective bargaining activities.

2. Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
3. No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.
4. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non-religious organizations exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

United Way	American Diabetes Association
American Red Cross	American Heart Association
American Cancer Society	
5. Any employee claiming this religious exemption must file a written request for exemption with CSEA. If the request is granted, the employee shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made or shall authorize payroll deduction of such payments.

**B. DUES AND SERVICE FEE DEDUCTIONS:**

1. CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District for employees in the bargaining unit.
2. The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are represented by the bargaining unit. CSEA will provide the District with a dues and service fee schedule.
3. The District shall, without charge, pay to CSEA according to the established payroll schedules, all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees whose requests for religious exemption pursuant to this agreement have been approved by CSEA. Charity deductions shall be made through authorized payroll deductions.
4. Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
5. The District shall notify the CSEA chapter treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
6. CSEA shall indemnify, defend and hold the District harmless from any and all claims, suits or any other action, including attorneys' fees, arising from the implementation of or duties

created by this article.

## **ARTICLE V. JOB STEWARDS**

### **A. PURPOSE:**

The District recognizes the need and affirms the right of CSEA to designate Job Stewards from among employees in the unit. It is agreed that CSEA in appointing stewards does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the immediate level of supervision.

### **B. SELECTION OF JOB STEWARDS:**

CSEA reserves the right to designate the number and method of selection of Job Stewards. CSEA shall notify the District in writing of the names of the Job Stewards and the group they represent. If a change is made, the District shall be advised in writing of such changes.

### **C. DUTIES AND RESPONSIBILITIES OF JOB STEWARDS:**

The following shall be understood to constitute the duties and responsibilities of Job Stewards:

1. After notifying his/her immediate supervisor, a Job Steward shall be permitted to leave his/her normal work area during reasonable times in order to assist in investigation, preparation, writing, and presentation of grievances. A Job Steward or any CSEA official shall advise the Supervisor of the grievant and/or the Site Administrator of his/her presence prior to the meeting with the grievant or other employees. The Job Steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
2. If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Job Steward at the time of notification mentioned in Section C.1, the Job Steward shall be permitted to leave his/her normal work area no later than two (2) hours after the Job Steward provides notification.
3. The Job Steward shall report to his/her immediate supervisor upon return to duty.

### **D. DUTIES OF SITE REPRESENTATIVES:**

1. To ensure and maintain a CSEA bulletin board at their site; to post and distribute all CSEA information sent by the Chapter.
2. To assist the Job Steward on-site when needed.

### **E. AUTHORITY:**

Job Stewards shall have the authority to file notice and take action on behalf of bargaining unit employees relative to rights afforded under this Agreement.

### **F. CSEA STAFF ASSISTANCE:**

Job Stewards shall at any time be entitled to seek and obtain assistance from CSEA Staff Personnel for the purpose of processing grievances and matters related thereto and other reasons relating to wages, hours, and terms and conditions of employment covered by this Agreement.

## ARTICLE VI. DEFINITIONS

### A. DEFINITIONS:

1. ACADEMIC YEAR is the period from August through June (July through June for year-round schools) when students are normally required to be in attendance and includes all recess periods falling within that time span.
2. ALLOCATION is the placement of a class on a specific salary schedule range or rate.
3. ANNIVERSARY DATE is the date upon which an employee is granted salary step advancement earned by completion of a required period of service, which shall not exceed one calendar year from the initial date of employment, the date of the last salary step advancement, or, in the case of change of classification, the date of such change.
4. BARGAINING UNIT includes all classified employees shown on Appendix A.
5. BARGAINING UNIT SENIORITY is secured by date of hire in a class or classes included in the bargaining unit.
6. BUMPING RIGHT is the right of an employee, to displace an employee with less seniority in a class.
7. CLASS is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
8. CLASSIFICATION is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
9. CSEA is local bargaining unit Chapter 132 represented by its Executive Board. Notification of any agreement between state/parent organizations or its representatives and the District shall be given to Chapter 132 officers or executive board members.
10. DEMOTION is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate.
11. DIFFERENTIAL is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment or hazardous work.
12. FISCAL YEAR AND SCHOOL YEAR is July 1st through June 30th
13. HEALTH AND WELFARE BENEFITS means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, dental, optical, life, disability, or income protection insurance.
14. INCUMBENT is an employee assigned to a position and who is currently serving in or on leave from the position.

15. INDUSTRIAL ACCIDENT OR ILLNESS is an injury or illness arising out of or in the course of employment with the District.
16. INVOLUNTARY DEMOTION is a demotion without the employee's voluntary written consent.
17. JOB DESCRIPTION AND CLASS SPECIFICATION is the description of the duties, responsibilities, minimum qualifications and authority of positions in a class.
18. JOB FAMILY OR SERIES is comprised of one or more class(es) which bear a relationship to one another through the types of tasks performed or the nature of the job.

**JOB FAMILY OR JOB SERIES ARE:**

- Accounting/Fiscal Services
- Custodial
- Data Processing
- Equipment Maintenance
- Facilities Maintenance
- Food Services
- Grounds Maintenance
- Instructional
- Instructional Support
- Media Services
- Secretarial/Clerical
- Storekeeping/Supply
- Transportation

Job families or series have no substantive effect except as references. A reclassification within a family/series shall not disturb the internal relationships between classes as set forth by the Personnel Commission.

19. LEAVE AND TRANSFER POLICIES means any policy concerning any form of employee leave or transfer, including but not limited to, sick leave, vacations, personal leave, industrial accident or illness leave, holidays, training leave, or transfer of an employee from one site to another.
20. LIMITED TERM EMPLOYEE is a person hired for a specific temporary project of limited duration (not to exceed six [6] months/one hundred twenty-six [126] working days in a school year), which, when completed, shall no longer be required. Such appointment may also be made for the purpose of substituting for an absent employee, in which case, the term of the appointment shall not exceed the authorized absence of said employee. (Ed. Code § 45286.)
21. MINIMUM QUALIFICATIONS are qualifications mandated for the class and which must be possessed by an employee before he/she can be considered for employment in a specific class. Minimum qualifications shall be approved by the Personnel Commission.
22. NOTICE: Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Superintendent of written notice or First Class Mail notice to the Office of the Superintendent and notice of CSEA shall be written notice personally delivered to the

President of the local chapter or First Class Mail notice directed to 294 Green Valley Road, Watsonville, CA 95076.

23. OVERTIME RATE shall be one and one half (1 ½) times the following rates:
  - a. Regular pay
  - b. Differential pay
  - c. Professional growth
  - d. Longevity pay
24. PERMANENT EMPLOYEE is a regular bargaining unit employee who successfully completes an initial probationary period, which shall be six (6) work months of service beyond the initial date of employment by the District.
25. PERSONNEL FILE: The official personnel file shall be maintained in the Personnel Office. However, the immediate supervisor may maintain a site working copy.
26. POSITION is the work assignment to which a bargaining unit member may be assigned. Each position is assigned to a class with a fixed minimum number of hours per day, days per week, months per year and duties specific to that position. Only the Governing Board has authority to create or delete positions.
27. PROBATIONARY EMPLOYEE is a regular employee who will become permanent upon completion of a prescribed probationary period.
28. PROMOTION is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.
29. PROVISIONAL EMPLOYEE is a person occupying a position pending the establishment of an appropriate employment list. (Ed. Code § 45287.)
30. REALLOCATION is movement of an entire class from one salary range or rate to another salary range or rate.
31. RECLASSIFICATION is the upgrading of a position to a higher class as a result of gradual accretion of the duties and/or responsibilities being performed by the incumbent in such a position. After a recommendation has been made by the Personnel Commission for the reclassification of any position, the District and the CSEA shall, upon the request of either party, negotiate the impact of the reclassification prior to its implementation.
32. RE-EMPLOYMENT is the return to duty of an employee who had been laid-off or reappointed following resignation within thirty-nine (39) months.
33. RE-EMPLOYMENT LIST is a list of names of persons who have been laid-off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for re-employment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to re-employment.
34. REGULAR EMPLOYEE is any employee, whether permanent, probationary, full-time

or part-time, who is not restricted, substitute, short-term, limited term or student employee.

35. RESTRICTED EMPLOYEE is an employee hired pursuant to any local, state, or federally funded program which restricts employment to persons in low income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as may otherwise be specified by this Agreement.
36. SAFETY CONDITIONS OF EMPLOYMENT means any work-related conditions affecting the health, safety, or welfare of the employee.
37. SALARY RATE is a specified amount of money paid for a specific period of service.
38. SALARY SCHEDULE is a series of salary steps and ranges which comprise the rates of pay for all classes.
39. SALARY STEP is one of the salary levels within the range of rates for a class.
40. SCHOOL YEAR AND FISCAL YEAR is July 1st through June 30th.
41. SENIORITY is secured by the date of hire in the District from the first day in probationary status.
42. SENIORITY IN CLASS is secured by the date of hire in a class plus higher classes. (Ed. Code §45308.)
43. SEPARATION is leaving a position; includes resignation, dismissal, layoff and retirement.
44. STUDENT EMPLOYEE is either an employee employed by the District three (3) hours per day or less who is also a full-time student enrolled in the District; or any student employed by the District in any secondary school or college work-study program, or in any state or federally funded work experience program.
45. SUBSTITUTE EMPLOYEE is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
46. SUMMER SCHOOL is that period when schools are in session between June and September which falls outside the academic year.
47. TEMPORARY is employment on a basis other than permanent or probationary; i.e., in limited term or provisional status.
48. UNIFORMS: Any clothing of a particular color, design, pattern or style required to be worn by the District shall be considered a uniform.
49. VOLUNTARY DEMOTION is a demotion agreed to in writing by the employee, CSEA, and the District.
50. WORKING HOURS: All hours in paid status shall be considered working hours

51. YEAR-ROUND EDUCATION: The academic year for year-round schools is the period from July through June when students are normally required to be in attendance and includes all recess periods falling within that time span.

## **ARTICLE VII. JOB CLASSIFICATIONS**

### **A. EVALUATING JOB CLASSIFICATIONS:**

The district will adopt the JOBMEAS System evaluating job classifications, analyzing job content and a methodology for determining range placement regarding classifying new positions and reclassification requests. The District shall have the responsibility of evaluating the results of the program and determining its suitability in each individual situation. In the event that an employee(s) or CSEA disagrees with the District's determination(s), (s)he may appeal to a committee consisting of an equal number of management and unit members but not exceeding five (5) of each. The recommendation of this Committee, to the extent necessary, shall be submitted to the Pajaro Valley Personnel Commission as a joint District/CSEA recommendation. In the event that there is no recommendation by the Committee, either the District or CSEA, when appropriate, may petition the Personnel Commission. Both parties reserve the right to negotiate requests for reclassification. If a request is made to negotiate, it shall be negotiated in April of each year. Reclassification of positions shall not occur more frequently than once every three (3) years.

## **ARTICLE VIII. HOURS AND OVERTIME**

### **A. STANDARD WORK WEEK:**

Full-time for classified employees is eight (8) hours per day (forty [40] hours per week) excluding lunch period. The work week shall be any five (5) consecutive days, not including Sunday. The regular work week shall not be changed without prior approval of the Assistant Superintendent/Personnel, and subject to meeting and conferring with CSEA. This article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry out the business of the District.

1. An employee and his/her immediate supervisor may mutually agree to modify the regular work day to meet the needs of the employee or the District, after prior consultation with CSEA. No employee shall be adversely affected by his/her refusal, including negative performance evaluation.

### **B. WORK DAY:**

The District agrees not to reduce the number of minimum daily assigned hours during the term of this Agreement without providing the CSEA Chapter President thirty (30) days notice of such proposed reduction and upon demand by CSEA negotiating such changes prior to the changes being implemented.

### **C. WORK YEAR (CALENDAR):**

The parties agree to a calendar of one hundred eighty (180) pupil attendance days. The work year for all general and categorically funded instructional assistants, clerical, food service employees and bus drivers shall be one hundred eighty-one (181) days. All

Instructional Assistants/ Classroom Aides shall work the same number of days (181 days), except Children's Center employees. Office Managers I & II shall be assigned a work year of not less than two hundred-one (201) days.

D. LUNCH PERIOD:

Employees who work for more than four (4) hours shall be entitled to a duty free lunch period of not less than one-half (½) hour or more than one (1) hour. Food Services and Campus Supervisor employees only, may request to waive this provision. This time shall not be extended to allow the employee to travel between sites.

1. The use of District vehicles by Maintenance, Grounds, and Transportation employees are authorized with the following rules being applied:
  - a. All breaks and lunches will not exceed the allotted contract time, travel time included.
  - b. Assigned vehicles and buses may be used when employees are unable to have lunch at their assigned locations.
  - c. A District vehicle may not be used to leave the geographical area of the District for the purpose of having lunch.

E. REST PERIODS:

All six (6) hour or more employees shall be granted two (2) fifteen (15) minute rest periods. Employees who work less than six (6) hours shall be granted one (1) fifteen (15) minute rest period.

F. MINIMUM CALL-IN OR CALL-BACK TIME:

A regular employee called into work on a day when he/she is not scheduled to work, or called back to work after, completion of his/her regular assignment, shall be paid a minimum of two (2) hours pay for such work, at the applicable rate of pay.

G. ADJUSTMENT OF ASSIGNED TIME:

1. Any employee who works a minimum of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours within thirty (30) days.
2. Section 1 above shall not apply to a current employee who works in excess of his/her normal assignment on a substitute basis. No bargaining unit member shall be required to work extra hours as a substitute in addition to their regular assignments. If the substitute position ceases and the regular position becomes vacant, the position shall be filled according to regular District practice. The regular employee who also served as a substitute shall have no preferential rights to the vacancy. The CSEA Chapter President shall be informed when this section is accepted by a bargaining unit member and informed of whom that member is substituting for and the date that employee is expected to return to duty. The regular employee who substitutes would receive his/her regular pay for substituting in an equal or lower classification and the higher pay for a higher classification.

H. OVERTIME:

All overtime must be approved by the employee's supervisor and the Assistant Superintendent/Personnel prior to performance of service.

1. Overtime shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay.
2. Overtime is defined as and will be paid when an employee:
  - a. works more than eight (8) hours on any day, or;
  - b. works in excess of forty (40) hours in any week, or;
  - c. working a five (5) day week works on the sixth (6th) or seventh (7th) day following commencement of the work week, or;
  - d. works on any holiday designated in this Agreement.
3. RIGHT OF REFUSAL:  
Any employee shall have the right to reject any offer or request for overtime or call-back, on call or call-in time.
4. STANDBY TIME:  
All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.
5. CALL-BACK TIME:  
Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

I. SPLIT SHIFT DIFFERENTIAL COMPENSATION:

Any employee who works a regular scheduled split shift shall be paid a differential of five (5) percent of the regular rate of pay. If the break in time between an employee's work period exceeds two (2) hours, the work hours shall be compensated on a split shift basis. This provision shall not apply to bus drivers.

J. SHIFT DIFFERENTIAL COMPENSATION:

Any employee in the bargaining unit whose assigned work shift commences at 2:00 p.m., or later, shall be paid a shift differential premium of five percent (5%) above the regular rate of pay for all hours worked.

K. COMPENSATORY TIME OFF:

1. An employee shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at the appropriate rate of pay. Upon acceptance of overtime assignment, the employee shall indicate his/her choice of compensation. Such choice shall not affect or change the overtime assignment. The District and CSEA shall develop a form indicating the assignment, the employee's choice of compensation, and the overtime hours actually

worked. The employee and his/her supervisor each shall sign the form with a copy to each party.

2. Compensatory time at a regular (hour-for-hour) rate may be taken in lieu of regular hour-for-hour compensation for hours worked in excess of the regular assignment which does not exceed eight (8) hours/day or forty (40) hours/week. Such compensatory time shall be taken within twelve (12) calendar months following the month in which the extra time was worked.
3. Compensatory time shall be taken at a time mutually acceptable to the employee and the supervisor within twelve (12) calendar months following the month in which the extra time was worked. If the compensatory time has not been taken, or if the employee's services are terminated for any reason, the District shall pay the employee in cash for all such time, at the appropriate overtime rate, based on the employee's rate of pay at the time it is taken.
4. As long as the Federal Fair Labor Standards Act or similar statute is applicable to the District, an employee, with District approval, may take compensatory time off in lieu of cash for overtime work, but an employee may accrue no more than one hundred twenty (120) hours and must take compensatory time within twelve (12) months following the month in which the extra time was worked.
5. The District shall have the option to cash out (pay off) accumulated compensatory time at the end of one hundred twenty (120) days.

L. IN-SERVICE DAYS:

The parties agree that bargaining unit members shall be compensated pursuant to this Agreement for all in-service minimum days by whatever names that they occur during the academic year.

M. SUMMER SCHOOL ASSIGNMENT:

1. When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular August-June academic year, the work shall be offered to bargaining unit employees serving in the appropriate classification(s).
2. Summer school assignments shall be offered to bargaining unit employees on the basis of qualifications. The District shall not be required to offer summer school assignments to bargaining unit members who have received less than a satisfactory overall evaluation on their most recent evaluation. Employees who have not received their annual evaluation shall be considered to have received a satisfactory evaluation. Assignments shall then be offered to the above described qualified employee based on seniority among those who apply for each position, with the most senior applicant being offered assignments first.
3. An employee who accepts a summer school assignment in accordance with the provisions of this section shall receive, on a pro rata basis, not less than the compensation and benefits applicable to that classification during the regular academic year.

4. Directors/Principals of summer school programs and the Assistant Superintendent/Personnel shall meet with the CSEA Chapter President or designee prior to the hiring of summer school employees to review the requirements of this section (i.e. Article VIII, Section M).
5. An employee accepting a summer school assignment must be available to work for the entire length of the assignment unless a job-share proposal is approved. Employees who wish to job-share shall submit a job-share proposal to the immediate supervisor for approval.
6. Summer schedule and year-round education bidding shall be done by the last day of the traditional school calendar for all extended work. The transportation bidding process shall prevail pursuant to the Transportation Handbook (Summer Work Section).

N. ADDITIONAL HOURS:

1. Any additional hours to existing assignments shall be offered to all employees through posting of such opportunities. Consideration will be given to seniority in determining the most qualified candidate.
2. Notwithstanding Section N.1, above, for non-summer school positions in programs funded by Migrant Education, any additional hours to existing positions shall be offered to qualified applicants by seniority among applicants from the site at which the increased hours are offered.

