

In Collaboration, Children Benefit



Master Classified Employment Agreement

Between the
Placentia-Yorba Linda Unified
School District

and the

California School Employees Association
Chapter 293

July 1, 2007
Through
June 30, 2010

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ARTICLE I: AGREEMENT

This Agreement is made and entered into this 11th Day of March, 2008 between the Board of Education of the Placentia-Yorba Linda Unified School District hereinafter referred to as "District," and the California School Employees Association, Chapter 293, hereinafter referred to as "Association." The District and Association agree to terminate the existing agreement that would expire on June 30, 2008 and enter into a new agreement effective July 1, 2007 through June 30, 2010 which thereafter shall continue in effect year by year unless one of the parties notifies the other in writing of its request to modify, amend or terminate the agreement. This Agreement shall supersede any rules, regulations, or practices of the District which are contrary to or inconsistent with its terms and shall remain in effect through June 30, 2010.

ARTICLE II: RECOGNITION

The District hereby acknowledges the Association as the exclusive bargaining representative for all classified employees, full-time and part-time, except those employees who are designated by the District as noon supervisors, substitute and short-term employees, professional experts employed on a temporary basis, classified management, classified confidential, and classified supervisory employees.

ARTICLE III: DEFINITIONS

The District and Association agree that the following definitions shall be utilized in the interpretation of this Agreement:

- a. Association - Chapter 293 of the California School Employees Association.
- b. Bargaining Unit - Positions in the classified service represented by the Association.
- c. Class - Any group of positions similar in duties, responsibilities, and authority that the same job title, qualifications, and salary range are appropriate for all positions in a class
- d. Classification - Means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day/week, and months per year, a specific statement of the duties required to be performed by the unit members in each such position, and the regular monthly salary range for each such position.
- e. Day - A day in which the central administrative office of the District is open for business.

- f. District - Placentia-Yorba Linda Unified School District's Board of Education, or its designated representative.
- g. Immediate Family - The spouse and the mother, mother-in-law, father, father-in-law, sister, brother, grandmother, grandfather, grandchild, son, son-in-law, daughter and daughter-in-law of the unit member or spouse; and any relative of the unit member or spouse living in the immediate household of the unit member.
- h. Immediate Supervisor - Supervisor who has primary management and evaluation responsibility for the unit member.
- i. Permanent Unit Member - A unit member who has satisfactorily completed a probationary period.
- j. Probationary Period - The trial period of six (6) months continuous calendar months immediately after a unit member's hire date, or three (3) months immediately following a "promotional" appointment.
- k. Probationary Unit Member - A unit member who, upon completion of a prescribed probationary period, will become a permanent unit member.
- l. Promotion - A change in the assignment of a unit member from a position in one class to a vacant position in another class with a higher maximum salary rate.
- m. Seniority - Shall be determined by hire date in a class represented by the Association excluding any unpaid leaves over five (5) days that were not for medical, industrial accident, maternity, or military leave.
- n. Short-Term Employee - Any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.
- o. Substitute - Is any person employed to replace any unit member who is temporarily absent from duty. If the district is engaged in a procedure to hire a permanent unit member to fill a vacancy in any classified position, the board may fill the vacancy through employment practices which are consistent with the provisions of Education Code 45103.
- p. Unit Member - An employee of the District who is serving in a position represented by the Association.

ARTICLE IV: NEGOTIATIONS

Section 4.1 - The District and the Association shall meet to begin negotiations on a successor agreement thirty (30) days after the Association submits its initial proposal, but not sooner than February 1, 2010. In year two (2) of this agreement, Article XIX-Wages, Article XXI-Health & Welfare and four (4) articles of the choice of the District and four (4) articles at the choice of the Association may be reopened for negotiations. In year three (3) of this agreement, Article XIX-Wages, Article XXI-Health & Welfare and two (2) articles of the choice of the District and two (2) articles of the choice of the Association may be reopened for negotiations.

Section 4.2 - The Association shall have the right to designate five (5) unit members who shall be given reasonable release time to negotiate on the successor Agreement.

Section 4.3 - It is agreed and understood that during the period of renegotiation the entire Agreement shall remain in full force and effect. Any additions or change to this Agreement shall not be effective unless reduced to writing and properly ratified and signed by the chief negotiators of both parties. In the event that an impasse is declared, the provisions of Government Code Sections 3540-3549 shall be followed.

Section 4.4 - The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified by mutual consent of the parties in a written amendment executed in the same manner as this Agreement.

ARTICLE V: MANAGEMENT RIGHTS

It is understood and agreed that the District has all the rights, powers, functions and authority to discharge its obligations. All of the rights, powers, or authority which the District had prior to the execution of this Agreement are retained except those rights, powers and functions or authority which are specifically abridged or modified by this Agreement.

ARTICLE VI: UNIT MEMBER RIGHTS

The District and Association recognize the right of unit members to form, join, and participate in lawful activities of employee organizations and the equal alternative right of unit members to refuse to form, join, or participate in employee organization activities.

ARTICLE VII: ASSOCIATION RIGHTS

Section 7.1 Right to Consult

The District agrees to consult with the Association on matters which may affect unit members prior to policies on such matters being presented for approval to the Board of Education.

Section 7.2 Right of Access

7.2.1 - The District and the Association agree that the Association has the right of access to areas in which unit members work, other than classrooms, and may conduct Association business during the unit member's rest period, lunch break, or before or after the unit member's normal working hours. The Association representative shall report to the site office at the commencement of a visit.

7.2.2. – The District shall provide, on a quarterly basis, a computer printout of unit members' addresses and work sites.

Section 7.3 Use of District Facilities/Equipment

7.3.1 - The District authorizes the Association to use the District's facilities and buildings at times other than normal working hours and hours of student instruction as long as the Association submits the appropriate Use of Facilities Request form to the immediate supervisor of the facility or building. In emergencies the District may authorize the Association to use the District's facilities and buildings during normal working hours as long as the Association declares in writing that the use of such facilities and buildings constitutes an emergency and as long as the use of such facilities and buildings does not interfere with the instructional program.

7.3.2 - The immediate supervisor of the facility or building may grant the Association use of District equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of such equipment does not interfere with the normal student instruction or work production of the District. The Association shall pay for the cost of all materials and supplies incident to each use.

7.3.3 - The Association agrees to leave facilities, buildings, and/or equipment used in a clean and orderly condition and to reimburse the District for damages to any District property arising out of the Association's use of such property.

Section 7.4 Use of District Bulletin Boards/Mail System

7.4.1 - The Association has the right of equal use of space on the District bulletin board at each work site (school or divisional department). Such bulletin board area will be identified by the immediate supervisor and labeled "C.S.E.A. Business."

7.4.2 - The Association has the right to reasonable use of the intra-district mail system and unit member mail boxes.

7.4.3. - At the time material is to be posted on bulletin boards or sent via District mail, a copy of said material shall be given to the Superintendent or designee. All mail distribution shall originate from the District Education Center.

7.4.4 - Any communication sent through District mail or posted shall include the name, date, and signature of the person sending the communication, and the name of the responsible approving Association officer.

Section 7.5 Non-Confidential Negotiations Data

7.5.1 - The District agrees to provide one copy of any non-confidential document, which relates to the scope of negotiations, when requested by the Association and upon reimbursement to the District of all clerical and material costs involved in the duplication of the public document.

7.5.2 - The District agrees to provide the president of the Association or designee Board of Trustee meeting agendas, minus closed session materials, including all exhibits.

Section 7.6 Interview Panel

The District shall involve the CSEA president to designate a mutually agreed upon CSEA member in the interview process for all classified vacancies of a promotional nature or any vacancy for which a current unit member applies.

Section 7.7 Release Time for Association Officers

7.7.1 - The Association President or designee shall be allowed twenty-five (25) hours of paid release time each month to perform business involving the Association and the District. These hours must be cleared with the supervisor and taken at times not disruptive to the operation of the department of his/her employment and/or work schedule. Nothing in this agreement shall preclude the District from granting additional release time for the president or designee as necessary. The superintendent or designee shall grant the additional time if mutually agreed upon.