## **ARTICLE IX. LEAVES**

A. LEAVE OF ABSENCE FOR ILLNESS OR INJURY:

1. An employee employed five (5) days a week, twelve (12) months a year shall be granted twelve (12) days of leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a school year (July 1st through June 30th) of service.
2. An employee, employed five (5) days a week, who is employed for less than twelve months per year is entitled to that proportion of twelve (12) days of leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
3. An employee employed less than five (5) days per week shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
4. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
5. At the beginning of each school year, the full amount of sick leave granted under this Section shall be credited to each regular employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year subject to reimbursement to the District if the employee leaves District service.

However, a new employee of the District shall not be eligible to take more than sick leave accrued until the first day of the calendar month after completion of six (6) months of active service with the District.

6. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year-to-year.

B. EXTENDED SICK LEAVE:

On July 1st, each unit employee shall be credited with one hundred (100) working days of sick leave, exclusive of days of annual and accumulated sick leave (Ed Code § 45191). The employee shall be paid full salary for all accumulated and annual sick leave days and fifty percent (50%) of salary for the one hundred (100) days. The one hundred (100) days per fiscal year are not accumulated and the balance of unused days is not carried forward to the next fiscal year. The one hundred (100) days shall be exclusive of holidays, vacation, compensatory time and other paid leaves.

C. VERIFICATION OF ILLNESS ACCIDENT OR QUARANTINE:

All absences that arise during a work stoppage shall be verified at the District's request by a physician's statement or other proof of illness. Sick benefits shall not be used for withholding of services or work stoppage related activities of any kind.

D. INDUSTRIAL AND ACCIDENT AND ILLNESS LEAVE:

Employees who are absent from duty because of injury or illness resulting from industrial accident or illness qualifying under provisions of Workers' Compensation Insurance shall be allowed, for each accident or illness, leave with full salary from the first day of absence to and including the last day absent because of said injury or illness, subject to the following provisions:

1. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year-to-year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
2. Temporary disability checks received from Workers' Compensation and the District's warrant will pay the employee his/her full day's wage but no more. Normal authorized deductions, including retirement contributions, may be deducted from the warrant. This leave shall be reduced by one full day for each day of absence within the period of the allowed sixty (60) days.
3. This leave shall apply to all regular employees. All classified employees who have exhausted the leave provided for in the foregoing and are not yet medically able to return to employment, and any classified employee qualified for Workers' Compensation payments who, because of lack of necessary service, are not entitled to the leave provided in the first paragraph above, shall be entitled to use any available sick leave, vacation time, or other available leave provided by law or by action of the Governing Board of the District, subject to the following provisions:

- a. During such leave, the temporary disability checks received from Workers' Compensation and the District's warrant will pay the employee his/her full day's wage but no more. Normal authorized deductions, including retirement contributions, may be deducted from the warrant.
- b. For each day that the employee is absent and receiving Workers' Compensation payments, the District shall credit his/her available sick leave for that portion of a day's pay covered by compensation payments in the following manner:

The daily rate of pay divided into the amount of the compensation award will result in the number of days or additional sick leave to be credited to the employee's entitlement.

- 4. Periods of absence, as provided above, shall not be considered a break in service, and during such periods of leave the employee shall have the absolute right to return to his/her position when able to do so. During absence due to industrial accident, the employee must remain in California unless the Board grants him/her permission to leave the state. When all paid or unpaid leaves of absence have been exhausted, the employee will be placed on a re-employment list for a period of thirty-nine (39) months. During this time and when able to return to work, he/she has the right to fill the first vacancy in his/her previous classification over all other available candidates except:
  - a. if there is a re-employment list as a result of layoffs for lack of work or lack of funds, he/she then is listed according to seniority.
  - b. if the employee is ordered to report to duty and refuses or fails to do so, he/she will be dismissed from District service.
- 5. In order to expedite the employees return to work, the parties agree that the coordinator of the OUR program, upon receiving from the employees physician a list of physical restrictions, will send the employee an appropriate bridge assignment.

**E. ADDITIONAL LEAVE FOR NON-INDUSTRIAL ACCIDENT OR ILLNESS:**

- 1. A permanent employee who has exhausted all entitlement to sick leave, vacation, or other available paid leave and who is absent because of a non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months, in accordance with Education Code Section 45195. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods or such lesser leave periods as it may provide, but not to exceed a total of eighteen (18) months.
- 2. When an employee is absent pursuant to paragraph B of this article, the employee's entitlement to salary as specified therein shall be paid first from the District's long-term disability insurance policy, with the remainder if any, to be paid by the District directly.

**F. BEREAVEMENT LEAVE:**

Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of five (5) days plus three (3) more days if beyond two hundred fifty (250) miles of travel is required. The immediate

family is defined as mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, brother-in-law, sister-in-law, or any relative living in the immediate household of the employee.

G. PERSONAL NECESSITY LEAVE:

Up to ten (10) days of absence earned for sick leave may be used by the employee, at his/her election in any one (1) year only in the following circumstances:

1. The death of a member of the employee's immediate family, or any relative living in the immediate household of the employee, in addition to bereavement leave.
2. Accident or illness involving the employee's person or property or the person or property of a member of his/her immediate family.
3. Appearance to testify in any court or before any administrative tribunal as a litigant, party or witness, under an official order with pay, up to the difference between the employee's regular pay and any amount he/she receives as a fee.
4. Illness of a member of the immediate family calling for the services of a physician and verified by the physician's statement and of such an emergency nature that the immediate presence of the employee is required during his/her work day.
5. One (1) day for funeral attendance for other than immediate family.
6. Unexpected events over which the employee has no control, the leave to cover a period only until satisfactory arrangements can be made to meet the emergency and enable the employee to return to his/her professional responsibilities.

H. MILITARY LEAVE:

An employee shall be entitled to any military leave as provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. The employee shall provide a copy of his or her military orders to his or her appropriate supervisor. A maximum of fifteen (15) days per year shall be provided for required reserve duty.

I. RETURN FROM LEAVE:

1. Upon return to duty following any absence, the employee shall secure an absence certificate, sign it, and submit to his/her immediate supervisor.
2. A physician's certification may be required for absence due to illness, accident, or quarantine that consists of more than three (3) consecutive days.

J. MATERNITY LEAVE:

1. Employees shall be entitled to utilize sick leave (including five [5] month substitute deducted pay, if needed) for the period of time that they are temporarily disabled or the period of confinement resulting from the employee's pregnancy. Day of birth shall not be deducted from sick leave or vacation.

2. The length of the leave of absence (temporary disability/period of confinement), including the date on which the leave shall commence and the date for which the employee shall resume duties, shall be determined by the employee and the employee's physician.
3. A letter verifying the length of the temporary disability/period of confinement shall be signed by the employee and the employee's physician and filed in the District Personnel Office.
4. The employee shall notify the District of her pregnancy approximately thirty (30) days prior to the expected date of delivery.
5. Leaves of absence for purpose related to pregnancy (i.e. child care) which are in addition to sick leave granted for the temporary disability/period of confinement may be granted in accordance with the leave without pay provision.
6. An employee who requests a leave to begin prior to the date of temporary disability or the period of confinement shall not be entitled to use sick leave while on leave of absence without pay.

K. ADOPTION LEAVE:

An employee who is adopting a child shall be entitled to one (1) day of paid leave for the purpose of processing the adoption. Where additional time is needed for adoption, one additional day may be granted under the Personal Necessity Leave provision.

L. PATERNITY LEAVE:

A father who is an employee shall be allowed one (1) day of absence for childbirth purpose with full pay and sick pay shall not be deducted from sick leave. When additional time is needed for paternity leave, one (1) additional day may be granted under the Personal Necessity Leave provision.

M. JURY DUTY OR WITNESS LEAVE:

Employees are entitled to be absent as many days as necessary to serve on a jury or appear as court witness under an official order with pay up to the difference between regular pay and any amount received as a juror's fee or witnesses' fee (meals, mileage, and parking allowances excepted).

N. LEAVES WITHOUT PAY:

1. A leave of absence without pay may be granted to an employee upon written request with the recommendation of the Superintendent or his/her designee and approval of the Governing Board for any period not exceeding six (6) months.
2. The Governing Board may renew the leave for two (2) additional six (6) month periods or such lesser leave periods that it may provide but not to exceed a total of eighteen (18) months, upon the written request of the employee and with the recommendation of the Superintendent or his/her designee.
3. A leave of absence without pay may be granted to an employee upon written request

with an approval by the employee's supervisor for any period not exceeding two (2) weeks. Leaves of absence without pay exceeding two (2) weeks, up to a maximum of four (4) may be granted to an employee upon written request with the recommendation of the employee's immediate supervisor and approval of the Assistant Superintendent/Personnel.

O. RETURN TO DUTY:

An employee returning from an approved leave of absence of six (6) months or less shall be entitled to return to his/her position. Return from a leave of more than six (6) months entitles the employee to return to a position of the same class. The returning employee shall be returned to a position according to the aforementioned provisions, by the Director of Classified Personnel.

P. ASSOCIATION LEAVE:

Up to five (5) Association representatives shall be granted a total of twenty-five (25) days, of paid release time, per school year (July 1st through June 30th), to be used by delegates to the annual CSEA conference or CSEA State officers at CSEA State functions. Up to five (5) days of the twenty-five (25) days may be used by CSEA President or designee for chapter business. Use of the up to twenty-five (25) days is subject to the following conditions:

1. The Association shall reimburse the District for this release time at the daily substitute rate, if a substitute is hired;
2. Requests for such time shall be submitted, by the President in advance in writing to the Superintendent, with copies to the employee's immediate supervisor and the Assistant Superintendent/Personnel.

Q. FAMILY CARE AND MEDICAL LEAVE:

Employees may be granted family care and medical leave pursuant to Government Code Section 12945.2 under the following terms and conditions:

1. An employee shall have been employed for a minimum of twelve (12) months and at least twenty-five (25) hours a week during this period to be eligible for family care and medical leave.
2. Leave may be granted for the birth, adoption or foster care of a child or for the serious health condition of an employee or the employee's child, spouse or parent.
3. A "serious health condition" is one that involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision of a health care provider.
4. An employee who meets all the requirements of eligibility shall be entitled to twelve (12) work weeks of unpaid leave in any twelve (12) month period and twelve (12) work weeks of paid health and welfare benefits (at the same level paid for employees not on leave). The twelve (12) month period commences on the first day of leave. The twelve (12) work weeks may be taken in increments of no less than one day at a time.

5. An employee may elect or the District may require an employee to substitute for family care and medical leave, any accrued vacation, compensatory time or any other paid or unpaid negotiated time.
6. An employee may elect or the District may require an employee to substitute for family care and medical leave, accrued sick leave for the serious health condition of the employee.
7. An employee and the District must mutually agree for an employee to substitute for family care and medical leave, accrued sick leave for the birth, adoption or foster care of a child, or also for the serious health condition of a child, spouse or parent of the employee.
8. If husband and wife are both employees of the District, each is entitled to twelve (12) work weeks per twelve (12) month period with the exception of child care, birth or adoption. For this purpose, one twelve (12) work week period may be shared by the husband and wife.
9. Any family care and medical leave taken for a disability caused by pregnancy, child-birth or related medical condition shall be in addition to pregnancy disability leave provided for in Government Code Section 12945.
10. The above provisions are intended to, and shall comply with the provisions of Government Code Section 12945.2 and regulations of the Fair Employment and Housing Commission covering family care and medical leave.
11. Alleged violations of this provision shall be filed with the Fair Employment and Housing Commission and shall not be subject to the grievance procedure in this Agreement.
12. The employee may continue any health and welfare benefits at his/her own expense, subject to approval of the carrier(s). Arrangements shall be made by the employee through the Business Office.

R. CATASTROPHIC ILLNESS OR INJURY:

Catastrophic illness or injury means an illness or injury that totally incapacitates and is life threatening for the employee or a member of his/her immediate family who resides in the household of the employee for an extended period of time, requires the employee to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship for the employee. Sick leave hours donated by classified employees shall be allocated only to classified employee bargaining unit members.

1. Eligibility Requirements: Eligible leave credits may be donated for a catastrophic illness or injury if all of the following requirements are met:
  - a. The employee has achieved permanent status and at least 2 years of service to the District and has donated at least one day of sick leave each year.
  - b. The employee who is, or whose immediate family is, suffering from a catastrophic illness or injury requests, in writing, a need to use this leave and provides verification of catastrophic injury or illness as required by the District.

Participants shall be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. If the applicant is unable to make a written application, a family member may submit the documents to the District.

- c. In the event that the catastrophic leave is for a member of the employee's immediate family, to be eligible for this leave the employee must be the primary caretaker of the family member.
- d. The District determines that the unit member is unable to work due to the employee's or immediate family member's catastrophic illness or injury.
- e. The employee has exhausted all of his/her paid sick leave credits, including all entitlement to differential pay.

2. Procedures for Donating Sick Leave Credits:

- a. Employees may donate sick leave credits provided that s/he has a sufficient number of accumulated sick leave to retain at least one year plus one day's earned sick leave in his/her account.
- b. All transfer of sick leave credit to the program is irrevocable.
- c. Participation is voluntary, however, to be eligible to withdraw from the bank, an employee must have made a contribution to the bank. The rate of contribution by each participating employee for each school year shall be no less than the number of hours in the employee's normal workday of sick leave. The maximum donation of sick leave shall not exceed the total number of hours the employee normally works in four (4) days.
- d. Donations shall be authorized in writing yearly by the employee.
- e. Employee may only donate sick leave days to the bank between July 1st, through September 30th.
- f. Employees returning from extended leave will be permitted to donate within thirty (30) calendar days of their return.
- g. The District Office shall maintain on file the CSLB Bank Credits. Credits donated and distributed shall be filed on District forms and shall be authorized by the Superintendent, or the Assistant Superintendent of Human Resources, or their designee, and the employee's exclusive bargaining representative before transfers are made into and out of the credit bank by or on behalf of the employee.
- h. Days in the CSLB shall accumulate from year to year.
- i. All withdrawals from the bank shall be in increments of no less than the number of hours in the employee's normal workday.

3. Procedures for Requesting Catastrophic Leave:

- a. An employee desiring Catastrophic Leave credit shall submit a request in writing to the Assistant Superintendent of Human Resources.
- b. An employee may request donated sick leave from the bank in increments of up to

twenty (20) days. No employee shall be entitled to withdraw sick leave days from this program which would result in the employee being absent for more than the number of days in the employee's normal work year. No employee may receive more than 121 days of donated sick leave credit during his/her career.

- c. Request for the use of catastrophic leave shall be submitted to the Department of Human Resources and subject to approval or denial by the Assistant Superintendent of Human Resources or his/her designee after consultation with the President of CSEA or his/her designee.
- d. It is the intent of this provision that sick leave credits would be used on consecutive days; however, the Catastrophic Leave Committee can grant on a case-by-case basis use of credits for intermittent or part days.
- e. Catastrophic leave credits shall not be used for illness or disability, which qualify the participant for Worker's Compensation benefits.
- f. The District Office shall maintain a file of donations made by unit members. Credits donated and distributed shall be on file in the district Personnel Office and shall be authorized by the CSLB.
- g. The CSLB shall issue a "Call for Donations" whenever the employee requests use of the Catastrophic Leave Program and fewer donated days are available than requested.
- h. The District shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend any appeals of denial.

## **ARTICLE X. TRANSFERS**

### **A. VOLUNTARY TRANSFERS:**

1. A voluntary transfer shall be defined as a change in work location, but not job class or salary, which is initiated at the employee's request. A voluntary transfer shall not be denied for punitive, arbitrary, or capricious reasons. Seniority shall be one of the major factors in voluntary transfers. No employee shall be required to obtain the approval of his/her supervisor in making a request for a transfer. The transfer shall be subject to approval of the department heads involved in accordance with the provisions set forth in this Article.
2. Vacancies shall be filled in accordance with Rules and Regulations of the Personnel Commission. When scheduling interviews for candidates to fill a vacant position, the District will first contact employees requesting a transfer, in descending order of seniority with the most senior employee first, to provide them with the opportunity of first selecting available interview times. The District will then offer the remaining available interview times to promotional applicants and then to outside applicants.
3. A permanent employee shall have the right to request to be transferred to a position in a related, class on the same salary schedule. Such transfers shall be made only with approval of the administration or its designee.
4. Employee shall be notified in writing, within ten (10) working days of his/her selection

for transfer with a copy of the notification sent to employee's immediate supervisor, a copy to personnel file, and a copy to the CSEA.

5. A transfer shall be implemented within ten (10) working days of the notice of selection, unless; (1) a later date is mutually agreeable to all affected parties, or (2) the move within the ten (10) working day period will adversely affect programs or services provided at the site the employee is departing. If the transfer is not implemented within ten (10) working days and the new assignment would change the employee's compensation, the District will pay the employee the higher of the two salary placements after the ten (10) day period.
6. Any employee that has been granted a transfer, within five (5) working days of the effected transfer, may request in writing to return to his/her previous assignment. The request shall be granted within ten (10) working days, after the receipt by the District of the written request.
7. Transfer shall not be used as a device to alter the sequence of impending layoff, although employees whose positions are to be eliminated may transfer to other classes as this rule contemplates.
8. Employees who are not full year employees or employees absent from duty for vacation, leave, etc., who wish to apply for job vacancies during the period of their absence may do so by submitting their name and address where they can be reached by the Personnel Office. The employee shall be mailed a copy of the notice by First Class Mail on the date the position is posted. If the absence dates change, it shall be the responsibility of the employee to notify the Personnel Office. An employee on leave shall have the right to have his/her job steward or site representative file for the transfer in his/her behalf.

B. INVOLUNTARY TRANSFERS:

Involuntary transfer is a transfer within the same class to a different work location at the request of the District. An involuntary transfer shall not be made for punitive, arbitrary, or capricious reasons. Specific reasons for the transfer shall be provided to the employee and CSEA. Written notice shall be given to the employee and CSEA of an involuntary transfer fifteen (15) working days prior to being transferred in order that the employee and/or CSEA may have an opportunity to appeal the transfer to the appropriate supervisor or Associate Superintendent/Business or Assistant Superintendent/Personnel.

C. MEDICAL TRANSFERS:

This District shall give alternate work when the same is available to an employee who has been medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute a lateral transfer to a related class, but it shall be constituted only by mutual agreement with the employee and the District.

D. MILEAGE COMPENSATION DURING REGULAR OR TEMPORARY ASSIGNMENTS:

Any employee required to use their own personal vehicle in the course of their employment during regular or temporary assignments shall be compensated for the total mileage difference between his/her old work site and the new one at the current IRS reimbursable

rate. Such compensation shall be paid to the employee within fifteen (15) working days after an appropriate expense claim is submitted.