7.7.2 - Paid release time for eight (8) unit members shall be granted to attend the annual CSEA conference as delegates. The Superintendent may grant additional delegates upon request. The

Association will provide the District a list of those unit members needing paid release time to attend the conference no later than twenty (20) days prior to the date of the annual conference.

Section 7.8 Reproduction of Agreement

Within sixty (60) days of settlement of this Agreement, the District shall provide for the printing, and distribution of the Agreement to all unit members regularly employed four (4) or more hours per day. The District shall provide additional copies to unit members employed under four (4) hours upon the unit member's request.

Section 7.9 Payroll Deductions

7.9.1 - Except as expressly exempted herein, all bargaining unit members who do not maintain membership in the Association are required as a condition of continued employment to pay service fees to the Association.

7.9.2 - The Association shall have the sole and exclusive right to payroll deduction of regular membership dues and agency shop service fee payors.

7.9.3 - The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

7.9.4 The District agrees to remit the monies deducted to the Association, accompanied by an alphabetical list of unit members for whom deductions have been made. Changes to the list will be given to the Association on a monthly basis for those months in which dues are deducted.

7.9.5 - Unit members have the right to choose, either to become a member of the Association or to pay to the Association a fee for representation services; or to refrain from either of the above courses of action upon the grounds set forth in section 7.9.5.3 below. New bargaining unit members shall make their choice within thirty (30) days of the date of commencement of assigned duties within the bargaining unit.

7.9.5.1 - Unit members who elect to become Association members shall maintain membership for the duration of the agreement pursuant to Government code 3540 (i) (1).

7.9.5.2 - Unit members who elect to pay to the Association (fee payer) a service fee shall pay to the Association a fee in an amount equal to regular membership dues and general assessments. No portion of this service fee shall be used for political purposes. Moreover, the Association shall comply with all PERB regulations and the Hudson decision.

7.9.5.3 - A unit member is exempt from the requirements of a service fee as a condition of continued employment if such a unit member is a member of a bona fide religious body whose

traditional tenets of teachings include objections to joining or financially supporting employee organizations as defined by Government code 3540.1 (d). Such an exempt member shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to the representation fee to one of the following charitable funds exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code.

1. United Way
2. Children's Hospital of Orange County
3. Placentia-Yorba Linda Educational Foundation

7.9.5.4 - Any unit member claiming this religious exemption shall, as a condition of continued employment, furnish to the Association, a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets of teachings set forth objections to joining or financially supporting employee organizations. The written statement of objection shall accompany the first year's proof of payment and is subject to verification by the Association. Subsequent proof of payment shall be presented on or before July 1 of each school year.

7.9.5.5 - Any unit member making payments as set forth in section 7.9.5.3 above and who requests that the grievance arbitration provisions of the Master Classified Employment Agreement shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

7.9.6 - The Association agrees to indemnify, hold harmless and reimburse the District, its Governing Board, officers and administrators for reasonable attorney's fees and legal costs and expenses incurred after notice to CSEA in defending against any court or administrative action or proceeding challenging the legality of these organization security provisions or the implementation thereof, including providing an effective legal defense on behalf of the District at the expense of CSEA against any and all lawsuits or other legal and administrative proceedings arising out of or in connection with the legality of the organization provisions of this agreement or the implementations thereof subject to the following:

7.9.6.1 - The Association shall indemnify the District, its Governing Board, officers and administrators for any judgment for damages or other liability incurred as a result of an action brought and sustained under the provisions of this section.

7.9.6.2 - The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the Agreement shall be compromised, resisted, defended, tried or appealed, provided any or all costs, fees, expenses, settlements and judgments incurred by the District, its Governing Board, officers, administrators and agents by CSEA

7.9.7 - In the event a unit member does not pay dues or service fees directly to the Association, the District shall begin automatic payroll deduction after receipt of written notice from the Association specifying the names of the unit members and the amount of the dues or service fees for each such unit member. Payroll deductions shall be processed in accordance with standard District operating procedures from the first day of the month following thirty (30) days after receipt by the District of the written notice directing dues/service fees payroll deduction.

7.9.8 - This agreement requires a unit member, as a condition of continued employment, to either join the recognized or certified employee organization, to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessment of the organization, or to exercise the provisions of 7.9.5.3 and 7.9.5.4 above for the duration of the agreement.

Section 7.10 - The District shall, upon written authorization from the unit member, deduct and make appropriate remittance for approved insurance premiums, credit union payments, charitable donations, or other plans or programs jointly approved by the Association and the District. The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted. The District will provide the availability for unit members to participate in an Internal Revenue Service (IRS) section 125 plan pre-tax deduction contribution for health benefit contribution and/or District child care deductions.

Section 7.11 Seniority Roster

The District shall provide the Association, upon request, a complete seniority roster of unit members.

Section 7.12 Site Representatives

The District affirms the right of CSEA to designate one Site Representative per site from among unit members. CSEA reserves the right to designate the method of selection of Site Representatives.

ARTICLE VIII: GRIEVANCES

Section 8.1 Definitions

8.1.1 - A grievance is a formal, written allegation by a unit member alleging the violation, misinterpretation, or misapplication of specific provisions of this Agreement.

8.1.2 - Recommendations and concerns will be handled in accordance with the procedures set forth in Article 9 of this Agreement and are beyond the scope of this grievance procedure.

8.1.3 - A "grievant" is the unit member or the Association who files a grievance.

Section 8.2 General Provisions

8.2.1 - No reprisals will be taken against any unit member for processing a grievance.

8.2.2 - Grievance records will be kept in a separate grievance file in the office of Assistant Superintendent, Personnel Services.

8.2.3 - Release time, when necessary, will be provided by the District for the grievant and/or a representative to participate in the grievance procedure.

8.2.4 - A unit member may be represented at all stages of the grievance procedure by himself/herself or, at the unit member's option, by a representative provided by the Association. Any adjustments thus arrived at shall not be inconsistent with the terms of this Agreement.

8.2.5 - The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance.

8.2.6 - In the event an alleged violation, misinterpretation, or misapplication affects more than one unit member in a similar manner, the Association may process such a grievance on behalf of these individuals beyond the informal level.

8.2.6.1 - At Level I of the formal level, the Association will provide verification from all involved unit members that they are a party to the grievance.

8.2.6.2 - If the grievance is resolved to the satisfaction of any grievant that individual will so notify the District and the Association in writing. Said individual shall no longer be a party to the grievance.

8.2.6.3 - The Association shall not continue the grievance beyond the level at which all the grievants agree a satisfactory resolution has been reached.

Section 8.3 Time Limits

8.3.1 - Time limits shall be met unless changes are mutually agreed upon between the grievant and the District.

8.3.2 - Failure to timely file a grievance or any appeal as provided in this Agreement is a waiver of the right to proceed with the grievance procedure and acceptance of the disposition of the matter at the level from which no timely action was taken.

8.3.3 - Failure, by the District, to respond to a grievance within the time lines specified in this Agreement will allow the grievance to move to the next step/level in the grievance procedure.

Section 8.4 Informal Level

8.4.1 - Before filing a written grievance, the grievant and immediate supervisor shall attempt to resolve any alleged violation by informal conference.

8.4.2 - If resolution is not reached with the immediate supervisor, the grievant may meet with the Superintendent or designee to try to resolve the alleged violation.

Section 8.5 Formal Level

8.5.1 Level I

8.5.1.1 - Any grievance must be presented to the grievant's immediate supervisor within ten (10) days from the date of the last informal conference. In no event, however, shall a grievance be processed concerning any action or event which occurred more than thirty (30) days prior to the filing of the formal written grievance.

8.5.1.2 - This statement shall be a clear, concise statement of the grievance, the facts on which it is based, the date of the alleged violation, the specific section(s) of the Agreement allegedly violated, and the specific remedy requested. A copy of this grievance shall be sent to the immediate supervisor and the Association President.

8.5.1.3 - The immediate supervisor shall communicate a decision to the unit member in writing within ten (10) days of receiving the grievance. If the immediate supervisor does not respond within the time limit, the grievant may appeal to the next level.

8.5.1.4 - Within the above time limit, the grievant or the immediate supervisor may request a personal conference with the other party.

8.5.2 Level II

8.5.2.1 - In the event the grievant is not satisfied with the decision at Level I, or if the District fails to respond, the grievant may appeal the decision to the Superintendent or designee within ten (10) days.

8.5.2.2 - This appeal should include a copy of the original grievance, all documents and results of attempts to resolve the grievance at Level I, and a clear, concise statement of all the reasons

for the appeal, which will be limited to those issues raised in the original grievance. A copy of this appeal shall be sent to the immediate supervisor and the Association President.

8.5.2.3 - The Superintendent shall communicate a written decision within ten (10) days of receiving the appeal. Either the grievant or the superintendent may request a personal conference within the time limits. If the Superintendent does not respond within the time limit, the grievant may appeal to the next level.

8.5.3 Level III - Option I

8.5.3.1 - In the event the grievant is not satisfied with the decision at Level II, or if the District fails to respond, the grievant may within ten (10) days submit a request in writing to the Superintendent for an appeal to the Board of Education.

8.5.3.2 - If the grievant requests this option, the Superintendent shall furnish within twenty (20) days a full report to the Board of Education.

8.5.3.3 - The Superintendent's report shall include the grievant's request for Level III, Option I appeal, a copy of the original grievance, all documents and results of attempts to resolve the grievance at Levels I and II, and a clear, concise statement of all the reasons for the appeal which will be limited to those issues raised in the original grievance. A copy of this report will be sent to the immediate supervisor and the Association President.

8.5.3.4 - The grievant may appear before the Board of Education in executive session with a representative at the next regular meeting of the Board of Education following submission of the Level III, Option I appeal to the Board of Education.

8.5.3.5 - A copy of the decision of the Board of Education and the reasons for any decision adverse to the grievant shall be sent to the immediate supervisor and the Association President within ten (10) days following the next regular meeting after the executive session hearing on the appeal.

8.5.3.6 - The decision of the Board of Education shall be final and binding on all parties.

8.5.4 Level III - Option II

8.5.4.1 - In the event the grievant is not satisfied with the decision at Level II, or if the District fails to respond, the grievant may within ten (10) days submit a request in writing to the Association for advisory arbitration of the dispute. The Association may then by written notice, within ten (10) days, submit a grievance for arbitration. A copy of this notice shall be sent to the Superintendent.

8.5.4.2 - After the District receives a copy of the notice requesting arbitration, the grievant and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within fifteen (15) days, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately delete a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of the deletion shall be determined by lot.

8.5.4.3 - The arbitrator may hear and determine only one grievance at a time. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner those cases which involve similar facts and issues.

8.5.4.4 - The arbitrator shall, as soon as possible, rule on arbitrability, and if necessary, hear evidence and render a decision on the issue or issues submitted to the arbitrator. If the District and grievant cannot agree upon a submission agreement, the arbitrator shall refer to the written grievance and the answers thereto at each step.

8.5.4.5 - The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant or Association. All other expenses shall be borne by the party incurring them.

8.5.4.6 - The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement.

8.5.4.7 - After a hearing and after both District and grievant have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the findings and recommendations which shall be advisory to the parties.

8.5.4.8 - The decision of the arbitrator shall be in the form of a recommendation to the parties. If neither the Superintendent nor the Association files a request to the Board of Education to undertake review of the arbitrator's decision within thirty (30) days of its issuance, then the decision of the arbitrator shall be deemed adopted by the Board of Education and becomes binding on all parties. If a timely request for review is filed with the Board of Education, it shall then undertake review of the entire hearing records and briefs. The Board of Education may also, if it deems it appropriate, permit oral arguments by representatives of the parties.

8.5.4.9 - If the decision of the arbitrator is against the grievant, the grievant shall be entitled to a hearing lasting not more than 30 minutes before the Board of Education in executive session. The grievant may present the Board of Education with any written depositions he/she may wish.

The Board of Education shall consider the presentation in the hearing and the depositions before rendering a final decision in the grievance.

8.5.4.10 - Within thirty (30) days after receiving the request for review, the Board of Education shall render a decision on the matter which shall be final and binding on all parties. If the Board of Education does not render a decision within the time specified, then it shall be deemed to have adopted the decision recommended by the arbitrator.

ARTICLE IX: RECOMMENDATIONS AND CONCERNS

Section 9.1 - Definitions

9.1.1 - Recommendation: An idea, proposed action, or solution believed by the unit member to be worthy of acceptance or trial.

9.1.2 - Concern: An unresolved state or condition towards which the unit member exhibits a marked interest or regard. A concern may stem from the actions of an individual or from operational procedures of a department/ division of the District. The unit member registering the concern expresses discontent about an unsatisfactory state or condition.

Section 9.2 - Procedure

9.2.1 - The unit member shall complete the appropriate form describing the concern, retaining the bottom copy for reference and submitting the remaining copies to the immediate supervisor. The unit member may attach substantiating information and other documents as desired.

9.2.2 - The immediate supervisor shall respond to the report in the appropriate areas and forward all copies to the Assistant Superintendent, Personnel (or designee).

9.2.3 - The Assistant Superintendent, Personnel (or designee), shall respond to the unit member who submits the Recommendation or Concern within twenty (20) days in writing to the report. This time limit can be extended by mutual consent.

9.2.4 - Upon receipt of the Assistant Superintendent, Personnel's (or designee) response, the unit member, if not satisfied, may request a meeting to include the Assistant Superintendent, Personnel (or designee), the immediate supervisor and the appropriate head of the division.

9.2.5 - Nothing herein shall prohibit a conference to be called (at any and all levels) by either the District or unit member and/or the attachment of additional information, nor the unit member and/or representative from requesting to address the Board of Education.

ARTICLE X: EVALUATIONS AND PERSONNEL FILES

Section 10.1 Evaluation Procedure

10.1.1 - Unit members with probationary status shall be evaluated before the end of the third and sixth month of employment, with a recommendation for either continued employment or dismissal submitted to the Assistant Superintendent, Personnel Services.

10.1.2 - All unit members with permanent status shall be evaluated during the month of May in alternate years. The evaluation will take place during an even or odd year based on the unit members anniversary date for the position(s) they hold. The evaluation cycle and/or frequency may be altered if the most recent evaluation has one or more "needs to improve" ratings or the performance of the unit member during the alternate year dictates that an evaluation on a more frequent basis would be beneficial. Changes in site or primary evaluator shall not affect the established evaluation cycle.

10.1.3 - A "promoted" unit member shall serve a three (3) month promotional probationary period and shall receive a minimum of one performance evaluation during this period. Should the unit member's performance warrant, i.e., an average rating of less than three (3), the district may request and CSEA shall grant the request to lengthen the probationary period an additional three (3) months not to exceed a total of six (6) months. If such extension occurs, the unit member shall receive a minimum of one (1) additional performance evaluation during this extended period. The original copy of all evaluations shall be submitted to the Assistant Superintendent, Personnel Services. In the event the promoted unit member fails to pass the probationary period, the unit member shall be continued in employment and be returned to their former classification.

10.1.4 - A unit member may request, in writing, an evaluation report and conference at any time during the year and should receive same within ten (10) days.

10.1.5 - An evaluation form shall be provided for unit members which allows for comment by the unit member on job duties or related working conditions.

10.1.6 - The unit member shall have the opportunity to review and respond, in writing, to any evaluation prior to its being entered into the personnel file. Upon request of the unit member, an opportunity shall be provided for discussion between the unit member and the evaluator. Evaluations shall be based upon documented statements or upon direct observation and

knowledge of the evaluator. Any adverse evaluation shall include specific recommendations and time limits for improvement.

Section 10.2 Appeals Process

10.2.1 - A unit member who is dissatisfied with the contents of an evaluation may appeal such contents by the following channel of appeals: (1) Immediate Supervisor; (2) Assistant Superintendent, Personnel Services or designee; (3) Superintendent. All appeals must be presented to the unit member's immediate supervisor within twenty (20) days from the date the evaluation form was signed by the unit member.

10.2.2 - The content of any evaluation is not subject to provisions of the grievance process of this Agreement.

10.2.3 - Procedures for evaluation which are believed to be a violation of this Agreement may be grieved through the normal grievance procedure.

Section 10.3 Personnel Files and Inspection

10.3.1 - The personnel file of each unit member shall be maintained at the District's Personnel Office.