## **ARTICLE XI. HOLIDAYS**

### **A. HOLIDAYS:**

Employees are entitled to the following paid holidays provided they are in paid status during any portion of the working day immediately proceeding or succeeding the holiday:

New Year's Day - January 1

Martin Luther King Day - January 20

Lincoln's Day - February 13

President's Day - Third Monday in February

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Veteran's Day - November 11

Thanksgiving Day - The Thursday proclaimed by the President and the following Friday

Christmas Eve - December 24

Christmas Day - December 25

One (1) day holiday during December on a non-instructional day

New Year's Eve - December 31

### **B. HOLIDAYS ON SATURDAY OR SUNDAY:**

When a holiday falls on a Saturday the preceding work day not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following work day not a holiday shall be deemed that holiday.

### **C. DECLARED HOLIDAYS:**

Every day declared a holiday by the President, the Governor of this State, or the Governing Board shall be a paid holiday.

### **D. HOLIDAY BREAK FOR NON-REGULAR DUTY ASSIGNMENT:**

Employees who are not normally assigned to duty during the school holidays on December 24th, December 25th, December 31st, and January 1st, shall be paid for those holidays provided they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday break.

### **E. REQUIRED TO WORK A HOLIDAY PAY:**

The employee required to work on a holiday shall be paid compensation or given time off at the overtime rate of pay in addition to regular pay for the holiday.

## **ARTICLE XII. VACATIONS**

### **A. EARNING VACATION ON AN HOURLY BASIS:**

Employees earn vacation on an hourly basis. For each hour of paid employment, excluding

overtime, as defined in Article VIII, Section H, employees earn vacation according to the schedule on the following page (page 25).

B. VACATION EARNED ON A FISCAL YEAR BASIS:

Vacation benefits are earned on a fiscal year basis, July 1st - June 30th.

1. For purpose of this rule, employees who commence work before December 31st of any calendar year will be deemed to have completed their first complete school year on June 30th of the following year.

C. EMPLOYEES PAID ON DISTRICT APPROVED LEAVE:

Employees paid on District approved leave shall continue to earn vacation hours at the rate they are entitled to on their last paid period with the District for the duration of any such leave.

D. PAID VACATION:

Except as otherwise provided in this article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. When desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned.

E. VACATION PAY:

Pay for vacation hours for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.

VACATION COMPUTATION TABLES

Years of Service	Months of Service	Hourly Accrual Rate	Annual Accrual	Monthly Accrual Days	Monthly Accrual Hours
1	0-12	.0052	11	.917	7.33
2	13-24	.0058	12	1.000	8.00
3	25-36	.0063	13	1.083	8.66
4	37-48	.0067	14	1.166	9.33
5	49-60	.0072	15	1.250	10.00
6	61-72	.0077	16	1.333	10.66
7	73-84	.0082	17	1.416	11.33
8	85-96	.0086	18	1.500	12.00
9	97-108	.0091	19	1.583	12.66
10	109-120	.0096	20	1.667	13.33
11	121-132	.0100	21	1.750	14.00
12	133-144	.0106	22	1.833	14.66
13	145-156	.0111	23	1.916	15.33
14	157-168	.0015	24	2.000	16.00

MONTHLY ACCRUAL OF HOURS BASED ON YEARS OF SERVICE

Hours Per Day	Years of Service														
	%	1	2	3	4	5	6	7	8	9	10	11	12	13	14
8	100.00	7.33	8.00	8.66	9.33	10.00	10.66	11.33	12.00	12.66	13.33	14.00	14.666	15.33	16.00
7.5	93.75	6.87	7.50	8.11	8.74	9.37	9.99	10.62	11.25	11.86	12.49	13.12	13.74	14.37	15.00
7	87.50	6.41	7.00	7.57	8.16	8.75	9.32	9.91	10.50	11.07	11.66	12.25	12.82	13.41	14.00
6.5	81.25	5.95	6.50	7.03	7.58	8.12	8.66	9.20	9.75	10.28	10.83	11.37	11.91	12.45	13.00
6	75.00	5.49	6.00	6.49	6.99	7.50	7.99	8.49	9.00	9.49	9.99	10.50	10.99	11.49	12.00
5.5	68.75	5.03	5.50	5.95	6.41	6.87	7.32	7.78	8.25	8.70	9.16	9.62	10.07	10.53	11.00
5	62.50	4.58	5.00	5.41	5.83	6.25	6.66	7.08	7.50	7.91	8.33	8.75	9.16	9.58	10.00
4.5	56.25	4.12	4.50	4.87	5.24	5.62	5.99	6.37	6.75	7.12	7.49	7.87	8.24	8.62	9.00
4	50.00	3.66	4.00	4.33	4.66	5.00	5.33	5.66	6.00	6.33	6.66	7.00	7.33	7.66	8.00
3.5	43.75	3.20	3.50	3.78	4.06	4.37	4.66	4.95	5.25	5.53	5.83	6.12	6.41	6.70	7.00
3	37.50	2.74	3.00	3.24	3.49	3.75	3.99	4.24	4.50	4.74	4.99	5.25	5.49	5.74	6.00
2.5	31.25	2.29	2.50	2.70	2.91	3.12	3.33	3.54	3.75	3.95	4.16	4.37	4.58	4.79	5.00
2	25.00	1.83	2.00	2.16	2.33	2.50	2.66	2.83	3.00	3.16	3.33	3.50	3.66	3.83	4.00

F. VACATION PAY UPON TERMINATION:

1. When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
2. District can deduct any advanced vacation pay from the employee upon termination.

G. VACATION POSTPONEMENT:

If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year.

H. HOLIDAYS:

When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

I. VACATION SCHEDULE:

1. Vacation is accrued on an hourly basis in accordance with the schedule in Article XII, Paragraph A. The district will keep a record of each employee's vacation time, earned on a monthly basis that can be accessed by the employee by calling Classified Absences at the District Office. Updated vacation accrual time will also be posted by Classified Absences on all returned time-off request forms. Vacation shall not be taken before it is earned. Vacation shall be taken within the school year following the school year within which it is earned, subject to limited exceptions in unusual circumstances, approved in advance by the Assistant Superintendent/Personnel pursuant to the employee's written request.
2. A tentative vacation calendar shall be submitted by 12-month employees to their supervisors by May 30th, for the following fiscal year. The calendar will honor/respect the following guidelines:
  - a. Whenever possible, vacation should not be scheduled during periods of high needs or, for school site employees during periods of student attendance.
  - b. Coordination of employee vacations should support both employee and District needs.
  - c. Flexibility in regards to changes in scheduled vacation should be honored whenever possible. (Exceptional circumstances shall be considered.)
  - d. A request for change in scheduled vacation shall be submitted in writing, a minimum of two (2) weeks in advance.
3. The scheduling of vacation is subject to approval by the employee's immediate

supervisor and the Assistant Superintendent/Personnel.

4. When vacation requests are in conflict, preference shall be given to the employee having the greater seniority. Preference for vacation scheduling after the initial request will be subject to review by the employee and supervisor. Conflicts with this review can be directed to the Assistant Superintendent/Personnel.
5. **INTERRUPTION OF VACATION:** An employee may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, subject to the following requirements:
  - a. The employee shall give notice of a request for such a change at the earliest practical date; and
  - b. Upon return from leave, the employee shall submit a written request for approval of such a change, together with supporting reasons; and
  - c. Such change shall require approval of the employee's immediate supervisor and the Assistant Superintendent/Personnel.

J. **SEPARATION FROM SERVICE:**

Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except employees who have not completed six (6) months of employment in regular status, shall not be entitled to such compensation.

## **ARTICLE XIII. EVALUATION PROCEDURES**

A. **EVALUATION BY SUPERVISOR:**

Employees shall be evaluated by their immediate supervisors.

B. **FREQUENCY OF FORMAL EVALUATIONS:**

1. Probationary employees shall be evaluated at the end of the 2nd, 4th, and 5th months of service.
2. Permanent employees shall be evaluated annually. Evaluations shall reflect the period of time employee has been supervised by the evaluator/rater if less than one (1) year.
3. Employees are subject to additional evaluations at the discretion of the evaluator/rater.

C. **REPRESENTATION:**

Employees have the option to request a representative of their choice to be present during evaluation conferences.

D. **EVALUATION FORMS:**

1. Evaluation forms shall be subject to mutual agreement of a CSEA subcommittee and District representatives and shall be submitted to the Superintendent for final approval.
2. Evaluations shall be made on forms provided by the Personnel Department. The

evaluator and the evaluatee shall discuss the evaluatee's job performance at/or before the time the evaluation is prepared in final form. Evaluator and rater shall not be a classified bargaining unit member. The evaluation shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. The employee's signature does not imply agreement or disagreement with the evaluation. A copy of the evaluation shall be filed in the employee's personnel file.

E. EVALUATION SATISFACTION:

An employee who is not satisfied with his/her evaluation may, within thirty (30) days after receipt of the evaluation, write a rebuttal which shall become a part of the personnel file. The evaluation shall include a statement of this right.

F. MATERIALS:

Material to be used as a basis for evaluation shall not be placed in the personnel file except as follows:

1. Material shall be dated and the employee shall be notified by letter that such material is to be placed in the file.
2. Complaints shall, in addition, be signed by the complaining party or by the District representative who received the complaint.
3. The employee shall have an opportunity to respond in writing and such response shall become a part of the personnel file.

G. PERMANENT EMPLOYEE DISSATISFACTION:

A permanent employee who is dissatisfied with his/her evaluation may request an additional evaluation (not to exceed one such additional evaluation within a school year).

H. WRITTEN MATERIALS:

The employee and the employee's representative in the employee's presence or with the employee's written permission shall be entitled to copies of specific materials relating to evaluations. This paragraph shall not apply to ratings, records, or reports, which: (a) were obtained prior to hiring, (b) were prepared by identifiable examination committee members or (c) were obtained in connection with a promotional examination.

I. EVALUATION COMMITTEE:

A committee will be formed to review and propose modifications of Article XIII Evaluation Procedures. The Committee shall consist of five (5) classified employees appointed by CSEA and five (5) management/supervisory employees, which will include classified managers, appointed by the District. Each party will make its appointment to the Committee by February 1, 1999. The Committee shall begin meeting in the Spring semester of the 1998-99 school year and will make its recommendations to the District and to CSEA no later than May 31, 1999. The Committee will have no power to implement its recommendations. If both parties are satisfied with the committee's recommendations, CSEA will take it to its members for ratification and the District will take it to its Board for approval. However, either party may request negotiations on the recommendations of the Committee in which event any changes to Article XIII will not be implemented until the

completion of the negotiations process. The current Article XIII will continue to be in effect pending completion of this process. It is anticipated that modifications of Article XIII will be implemented for the 1999-2000 school year.

#### **ARTICLE XIV. HEALTH AND WELFARE BENEFITS**

A. ELIGIBILITY:

Eligible employees are unit members who are employed at least twenty hours (20) per week. No District contribution shall be paid for employees who are employed less than twenty (20) hours per week.

B. FRINGE BENEFIT COMMITTEE:

The Parties recognize that it is within the jurisdiction of the Fringe Benefit Committee to consider changes in the health benefit plan. The Committee shall consider changes that come before it and make a recommendation to the District and CSEA no later than May 15th in the year in which changes are considered. Any recommendation of the Committee shall be subject to negotiations at the request of either party for implementation for the 1999-2000 school year and shall be subject to ratification by the CSEA membership and the Board.

1. This Committee shall meet at least three (3) times annually.

C. EARLY RETIREES:

Eligible employees who retire between the ages of fifty-five (55) and sixty-five (65) years and who have rendered ten (10) years of continuous service in the District immediately prior to retirement shall be entitled to District paid medical, dental, and vision insurance for the employee and one dependent. The District contribution shall continue until the retiree reaches sixty-five (65). Board approved unpaid leave shall be included in the computations of continuous service.

D. DISTRICT'S INSURANCE PLAN:

The medical coverage shall be the current District's insurance plan.

E. MEDICAL COVERAGE:

1. Prudent Buyer Plan effective 10-1-89 including Employee Assistance Plan Benefit Design effective 1-1-86.
2. District will pick up unit members dependent premium.
3. Any change in the Agreement shall be by mutual ratification only.

F. TINTING OF GLASSES:

Effective 1990, the District vision plan will include the tinting of glasses.

## ARTICLE XV. PAY AND ALLOWANCES

### A. REGULAR RATE OF PAY:

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix B which is attached hereto and by reference incorporated as a part of this Agreement. Appropriate shift differential, split shift differential, longevity increment, and professional growth increments will be paid in addition to the salary schedule.

### B. PAYCHECKS:

Upon request, employees in the bargaining unit shall be given an itemized statement to include all deductions, overtime, holiday pay, additional wage benefits, differentials, longevity, professional growth, and show vacation accrued as of the date of issue. An employee shall be limited to three requests per year.

### C. FREQUENCY - ONCE MONTHLY:

All regular employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding work day.

### D. PAYROLL ERRORS:

Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after the employee provides notice to the payroll department.

### E. SPECIAL PAYMENTS:

Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, recomputation of hours, or other reasons other than procedural errors shall be made on a supplemental check issued not later than the tenth (10th) of the following month upon notice to the payroll department.

### F. LOST CHECK:

Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed shall be replaced not later than five (5) working days following the employee's demand of the payroll department for replacement of the check.

### G. UNIFORMS:

The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, identification badges, emblems and cards required by the District to be worn or used by bargaining unit employees in the following job families: Equipment Maintenance; Custodial; Food Services; Grounds Maintenance; Transportation; Facilities Maintenance; and in the classification of Lead Print Production Technician.

### H. TOOLS:

1. No personal tools or equipment shall be used for District work unless such use has been approved as provided in this section.

2. A unit member who is required to use personal tools or equipment shall provide an inventory list of such items annually which shall be approved and signed off by the appropriate supervisor. Any additional items must result in an amendment to such inventory in the same manner as stated above.
3. The District will replace tools and equipment which are on the validated inventory only when it is determined by investigation that the absence of such tools or equipment is due to a break-in at the District site where such tools are used or the storage area or upon recommendation of the immediate supervisor. Replacement will not be made for items that are "missing" without establishment of the reasons as stated herein, or recommendation.
4. If personal tools or equipment are used as provided herein, the District agrees to provide a safe place to store the tools and equipment and agrees to pay for damage or for the replacement cost of the tools resulting from normal wear and tear.

I. SAFETY EQUIPMENT:

Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear or to reimburse the employee for the full cost of procuring such.

J. NON-OWNED AUTOMOBILE INSURANCE:

The District agrees to provide excess non-owned personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business.

K. PHYSICAL EXAMINATION:

1. The District agrees to provide physical examinations by a physician on a list provided by the District or a physician chosen by the employee, for those employees requiring pre-employment physicals. The District will only pay that cost currently being charged by the approved medical group for physicals required as a condition of continued employment.
2. TB TESTS: Upon initial employment, each classified employee shall submit a satisfactory examination report indicating freedom from tuberculosis. Such examination must have been conducted within the immediate past sixty (60) days. Following initial employment, classified employees shall submit a satisfactory examination report every four years indicating freedom from tuberculosis. (Such report shall be filed on or before December 30th of the year due.) Failure to submit the report may result in exclusion from service until compliance is achieved. Additional examinations may be required as directed by the Governing Board upon recommendation of the local health officer.
3. ACCEPTABLE EXAMINATION: An examination for tuberculosis for purposes of this policy shall consist of an X-ray of the lungs, or an approved intradermal tuberculin test which, if positive, shall be followed with an X-ray of the lungs.
4. PROVISION FOR EXAMINATION: The District shall provide, through the Special

Services Department, a program of intradermal tuberculin testing every fourth (4th) year. The testing will be during the early fall semester of those years. Such service shall be provided without cost to the employee.

L. MILEAGE:

1. Employees who are required to use their own automobile in the performance of their duties and employees who are assigned to more than one work site shall be reimbursed at the rate of IRS reimbursement per mile, or the Board-approved rate, whichever is higher for:
  - a. travel between work sites (except as to employees holding two [2] part-time positions).
  - b. travel assigned or approved by the District.
2. Reimbursement for mileage will be for miles actually driven which are approved in advance by the employee's immediate supervisor or designee.
3. Use of employee's privately owned vehicles for employee business shall be voluntary and not a requirement for employment or continued employment. The only exception to this would be when a job description requires private vehicle use.

M. MEALS:

An employee who as a result of work assignment, must have meals outside the District shall be reimbursed for the actual cost thereof not to exceed the Board-approved rates, pursuant to a duly completed reimbursement form.

N. LODGING:

An employee, who as a result of a work assignment, must lodge away from home overnight shall be reimbursed by the District for reasonable lodging expenses, pursuant to a duly completed reimbursement form accompanied by receipts.

O. LONGEVITY:

Longevity shall be paid at the beginning of the year of service as follows:

8 years.....	\$ 200
10 years.....	\$ 300
15 years.....	\$ 450
20 years.....	\$ 600
25 years.....	\$ 750
26 years.....	\$ 800
27 years.....	\$ 850
28 years.....	\$ 900
30 years.....	\$1000

P. EMPLOYEES WORKING OUT OF CLASS:

An employee working in a higher classification for a period exceeding five (5) working days shall be informed of the estimated duration of the project and shall receive a step adjustment within fifteen (15) days from the first day of such assignment in the higher classification as follows:

1. Find his/her present monthly salary on the salary range to which the employee is moving and advance at least one step to the new salary;
2. If the salary the employee is now receiving is not indicated on the new salary range, the employee shall start on step A. This adjustment shall continue as long as the employee is working in the new classification, and shall cease upon return to the former classification. An employee working in a higher classification not exceeding five (5) days shall not receive a salary adjustment. This section does not apply to rough maintenance work that custodians, groundskeepers, and maintenance workers may be called upon to do during the summer months where painting, carpentry, and other odd jobs may be assigned.

Q. PERS CONTRIBUTION:

The District will pay the employee's contribution for PERS (Public Employee's Retirement System) for all eligible employees.

R. COMPENSATION - LESS THAN 4 HOUR EMPLOYEES:

Bargaining unit members who work less than four (4) hours per day or twenty (20) hours per week and who are not eligible for PERS shall receive, in addition to the COLA, a stipend equivalent to 6.4% of their regular salary subject to the following conditions:

1. In order to qualify for the stipend, such individuals must serve at least 75% of the school year. Once this condition is satisfied, employees shall receive the stipend retroactively for all hours worked according to time served in the subsequent year. All payments of the stipend shall be in lump sum in the June payroll, or earlier if the last day of service is prior to the end of the year.

## **ARTICLE XVI. COMPENSATION FOR TRAINING**

A. TRAINING SESSIONS:

An employee who is required to attend training sessions, or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:

1. When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
2. When a specialized (i.e. non-regular) driver's license is a part of the job description, upon prior approval of the District, the cost of the license, school seminars, and transportation shall be paid by the District.