10.3.2 - Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved, or were obtained in connection with a promotional examination. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.

10.3.3 - Information of a derogatory nature, except pre-employment information, interview ratings, or promotional exams, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. The unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

10.3.4 - The person(s) who directs placement of material in a unit member's personnel file will sign the material, signify the date on which such material was filed, and send a copy to the unit member unless previously provided.

10.3.5 - Access to a unit member's personnel file will be limited to District personnel authorized by the Assistant Superintendent, Personnel Services for use in identified employment matters. The contents of all personnel files will be kept in the strictest confidence.

10.3.6 - A unit member may have a representative present when a personnel file is inspected by the unit member, or upon written authorization by the unit member, a representative of the Association will be permitted to examine and/or obtain copies of materials in the unit member's personnel file.

ARTICLE XI: DISCIPLINARY ACTION

Section 11.1 - Suspension, Demotion, or Dismissal

Discipline shall be imposed upon unit members pursuant to this Article.

Section 11.2 General

11.2.1 - Disciplinary action includes any action whereby a unit member is deprived of any classification in which he/she has permanence, including dismissal, suspension, or demotion without the unit member's voluntary consent, except a layoff for lack of work or lack of funds.

11.2.2 - All unit members shall be subject to disciplinary action for cause as presented by the Board of Education and the Board of Education's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

11.2.3 - This procedure shall be used in lieu of the grievance procedure.

Section 11.3 Typical Causes for Disciplinary Action - Progressive

11.3.1 - The following are reasons or causes which disrupt harmonious employment working relations, negatively affect individual productiveness, and/or hinder the functional operations of a department or specific position, and as such may be grounds for disciplinary action. The following causes for disciplinary action shall be subject to progressive discipline as outlined in Section 11.4.

- a. Incompetency or inefficiency in the performance of assigned duties.
- b. Insubordination, refusal to do assigned work, or not following instructions.
- c. Carelessness or negligence in the performance of duty.
- d. Personal conduct during the working hours which reflects unfavorably on the District or tends to injure the public service.
- e. Engaging in political activity during assigned hours of employment.
- f. Repeated and unexcused absence or tardiness.
- g. Repeated instances of absence for ordinarily excusable or authorizable reasons after sick leave benefits have been exhausted.
- h. Abuse of unit member privileges, including but not limited to sick leave.
- i. Demonstrated evidence of physical or mental disability as certified by a physician.

Section 11.4 Progressive Disciplinary Action

Except in those situations where an emergency suspension is justified under the provisions of this Agreement, a permanent unit member whose work or conduct is of such character as to incur

discipline as outlined under the charges in Section 11.3.1, shall first be specifically warned in writing by the immediate supervisor. The supervisor shall sign and date the form, sending a copy to the unit member, and the Assistant Superintendent, Personnel Services, who shall place a copy in the unit member's personnel file and send a copy to CSEA.

11.4.1 - If, after the written warning, the unit member continues to violate the cause listed in the written warning, the unit member may be subject to Section 11.6.

Section 11.5 - The following causes for disciplinary action shall be considered standard and are not subject to the progressive discipline procedures of this Article. However, the District retains the right to use progressive discipline procedures on any or all of the following:

- a. Violation or refusal to obey safety rules or regulations imposed by the Board of Education or any appropriate state or local government agency.
- b. Taking or using District property without proper authorization, or negligence in the care of or use of District property when authorized.
- c. Theft
- d. Possession or drinking of alcoholic beverages on the job, or reporting for work while intoxicated.
- e. Possession of, addiction to, or the use of narcotic or habit forming drugs without prescription.
- f. Conviction of any crime involving moral turpitude or a felony.
- g. Arrest for a sex offense as defined in the Education Code.
- h. Fraud in securing employment, including but not limited to falsification of data on application forms, employment records, time sheets, or any other information required by the District.
- i. Offering anything of value or offering any service in exchange for any special treatment to a fellow unit member or to the public.
- j. Willful violation of the Education Code or rules and regulations of the Board of Education.
- k. Abandonment of position or absence without notification for three (3) or more consecutive workdays.
- l. Advocacy of overthrow of federal, state, or local government by force, violence, or unlawful means.

Section 11.6 Disciplinary Action for Permanent Unit Members - Standard (Non-Progressive)

11.6.1 - This Section shall be utilized for causes violated under Section 11.5, and as a continuation of the discipline procedure in Section 11.4.

11.6.2 - Prior to any disciplinary action being taken, the unit member shall receive a written notice of the proposed action. The notice shall include:

- a. The nature of the proposed action.
- b. Cause or grounds upon which discipline is based.
- c. Detailed statement of facts setting forth the specific nature of the charges.
- d. The effective date of the proposed action.
- e. A statement informing the unit member he/she has access to and review of material on which the disciplinary action is based, if requested.

11.6.3 - Between the date of the written notice and the date of the proposed action, the unit member shall have the right to appear before the Assistant Superintendent, Personnel Services or designee, with a CSEA representative, to discuss the proposed disciplinary action.

11.6.4 - The unit member shall be given a notice of the time and date at which the Board of Education will consider the proposed disciplinary action. The date will not be less than ten (10) days from the date of the proposed action. The notice will also contain the following:

- a. Statement advising the unit member of his/her right to a hearing on the charge.
- b. A letter for the unit member to sign and file with the Assistant Superintendent, Personnel Services if he/she wishes to deny the charges and request an appeal hearing before the Board of Education.
- c. An advisory that in the event that the unit member does not sign and file the letter with the Assistant Superintendent, Personnel Services, within five (5) days of service of the notice and statement of charges together with all related documents, by hand delivery or deposit in the U.S. Mail, addressed to the last known address of the unit member, the Board of Education may proceed without any hearing on the matter.

11.6.5 - In the event the unit member wishes to deny the charges and request a hearing before the Board of Education, the Board may:

- a. Hold the hearing at the meeting set forth in the original notice.
- b. Continue the hearing to a time certain.
- c. Elect to have a hearing officer conduct the hearing on its behalf.

11.6.6 - The unit member shall be entitled to Association representation or representation by legal counsel.

11.6.7 - If the Board elects to conduct a hearing, the District shall first present to the Board of Education evidence in support of the charges. Both the District and the unit member shall have the right to challenge or cross-examine witnesses. The technical rules of evidence shall not apply.

11.6.8 - Hearing Officer

11.6.8.1 - The Board elects to have a hearing officer, the parties will meet and/or confer within five (5) days of the unit member's request for a hearing in order to mutually agree upon the officer. If no agreement is reached within five (5) days, the District shall ask the American Arbitration Association (AAA) to provide five (5) names of persons experienced in disciplinary action hearings. The parties will alternately strike names from the list until a single name remains. The last name shall be asked to conduct the hearing. The order of striking names shall be determined by lot.

11.6.8.2 - The findings of the hearing officer shall be presented to the Board in the form of a recommendation. The Board's decision shall be final and binding on all parties.

11.6.9 - The Board or the hearing officer may amend, modify or revoke the proposed disciplinary action. Neither the Board nor the hearing officer may impose a disciplinary action more severe than that proposed in the Notice of Proposed Disciplinary Action.

11.6.10 - Exceptions

No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause. However, if such cause was concealed or not disclosed by the unit member when it could be reasonably assured that the unit member should have disclosed the facts to the District, the two (2) year time limit shall be null and void.

11.6.11 - After considering all evidence and arguments presented, the Board of Education shall make its findings and conclusions which, unless provided otherwise by the Board of Education, shall be effective immediately. Notice of the decision shall be mailed promptly to the unit member and the Association President. Such decision shall be final and conclusive.

Section 11.7 Disciplinary Action for Probationary Unit Members

11.7.1 - A probationary unit member who is to be demoted or dismissed may be given five (5) days notice.

11.7.2 - Notice of demotion or dismissal must be delivered by hand or sent by registered mail to the unit member and state the charges or cause.

11.7.3 - Probationary unit members subject to dismissal shall have the right to appear before the Assistant Superintendent, Personnel Services or designee with a CSEA representative to discuss the proposed termination. If the decision of the Assistant Superintendent, Personnel Services or designee is to continue the proposed termination, the unit member shall have no further rights.