B. TRANSPORTATION DEPARTMENT EXPENSES:

1. The District shall pay for ten (10) hours of TOI (In-service) training required annually of bus drivers.
2. The District shall pay the DMV Special State Certification fee required of school bus drivers every four (4) years.

## ARTICLE XVII. GRIEVANCES

### A. PURPOSE:

1. This grievance procedure shall be used to process and resolve grievances arising under this Agreement.
2. The purposes of this procedure are:
  - to equitably resolve grievances informally at the lowest possible level.
  - to provide an orderly procedure for reviewing and resolving grievances promptly.

### B. DEFINITIONS:

1. A GRIEVANCE is an alleged violation, misinterpretation or misapplication of the express terms of this Agreement which directly and adversely affects the grievant. Matters for which a specific method of review is provided by law or by terms of this Agreement are not within the scope of this procedure.
2. A GRIEVANT is a member (or members) of the representation unit covered by this Agreement who files a grievance.
3. A DAY is any day in which the District office is open for business.

### C. TIME LIMITS:

Every effort shall be made to complete action within the time limits contained within the grievance procedure; time limitations may be shortened or extended by written stipulation of both parties.

### D. INFORMAL CONFERENCE:

Within twenty (20) days after the grievant knew or should have known of the event or circumstances occasioning the alleged grievance, the grievant shall initially meet with his/her Supervisor in an attempt to resolve the grievance informally.

### E. LEVEL I:

1. If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be filed in writing with the employee's immediate Supervisor no later than ten (10) days after the informal discussion.
2. The formal grievance shall be a clear, concise statement of the grievance citing specific sections of the Agreement violated, misinterpreted or misapplied, the circumstances involved and the suggested remedy sought. CSEA Chapter Officers can file a grievance on behalf of the Chapter.
3. Within ten (10) days after the filing of the formal grievance, the immediate Supervisor shall investigate the grievance and give his/her decision in writing to the grievant.

F. LEVEL II:

1. If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) days to the next highest level of supervision (Assistant Superintendent/Personnel or other administrators as applicable).
2. The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.
3. Within ten (10) days after the appeal is filed, the Supervisor or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.

G. LEVEL III:

1. If the grievant is not satisfied with the decision rendered at Level II, he/she may appeal the decision within ten (10) days to the Superintendent or his/her management designee.
2. The appeal shall include a copy of the original grievance, the decision rendered at Level II, and a clear, concise statement of the reasons for the appeal.
3. Within ten (10) days after the appeal is filed, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.

H. LEVEL IV:

Advisory Arbitration:

1. If the grievant is not satisfied with the decision rendered at Level III, he/she may, within ten (10) days after the receipt of the Level III decision, submit the grievance to advisory arbitration by filing a written notice to such effect with the Superintendent/designee.
2. The request for advisory arbitration shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for appeal.
3. Upon receipt of the request, the Superintendent/designee and CSEA shall, within ten (10) days, jointly select a neutral arbitrator. In the event that the parties cannot agree upon an arbitrator, a list of arbitrators shall be requested from the California State Mediation and Conciliation Service (CSMCS). The parties shall select an arbitrator from this list by alternately striking names.
4. The arbitrator shall have no authority to hear evidence and/or rule on any issue and/or sections of this Agreement which were not present in the original grievance.
5. The Association agrees that a separate arbitrator shall, if the District so requests, be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The decision of the arbitrator shall be final and binding but shall not limit either party's right to seek judicial review.
6. The parties shall attempt to agree upon a statement of the issues to be submitted to the

arbitrator. If the parties cannot so agree, the arbitrator shall determine the issues by referring to the written grievance documents, subject to, however, Sections 4 and 5 above.

7. After a hearing and after both parties have had an opportunity to present written and/or oral arguments, the arbitrator shall, within thirty (30) days of closure of the case, submit a written report of his/her recommended findings and decision to the grievant, CSEA, and the Governing Board.
8. Not later than the second regular Board meeting following receipt of the arbitrator's recommendation, the Governing Board shall take action on such recommendation in closed session and shall communicate that action to the grievant and CSEA. The Governing Board's decision shall be final and binding, but shall not limit any party's right to seek judicial review.
9. The recommended decision of the arbitrator shall not add to, subtract from, alter or disregard any provisions of this Agreement. The recommended decision shall not direct action other than restoration of the condition(s) in effect before the violation, misinterpretation or misapplication of the Agreement occurred. No proposed remedy of the arbitrator shall apply more than twenty (20) days prior to the informal conference (see Section D above).
10. The fees and expenses of the arbitrator and a court reporter, when required by the arbitrator, shall be shared equally by CSEA and the District. If the arbitrator does not request a court reporter, the cost of such services shall be borne by the requesting party if any, unless the parties mutually agree to share the expense. If, however, one of the parties declines to share the expenses of the court reporter and subsequently requests a transcript of the arbitration proceedings or a copy thereof, that party shall be required to reimburse the other party for one-half (1/2) the cost of the court reporter's services and expenses.
  - a. Any expense other than those specified in this section shall be borne by the party incurring such expense.
11. During the pendency of all proceedings, and until the final determination has been reached; all proceedings shall be private and confidential.

I. MISCELLANEOUS:

1. RESPONSE: If the District fails to respond to a grievant within the time limits specified for the level, the grievant shall have the right to appeal to the next level.
2. CONFERENCE: Grievants shall have the right to a conference, upon request, at each level.
3. RECORDS: All records of the proceedings shall be labeled confidential and shall be retained by the Personnel Department.
4. REPRISALS: No reprisal shall be taken by or against any participant in a grievance procedure by reason of such participation.

5. REPRESENTATION: Each party may be accompanied by a conferee representative at any level of the grievance procedure.
6. PAY: A grievant and the grievant's representative, if required by the District to be absent by reason of these grievance procedures, shall not suffer any loss of pay. Efforts shall be made to process a grievance at times other than during working hours.
7. TIME LIMITATIONS: Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
8. INITIATE GRIEVANCE - LEVEL II: If a grievance arises from action or inaction on the part of a member of the administration at a level above the immediate Supervisor, the grievant shall submit such grievance in writing to the Superintendent or his/her management designee.
9. FORMS: Forms for filing and processing grievances shall be prepared jointly by the District and CSEA.

## **ARTICLE XVIII. CONCERTED ACTIVITIES**

### **A. STRIKES:**

There will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interferences with the operations of the District by the Chapter or any of its officers, agents, or members during the term of this Agreement, including compliance with the requests of the other labor organizations to engage in such activity.

### **B. REPRESENTATIVES:**

The Chapter recognizes the duty and obligation of its representatives to comply with the provisions of the Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, picketing, or other interference with the operations of the District by employees who are represented by the Chapter, the Chapter agrees to take all necessary good faith steps to cease such action.

### **C. NO LOCKOUT:**

During the term of the Agreement the employer agrees not to engage in any lockout of employees covered by this Agreement.

## **ARTICLE XIX. PROFESSIONAL GROWTH**

### **A. 4760 BASIC POLICY:**

Professional growth is the continuous, purposeful engagement in study and related activities designed to retain and extend the high standards of the classified employee. Professional growth should provide increased knowledge, understanding, and skills in the participant's regular assignment as well as provide background material for the activity in which engaged.

Such professional growth is a joint enterprise between the District and the individual employee and should be planned together in order to assure maximum gain.

**B. 4761 PROFESSIONAL GROWTH COMMITTEE:**

The Committee will evaluate new classes, approve growth programs and compute professional growth programs on participating employees. The Professional Growth Committee will codify, and publish annually, its rules and regulations.

1. 4761.1 The Committee shall consist of:

the Superintendent as an ex-officio member;  
a representative from the Department of Instruction;  
a representative from the Business Office;  
a representative from the Personnel Department;  
the Director of the Adult Education Programs; and  
One representative from each of the major classification areas for classified personnel: Accounting/Fiscal/Data Processing, Custodial, Transportation, Equipment/Maintenance, Facilities/Maintenance, Food Services, Grounds/Maintenance, Instructional, Instructional Support, Media, Secretarial/Clerical, Storekeeping/Supply. In addition, one representative shall be elected from CSEA and each representative shall have an alternate.

2. 4761.2 The Committee members shall elect one (1) of their members as chairman. A quorum shall consist of a minimum of five (5) members with at least one (1) member representing CSEA and one (1) member representing the District.

3. 4761.3 The Personnel Department will maintain a Professional Growth card on each employee participating in the program.

**C. 4762 ACCEPTABLE PROGRAMS:**

Professional growth may be achieved through participation in any of the following categories: College courses, District sponsored courses, workshops, institute lecture programs, selected Adult Education classes and individual research. The Professional Growth Committee will approve courses, workshops, lectures, etc., to determine those qualified for credit.

**D. 4763 CRITERIA FOR POINT CREDIT:**

The Committee will consider whether the credit may be allowed for classes, workshops, and similar experiences under the following criteria:

1. 4763.1 Job related classes and/or experiences, improvement of skills, and knowledge contained in the job description.

2. 4763.2 Job improvement classes and/or experiences gaining more generalized knowledge, understanding and skills that will enable the employee to function more effectively, i.e. human relations, communications, Spanish, etc.

3. 4763.3 Promotional classes and/or experiences to ready the employee for other positions of employment with the District.

E. 4764 CREDIT:

Credit for classes in Adult Education or other education experience will be equated as follows:

Total Class Hours	Points (units) Earned
11-15 .....	½
16-20.....	1
21-30.....	1 ½
31-40.....	2
41-50.....	2 ½
51 - or more .....	3

College, community college, and university courses will be equated by units earned. A compensation award of \$250 may be earned by an employee who completes ten (10) points. Not less than seven (7) of the ten (10) points should relate to the employee's general area of employment. This award shall apply annually and be paid in equal monthly installments. An increment of \$250 will be granted for each ten (10) points, credits earned. An increment may be earned every year. The award of the compensation increment shall become effective at the start of the fiscal year after the Professional Growth Committee has verified the completion of the requisite number of points. The credit may be granted only for courses in progress at the time of the adoption of this policy, or completed subsequent to its adoption. Credit is granted only for work undertaken while a District employee. Credit shall be granted only for courses taken on the employee's personal time and at their own expense. Courses may be taken during the term of employment up to a maximum of six (6) increments.

1. 4764.1 PROMOTION: An employee who is promoted shall receive the regular promotional salary placement plus professional growth increments earned. A professional growth increment once earned shall be retained. Increments are lost only when a break in service exceeds thirty-nine (39) months. Professional Growth increments are included as a part of salary for retirement purposes in accordance with Public Employees' Retirement System (PERS) regulations.

F. 4765 PARTICIPATION PROCEDURE:

All employees of the bargaining unit who are permanent, probationary, or part-time on a regular basis and work twenty (20) hours a week or more are eligible to participate in the program. Employees will file a Declaration of Intent form showing intention to participate in the program. An intent form will also be completed. Supporting documentation must be attached to the Intent Form for acceptance by the Committee. These forms will be presented to the Professional Growth Committee by the employee for its approval. It is the responsibility of the employee to apply to the Committee for credit for the courses taken and to present official evidence of the successful completion of courses.

1. 4765.1 REPORTING: By May 1<sup>st</sup>, the Professional Growth Committee will provide the Superintendent with a resume of all active programs. No later than June 1<sup>st</sup>, the Committee will provide a list of classes (points) completed by participating employees and certify those who are eligible for a professional growth increment. To receive an increment for the following fiscal year, Intent Forms must be received by May 1<sup>st</sup> of the current year. Classes not completed by June 30<sup>th</sup> shall be credited in the following years' computations. Verification for courses completed must be received in Human

Resources no later than the last working day of September. Those received after that date will be credited to the following year's computation.

2. 4765.2 INTENT PROCEDURE:

1. Pick up Intent Form from Human Resources.
2. Fill out, sign, and return Intent Form to Human Resources with ALL supporting documentation and course descriptions, keeping the last copy for your records.
3. Attend course, school, in-service, etc.
4. Turn in grade slip or verification signed by the instructor or his/her designee, to Human Resources.

G. 4766 CONTINUING EDUCATION - JOINT EXPLORATION:

CSEA and the District shall jointly explore means and methods which will encourage classified employees to pursue continuing education, particularly in the furtherance of obtaining teaching credentials. Such exploration shall include, but not be limited to, the feasibility of implementation of the Morgan Bill. Any negotiable changes which might result from this effort shall be subject to negotiations between the parties unless mutually agreed otherwise.

## **ARTICLE XX. INSTRUCTIONAL SUPPORT PERSONNEL (ISP)**

Instructional Support Personnel (ISP) will perform any yard duty services on a voluntary basis only and not to be considered as part of their regular duties. ISP will perform any yard duty services at the same rate of pay for which they perform classroom services when they elect to perform such duty.

## **ARTICLE XXI. SAFETY**

A. COMPLIANCE:

District shall comply with applicable safety laws and regulations.

B. REQUIREMENTS:

Employees shall not be required to work under unsafe conditions or to perform tasks which endanger their health or safety. Any employee who observes a working condition deemed unsafe by the employee or which reasonably would be so deemed, shall report in writing such condition, including such grounds for alleging or believing it unsafe, to his/her immediate Supervisor or Safety Representative and to the District Safety Committee. The District shall consider such report promptly, and if the condition is found to be unsafe shall correct it as soon as possible.

C. SAFETY EQUIPMENT:

District shall furnish safety equipment or materials required by applicable safety laws or regulations.

D. CSEA:

CSEA shall have representation on the District Safety Committee.

E. DISCRIMINATION:

No employee shall be in any way discriminated against, and/or disciplined, as a result of reporting to his/her immediate Supervisor any condition believed to be a safety problem.

## **ARTICLE XXII. LAYOFF AND RE-EMPLOYMENT**

A. DEFINITIONS:

1. EMPLOYEE: Is any person holding a position of employment within the bargaining unit.
2. LAYOFF: Is a separation from a position of employment, except for disciplinary cause, due to lack of work, lack of funds, or as a result of displacement (bumping).
3. REDUCTION OF HOURS: The District and CSEA, upon written request by CSEA, shall negotiate the decision to reduce hours for bargaining unit positions that are occupied by bargaining unit employees. In addition, the parties shall, upon written request, negotiate the implementation and impact of a reduction of hours for bargaining unit employees.
4. SENIORITY:
  - a. A current seniority list shall be provided to CSEA within thirty (30) days after agreement is reached.
  - b. Beginning July 1, 1994, all new unit members shall have their seniority based upon date of hire.
  - c. Seniority numbers for pre-July, 1994 continuing employees shall be established based upon hours in paid status including 1994 summer school hours.
  - d. If a pre-August, 1994 employee has taken leave of absence without pay or resigns and is reemployed within thirty-nine (39) months, the seniority numbers previously established shall remain in effect.
5. VOLUNTARY REDUCTION: Is the employee's written consent to a reduction of hours or assignment to a lower classification. (Any employee who volunteers for a reduction in classification shall be placed on the highest step in the lower range that has a salary rate less than that of the position from which the employee was laid-off.)

B. BUMPING RIGHT/LAYOFF RIGHT:

Any employee whose position is eliminated or is laid-off shall be able to exercise the following "bumping rights":

1. To bump into any position in the same lateral classes in which the employee has greater seniority than the incumbent (thereby displacing the incumbent), and meets the minimum qualifications.

2. Employees can bump into classes in which they have attained either probationary or permanent status.
3. A permanent employee may bump into a lower class within the same job family or job series if:
  - a. vacancy exists or,
  - b. the position is filled by a probationary employee.
4. Permanent employees bumping into lower classes in which they have not previously served shall be probationary in that position for sixty (60) calendar days.
5. First choice by seniority after transfers to vacancies which occur in the class from which the employee was laid-off (Ed. Code § 45298).
6. First choice by seniority after transfers to vacancies which occur in equal or lower classes in which the employee has previously achieved probationary status (Ed. Code § 45308).
7. Seniority shall determine the placement over all other equally qualified applicants for any vacancy within the bargaining unit.
8. Health & Welfare benefits at District rates will be offered to employees with five (5) years of continuous service, at the employee's sole expense, payable monthly in advance to the District for a period not to exceed thirty-nine (39) months.
9. To have all earned pay and unused accrued vacation time paid to the employee no later than the next regular payroll after the effective layoff date.
10. To be placed by seniority on a substitute list in any classification in which he/she has seniority.

C. APPLICATION:

1. The order of layoff shall be based on the employee's seniority within the affected District-wide class and higher classes-the employee with the least seniority (after voluntary reductions, reassignments and retirements) being laid-off first. The order of layoff shall be in the reverse order of seniority (Ed. Code § 45308).
2. If two (2) or more employees have equal seniority, the order of layoff shall be by lot.
3. The District shall make practical efforts to reduce or avoid layoffs by voluntary reassignment, voluntary transfers, and voluntary early retirements.

D. NOTICE:

1. When, as a result of the expiration of a specially funded program, the District shall give the employee(s) a written notice on or before May 29th. If the termination of any specially funded program is other than June 30th, such notice shall be given not less than thirty (30) days prior to effective date of layoff (Ed. Code § 45117). All other employees who are laid-off shall receive thirty (30) calendar days notice prior to the

effective date of layoff.

2. Duplicate notices shall be presented to the President of CSEA.
3. Layoff notices shall be rescinded when financially feasible.
4. The District shall inform CSEA of the extent of the proposed layoff at least ten (10) working days prior to notices being sent to employees, and if requested by CSEA, meet and confer prior to the matter going to the Board of Trustees. Upon written request by CSEA, the parties shall negotiate the impacts and effects of the layoff.

E. RE-EMPLOYMENT RIGHTS:

1. Laid-off employees shall be placed on a re-employment list in reverse order of layoff and shall remain on said list for no less than thirty-nine (39) months, except for employees who voluntarily accept reductions in hours of classification in lieu of layoff who shall remain on the re-employment list for a period of no less than sixty-three (63) months.
2. Re-employment shall be in reverse order of layoff. Employees shall be hired from the re-employment list in preference to any other hiring for vacancies in classes which the employee has bumping rights.
3. Persons who return to District employment from the re-employment list shall be entitled to fill the vacancy in the highest class in which he/she has bumping rights.
4. Employees who personally receive notice of re-employment shall have ten (10) working days to respond. Failure to do so will indicate rejection of offer.
5. Employees notified by certified mail shall have eight (8) working days after the notice has been sent, by the District, to their last address of record by certified mail to respond to a notice of re-employment. Failure to do so will indicate rejection of the offer.
6. It is the responsibility of the employee to notify the District that he/she will be unavailable for personal or mail contact.
7. If the employee accepts re-employment, he/she shall have no more than fifteen (15) calendar days in which to report to work.
8. An employee who elects service retirement in lieu of layoff through the Public Employees Retirement System shall be placed on the appropriate re-employment rights provided under this article. The District shall notify the Board of Administration of the Public Employees Retirement System that the retirement was a result of a bona fide layoff. If the employee accepts re-employment in an appropriate vacancy the District shall maintain the vacancy until the Board of Administration has properly processed the employee's request for reinstatement from retirement (Ed.Code §45115).
9. An employee on a re-employment list shall continue to receive re-employment offers, in order of seniority, for the entire period of time for which he/she is required to remain on the list.

F. UNEMPLOYMENT:

The District agrees not to contest the Unemployment Insurance claim of any laid-off employee due to lack of funding and/or lack of work.

G. SENIORITY LIST:

1. At least annually on December 1st, and/or thirty (30) working days before the effective date of layoff, the District agrees to provide CSEA with a seniority list.
2. The annual seniority list shall contain two (2) sections; one (1) shall list seniority by class, and the other (2) shall list seniority (in all classes) by individual in alphabetical order.
3. A seniority list generated in preparation for layoff shall contain the same two (2) sections listed in Section G.2 above, however; the list shall contain only those individuals and/or classes which will be affected by the proposed layoff, including individuals who might be displaced through bumping. The District will recheck personnel data cards for reclassifications that may have been overlooked, which will provide closure to the possibility for challenges to seniority placement.
4. Employees reclassified between the period of June 30, 1994 and June 30, 1997 will continue to carry accrued hours to the position to which the person was reclassified.
5. Employees reclassified after June 30, 1997 will receive an adjusted hire date reflecting their service the three (3) years prior to the approval date of their reclassification.

## **ARTICLE XXIII. CONTRACTING OUT BARGAINING UNIT WORK**

A. CONTRACT OUT WORK:

The District agrees that it will not contract out work which has been customarily and routinely performed by employees, except as provided in this Article.

B. DISTRICT INTENT:

It is the District's intent to not contract out work which will lead to the displacement of employees.

C. CSEA:

The District, after consultation with CSEA prior to any decision to contract out, may contract out work if the scope of and/or special requirements/equipment for a given project are such that District employees are unable to complete the work needed to be done. This section shall not apply if the inability of District employees to perform the work/project is due to a recent layoff of employees who would otherwise have been able to do so.

D. EMERGENCIES:

The District may contract out work in emergency situations, i.e., when necessary to protect the safety of District students or employees, or the public, or the property of the District.

E. BARGAINING UNIT:

The District may contract out bargaining unit work when there is no reduction or elimination of classified bargaining unit positions, or when there is no employee in the appropriate classification to perform the work in a timely fashion, as long as no employee in that classification is on the layoff/re-employment list unless the employees have refused to perform the work.

Each work site may organize volunteer beautification days after review and approval by the District Beautification Safety Committee.

F. VOLUNTEER USAGE:

In recognition of the benefit to be gained by community involvement in the schools, the District may use community and parent volunteers to assist in a variety of areas in the District. However, in using volunteers, the District must comply with the following:

1. CSEA shall be consulted prior to the use of volunteers.
2. No classified employee shall suffer a reduction of hours or a layoff as a result of the use of volunteers. Volunteers shall not be used in lieu of filling vacancies.
3. All volunteer project work which involves construction by skill trades shall be reviewed by the District's Planning Department for compliance with relevant codes and regulations, with final approval by the Director of Maintenance.
4. The District and CSEA shall consult whether a classified employee should be assigned to monitor any volunteer work project.

G. UNIT MEMBERS:

Work that is normally and customarily performed by unit members may not be transferred to other bargaining units or outside the unit except as authorized by this Agreement, PERB, or applicable law.

## **ARTICLE XXIV. SEVERABILITY**

If any provision of this Agreement or any application thereof to any employee is held by the final judgment of a court of competent jurisdiction, or a final unappealed decision of the Public Employment Relations Board, to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such judgment or decision, but all other provisions or applications shall continue in full force and effect. The parties shall, within thirty (30) days after finality of the judgment or decision, meet for the purpose of negotiating a comparable substitute provision.

## **ARTICLE XXV. DISCIPLINE**

A. PROCEDURES FOR DISCIPLINARY ACTION AND APPEALS:

1. DISCIPLINARY ACTION ONLY PURSUANT TO THIS RULE: Permanent

employees shall be subject to disciplinary action only as prescribed by these rules and regulations pursuant to the procedures outlined herein.

2. TIME LIMITS ON DISCIPLINARY ACTION: No disciplinary action shall be taken against the employees becoming permanent, or for any cause which arose more than two (2) years prior to the date of the Statement of Charges, unless such cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
3. PROHIBITED ACTS RELATED TO DISCIPLINE: No employee shall be disciplined in violation of Articles I and III of this Agreement.

4. DEFINITIONS:

DISCIPLINE: Disciplinary action is any action whereby a permanent classified employee is dismissed, suspended or demoted, except for a layoff for lack of work or lack of funds. Permanent employees who are serving in a new position may be released from the new position during the probationary period without compliance with this Article.

5. CAUSE FOR DISCIPLINARY ACTION: The following causes shall be grounds for disciplinary action:
  - 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 (including but not limited to failure to possess required licenses, failure to pass required tests);
  - c. Insubordination (including but not limited to refusal to do assigned work);
  - d. Carelessness or negligence in the performance of duty or in the care or use of District property;
  - e. Discourteous, offensive or abusive conduct or language toward other employees, pupils, or the public;
  - f. Dishonesty;
  - g. Drinking or possession of alcoholic beverages on the job, or reporting for work while intoxicated;
  - h. Use or possession of narcotics or controlled substances while on the job or reporting to work while under the influence of a narcotic or controlled substance as defined in Education Code Section 44011;
  - i. Engaging in political activity during assigned hours of employment;
  - j. Conviction of any crime involving moral turpitude;
  - k. Conviction of or charge of any sex or drug offenses as defined in Ed. Code § 44010, and as provided for in Ed. Code § 45304;

- l. Absence without leave or repeated tardiness;
- m. Abuse of leave privileges as provided by the contract;
- n. Abandonment of position, or excessive absenteeism which adversely affects the efficient operation of the District;
- o. Falsifying any information supplied to the District, including but not limited to information supplied on application forms, employment records, or any other District records;
- p. Persistent violation or refusal to obey rules and regulations or laws made applicable to public schools by the Governing Board or by an appropriate federal, state, or local governmental agency;
- q. Offering anything of value or offering any service in exchange for special treatment in connection with the employee'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;
- r. Physical or mental incapacity to perform assigned duties;
- s. Conviction of any offense which is directly related to job performance.

6. PLACEMENT ON ADMINISTRATIVE LEAVE:

- a. The Superintendent, or his or her authorized representative, shall have the authority to place an employee on administrative leave, with or without pay, pending an investigation that such employee has violated Article XXV (5)(a),(c),(d),(e),(f),(g),(h),(j),(k),(n),(o),(p),(q),(r), or (s) or any other cause, the violation of which could endanger the health, safety or well-being of District staff, students, the employee or the public.
- b. The Superintendent shall be authorized, in addition to the above, to place an employee on administrative leave with or without pay pending an investigation that such employee has been charged with an offense set forth under Article XXV(5)(s).
- c. If an employee is found not guilty of an offense for which he or she was placed on unpaid administrative leave then he or she shall be entitled to reinstatement and back pay. This section shall not be construed to prevent layoffs for lack of work or lack of funds as permitted by the Education Code, Article XXII of this contract, and Chapter 16 of the Merit Rules and Regulations.

B. PROGRESSIVE DISCIPLINE:

Employees who are subject to disciplinary action are entitled to have union representation at any meetings at which such disciplinary action is discussed as provided by Weingarten (420 U.S. 25). In handling disciplinary matters, it is intended that progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that immediate or more severe action is appropriate, or where progressive steps are not likely to correct the conduct involved. Progressive steps may be as follows:

1. VERBAL REPRIMAND

2. WRITTEN WARNING WITH A COPY TO THE EMPLOYEE'S PERSONNEL FILE: Such statement shall include the reasons for the warning and any intention the supervisor may have to recommend disciplinary action and the employee's right to respond in writing. The supervisor shall give a reasonable period of advanced warning to permit the employee time to correct the deficiency without incurring disciplinary action.
3. SUSPENSION: If the employee continues such behavior then the employee may be suspended for up to thirty (30) days without pay.
4. FINAL STEP: If the employee continues the behavior warranting action under steps (1)-(3) or engages in similar or related conduct, the employee may be subjected to other forms of disciplinary action, including demotion or termination.
5. IMMEDIATE SUSPENSION WITHOUT PAY: An employee may be immediately suspended without pay if charged with the commission of any sex offense or narcotics offense referred to in Ed. Code § 44010, 44011, 45304, 44940, and 44910.5. The suspension shall continue for not more than ten (10) days after the date of the entry of the court judgment. Any employee so suspended shall continue to be paid his or her regular salary during the period of suspension if the employee furnished to the District a suitable bond or other security acceptable to the Board of Trustees, as a guarantee that the employee does not return to service after such period of suspension. If the employee is acquitted of the offense, or if the charges are dismissed, the District shall reimburse the employee for the cost of the bond; or, if the employee has not elected to furnish such bond, the District shall pay to the employee his or her full compensation during the period of the suspension, provided the employee returns to service after such period of suspension.
6. IMMEDIATE SUSPENSION WITH PAY: An employee, other than stated in Article XXVI(B)(5) above, may be immediately suspended without loss of compensation pending the initiation and completion of disciplinary action procedures to the Board level, if there is a clear and present danger to the health, safety or well-being of the employee, students, fellow employees, or District property. The District may end the suspension without loss of compensation or take action to suspend without pay in accordance with these rules as warranted.
7. DISMISSAL OF PROBATIONARY, LIMITED TERM/SUBSTITUTE LIMITED TERM PROJECT OR PROVISIONAL EMPLOYEES: A probationary, limited term substitute, limited term project, provisional, or other non-permanent employee may be terminated at any time during his or her assignment without regard to the procedures set forth in this Article.
8. HEALTH INSURANCE MAINTAINED UNTIL APPEAL EXHAUSTED: Any classified employee who receives District health insurance and is subjected to disciplinary action that would result in the employee losing said health insurance shall continue to receive such health insurance benefits until the timelines outlined in these rules for appealing the disciplinary action have passed without action by the employee, or if the employee has filed a timely appeal, until the exhaustion of all appeal right outlined in these rules and regulations.

C. NOTICE OF DISCIPLINARY ACTION:

1. NO DISCIPLINE WITHOUT NOTICE: No permanent classified employee may be subjected to dismissal, demotion or suspension until the employee has been served with a Statement of Charges. The exception to this rule is in the case of action taken in accordance with Articles XXVI (B)(5) and (6) above.
2. CONTENTS OF THE STATEMENT OF CHARGES: The Statement of Charges shall contain statements in ordinary and concise language of:
  - a. The nature of the proposed action (suspension, demotion, or dismissal).
  - b. The specific cause and sections of these rules that the employee is charged with violating.
  - c. The specific charges, including times, dates, location, and a description of the alleged actions or omissions in ordinary and concise language.
  - d. The proposed effective date(s) of the disciplinary action.
  - e. The employee's right to see and obtain copies of all evidence and documentation to support the District's case against the employee.
  - f. The employee's right to representation.
  - g. The employee's right to respond to charges either orally or in writing.
  - h. The employee's right to request a Board hearing to dispute the charges and the proposed suspension, demotion, or dismissal within five (5) working days of service of the Statement of Charges, and the right to have such a hearing within the timelines specified in these rules.
3. HEARING BEFORE BOARD OF TRUSTEES: If the employee submits a request for a Board hearing to the District within five (5) working days after the service of the Statement of Charges, the employee shall have a right to have a hearing before the Board of Trustees.
4. NOTIFICATION OF HEARING TO EMPLOYEE: Notification of the time and place of the Board hearing shall be served personally or by certified mail (Return Receipt Requested). This requirement will be deemed to have been met if the Statement of Charges is sent certified mail to the last known home address on file in the Personnel Office. Failure of the employee to retrieve delivered mail, or respond to notifications by the U.S. Postal Service of attempting delivery shall not invalidate service by the District.
5. CONDUCT OF BOARD HEARING: The employee shall have the right to appeal the proposed disciplinary action to the Board of Trustees and be heard in his or her defense. This hearing shall conform to Administrative Procedure 1201. All hearings before the Board shall be in closed session unless the employee requests an open hearing in the request for Board hearing.
6. RIGHT TO REPRESENTATION: The employee may, at his/her option, be represented by legal counsel, union representative or any other person designated by the employee.

If the employee files a request for hearing, the employee shall be required to attend the Board Hearing, even if the employee's designated representative appears on his or her behalf. If the employee fails to appear, the employee will be deemed to have forfeited rights to further appeal and the Board of Trustees shall act on the recommendation of the Superintendent.

7. BOARD HEARING DECISION: At the close of the hearing, the Governing Board shall adjourn to closed session to deliberate regarding its decision. Such deliberations may be extended beyond the date(s) set for hearing in conformity with the Brown Act, Gov. Code § 54950 et seq. After its deliberations, the Board shall render its decision, which shall be final unless it is appealed to the Personnel Commission pursuant to Chapter 18 of the Personnel Commission Rules and Regulations. If the Board finds that sufficient cause exists, it may impose the disciplinary action proposed by the Superintendent or his or her designee or it may impose a greater or lesser disciplinary action.
8. GENERAL PROVISIONS:
  - a. If the Governing Board sustains an employee in a disciplinary matter, it may order paid all or part of the employee's compensation from the time of the employee's disciplinary action and shall order the employee's reinstatement upon such terms and conditions as it may determine appropriate.
  - b. Any notice or request shall be deemed sufficient when delivered in person to the employee to whom it is directed or when it is deposited in the United States certified mail, postage prepaid and addressed to the last known address of the employee. Failure of the employee to retrieve mail or respond to the notifications of the U.S. Postal Service of attempted delivery shall not stay the timelines outlined in these rules. If the notice is served by certified mail, an employee shall have three additional days to respond.
  - c. The term "Superintendent" shall refer to the District's Superintendent or other administrator authorized to act on behalf of the Superintendent.
  - d. The sufficiency of cause for disciplinary action is not subject to the grievance procedure in this Agreement. Alleged procedural violations of this Article are subject to the grievance process as follows:
    - i. Such alleged violations are grievable through Level III (Superintendent/Designee).
    - ii. Only alleged procedural violations arising out of Section (B) of this Article are grievable (alleged violations arising out of Section [C] may, at the employee's choice, be part of the case presented to the Governing Board and appeal, if any, to the Personnel Commission).
    - iii. Notwithstanding Article XVII, Section (D), grievances under this Article must be commenced within ten (10) days after the grievant knew or should have known of the event or circumstances occasioning the alleged grievance.
    - iv. The filing of a grievance alleging a violation of this Article shall not stop or stay disciplinary procedures or action.

## **ARTICLE XXVI. FLOATER BUS DRIVER POSITIONS**

### **A. ESTABLISHMENT OF POSITIONS:**

The parties agree to establish a subcategory position within the current bus driver classification. This position shall be known as "Floating Bus Driver", or "Floater". Job requirements and qualifications shall be under the current job description for Bus Driver; however, the duties and schedule of a Floater may differ from those of other Bus Drivers as provided in this document.

1. The current staff of Bus Driver Substitutes shall become regular classified employees serving in the position of Floater effective upon ratification of this Agreement. The parties agree this covers eight (8) such employees. These individuals shall be classified as probationary or permanent employees depending on whether they have served as substitutes for at least six (6) months.
2. Floater shall be guaranteed a minimum of eight (8) paid hours per day. Floaters will assume a fixed starting time of 6:00 a.m.
3. Except as provided in paragraph A above, Floaters shall serve a probationary period as do all other unit members. Floaters shall be considered to be classified employees and shall enjoy all rights and benefits accruing to all employees of the classified service, whether or not addressed in the negotiated Agreement between the parties.

### **B. DUTIES OF FLOATERS:**

It is the intent of the parties to have Floaters serve in its place of absent employees in lieu of the District hiring substitutes.

1. Floaters will be responsible for learning all routes and, when needed, will substitute for other drivers on any route at the direction of the District, as provided in this document.
2. In the event the route assigned to a "Floater" Bus Driver on any given day does not meet the eight (8) hour assignment guarantee specified above, they will be assigned duties, which may include but are not limited to Kindergarten, Renaissance, minimum day, restructured day, SBC day runs, bus washing and cleaning (interior/exterior) of buses shall be assigned to meet the eight (8) hour guarantee.
3. Any runs remaining after "Floater" hours have been filled shall be known as extra runs and shall be available to all drivers. Extra runs will be offered to all drivers, by seniority, including Floaters, based on the sign-up list.
  - a. In the event a driver will be absent for more than thirty (30) working days, and such fact is known, in advance, by the District, the substitute assignment for that route will first be offered by seniority. If a senior driver takes a route with less hours, he/she will accept the voluntary reduction of hours. If no driver accepts the absent driver's assigned route, the route will be assigned to a Floater pursuant to paragraph 2 above.
4. Floaters may be assigned to split schedules throughout the work day. Establishment of and and/or changes in such schedules shall be according to the provisions of the Transportation Handbook.

5. The Floater shall be eligible to bid for extra assignments (such as after school programs, field trips, etc.) along with all the other Bus Drivers pursuant to the Transportation Handbook.
6. All Floater positions shall be subject to the bidding procedure pursuant to the Transportation Handbook.

C. GENERAL PROVISIONS:

1. By establishment of the Floater positions, the parties intend to allow for a designated number of Bus Drivers to serve as replacements for absent employees and/or assigned to routes/duties as needed within the scope of the Bus Driver job description. The parties, therefore, acknowledge that these Floater positions will be different in that they may not have "permanent" assigned routes and driving schedules.
2. Nothing herein is intended to preclude the District from deciding to add more Floater, positions in the future, provided that existing agreed upon notice, posting and selection procedures are followed in the filling of such positions.
3. By establishment of the Floater positions, the parties intend to clarify how extra hours are assigned to transportation employees. Specifically:
  - a. Extra hours are to be assigned to drivers by seniority. Drivers wishing to be considered for extra hours shall sign a list pursuant to current practice.
  - b. The parties agree that such assignments are subject to the extra hours fitting into the driver's regular schedule.
  - c. If the District is unable to obtain an available driver for extra hours by seniority, the District may assign the extra hours to any available driver without regard to seniority.

## **ARTICLE XXVII. TRANSPORTATION AGREEMENT**

A. EXTRA WORK ASSIGNMENTS:

CSEA Chapter 132 and the Pajaro Valley Unified School District agrees that the opportunity for all transportation "extra work" assignments, will be first offered to those transportation bargaining unit positions whose primary duties are driving. Assignments shall be assigned to those classifications utilizing the current system of seniority rotations.