Section 11.8 Emergency Suspensions

The District may, without prior notice, suspend any unit member who, in the opinion of the immediate supervisor, presents a danger to the safety or health and welfare of any student, district employee, or the unit member. Such summary suspension shall be with pay until action has been taken by the Board of Education, as provided in Section 11.2.

ARTICLE XII: TRANSFER

Section 12.1 Posting of Vacancies

12.1.1 - Notice of vacancies which occur during the year shall be sent to each school or work site for posting on the bulletin board and mailed to the Association President within one (1) day after being posted in the District's central office.

12.1.2 - The District shall inform interested unit members regarding vacancies. The District recording device, posting in the Personnel Office and the District web site will be utilized year round for this purpose.

12.1.3 - No vacancy shall be filled until the deadline for application has expired, which shall be no less than six (6) days following posting at the district's central office and web site.

Section 12.2 Lateral Transfers

12.2.1 - When a new position is created or a vacancy exists as determined by the District, consideration will be given to all applications which are properly submitted.

12.2.2 - Applicants who are current unit members serving in the same class (job title) will be provided the opportunity to interview for such openings providing they possess the necessary qualifications.

12.2.3 - The following criteria shall be used in consideration of transfer requests:

- a. The qualifications including the experience and recent training of the unit member compared to those of other candidates.
- b. The contribution the unit member can make in the new position.
- c. The length and quality of the service rendered to the District by the unit member.
- d. The recommendation of the immediate supervisor where the vacancy exists.
- e. The preference of the unit member.
- f. Affirmative action goals of the District.
- g. If all the above qualifications are equal, seniority shall be the determining factor.

Section 12.3 Unit Member-Initiated Transfers

12.3.1 - If the unit member desires transfer, the matter shall first be discussed with the immediate supervisor. Following this discussion, the unit member desiring transfer shall send a request for transfer on the classified transfer form to the Assistant Superintendent, Personnel Services. The request shall include a statement of the unit member's training, experience, and other qualifications and assignment preferences. Such request must be updated yearly.

12.3.2- The unit member requesting transfer shall be notified within ten (10) days of the decision. The unit member selected shall be given written notification specifying the location, rate of pay, hours, starting date, and work year of the position.

Section 12.4 District-Initiated Transfers

12.4.1 - When District transfer of a specific unit member is pending, notice of transfer will be made in writing to the unit member not less than five (5) days prior to the effective date of transfer unless an emergency exists. Following the written notification which specifies the reasons for the transfer, a conference concerning the reasons for the transfer will be held if requested by the unit member.

12.4.2 - Transfers may be effected across class series provided that the unit member has the necessary qualifications for the position, and the salary range for the position is the same as that for which the unit member is serving.

Section 12.5 Voluntary Demotion

Unit members with permanent status may request a demotion to a position with a lower maximum salary. The unit member shall be placed at the same step in the new salary range, with no change in the anniversary date (step increase date).

Section 12.6 Medical Transfers

The District may give alternate work, when the same is available, to a unit member who has become medically unable to satisfactorily perform his/her regular job class duties until the unit member is able to resume normal duties.

ARTICLE XIII: PROMOTIONS

Section 13.1 Application

Applicants who are unit members and possess the necessary qualifications shall be given first consideration for any vacant classified position which can be considered a promotion by submitting written application to the Personnel Office within the time period specified on the vacancy announcement.

Section 13.2 Vacancy Announcements

13.2.1 - Notice of all vacant classified positions shall be posted for a minimum of six (6) days and distributed in accordance with Article 12.1.1 and 12.1.3. Notice of vacant classified position(s) shall include the number of positions open, the number of hours per day, days per week, and their anticipated location. No vacancy shall be filled prior to the expiration of the application period.

13.2.2 - Upon written request to the Personnel Office, unit members who are or will be on leave or layoff during the posting period will be sent, by first class mail, a copy of the vacancy announcement on the date the vacancy is posted.

Section 13.3 Notification

Within ten (10) days following completion of the initial interview, the Personnel Office shall notify in writing all unit member applicants of their standing.

Section 13.4 Promotional Order

13.4.1 - Any unit member who files for the vacancy during the posting period and meets the qualifications, as determined by the District, shall be promoted into the vacant position.

13.4.2 - If two (2) or more bargaining unit members who file have equal qualifications, the bargaining unit member with the greatest bargaining unit seniority shall be the one promoted.

Section 13.5 Salary Placement

A promoted unit member shall be placed on the salary schedule in a range which will result in at least a one (1) step increase above his/her present position. The exception to this would occur

when a unit member is on step five (5) of the current salary schedule and the promotion is to the next range. In this instance, the unit member shall be placed on step five (5) in the new range.

Section 13.6 Return to Former Class

If the unit member is unsuccessful during the promotional probationary period in the higher class to which promoted, the unit member shall be returned to the former classification.

Section 13.7 Career Ladder

13.7.1 - The following job classes are considered a Job Family or Career Ladder:

Grounds Keeper I/II

Accounting Technician I/II

13.7.2 - Advancement on the career ladder from Level I to Level II shall take place upon the satisfactory completion of the following criteria:

- a. Unit member has been employed in a level I position for eighteen (18) consecutive months not including absences or breaks in service which exceed one (1) month.
- b. Unit member receives an average rating of three (3) on his/her performance evaluation.

13.7.3 - The process for advancement on the career ladder will be as follows:

13.7.3.1 - After eighteen (18) months employment in a level I position, the District will send notification to the immediate supervisor and unit member stating that the unit member is eligible for consideration of advancement on the career ladder.

13.7.3.2 - The immediate supervisor will within ten (10) days conduct a written evaluation, meet with the unit member and forward the evaluation to the personnel office.

13.7.3.3 - The personnel office will, within ten (10) days, consider the proposed career ladder advancement and recommend approval or denial based on the established criteria described herein.

13.7.3.4 - If approved by the Board of Education, the career ladder advancement will become effective in ten (10) days. The immediate supervisor, unit member, and CSEA shall be notified of the action within ten (10) days. The unit member's salary will reflect the new position range in the career ladder, but will retain the same step. The anniversary date will be consistent with the effective date of the career ladder advancement.

13.7.3.5 - Any unit member who receives a career ladder advancement will be subject to the provisions of Article XIII, Section 6.

13.7.3.6 - In the event a unit member is denied career ladder advancement or is unsuccessful during the first three (3) months of advancement, the unit member may submit another request in no less than six (6) months.

ARTICLE XIV: LEAVES

Section 14.1 Notification of Absence

14.1.1 - The unit member is responsible for notifying the District of any absence no later than one (1) hour prior to the assigned reporting time of the day of each absence by calling his/her immediate supervisor or by calling the telephone number assigned to the District's recording device. The one (1) hour notification requirement may be waived in the event of a bona fide emergency.

14.1.2 - The unit member will inform the immediate supervisor of his/her intended return at least one (1) hour prior to the end of the unit member's regular work day on the service day prior to return.

Section 14.2 Personal Illness Leave

14.2.1 - Unit members employed eight (8) hours per day, five (5) days per week shall be entitled to eight (8) hours, one (1) day, of personal illness leave for each month in which the unit member is in a paid status.

14.2.2 - Unit members employed less than eight (8) hours per day, five (5) days per week shall be entitled to the proportionate amount of leave as the number of hours worked per day and days per week relates to eight (8) hours per day and five (5) days per week.

14.2.3 - Unused personal illness leave earned under subsection 14.2.1 and 14.2.2 may be accumulated from year to year.

14.2.4 - Upon receipt of verification from the previous district, a unit member may transfer accumulated personal illness leave from another California public school district provided that the unit member was employed by that district for more than one (1) year and accepted employment in the Placentia-Yorba Linda Unified School District within one (1) year of separation from the previous district.

14.2.5 - The District may require a medical statement for any absence due to personal illness or injury that exceeds three (3) days. The District may require satisfactory proof of the nature of the illness and a medical statement if it believes a unit member is abusing the use of sick leave.

14.2.6 - The District shall provide each unit member a written statement of the amount of sick leave accrued (in units of hours) no later than October 30 of each year.

14.2.7 - New unit members shall not be eligible for more than twelve (12) days or proportionate amount described in subsection 14.2.2 until the first day of the calendar month after completion of the initial six (6) months of active service with the District.