B. BUS DRIVERS:

Transportation bargaining unit positions other than Bus Driver shall be assigned extra work assignment or emergency Field Trip Assignments (trips with less than 24 hour notice to the driver) only when no Bus Driver is available to take those runs.

C. TRANSPORTATION DISPATCHER:

In order for a Transportation Dispatcher to be eligible for any field trip, the field trip must be outside the Transportation Dispatcher's regular work assignment.

1. Transportation Dispatchers shall be eligible for the revolving field trip plan, and the

assignment must be outside the Transportation Dispatchers regular work assignment. If the revolving field trip is scheduled during the Dispatcher's regular work day, the revolving field trip shall be refused and the Dispatcher shall be rotated on the revolving field trip plan.

D. TIMELY BID ROUTES:

Timely bid routes will be conducted before the beginning of each regular semester. Additional rebids may be conducted by mutual agreement between CSEA and the District.

E. COMPENSATION:

The drivers should be paid for the number of hours designated for their route. If the route is longer by more than fifteen (15) minutes for twenty (20) consecutive days, the official route will be extended and the driver paid at a higher level. Extra time and/or overtime shall be monitored and approved by the District.

F. TIME FRAMES:

The time frames for drivers on restructured and minimum days shall be adjusted to fit the actual driving time including actual work time. The driver should be paid for the regular time unless the actual time of the restructured and minimum day exceeds the regular bid time.

G. AFTER-SCHOOL PROGRAMS:

After-school programs shall be bid before the beginning of each semester and with any re-bid. If a bus driver fails to perform for any reason his/her after school program bus route four (4) times, except in cases of full day leaves, he/she shall be removed from the after school program route for the remainder of the semester.

H. "FLOATER" ASSIGNMENT:

The "Floater" assignment shall be a minimum of eight (8) hours.

1. In the event the route assigned to a "Floater" Bus Driver on any given day does not meet the eight (8) hour assignment guarantee specified above, they shall be assigned additional duties to meet the eight (8) hour guarantee.
2. Any runs (a portion of a full route) remaining after "Floater" hours have been filled shall be known as extra runs work and shall be available to all drivers. Extra runs work will be offered to all drivers, by seniority, including "Floaters", based on the sign-up list.
3. The "Floater" shall be eligible to bid for extra assignments (such as after school programs, field trips, etc.) along with all the other Bus Drivers pursuant to the Transportation Handbook.

## **ARTICLE XXVIII. YEAR-ROUND EDUCATION (YRE)**

A. GENERAL PROVISIONS:

1. At the commencement of each school year, the District shall have the right to designate

positions at YRE sites as having a twelve (12) month work year. Notice shall be given to CSEA of those positions. Employees in those designated positions who are assigned to a work year which is less than twelve (12) months shall have the right to agree to increase their work year to the level designated by the District or to remain at their current work year or to increase their work year to an amount agreeable to their supervisor and upon request, after negotiations with CSEA. At the end of the school year, if the employee does not want a twelve (12) month work year, the District shall have the right to transfer the employee to a position in the same classification with the same work year the employee currently has.

NEW POSITIONS CREATED FOR YEAR-ROUND EDUCATION: When new positions are created the following priorities prevail:

- a. Transfers (seniority prevails) Article X, Section A, 1 of the CSEA Contract, Personnel Commission Rules and Regulations, Chapter 12.
  - b. Layoff/re-employment list
  - c. Promotional Exam List - Personnel Commission Rules and Regulations, Chapter 5, Section C, 2.
  - d. Current Eligibility List.
  - e. Open Eligibility List.
2. EXTENDED WORK YEAR: Work required after the traditional year will be assigned as extended work unless otherwise specified in this contract provision. Assignments will be made according to the provisions set forth in Article VIII, Section M and N, of the CSEA Contract.
- a. The employee requesting extended work must be available for work the entire length of the assignment. Seniority in current class prevails.
  - b. Assignment of the extended work shall be made using the following priorities:

BETWEEN SEPTEMBER AND JUNE:

- i. Same job family at same site.
- ii. Other classified employees at same site.
- iii. Same job family at other YRE sites.
- iv. Other classified employees at other YRE sites.

SUMMER: Procedures set forth in Article VIII, Section M and N, of the CSEA Contract.

3. If an employee works out of class for three (3) weeks or longer, a written performance assessment will be conducted and shared with the employee.
4. Clerical, food service, library-media technicians, and health clerks at all new year-

round schools shall be twelve (12) month positions.

5. Custodians at YRE sites shall not be required to move a substantial amount of the teachers' materials or furniture in or out of classrooms on track out/track in days, in addition to their regular duties, unless they are relieved partly or totally of their regular duties, or if the night custodians work a day shift, or if they are provided additional help by the District.

**B. MIGRANT/CHAPTER ONE/LEP/SIP INSTRUCTIONAL JOB FAMILY:**

Members of the Instructional Job Family will be assigned a work calendar which best suits the needs of the particular student population. Efforts will be made to accommodate special needs and/or resolve any problems created by work scheduling.

**C. BUS DRIVERS:**

1. Year-round Education routes are to be combined with traditional school and summer school routes.
2. Bus drivers will maintain their traditional work calendar. Work required after the traditional calendar year will be assigned as extended work. Assignments will be made according to the procedures set forth in Article VIII, Section M and N, of the CSEA Contract. Drivers may only bid for extended work if they are available for the entire length of the assignment.
3. Summer schedule and Year-round Education bidding shall be done by the last day of the traditional school calendar for all extended work. The transportation bidding process shall prevail as per the Transportation Handbook (Summer Work Section).

**D. FOOD SERVICES:**

1. Food Services employees will be assigned to tracks.
2. Job title and seniority will be the determining factors in track selection.
3. When the Cafeteria Manager is off, the position will be filled by a Cook/Baker working out of class (WOC). When unit members work in higher classifications, they will receive out of class pay.
4. Supplemental work may be offered if necessary to provide proper coverage.

**E. CLERICAL:**

1. Flex schedules, which may include a four (4) day work week after negotiations with CSEA. Health and welfare benefits shall not be affected.
2. Each school Principal, after consultation with the clerical staff, will determine whether the first and the last week of each track will be protected.
3. The office staff will work the scheduling out amongst themselves. They will take a recommendation to the Site Administrator. Seniority will prevail.

4. Only one employee may be out at a time.
5. Maximum time off, at a given time, will be mutually agreed upon by the employee and the Principal.
6. When the Office Manager or the Attendance Specialist is off, the position will be filled by an Office Assistant II working out of class (WOC).
7. Extended work may be offered if necessary to provide proper coverage.

F. LIBRARY-MEDIA TECHNICIAN:

Flex schedules, which may mean a four (4) day work week after negotiations with CSEA, plus extended work year. Health and welfare benefits shall not be affected.

G. SPECIAL EDUCATION:

INSTRUCTIONAL ASSISTANT - SDC: Assigned to Track A or other tracks as needed by program.

INSTRUCTIONAL ASSISTANT - RSP: (1) One at each site-traditional year plus supplemental. (2) Schools where one on every track-RSP self-select track according to seniority.

INSTRUCTIONAL ASSISTANT - PHYSICALLY HANDICAPPED (PH): Assigned to same track as the student to which the aide is assigned.

HEALTH CLERKS: Traditional school calendar plus extended work year.

H. CALENDAR:

CSEA agrees to a YRE one hundred seventy-five (175) day calendar. YRE one hundred eighty-one (181) day employees shall complete their individual calendars across tracks by mutual agreement between the employee and the Principal.

I. OPTING IN/OPTING OUT:

The Personnel Administrator will send out a survey each January for staff members to indicate a desire to opt in or out of Year-Round-Education. The Personnel Administrator will maintain an Opt-In and Opt-Out list and will provide the Classified Personnel Director with the list. The transfer process specified in Chapter 12 of the Personnel Commission Rules and Regulations and Article X, Section A, 1 and 2 of the CSEA Contract shall be strictly followed.

*By written mutual consent of both parties, any provision of the Agreement may be renegotiated at any time.*

## **ARTICLE XXIX. DESIGNATION OF MULTILINGUAL CLASSIFICATION**

A. INTRODUCTION:

There are established "Preferred Multilingual Classifications" in the classified bargaining

unit. Hereafter, such classifications shall be referred to as "preferred positions". Preferred positions shall receive a five percent (5%) increase in base compensation. The following rules and procedures shall govern.

B. DEFINITIONS:

(All definitions apply only to positions represented by CSEA Chapter 132.)

1. PREFERRED POSITION: A preferred position is a position designated as needing a person who can speak to non-English speaking parents, students and community. All federal or state mandated multilingual positions are preferred positions. If there is no federal or state requirement for a multilingual person, the positions may be filled by a monolingual person, but no additional compensation would be given.
2. MULTILINGUAL PERSON: A multilingual person is one who has literacy in English and a target second language. "Literacy" shall be determined through testing administered by the Classified Personnel Office. With minor exceptions, the preferred multilingual positions will be English-Spanish.
3. R-30 COUNT FOR LEP STUDENTS: The R-30 count is done by law annually in April to determine the number of Limited English Proficient (LEP) students in each school.
4. ASSISTANT SUPERINTENDENT: As used in this agreement, Assistant Superintendent means the position for the division in which preferred positions exist and or may be designated (e.g. elementary, secondary, and instruction).

C. PREFERRED POSITIONS:

1. K-12 SCHOOLS WITH LESS THAN 200 LEP STUDENTS: Schools with less than two hundred (200) LEP students based on the annual R-30 count will be required to designate one clerical position as a preferred multilingual position. All designations are subject to Assistant Superintendent approval. Classroom aide and teacher assistant positions which are not otherwise designated preferred positions under this Agreement may be so designated upon application by the site/department administrator and approved by the Assistant Superintendent.
2. ALL CHILDREN CENTERS: Schools with two hundred (200) or more LEP Students: In all children centers and in all schools with two hundred (200) or more LEP students based on the annual R-30 count, the following positions shall be designated preferred positions: all clerical, classroom aide, instructional assistant and teacher assistant classifications, in addition to one designated Library-Media Tech classification. (NOTE: As provided in part II above, the designations herein apply only to classified employees represented by CSEA and not, e.g. to non-classified employees at the children centers.)
3. All Community Liaison positions are preferred positions
4. All Migrant Education positions are preferred positions.
5. All Special Education Classroom Aide, Instructional Assistant, and Teacher Assistant

positions are preferred positions.

6. All Campus Supervisor positions are preferred positions.
7. All Health Clerk positions are preferred positions.
8. TRANSPORTATION: One (1) office clerical position shall be designated as a preferred position.
9. SPECIAL EDUCATION DEPARTMENT: The Director may designate one (1) clerical position as preferred. In addition, the director may request a redesignation of an existing clerical position as an additional preferred position(s) subject to the approval of the director of Classified Personnel or the Assistant Superintendent of Human Resources.
10. CHILD WELFARE AND ATTENDANCE DEPARTMENT: The Supervisor may designate one clerical position as preferred with approval of the Assistant Superintendent of Secondary Education.
11. ADULT EDUCATION: The Director may designate one clerical position as preferred. In addition, the Principal may request additional preferred positions which shall be subject to the approval of the Assistant Superintendent of Secondary Education.
12. DISTRICT OFFICE BUILDING: The Receptionist position shall be a preferred position. The District retains discretion to redesignate this position when the Receptionist position becomes vacant (See paragraph D, 1 b below).
13. DISTRICT TRANSLATOR: This position is required multilingual. Therefore, it is automatically a preferred position.
14. SERVICES TO LEP STUDENTS AND SUPPLEMENTAL PROGRAMS DEPARTMENT: All clerical positions are preferred positions.
15. FOOD SERVICES: Upon request of the Supervisor of Food Services and the approval of the Associate Superintendent, Business Services, food service classifications may become preferred positions.
16. Schools with more than two hundred (200) LEP students may designate one (1) Library-Media Tech position as a preferred multilingual position.

D. PROCEDURES:

1. In all cases where one (1) preferred position is to be designated (e.g. school with less than two hundred [200] LEP students, transportation clerical positions, special education clerical position, Child Welfare and Attendance, and Adult Education) the appropriate Site Administrator shall select the preferred position.
  - a. If the Site Administrator determines that two (2) or more individuals requesting to be the preferred position are equally qualified and equally available for desired coverage (e.g. hours per day, work year), the most senior employee shall be selected. The Site Administrator has sole discretion to determine qualifications and desired coverage.

- b. If the preferred position becomes vacant, the Site Administrator may change the preferred designation to a different position.
- c. In the event a school of two hundred (200) or more LEP students drops below two hundred (200), already designated preferred positions would continue to exist; however, employees hired after such event would not automatically be preferred positions pursuant to paragraph C, 1 above.
- d. If an individual in a preferred position is involuntarily transferred (pursuant to Article X, Section (B) of the negotiated Agreement, to a non-preferred position, the individual shall retain preferred status and compensation in the new position.
- e. If an individual is removed from a preferred position and placed in a non-preferred position as a result of any disciplinary action pursuant to the Rules and Regulations of the Personnel Commission, such individuals shall not retain preferred status or compensation in the new position. This section applies to settlements between the parties (District, CSEA, and employee) arising out of disciplinary actions.
- f. If an individual in a preferred position voluntarily transfers, promotes or otherwise moves to a non-preferred position, the individual shall not retain preferred status or compensation.
- g. If an individual in a preferred position is laid-off, he/she shall be allowed to exercise bumping and/or re-employment rights in order to maintain a preferred position. If such bumping/re-employment does not result in preferred status, he/she shall then exercise bumping/re-employment rights to a non-preferred position. All bumping/re-employment rights, subject to this paragraph, are as provided in Article XXII of the negotiated Agreement.

E. IMPLEMENTATION, HIRING AND RECRUITMENT:

- 1. All employees who are currently certified as multilingual literate by passage of the test administered by Classified Personnel and who are serving in a preferred position shall receive their range adjustment pursuant to implementation of the classification study.
- 2. All employees who wish to be certified as multilingual will be given an opportunity to take the Classified Personnel Office tests. Upon passage of the test employees in preferred positions shall receive their range adjustment prospectively.
- 3. All hiring and recruitment for preferred positions shall follow the Rules and Regulations of the Personnel Commission. This means that, unless multilingualism is required by law, multilingual applicants shall receive no preference in rating when competing for preferred positions. Thus, subject only to those exceptions contained in the Commissions Rules and Regulations, the applicant to be hired for a preferred position shall be chosen from among the top three (3) eligible candidates whether they are monolingual or multilingual.

F. EFFECTIVE DATE:

Effective July 1, 1994, sign language interpreters who meet job description requirements shall be provided a five percent (5%) stipend.

G. INCORPORATION INTO NEGOTIATED AGREEMENT:

The provisions of this Agreement are fully incorporated into and made a part of the parties' collectively negotiated Agreement. Therefore, the provisions of this Agreement are subject to Article XVII (Grievances), except as to those provisions which delegate sole discretion and authority to the District and its agents.

**ARTICLE XXX. DRUG AND ALCOHOL TESTING/  
TRANSPORTATION EMPLOYEES**

A. PURPOSE:

The District is committed to establishing and maintaining an alcohol and drug testing program to help prevent accidents and injuries resulting from the misuse of alcohol and use of controlled substances by any of the District's employees employed in classifications where such employees are required to possess a commercial driver's license.

This policy is implemented pursuant to and in compliance with requirements of the Omnibus Transportation Employer Testing Act of 1991. The District shall adhere to all federal regulations adopted to enforce the Omnibus Transportation Employer Testing Act of 1991.

Any covered employee who violates the provisions of this policy, as more specifically set forth per Administrative Regulation, may be subject to discipline, up to and including dismissal.

Alcohol and drug testing of all covered employees, pursuant to this policy and the requirements of the Omnibus Transportation Employer Testing Act of 1991, shall become effective January 1, 1995.

B. ADMINISTRATION REGULATION FOR DRUG AND ALCOHOL TESTING:

The regulation is adopted to implement the drug and alcohol testing requirements of the Omnibus Transportation Employee Testing Act of 1991, as fully adopted by the Pajaro Valley Unified School District pursuant to Board Policy.

C. DEFINITIONS:

1. Driver: Any employee employed in a classification in which he/she is required to possess a driver's license required by law including an A or B with P endorsement driver's license or who, as part of his/her duties performed for the District, drives any vehicle which is designed to seat sixteen (16) or more passengers. This definition shall apply to all such employees regardless of whether such employees are employed on a part-time or substitute basis.
2. Safety Sensitive Function: A driver is considered to be performing a safety sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform all driving related job functions. Driving related functions shall include, but not be limited to, waiting to be dispatched, inspecting and servicing equipment, supervising, performing or assisting in loading and unloading, repairing or obtaining and waiting for help with a disabled vehicle.

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

D. PROHIBITED CONDUCT:

1. Alcohol Use: No driver shall report to work or remain at work while having an alcohol concentration of 0.04 or greater. If the District has actual knowledge that a driver has an alcohol concentration of 0.04 or greater, such driver will not be permitted to perform or continue to perform his/her job duties.

No driver shall report for duty or remain on duty while under the influence of or impaired by alcohol as shown by behavioral, speech, and performance indicators of alcohol misuse. The District shall not knowingly permit a driver under the influence of or impaired by alcohol to perform his/her job duties until the driver has been tested for alcohol and such test shows an alcohol concentration of less than 0.02 or at least twenty-four (24) hours have elapsed from the time the District reached a determination that the driver was under the influence of or impaired by alcohol.

No driver shall possess alcohol while on duty. If the District has actual knowledge that a driver is in possession of alcohol while on duty, the District will not permit the driver to perform or continue to perform his/her duties.

No driver shall use alcohol while performing safety-sensitive functions. If the District has actual knowledge that a driver is using alcohol while on duty, the District will not permit the driver to perform or continue to perform his/her job duties.

No driver shall perform safety-sensitive functions within four (4) hours after using alcohol. If the District has actual knowledge that a driver has consumed alcohol within four (4) hours prior to performing any safety-sensitive function, the District will not permit the driver to perform or continue to perform his/her job duties.

A positive test for alcohol must be a confirmation test by a federally approved method which may include an evidentiary breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.02 grams of alcohol per two hundred and ten (210) liters of breath or greater. Such a test is positive even if that concentration is caused by prescribed medication.

No driver who is tested for alcohol and found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be permitted to perform any of his/her job duties for a least twenty-four (24) hours from the time of the test.

No driver who is tested for alcohol and found to have an alcohol concentration of 0.04 or greater shall be permitted to perform any of his/her job duties.