Section 14.3 Entitlement to Other Sick Leave

Each unit member with permanent status shall be credited with 100 days of paid personal illness leave per fiscal year, in addition to the sick leave entitled to under subsections 14.2.1 and 14.2.2.

14.3.1 - Each day of sick leave provided by this Section shall be compensated for at the rate of fifty percent (50%) of the unit member's regular salary. Compensation shall commence on the first service day following exhaustion of accrued sick leave .

Section 14.4 Personal Necessity Leave

14.4.1 - A maximum of seven (7) days of absence for illness or injury leave earned pursuant to the sick leave provisions of this Agreement may be used by the unit member in cases of personal necessity, including any of the following:

- a. Death or serious illness of a member of the unit member's immediate family when additional leave is required beyond that provided in the other provisions of this Agreement.
- b. Injury or accident involving his/her person or property of a member of his/her immediate family.
- c. Imminent danger to the property of the unit member, occasioned by a factor such as flood, fire, or natural disaster.
- d. Appearance in any court or before any administrative tribunal as a litigant or party.
- e. Two (2) of the seven (7) days of personal necessity leave may be used for reasons of compelling personal importance.

14.4.2 - Personal necessity leave will not be granted for purposes of:

- a. Employee organization business or activity.
- b. Work stoppage, work slow down, or strike.
- c. Activities which could normally be attended to outside the service day.
- d. Recreational activities.

14.4.3 - If possible, the unit member shall give advance notification for personal necessity leave to the site manager.

14.4.4 - For the purpose of this provision, the unit member shall identify on the time exception report that the personal necessity leave is being used in accordance with Section 14.4.1 a, b, c, d or e. of this Article.

14.4.5 - In the case of 14.4.1a and 14.4.1b, 14.4.1c and 14.4.1d, the site manager may ask the unit member to clarify the reason for personal necessity leave.

Section 14.5 Bereavement leave

14.5.1 - Unit members shall be granted leave not to exceed three (3) days, or five (5) days if one-way travel is in excess of 300 miles or out-of-state travel is required, on account of the death of any member of the unit member's immediate family. The Superintendent or designee may extend the three (3) day leave by one (1) or two (2) days if circumstances warrant.

14.5.2 - No deduction shall be made from the salary of the unit member nor shall such leave be deducted from leave granted by other sections of this Agreement, or as provided for by the Board of Education.

Section 14.6 Maternity/Adoption Leave

14.6.1 - The unit member shall have the right to utilize sick leave provided for in this Agreement for absences necessitated by pregnancy, miscarriage, adoption, childbirth, and recovery here from.

14.6.2 - The District will provide for unpaid leave of absence from duty for the unit member who is required to be absent from duties because of pregnancy, miscarriage, adoption, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties in a comparable position, shall be determined by the unit member and the unit member's physician in conjunction with the District.

14.6.3 - In the event of stillbirth or miscarriage, the unit member desiring to terminate leave shall be reinstated to her comparable position on the date authorized by the attending physician or other licensed health advisor in conjunction with the District.

Section 14.7 Unpaid Leave for Child Care

14.7.1 - The District may grant a leave of absence without pay or compensation to any unit member for the purpose of child care.

14.7.2 - The unit member shall request such leave 30 days prior to the date on which the leave is to begin. The request shall be in writing and shall include a statement as to the date the unit member wishes to begin and end the leave without pay. The District shall respond in writing.

14.7.3 - If the unit member chooses to combine leave for pregnancy together with leave for subsequent child care, the unit member must make a request for both leaves at the same time, except in cases of unforeseen emergency.

14.7.4 - Leave for child care may be available for the adoption of a child, the period of time to commence with the physical custody of the child.

14.7.5 - The unit member, upon the death of his/her spouse, may be entitled to a leave of absence for the purpose of providing child care according to the above stated provisions.

14.7.6 - The unit member who is on leave for child care shall be entitled to return to a comparable position to that held at the time the leave commenced, or to the same position if practical.

Section 14.8 Court Appearances/Jury Duty

14.8.1 - The unit member shall be granted leave from normal duty hours equal to the time spent in court to appear as a witness (other than as a litigant), to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member. The unit member will be paid their regular salary minus an amount equal to that received from the court for jury/witness fees. The unit member will retain that amount received directly from the court as jury/witness fees.

14.8.2 - Unit members on swing or graveyard shift who are required to serve on jury duty shall not be required to report to their shift on that particular day after first notifying their immediate supervisor.

14.8.3 - Unit members shall present verification of time spent in accordance with the circumstances set forth in subsections 14.8.1 and 14.8.2 to the immediate supervisor upon returning to work. The verification shall be from an official of the court and will be attached to the unit member's time exception report.

Section 14.9 Industrial Accident and Illness Leave

14.9.1 - Unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) days paid leave in any one fiscal year. This leave will commence on the first date of absence. Industrial accident leave shall not be accumulated from year to year.

14.9.2 - Payment for wages lost on any day shall not, when added to an award granted under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of compensation award made under Workers' Compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.

14.9.3 - Unit members shall be required to have served the District in a paid status continuously for a period of one (1) year, at the time of the claim, to be eligible for industrial injury and illness leave.

14.9.4 - Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or paid leave will be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, the unit member shall be entitled to use only so much of any accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides a day's pay at the regular rate of pay.

14.9.5 - Any time a unit member on industrial accident or illness leave is able to return to work, the unit member shall be reinstated in a position in the same class without loss of status or benefits.

14.9.6 - To insure that adequate medical attention is received and to insure that proper application is made to the District's Self-Insurance Administrator, the unit member who sustains an injury or illness shall report the incident to the immediate supervisor within twenty-four (24) hours or as soon as is feasible.

14.9.7 - Treatment according to the severity of injury shall be provided by the District-designated physician and/or hospital unless a written request is on file to use the unit member's personal physician. If, for geographic or personal inconvenience, the designated medical facilities or physicians are not utilized, the unit member shall notify the Personnel Office as soon as is feasible and make certain that the chosen treating physician or facility reports to the District's Self-Insurance Administrator after treating the patient. It is understood that no claim shall be paid until a proper claim and report are made by the attending physician.

14.9.8 - The unit member shall provide the Assistant Superintendent, Personnel Services with a statement from the attending physician confirming the industrial illness or injury, the prognosis, and an estimate of the anticipated term of absence.

14.9.9 - The unit member shall secure a medical release and give it to the immediate supervisor before being permitted to return to work.

14.9.10 - The District may require that a unit member secure release from a District-designated medical authority before being permitted to return to work.

14.9.11 - In order to be eligible for industrial accident leave, the unit member, while absent from duty with the District, shall remain within the State of California unless prior approval is granted by the Board of Trustees for travel outside the State.

Section 14.10 Fatherhood Leave

Up to three (3) days of paid leave of absence will be granted the unit member for fatherhood or adoption of a minor. Such leave shall be deducted from accrued sick leave.

Section 14.11 Military Leave

14.11.1 - Unit members shall be entitled to any military leave provided by law and shall return with all rights and privileges granted by law arising out of the exercise of military leave.

14.11.2 - Unit members shall be required to request military leaves in writing and, upon request, to supply the District with orders and status reports.

Section 14.12 General Leaves

14.12.1 - The unit member may be granted a paid or unpaid leave of absence at the discretion of the District. The unit member shall request such leave in writing and include the date the unit member wishes to begin and end the leave. The District shall respond to any such leave request and, if granted, include the dates the unit member will begin and end the leave. Such leave may be up to one year in length but may be renewed. While on an unpaid leave, the unit member shall maintain, but not add to, any other leave credit, vacation time, seniority, or other benefits.

14.12.2 - A unit member on such leave shall be entitled to return to a comparable position to that held at the time the leave commenced, or to the same position if practical.

Section 14.13 Other Leaves

The District and Association acknowledge the rights of a unit member under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

14.14 (NEW) Catastrophic Illness Leave

A unit member, who suffers a catastrophic illness/injury, may be eligible for catastrophic leave pursuant to the terms and conditions set forth below. (Change 08-09)

14.14.1 Catastrophic Illness/Injury Leave Bank

The Placentia Yorba Linda Unified School District shall establish and maintain a Catastrophic Illness/Injury Leave Bank. Such bank shall consist of voluntary donations of earned and unused

sick leave hours and/or earned and unused vacation hours by unit members. Each donation shall be irrevocable and shall be made by the unit member filing the appropriate district-provided form. A donation to the Catastrophic Leave Bank shall be a general donation, and cannot be donated to a specific unit member for his/her exclusive use.

14.14.2 Eligibility

The use of Catastrophic Leave shall only be available to unit members, who have made a donation to the Bank within the 12 month period prior to their request, and whose request for the use of such leave has been approved by the Catastrophic Leave Bank Committee.

14.14.3 Request for Catastrophic Leave

Unit members who suffer a catastrophic illness/injury as certified by a physician, which has resulted in the unit member using all other available paid leaves, including regular and extended illness and injury leave, vacation, compensatory time off, and industrial accident and illness leave, if applicable, may request use of the Catastrophic Leave Bank subject to the terms and conditions outlined in this section.

14.14.4 Donations

Donation solicitations by CSEA Chapter 293 to the Catastrophic Leave Bank shall be presented to the unit members annually during the month of May, unless the Bank holds five hundred (500) hours or less, in which case the parties may mutually agree to another donation period. CSEA shall forward all donation forms received to the District during the first week of June. The initial donation period shall be established cooperatively by the District and CSEA.

14.14.5 Catastrophic Leave Bank Committee

The Catastrophic Leave Bank Committee shall be comprised of the President of CSEA Chapter 293 or designee, two eligible unit members, and two representatives of the District. Any unit member wishing to use Catastrophic Leave shall present the request on the appropriate district-provided form therefore to the Personnel Department and the CSEA Chapter 293 Executive Board. The request shall be referred to the Catastrophic Leave Bank Committee for consideration. Approval of the request shall require a majority vote of the Committee. The process and decision of the Committee shall not be subject to appeal or the grievance procedure.

14.14.6 Maximum Number of Hours Available

The maximum number of hours per one request shall not exceed the applicant's work hours in a six (6) month work calendar. If more hours are needed, the unit member may reapply.

14.14.7 Limits on Number of Days Donated

A unit member may not donate more than fifty percent (50%) in excess of ten (10) days of earned sick leave. A less than twelve (12) month employee may not donate vacation days if such donation would result in an unpaid period of time during winter and spring recess periods.

14.14.8 Pay and Status of Unit Members

A unit member using days from the Catastrophic Leave Bank shall be compensated for each day at the rate he/she would have received had he/she worked on that day. Unit members granted Catastrophic Leave and using same shall be considered in regular paid status.

14.14.9 Unused Days

Any days/hours approved by the Committee and not used shall be returned to the Catastrophic Illness/Injury Leave Bank.

ARTICLE XV: LAYOFF AND RE-EMPLOYMENT

Section 15.1 Reason for Layoff

Layoff shall occur for the lack of work or lack of funds as determined by the District.

Section 15.2 Notice of Layoff

15.2.1 - The District shall notify the Association and affected unit members in writing a minimum of thirty (30) days prior to the date of any layoff for lack of work or funds.

15.2.2 - The notice to the affected unit member shall specify the reason for layoff and state the unit member's displacement rights and re-employment rights. Such notice will be given by personal delivery or by certified mail to the last known address of the unit member.

15.2.3 - The notice to the Association shall specify the reason for the layoff and identify by name and classification the unit member(s) designated for layoff.

Section 15.3 Unit Member Rights

Unit members in the classified service shall have the following rights in the event lack of work or funds causes the necessity of layoffs.

15.3.1 Order of Layoff - Any layoff shall be effected within a class. The order of layoff shall be based on seniority (as defined in Article III) within that class, plus higher classes. A unit member with the least seniority within the class, plus higher classes shall be laid off first.

15.3.2 Bumping - A unit member who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump a unit member with less seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.

15.3.3 Salary Placement for Unit Members Exercising Bumping Rights - For unit members exercising bumping rights to a lower classification, the unit member shall be placed on the salary range of the lower classification and remain on the same step.

15.3.4 Voluntary Demotion or Transfer - A unit member who will suffer a layoff for lack of work or funds despite his/her bumping rights may accept a voluntary demotion to a vacant position in any lower classification, or transfer to an equal position, provided that the unit member is qualified to perform the duties thereof, and provided further that the Board of Education approves the voluntary demotion.

15.3.5 Acceptance of Substitute or Short-Term Employment - A unit member who has been laid off for lack of funds and who is on a re-employment list may be employed in a substitute or short-term capacity in his/her original class or any other class for which the unit member is qualified. Such employment shall in no way jeopardize or otherwise affect his/her status or eligibility for re-employment.

15.3.6 Refusal of Substitute or Short-Term Employment - Refusal of an offer of substitute or short-term employment shall not affect the standing of any unit member on a re-employment list.

Section 15.4 Re-employment Rights

In the event of layoff of unit members, the following re-employment procedures shall be utilized:

15.4.1 - The names of unit members laid off shall be placed upon the re-employment list for the class from which they were laid off. Names of the re-employment list shall be in the relative order of seniority.

15.4.2 - If two (2) or more unit members subject to layoff have equal seniority, then the determination shall be made by lot.

15.4.3 - Laid off unit members are eligible for re-employment in the class from which they were laid off for a thirty-nine (39) month period and shall be employed in the reverse order of layoff. Their re-employment shall take precedence over any other type of employment, defined or undefined, in this regulation. In addition, they shall have the right to apply for promotional positions and use their seniority therein for a period of thirty-nine (39) months following layoff.

Upon written request to the Personnel Office, a unit member on a re-employment list shall be notified of promotional opportunities.

15.4.4 - Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former class or to positions in accordance with their seniority on any valid re-employment list with increased assigned time as vacancies become available within a sixty-three (63) month period.

15.4.5 - Unit members in the bargaining unit who have been employed at least five (5) years under Public Employees Retirement System and are fifty (50) years of age or older may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such unit members shall, prior to the effective date of the proposed layoff, complete and submit a form to the Public Employees Retirement System provided by the payroll department for this purpose. The unit member shall then be placed on a thirty-nine (39) month re-employment list in accordance with this regulation. The District agrees that when an offer of employment is made to an eligible person retired under this regulation, and the District receives within ten (10) days a written acceptance of the offer, the retired person shall be allowed sufficient time to terminate his/her retired status with the Public Employees Retirement System.

15.4.6 - The District shall establish and maintain a seniority roster. Such roster shall be available to the Association through the Personnel Office of the District.

15.4.7 - A unit member who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the unit member.

15.4.8 - A unit member shall notify the District of his/her intent to accept or refuse re-employment within ten (10) days following the mailing of the re-employment notice. If the unit member accepts re-employment, he/she must report to work within thirty (30) days following the mailing of the re-employment notice. A unit member given notice of re-employment need not accept the re-employment to maintain the unit member's eligibility on the re-employment list, provided the unit member notifies the Personnel Office in writing within five (5) days from receipt of the re-employment- notice.

15.4.9 - Unit members shall be re-employed in the highest rated job classification available in accordance with their seniority in the class from which they were laid off, plus higher classes.

Unit members who accept a position lower than their former class shall retain their original thirty-nine (39) month rights to the higher paid positions.

ARTICLE XVI: TRAINING

Section 16.1

In-service training occurring during the regular working hours of the unit member shall result in no loss of wages or benefits to the unit member.

Section 16.2

The District shall provide release time and pay the costs of training activities specifically approved by the District. District required training provided after the unit member's regular working hours will be compensated at the appropriate rate of pay.

Section 16.3

The District renewal program and “chargeable time” as described in section 18.13.11 shall include only time spent in renewal classes, necessary behind-the-wheel training and travel and testing time for the “behind-the-wheel” and written test required by the California Highway Patrol.

Section 16.4

Unit members shall be in a paid status for only one (1) renewal class, it’s accompanying “behind-the-wheel” training and one (1) “behind-the-wheel” and written test for the California Highway Patrol during the one (1) year prior to the expiration of their bus driver certificate

16.4 Training

Unit members shall be compensated at their regular rate of pay for time used to complete CHP Driver Certification requirements, not to exceed 6 hours of pay. (Change 08-09)

ARTICLE XVII: SAFETY

Section 17.1

The District shall maintain a management system for the monitoring of working conditions and for the correction of unsafe conditions.