No driver who has been required to take a post-accident alcohol test, as set forth below, shall use alcohol for eight (8) hours following the accident or until he/she has

completed the required alcohol test, whichever occurs first.

No driver shall refuse to submit to an alcohol test as required under this policy and administrative regulation.

2. **Controlled Substance (Drug) Use:** No driver shall report for duty or remain on duty when the driver uses any controlled substance, except when the use of such controlled substance is pursuant to the instructions of a physician who has advised the Driver that the substance does not adversely affect the driver's ability to operate a commercial vehicle.

If the district has actual knowledge that a driver has used a controlled substance, the District will not permit such driver to perform his/her job duties.

No driver who tests positive for a controlled substance(s) shall perform his/her job duties. If the District has actual knowledge that a driver has tested positive for a controlled substance, the District will not permit such driver to perform his/her job duties.

A positive test for controlled substances must be a confirmation test approved by Federal law which may include gas chromatography/mass spectrometry techniques showing one of the following:

- a. 15 ng/ml (nanograms per milliliter) of marijuana metabolite;
- b. 150 ng/ml of cocaine metabolite;
- c. 300 ng/ml of either morphine or codeine;
- d. 25 ng/ml of phencyclidine; or
- e. 500 ng/ml of amphetamine or methamphetamine; and the medical review officer must conclude that there is no legitimate explanation, such as prescribed medication, for the result.

No positive test for controlled substances shall be reported to the employer until after:

- a. The medical review officer has contacted the driver directly, on a confidential basis, and given the driver an opportunity to discuss the test results and the driver's medical history, including medication, in confidence;
- b. The medical review officer has given the driver, within seventy-two (72) hours of the driver's notification that the test was positive, an opportunity to request that the remainder of the split sample be tested by a different forensic laboratory, certified by the Department of Health and Human Services; and
- c. The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the driver.

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

3. Drivers will be subject to discipline for alcohol or controlled substance abuse only if:

- a. the driver tests positive during the initial probation period;
- b. the driver refuses to submit to a test authorized by this article;
- c. the driver fails to complete rehabilitation recommended by the substance abuse professional; or
- d. the driver tests positive again for alcohol or again for controlled substances within twelve (12) months after a return to duty following completion of rehabilitation.

E. REQUIRED ALCOHOL AND CONTROLLED SUBSTANCE TESTING:

All testing required by this policy and procedure shall be performed by laboratories authorized by Federal law and in compliance with 49 C.F.R. part 40 et seq. It is the intent of the District to use certified forensic laboratories whenever possible.

Before performing an alcohol or controlled substance test, as set forth below, the District shall notify a driver that the alcohol and/or controlled substance test is required pursuant to 49 C.F.R. part 382 et seq.

1. Pre-Employment Testing: An applicant for any classification that constitutes a driver as defined above shall be tested for alcohol and controlled substances. Such testing will not be conducted until after the individual has been offered employment. Such testing shall be carried out in compliance with applicable provisions of the California Fair Employment and Housing Act and the Americans With Disabilities Act.

2. Post-Accident Testing:

Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable on any driver:

- a. Who was performing safety-sensitive functions with respect to the vehicle, if an accident involves loss of human life,
- b. Who receives a citation under state or local law for a moving traffic violation arising from an accident,
- c. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved a serious medical injury, or
- d. Whose performance cannot be excluded as a contributing factor based on information available at the time of an accident.

Alcohol Test: Post-accident alcohol testing shall be conducted within two (2) hours of the accident. No test shall be given if the test may not be administered within eight (8) hours from the time of the accident. If an alcohol test cannot be administered as a result of a delay in administering the test, the District shall prepare a file record indicating the reason(s) why the test could not be administered within the required time period for such testing.

Controlled Substances: Post-accident controlled substance testing shall be conducted within thirty-two (32) hours following the accident. If the test cannot be administered within thirty-two (32) hours from the time of the accident, no controlled substance test

shall be administered to the driver. If a controlled substance test cannot be administered within the prescribed period of time, the District shall prepare a file record indicating the reasons(s) why the test could not be administered within the required period of time of such testing.

Absent need for immediate medical attention, any driver who is subject to post-accident testing shall remain readily available for such testing or he/she shall be deemed to have refused to submit to such testing.

No driver who is subject to post-accident testing shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

Any alcohol or controlled substance test administered following an accident conducted by Federal, State, or local officials (e.g. Highway Patrol or local police/sheriff department) will fulfill the testing requirements for post-accident testing if the District obtains the results of such testing.

3. Random Testing: The pool of persons subject to random testing shall include all persons, including persons not represented by CSEA, who actually drive a commercial motor vehicle for the employer, where a class A or class B license is required, during the month when the random selection occurs. Drivers will not be recalled from approved leaves of absence for the purpose of alcohol or controlled substance testing.

The employer may conduct random testing through a consortium with other employers but, in that case, the numbers of drivers to be tested must be based on the total number of drivers covered by the consortium who are subject to testing. The particular drivers randomly selected must be selected as if all drivers covered by the consortium worked for a single employer.

Such random testing shall be conducted at least on a quarterly basis for drivers employed for twelve (12) months per year and at least four (4) times throughout the year for drivers employed for ten (10) or fewer months per year. The month for such testing shall be randomly selected by the District. The dates for such testing shall not be pre-announced.

The annual percentage rate for random alcohol testing is twenty-five percent (25%) of the average number of driver positions. The annual percentage rate for random controlled substance testing is fifty percent (50%) of the average number of driver positions. These rates, which are required by FHWA regulations, will be automatically adjusted to be consistent with changes, if any, in the minimum rates required by those regulations. (See 49 C.F.R. Sections 382.305, subd., [a].)

The drivers to be tested on each randomly determined test shall be randomly selected utilizing a scientific valid method of random selection (e.g. using a computer such as social security number). Under the selection procedure used, each driver shall have an equal chance of being tested each time selections are made. Any driver selected for alcohol and/or controlled substance testing shall immediately report to the test site. All testing for alcohol shall be administered during the driver's work shift, just before the beginning of the driver's work shift, or just after the driver's work shift.

4. Reasonable Suspicion Testing: Whenever a Supervisor or District official, who has been trained a minimum of two (2) hours, has a reasonable suspicion that a driver is in violation of the prohibitions set forth in this regulation, the driver shall be required to submit to an alcohol and/or controlled substance test. Such reasonable suspicion must be based on the Supervisor or District official's specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors made either just prior to the driver beginning his/her work shift, or during the driver's work shift, or just after the driver's completion of his/her work shift.

The observations must be made by a Supervisor who has received at least two (2) hours training in identifying indicators of probable alcohol misuse and probable controlled substance use.

If the reasonable suspicion observations are made by the immediate Supervisor of the driver, they must be confirmed by the direct observation of another supervisor similarly trained.

Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during, or just after the driver's performance of a safety-sensitive duty.

All alcohol tests should be conducted within two (2) hours from the time a reasonable suspicion finding is made. In no event shall such alcohol testing be conducted after eight (8) hours from the time a reasonable suspicion finding is made. In the event that such an alcohol test cannot be administered within two (2) hours or after eight (8) hours, the District shall prepare a file record indicating the reason(s) why the testing could not be timely administered.

After making a determination that there is a reasonable suspicion that a driver is in violation of this regulation, the Supervisor or District official who made the determination shall prepare a written report setting forth the observations made which led to the reasonable suspicion. This report must be prepared within twenty-four (24) hours from the time of the observation.

A copy of this record will be given to the driver when the results of the test are released.

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

No Supervisor who makes the reasonable suspicion observations may conduct a test, or participate in the collection or chain of custody of any specimen for testing.

5. Return to Duty Testing:

An alcohol and/or controlled substance test shall be administered to a driver who has been found to be in violation of this policy and regulation prior to permitting the employee to return to work.

A driver whose conduct involves violations of the alcohol provisions of this policy and regulation shall not be permitted to return to duty until he/she submits to an alcohol test and such test result shows an alcohol concentration of 0.02 or less.

A driver whose conduct involves violations of the controlled substance provisions of this policy and regulation shall not be permitted to return to duty until he/she submits to a controlled substance test and that such test result is negative for controlled substances.

6. Follow-up Testing:

A driver, who violates the provisions of this policy and regulation and is subsequently identified by a substance abuse professional as needing assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, shall be subject to unannounced alcohol and/or controlled substance testing. Such testing shall be conducted only when the driver is on duty just before the beginning of the driver's work shift, or just after the completion of the driver's work shift.

7. Employee Notification:

The District shall notify applicants of the result of their controlled substance test if within sixty (60) days from the offer of employment, the applicant requests to be notified of the test results.

For all other testing, as described above, the District shall notify a driver if his/her test result for controlled substance is positive. In the event of a positive controlled substance test, the District shall notify the driver which controlled substance or substances were verified.

F. RECORDS:

The District shall maintain all records as required pursuant to 49 C.F.R. part 382.401. Except as required by law, the District shall not release information relating to alcohol and controlled substance testing performed in accordance with this policy and regulation or any records kept as required by law.

A driver is entitled, upon written request to the District, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance tests.

The District shall make a driver's record available to a subsequent employer only upon the receipt of a written request from the driver and only to the extent expressly authorized by the terms of the driver's request.

G. NOTIFICATIONS:

The District shall provide all drivers with educational materials that explain the requirements of 49 C.F.R. part 382 and this policy and regulation with respect to meeting the requirements of these regulations.

The District shall also provide this information to any and all affected employee organizations.

This information shall include the following:

1. The person or persons designated by the District to answer driver questions about this policy and regulation.
2. A listing of all classifications covered by this policy and administrative regulation.

3. A statement as to what portion of the work day for each classification is covered under this policy and administrative regulation.
4. Information as to what specific conduct is prohibited by law.
5. Information as to the required testing.
6. Information as to the process to be used for the required testing.
7. The requirement that a driver submit to all tests required pursuant to this policy and administrative regulation.
8. An explanation of what constitutes a refusal to submit to required testing.
9. Information as to the consequences for drivers who violate the provisions of this policy and administrative regulation.
10. Information relating to the effects of alcohol and controlled substance use on an individuals health, work and personal life; signs and symptoms of an alcohol or controlled substance problem; and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to any employee assistance program and/or referral to the District.

H. TRAINING:

The District shall ensure that each Supervisor, CSEA representative, or other appropriate District official responsible for determining whether reasonable suspicion exists to require a driver to undergo testing, shall receive at least two (2) hours of training on the misuse of alcohol and the use of controlled substances.

I. DRIVER REFERRALS:

The District shall advise drivers of the resources available to drivers in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances.

Any driver who violates the prohibitions set forth in this policy and administrative regulation shall, as a condition to any return to duty, be evaluated by a substance abuse professional who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse or controlled substance use. This provision shall in no way interfere with the District's authority to discipline drivers found to be in violation of this policy and administrative regulation.

J. MISCELLANEOUS:

1. Drivers who are in paid status will receive their regular pay or 100-day rule pay for time required to take the tests specified in this article. The employer will pay for these tests.
2. The parties agree to treat all test results as confidential medical records.
3. All drivers subject to this Article shall receive training on alcohol misuse and

controlled substance use. In addition, all CSEA stewards at the driver's work locations shall receive the same training provided to Supervisors for reasonable suspicion determinations.

4. The employer shall not question a driver concerning the use of alcohol or controlled substance without first informing the driver of the right to have a union representative present throughout the questioning. If the driver then requests union representation, no such questioning shall occur in the absence of the union representative unless the employee cannot secure union representation if immediate questioning is necessary. The employer shall not use any information obtained in violation of this paragraph in any action against the driver unless the driver is responsible for the violation.

## **ARTICLE XXXI. NO CHILD LEFT BEHIND ACT (“NCLB”)**

### **A. NCLB COMPLIANCE FOR INSTRUCTIONAL PARAPROFESSIONALS:**

The Pajaro Valley Unified School District ("District") and California School Employees Association, ("CSEA") enter into this memorandum of understanding regarding the process for instructional paraprofessionals to become compliant with the requirements of the No Child Left Behind Act ("NCLB").

1. Paraprofessionals shall meet the base line requirement of a secondary school diploma or equivalent. A GED certificate shall suffice in place of a diploma. In addition, all paraprofessionals shall meet at least one of the following three requirements:
  - a. Completed at least two (2) years of study at an institute of higher education;
  - b. Obtained an associate's (or higher) degree, or;
  - c. Met a rigorous standard of quality by earning a passing score on an approved examination.
2. All instructional paraprofessionals who do not meet the educational requirements of NCLB (A.A. degree or 48 college units) shall take the paraprofessional assessment test. It is the intent of the District to have all instructional paraprofessionals compliant with NCLB standards.
3. Instructional paraprofessionals may enroll in a District-sponsored preparation class to prepare for the test. In the event of a failing score, the instructional paraprofessional may retake the preparation class and test. The preparation class and test shall be offered free of charge outside of the employee's work hours. Enrollment in the class shall be on a first-come first serve basis.
4. Candidates who fail to meet the above requirements by June 30, 2006, shall no longer be qualified to serve in the position of paraprofessional. The contract language shall be revised to reflect that instructional paraprofessionals who are not NCLB compliant do not have bumping rights and may be subject to lay off or reassignment to a previously held position that is currently vacant for which the employee meets all the minimum requirements in effect at the time of reassignment. Prior to such a layoff, the parties will meet and explore alternative employment options for those affected individuals.
5. If a paraprofessional is placed on the 39-month re-employment list as a result of his/her ineligibility, he/she shall be eligible for an offer of re-employment in seniority order.

## **ARTICLE XXXII. COMPLETION OF AGREEMENT, TERM AND REOPENER**

### **A. EFFECTIVE DATE:**

This Agreement shall not be effective until ratified by the Board and by members of the Association, and upon ratification, shall remain in full force and effect without change, addition or amendment from that date until June 30, 2009, except as provided in Section C below.

### **B. PROVISIONS:**

1. The provisions of the Agreement should prevail over contradictory written policies, rules, administrative regulations, or departmental handbooks.
2. If departmental handbooks deal with negotiable item, either party may request to negotiate them.

### **C. TERM:**

The term of the current collective bargaining agreement shall continue to June 30, 2009. During each successive year of this agreement, the parties shall negotiate compensation (salary and health benefits) and two articles chosen by each party. Article XXXII – Completion of Agreement, Term and Reopener shall be amended to provide:

1. This Agreement shall not be effective until ratified by the Board and by the members of the Association, and upon ratification, shall remain in full force and effect without change, addition or amendment from that date until June 30, 2009, except as provided in Section C.
2. The provisions of the Agreement shall prevail over contradictory written policies, rules, administrative regulations, or departmental handbooks.
3. The term of the Agreement shall be from July 1, 2006 to June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on July 1, 2006.

**FOR THE DISTRICT**

\_\_\_\_\_  
Kathryn Benson

\_\_\_\_\_  
Louis T. Lozano

\_\_\_\_\_  
Dorma Baker

\_\_\_\_\_  
Cec Bell

\_\_\_\_\_  
Jim Miller

\_\_\_\_\_

\_\_\_\_\_

**FOR CSEA**

\_\_\_\_\_  
Robert Salazar, President

\_\_\_\_\_  
Angelita Lozano

\_\_\_\_\_  
Bernette Murphy

\_\_\_\_\_  
Steve Taddei

\_\_\_\_\_  
Nini Belli

\_\_\_\_\_  
Judith A. Fuller

\_\_\_\_\_  
Natalie Carranco

\_\_\_\_\_  
Leticia Oropeza

## **Appendix A - MEMORANDUMS OF UNDERSTANDING**

A-1

The Pajaro Valley Unified School District (District) and the California School Employees Association Chapter No. 132 (CSEA) agree to resolve all issues in negotiations for the 2001-2002 school year on the following terms and conditions:

1. Except as expressly stated herein, all of the provisions of the 2000-2003 collective bargaining agreement shall continue without modification.
2. All signed tentative agreements to modify the 2000-2003 collective bargaining agreement shall be incorporated into the agreement.
3. The current District health insurance plan shall be amended effective January 1, 2002 as follows:

Prescription drugs shall be provided pursuant to a drug card with an employee co-pay of \$2.00 for generic and \$5.00 for brand names, mail order prescriptions \$2/\$5.

Chiropractor and acupuncturist visits shall be limited to 24 visits each per year.

The current annual deductible shall be increased from \$100 to \$175.

4. The 2000-2001 classified employee salary schedule shall be increased by 2.25 % effective January 1, 2002.

Dated: November 28, 2001

The Pajaro Valley Unified School District (District) and the California School Employees Association, Chapter 132 agree to resolve on-going salary and benefits negotiations on the following terms and conditions:

1. Effective January 1, 2003, each bargaining unit member who is employed by the District on December 31, 2002, will receive a lump sum payment equivalent to two percent (2%) of his/her salary for the period of January 1, 2003-June 30,2003.
2. For the 2003-2004 school year and effective July 1, 2003, the classified employee salary schedule shall be increased by five percent (5%).
3. A reclassification study will be done in conjunction with the bargaining unit and 1% will be committed to implementation. Any amount over the cost of implementation will be applied to the salary schedule. The one percent (1 %) allocated to reclassification will be placed in an interest earning program specifically identified for reclassification. Any interest earned on unused amounts will be applied to the reclassification program account.
4. The current medical insurance plan will be modified to provide for a prescription card with a 0/10 co-pay (zero (\$0) co-pay for generic drugs and \$10 co-pay for non-generic prescriptions). The medical deductible will be increased from \$100 to \$200 per single person, with a maximum of two deductibles (two people/\$400) per year.

It is understood by both parties that negotiations outside of salary and benefits are eligible for continued consideration.

Dated: October 30, 2002

**Initial Proposal  
Term of  
New Successor Agreement**

The California School Employees Association (CSEA) and the Pajaro Unified School District (District), agree that it is in the best interest of the CSEA and the District, to have stability during the period in which the parties negotiate the successor agreement. To this end the parties agree as follows:

1. The parties agree to create a new collective agreement between CSEA and the District with a term of July 1, 2003 to June 30, 2006.
2. The above referenced collective agreement shall embody all of the specific terms of the agreement that expires on June 30, 2003, with the exception of the duration clause.
3. The parties agree they will public notice (pursuant to EERA Section 3547) their respective proposals for successor agreement issues (other than the term). The parties agree to commence negotiations on these proposals no later than September 1, 2003.
4. Pursuant to the provisions of this agreement the parties shall have a free and unlimited right to make successor agreement proposals on any subject matter within scope, with the exception of the previously determined duration clause.
5. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.

The Pajaro Valley Unified School District (District) and the California School Employees Association Chapter No. 132 (CSEA) agree to furlough days for the 2003-04 school year according to the following:

1. Employees shall select subject to the prior approval of the employee's immediate supervisor, the equivalent of four (4) furlough days. The furlough days may include any of the minimum (student/teacher recess days) identified on the 2003-04 student calendar.
2. All instructional personnel assigned to the classroom shall take the furlough days as shown on the student calendar, except that they can take either four full days or eight 1/2-days on the same furlough days with the prior approval of their immediate supervisors, except instructional support specialists shall take furlough time that corresponds to time that students are not present.
3. Lincoln's day Holiday shall be moved from February 13, 2004 to February 17, 2004.
4. The District and CSEA shall negotiate seniority as a factor to be considered in transfers.
5. The number of Personal Necessity Leave days shall be increased from seven (7) to ten (10).
6. For the 2003-04 school year, employees of the District shall be offered an employee discount rate of fifty percent (50%) for the full fee for the transportation of their children on District buses to and from school.
7. Bargaining unit members who submit notice of retirement no later than November 15, 2003, with an effective date of June 30, 2004, shall be paid a bonus of four (4) days per diem no later than the last payroll date of June.
8. In the event that in the 2003-04 school year any other employee organization, including PVAM and confidential employees, is given a salary increase greater than that given to CSEA, CSEA shall have the right to negotiate salary for the 2003-04 school year.
9. If this Tentative Agreement is ratified by both parties, it is the present intent of the District to reduce the currently elimination of classified positions to two positions for the 2003-04 school year. It is the District's intent to avoid laying off classified employees by absorbing attrition as employees resign and retire from the District. While the District can not guarantee that there will not be a lay off of classified employees, it is the District's intent not to lay off employees for the 2003-04 school year except for the two positions mentioned herein.

Dated: October 14, 2003

**Appendix B - SALARY SCHEDULE**

**SEE FOLLOWING**

## **Appendix C – JOB FAMILIES**

**SEE FOLLOWING**

## **Appendix D**

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## **Appendix F**

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## **Appendix G**

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# Index

## 4

<u>4760 BASIC POLICY</u>	37
4761.1	38
4761.2	38
<u>4762 ACCEPTABLE PROGRAMS</u>	38
<u>4763 CRITERIA FOR POINT CREDIT</u>	38
4763.1 Job related classes	38
4763.2 Job improvement classes	38
4763.3 Promotional classes	38
<u>4766 CONTINUING EDUCATION - JOINT EXPLORATION</u>	40

## A

Abandonment of position	47
Absence without leave	47
<u>ACADEMIC YEAR</u>	5
accumulated sick leave	14
additional evaluation	28
Additional Hours	13
<u>ADDITIONAL LEAVE FOR NON-INDUSTRIAL ACCIDENT OR ILLNESS</u>	15
Adjustment of Assigned Time	10
Adult Education	38, 39, 58
Advisory Arbitration	35
AGREEMENT	1
Alcohol Use	61
<u>ALLOCATION</u>	5
amphetamine or methamphetamine	62
an Opt-In and Opt-Out list	56
<u>ANNIVERSARY DATE</u>	5
application	45, 47, 57
<u>APPLICATION</u>	42
arbitrator	35, 36
Article VIII	13, 24, 54, 55
Article XIII	28
Article XVII	50, 60
Article XXII	47, 59
Article XXV	47
Assistant Superintendent	9, 11, 13, 18, 22, 26, 27, 35, 57, 58

## B

bargaining unit	1, 2, 3, 4, 5, 7, 10, 11, 12, 24, 26, 28, 30, 31, 39, 41, 42, 45, 52, 57
<u>BARGAINING UNIT</u>	44, 45
<u>BEREAVEMENT LEAVE</u>	15
bidding procedure	52
Board Hearing Decision	50
Board of Trustees	43, 48, 49, 50
<u>BUMPING RIGHT</u>	5, 41
Bumping Rights	41, 43
Bus drivers	55
<u>BUS DRIVERS</u>	52, 55

## C

<u>CALENDAR</u>	9, 56
Call-Back Time	10, 11

Campus Supervisor	10, 58
Carelessness or negligence	46
Cause for Disciplinary Action	50
Certified as Multilingual	59
class	5, 6, 7, 8, 18, 21, 22, 30, 42, 43, 44, 54, 55, 56, 64
Classification	2, 5, 10, 12, 15, 30, 32, 33, 38, 41, 42, 43, 45, 51, 54, 57, 59, 60, 63, 66
Classified Personnel	18, 56, 57, 59
clerical	9, 55, 57, 58
<u>CLERICAL</u>	55
Cocaine Metabolite	62
Community Liaison Positions	57
<u>COMPENSATION</u>	11, 22, 33, 53
Compensation For Hours Worked	12
Compensation for Training	33
Compensatory Time Off	11
Completion of Agreement, Term Reopener	69
<u>COMPLIANCE</u>	40
Concerted Activities	37
Conduct of Board Hearing	49
<u>CONFERENCE</u>	36
Contents of the Statement of Charges	49
Contract Language Sunshined	69
Contract Out Work in Emergency Situations	44
Contracting Out Bargaining Unit Work	44
controlled substance	46, 62, 63, 64, 65, 66
Controlled Substance	66, 67
Controlled Substance	66
Controlled Substance	68
Controlled Substance (Drug) Use	62
Conviction of any crime involving moral turpitude	46
Conviction of or charge of any sex or drug offense	46
Credit for sick leave	13
CSEA	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 18, 22, 27, 28, 29, 34, 35, 36, 37, 38, 40, 41, 43, 44, 45, 52, 54, 55, 56, 57, 59, 64, 67
CSEA Chapter 132	1, 52, 57
CSEA dues	3
<u>CSEA RIGHTS</u>	1
<u>CSEA v. Healdsburg</u>	1
Custodians	55

## D

Definitions	5, 34, 41, 46, 57, 60
Demotion	6, 8, 48, 49
Department of Health and Human Services	62
Designation of Multilingual Classification	56
Differential	7
Directors/Principals of summer school	13
<u>DISCIPLINARY ACTION</u>	45, 46
Disciplinary Action only Pursuant to this Rule	45
Discipline	1, 45, 46, 47, 49, 60, 62, 67
Discourteous, offensive or abusive conduct	46
<u>DISCRIMINATION</u>	41
Dishonesty	46
<u>DISMISSAL OF PROBATIONARY, LIMITED TERM/SUBSTITUTE LIMITED TERM PROJECT OR PROVISIONAL EMPLOYEES</u>	48
displacement of employees	44
<u>DISTRIBUTION OF CONTRACT</u>	2

<u>DISTRICT INTENT</u>	44
District Office Building	58
<u>DISTRICT RIGHTS</u>	1
District Safety Committee	40, 41
District shall furnish safety equipment	40
District Translator	58
District vehicles	10
District's insurance plan	29
Drinking or possession of alcoholic beverages	46
Driver	51, 52, 60, 62
<u>DRIVER REFERRALS</u>	67
<u>DRUG AND ALCOHOL TESTING/</u>	60
<u>DUTIES OF FLOATERS</u>	51
duty free lunch period	10

## E

<u>EARLY RETIREES</u>	29
<u>EARNING VACATION ON AN HOURLY BASIS</u>	23
<u>EFFECTIVE DATE</u>	59, 69
<u>ELIGIBILITY</u>	29
Eligibility List	54
Eligible employees	29
<u>EMERGENCIES</u>	44
employee 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 54, 56, 58, 59, 60, 65, 66, 67, 68	
Employee Assistance Plan Benefit Design	29
Employee Notification	66
employee who is not satisfied with his/her	28
employee's choice of compensation	11
<u>EMPLOYEES PAID ON DISTRICT APPROVED LEAVE</u>	24
employee's right	48, 49
Employees shall not be required to work under unsafe conditions	40
employer will pay for these tests	67
<u>ESTABLISHMENT OF POSITIONS</u>	51
<u>EVALUATION BY SUPERVISOR</u>	27
<u>EVALUATION COMMITTEE</u>	28
<u>EVALUATION FORMS</u>	27
<u>EVALUATION PROCEDURES</u>	27
evidentiary breath testing	61
explanation of what constitutes a refusal to submit	67
<u>EXTENDED SICK LEAVE</u>	14
<u>EXTENDED WORK YEAR</u>	54
extra runs	51

## F

Falsifying any information supplied to the District	47
Federal Fair Labor Standards Act	12
FHWA regulations	64
<u>FINAL STEP</u>	48
Fiscal Year and School Year	5
<u>FLOATER BUS DRIVER</u>	51
follow-up testing	61
<u>Follow-up Testing</u>	66
Food Services	6, 10, 30, 38, 55, 58
formal grievance	34
<u>FORMS</u>	37
<u>FREQUENCY OF FORMAL EVALUATIONS</u>	27
<u>FRINGE BENEFIT COMMITTEE</u>	29

## G

<u>GENERAL PROVISIONS</u>	50, 52, 53
Governing Board	7, 14, 17, 23, 31, 36, 47, 50
Grievances	60
<u>GRIEVANT</u>	34

## H

Health & Welfare benefits	42
Health and Welfare Benefits	18, 19, 29, 55, 56, 69
<u>HEALTH AND WELFARE BENEFITS</u>	5
Health Clerk	54, 56
<u>HEALTH INSURANCE MAINTAINED UNTIL APPEAL EXHAUSTED</u>	48
<u>HEARING BEFORE BOARD OF TRUSTEES</u>	49
hire date	2, 44
<u>HOLIDAY BREAK FOR NON-REGULAR DUTY ASSIGNMENT</u>	23
holidays	6, 14, 23
HOLIDAYS	23, 26

## I

If the grievant is not satisfied	35
<u>IMMEDIATE SUSPENSION WITH PAY</u>	48
<u>IMMEDIATE SUSPENSION WITHOUT PAY</u>	48
impaired by alcohol	61
Implementation, Hiring and Recruitment	59
Incompetence or inefficiency	46
Incorporation into Negotiated Agreement	59
Incumbent	7, 41
Industrial Accident or Illness	6, 15
<u>INDUSTRIAL AND ACCIDENT AND ILLNESS LEAVE</u>	14
informal conference	36
<u>INFORMAL CONFERENCE</u>	34
<u>IN-SERVICE DAYS</u>	12
<u>INSTRUCTIONAL ASSISTANT</u>	56
Instructional Assistants	9
Instructional Support	6, 38, 40
<u>INSTRUCTIONAL SUPPORT PERSONNEL</u>	40
Insubordination	46
<u>INTERRUPTION OF VACATION</u>	27
Involuntary Demotion	6
<u>INVOLUNTARY TRANSFERS</u>	22

## J

Job Description and Class Specification	6
Job Family	55
Job Family or Series	6
Job requirements and qualifications	51
<u>JOB STEWARDS</u>	4
JOBMEAS System	9

## K

K-12 School with Les than 200 LEP Students	57
--	----

## L

Laid-off employees	43
layoff	8, 22, 42, 43, 44, 45, 46
<u>LAYOFF</u>	41
<u>LAYOFF AND RE-EMPLOYMENT</u>	41

Leave and Transfer Policies	6
leaves	13, 14, 15, 64
LEAVES	13, 17
LEP Students	57, 58
<u>LEVEL I</u>	34
<u>LEVEL II</u>	35, 37
Level III	35, 50
<u>LEVEL III</u>	35
<u>LEVEL IV</u>	35
<u>LIBRARY-MEDIA TECHNICIAN</u>	56
Limited Term Employee	6

## M

marijuana metabolite	62
Material to be used as a basis for evaluation	28
<u>MATERNITY LEAVE</u>	16
medical coverage	29
<u>MEDICAL COVERAGE</u>	29
<u>MEDICAL TRANSFERS</u>	22
MEMORANDUMS OF UNDERSTANDING	70
Migrant Education positions	57
<u>MIGRANT/CHAPTER ONE/LEP/SIP INSTRUCTIONAL JOB FAMILY</u>	55
<u>MILEAGE COMPENSATION DURING REGULAR OR TEMPORARY ASSIGNMENTS</u>	22
Minimum Qualifications	5, 6, 41
<u>MISCELLANEOUS</u>	36, 67
morphine or codeine	62
moving traffic violation	63
Multilingual Person	57

## N

NO CHILD LEFT BEHIND ACT	68
<u>NO DISCIPLINE WITHOUT NOTICE</u>	49
No Lockout	37
notice	2, 4, 6, 9, 22, 27, 30, 35, 42, 43, 50, 52, 61
Notice	6, 42, 49, 54
<u>NOTICE OF DISCIPLINARY ACTION</u>	49
<u>NOTIFICATION OF HEARING TO EMPLOYEE</u>	49
<u>NOTIFICATIONS</u>	66

## O

obtain copies of any records	66
Omnibus Transportation Employer Testing Act	60
operation of the District	1, 47
opportunity to present written and/or oral arguments	36
<u>ORGANIZATIONAL SECURITY</u>	2
overtime	9, 11, 12, 23, 24, 30, 53
Overtime Rate	7

## P

<u>PAID VACATION</u>	24
Pajaro Valley Personnel Commission	9
parties shall attempt to agree upon a statement of the issues	35
PAY AND ALLOWANCES	30
<u>PAYCHECKS</u>	30
<u>PERMANENT EMPLOYEE DISSATISFACTION</u>	28
Permanent Employees	27, 42, 46
<u>PERSONAL NECESSITY LEAVE</u>	16
Personnel Commission Rules and Regulations	50, 54, 56
Personnel File	7, 22, 28
phencyclidine	62

Physical or mental incapacity	47
<u>PLACEMENT ON ADMINISTRATIVE LEAVE</u>	47
political activity	46
Position	1, 5, 7, 8, 10, 12, 15, 18, 21, 22, 30, 33, 41, 42, 44, 46, 47, 51, 54, 55, 56, 57, 58, 59
positive test for controlled substances	62
possess alcohol	61
post-accident alcohol test	61, 64
Post-accident alcohol testing	63
post-accident testing	64
Post-Accident Testing	63
Pre-Employment Testing	63
Preferred Multilingual Classification	56
preferred position	57
Preferred Position	57
preferred positions	57, 58, 59
<u>PREFERRED POSITIONS:</u>	57
Principal	55, 56, 58
Probationary Employee	42
Probationary employees	27
probationary period	7, 46, 51
<u>PROCEDURES</u>	45, 58
PROFESSIONAL GROWTH	37, 38
Professional Growth card	38
<u>PROGRESSIVE DISCIPLINE</u>	47
<u>PROHIBITED ACTS RELATED TO DISCIPLINE</u>	46
<u>PROHIBITED CONDUCT</u>	61
Promotion	7, 39
Provisional Employee	7
<u>PROVISIONS</u>	69
Prudent Buyer Plan	29
Public Employment Relations Board	45
<u>PURPOSE</u>	4, 34, 60

## R

R-30 Count	57
Random Testing	64
Reallocation	7
reasonable suspicion	60, 64, 65, 67
Reasonable Suspicion Testing	64
Reclassification	7
RECOGNITION	1
<u>RECORDS</u>	36, 66
<u>REDUCTION OF HOURS:</u>	41
Re-employment	7, 41, 43
Re-employment List	15, 43, 45, 54
re-employment rights	43, 59
refusal to obey rules and regulations	47
Regular Employee	7, 10, 13
<u>REGULAR RATE OF PAY</u>	30
religious exemption	3
<u>REPRESENTATION</u>	27, 37
<u>REPRESENTATIVES</u>	4, 37
<u>REPRISALS</u>	36
request for advisory arbitration	35
<u>REQUIRED ALCOHOL AND CONTROLLED SUBSTANCE TESTING</u>	63
<u>REQUIREMENTS</u>	40
requirements of eligibility	18
<u>RESPONSE</u>	36
Restricted Employee	8
<u>Return to Duty Testing</u>	65
reverse order of layoff	43
right to have a union representative	68
<u>RIGHT TO REPRESENTATION</u>	49
rights to engage or not to engage in CSEA	2

Rules and Regulations of the Personnel Commission 21, 59

**S**

Safety Conditions of Employment 8

SAFETY EQUIPMENT 31, 40

safety-sensitive functions 61, 63

Salary Increase 69

Salary Rate 5, 7, 41

Salary Schedule 5, 21, 30

Salary Step 5

School Year and Fiscal Year 8

Seniority 2, 5, 12, 13, 15, 21, 27, 41, 42, 43, 44, 51, 52, 54, 55, 56

SENIORITY 5, 8, 41, 44

Seniority in Class 8

Separation 8, 27

separation from service 27

service fees to CSEA 3

service retirement in lieu of layoff 43

Services to LEP Students and Supplemental Programs

    Department 58

SEVERABILITY 45

sign language interpreters 59

Site Administrator 4, 55, 58

Special Education Classroom Aide 57

specific conduct is prohibited by law 67

specific materials relating to evaluations 28

split sample 62

split schedules 51

Standard Work Week 9

Starting time 51

statement of the issues 35

Strike, Work Stoppage, slowdown, picketing 37

Strike, Work Stoppage, Slowdown, Picketing 37

STRIKES 37

Student Employee 8

Substitute Employee 8

Summer School 12, 13, 41, 55

suspension 48, 49

SUSPENSION 48

**T**

Teacher Assistant 57

Temporary 14

Term of the Agreement 37, 69

The evaluator and the evaluatee 28

the use of the school mail system 2

TIME FRAMES 53

TIME LIMITATIONS 37

time limits 34, 36, 37

TIME LIMITS 34, 46

TIME LIMITS ON DISCIPLINARY ACTION 46

TIMELY BID ROUTES 53

TINTING OF GLASSES 29

Title 49 of the Code of Federal Regulations 61

training 6, 33, 65, 67

TRAINING 33, 67

TRANSPORTATION AGREEMENT 52

transportation bidding 13, 55

TRANSPORTATION DEPARTMENT EXPENSES 33

Transportation Dispatcher 52

**U**

UNEMPLOYMENT 44

Uniforms 8, 30

UNIT MEMBERS 45

Use or possession of narcotics or controlled substances 46

**V**

vacation 14, 15, 16, 19, 22, 23, 24, 26, 27, 30, 42

VACATION PAY 24

VACATION PAY UPON TERMINATION 26

VACATION POSTPONEMENT 26

VACATION SCHEDULE 26

VACATIONS 23

VERBAL REPRIMAND 47

VERIFICATION OF ILLNESS ACCIDENT OR QUARANTINE 14

Voluntary Demotion 8

voluntary reduction 51

VOLUNTARY REDUCTION 41

VOLUNTARY TRANSFERS 21

VOLUNTEER USAGE 45

**W**

Working Hours 8, 33, 37

WRITTEN MATERIALS 28

WRITTEN WARNING WITH A COPY TO THE EMPLOYEE'S PERSONNEL FILE 48

**Y**

Year-Round Education 13

YEAR-ROUND EDUCATION 9, 53, 54

YRE 53, 54, 55, 56