Section 17.2

The Association has the right to appoint one unit member who shall receive release time, when necessary, to serve as a representative for the Association on the District Safety Committee and to perform the duties assigned by the Committee.

Section 17.3

The District agrees to furnish unit members with necessary safety equipment as required by law or District policy.

Section 17.4

Each unit member is responsible for reporting unsafe conditions or equipment to the immediate supervisor or appropriate District designated manager. No unit member shall be discriminated against in any way as the result of reporting unsafe conditions.

17.4.1 - The District shall investigate all conditions which are reported to be unsafe, hazardous, or potentially dangerous and shall take necessary steps to have the condition corrected, if warranted.

17.4.2 - Such report, signed and dated, shall release the unit member from responsibility for unsafe conditions.

17.4.3 - A unit member shall not be required to perform duties under conditions which pose an immediate threat to the safety of the unit member, provided the unit member has reported the condition to the immediate supervisor.

Section 17.5

Unit members shall observe all rules and instructions, both written and verbal, relating to the safe performance of their work.

Section 17.6

Upon request from the unit member, the District will investigate reports of pupils who may have a contagious or infectious disease. If, upon investigation by a District manager or a competent medical authority, it is believed that the pupil is suffering from a disease which would constitute

a threat to the safety or health of a unit member, then the District will take such action as necessary to remedy the problem.

Section 17.7

As mandated by law, the District will maintain a written illness and Injury Prevention Program. Safety training will be given to all unit members on a regular basis and documentation of that training will be kept on file by the District. The program will not in any way deny a unit member who is injured on the job all the rights and privileges he/she is guaranteed under law, including worker's compensation coverage.

ARTICLE XVIII: HOURS OF EMPLOYMENT

Section 18.1 Workweek

The workweek shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week. This section shall not bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for its part-time unit members.

Section 18.2 Workday

The District shall designate for each unit member the length of the workday, the specific days of the week, and the months per year for each position or assignment in the bargaining unit.

Section 18.3 Overtime

The District may extend the workweek or workday on an overtime basis. Overtime for a unit member whose average workday is four (4) hours or more is defined as any time required to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, or the sixth or seventh day following the commencement of the workweek.

Overtime for a unit member whose average workday is less than four (4) hours per day is defined as any time required to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, or the seventh day following the commencement of the workweek.

Section 18.4 Overtime Compensation

18.4.1 - The unit member shall be compensated at one and one-half times the unit member's regular rate of pay or given compensating time off equal to one and one-half times the hours of overtime worked.

18.4.2 - Compensating time off shall be taken within twelve (12) calendar months following the date which the overtime was worked.

18.4.3 - Compensatory time shall be recorded by the unit member and initialed by the supervisor as accumulated or taken on the appropriate payroll time report form.

18.4.4 - The unit member may request either overtime pay or compensating time off.

18.4.5 - Compensating time off shall be requested at least five (5) days in advance and shall be granted unless it is disruptive to the operation of the department.

Section 18.5 Rest Periods

18.5.1 - The unit member will be provided one (1) rest period of fifteen (15) minutes duration for each full four (4) continuous hours of work per day. The unit member and site supervisor will mutually agree on when the rest period shall occur.

18.5.2 - The rest period shall not be used to lengthen the lunch period or shorten the workday.

Section 18.6 Meal Period

18.6.1 - The unit member whose workday exceeds five (5) hours will be provided a duty-free meal period of not less than thirty (30) minutes nor more than sixty (60) minutes. Meal periods in excess of sixty (60) minutes may be scheduled with mutual written consent between the unit member and the immediate supervisor. The duty-free meal period is not a part of the regular workday.

18.6.2 - All work assignments of more than five (5) consecutive overtime hours shall include an unpaid meal period of thirty (30) minutes unless waived by mutual consent of the unit member and the immediate supervisor.

18.6.3 - A unit member required to work during his/her meal period shall receive overtime compensation for the meal period.

Section 18.7 Flextime

At the request of the unit member, with approval of the immediate supervisor and approval of the Superintendent or designee, a work shift may be scheduled with starting and stopping times different from the established workday for the department. Any unit member requesting a variance in his/her work shift must submit his/her request in writing, specifying the starting and stopping time and length of lunch break.

Section 18.8 Call Back Time

A unit member called back to work after completion of the unit member's regular assignment shall be compensated for a minimum of three (3) hours of work at the appropriate rate of pay.

Section 18.9 Call In Time

A unit member called in to work on any day other than the unit member's regularly scheduled workday shall be compensated for a minimum of three (3) hours of work at the appropriate rate of pay.

Section 18.10 Service Days

Teacher/parent conference day, in-service days, or other such specifically designated service days that occur within the regular work year of unit members are considered regular workdays for those unit members.

Section 18.11 Standby Time

Unit members who are required to stand by (time not worked) for subsequent duty without being released shall be entitled to the appropriate rate of pay during the standby time.

Section 18.12 Additional Assignment

18.12.1 When work normally and customarily performed by unit members is required to be performed at times other than during the regular September - June student school year, the work shall be assigned to unit members in the appropriate classification(s) as provided in this section.

18.12.2- A unit member who accepts a summer school assignment or work in excess of the stated months in accordance with the provisions of this section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year.

18.12.3 – Assignments made beyond the regular school year will be made with consideration given to student needs, unit member availability, training and skills. If two applicants have equal standing using the above criteria, seniority will be the determining factor.

18.12.4 – Unit members temporarily working in a lower class shall be compensated at step five (5) of the lower classification range. In no case will the compensation be greater than the unit member's regular rate of pay.

Section 18.13 Driving Assignments

18.13.1 - Routes will be established by the District. Routes will be bid on by seniority. Drivers with the highest bargaining unit seniority shall have first choice of routes. Only a driver meeting the qualifications required to drive the size and type of vehicle required for a specific route can

bid on said route. It is understood and agreed that the District may make changes in the above assignments as necessary. The Association shall be notified of the change(s) prior to the effective date.

18.13.2 - All bus drivers shall be provided with an average of six (6) hours of work each day (a monthly average) during the regular school year.

18.13.3 - Initial route assignments will be posted for bidding at least three (3) days prior to the bid. Written notice of the actual date, time and location of bidding shall be sent to drivers no less than ten (10) days prior to the actual posting of established routes.

18.13.4 - Trip assignments that occur on regular school days (Monday through Friday) shall first be used to provide drivers with the six (6) hour guarantee on a monthly average. Trips not needed to provide the guarantee shall be offered to available drivers on a seniority basis with consideration given to the convenience of the District, overtime hours, and, in the opinion of the District, the capability of the driver to perform the specific requirements of the assignment. Any driver who accepts a trip assignment above the six (6) hour guarantee and then returns the trip to be redispached shall lose his/her next assigned trip. The single exception to this shall be if the trip is returned as a result of an approved absence per Article XIV LEAVES. For the purposes of this section, the personal necessity days outlined in section 14.4.1d shall not apply.

18.13.5 - Trip assignments that occur on Saturday, Sunday or Holidays shall be offered to the driver with the highest seniority with consideration given to the ability of the driver and the required bus. There will be a limit of one (1) trip per driver per day. In the event there are more assignments than drivers on a given day, the remaining assignments will be distributed on the basis of seniority.

18.13.6 - The driver shall be responsible for maintaining the security of the vehicle and remain available to the group for the duration of the standby time except during meal periods and rest time. During these times, the driver is responsible for properly securing the vehicle.

18.13.7 - If an assignment requires an overnight stay, the driver shall be paid for actual driving time plus standby time on the first day and for actual driving time plus standby time or eight (8) hours, whichever is greater, for subsequent days of that assignment. Lodging and meals shall be provided for the driver.

18.13.8 - Sign-On/Bus Check Out - Drivers who have not previously checked out the vehicle assigned to them, shall sign on thirty (30) minutes prior to leaving the yard for the purpose of bus check out. Subsequent runs with the same assigned vehicle shall sign on fifteen (15) minutes prior to destination time.

18.13.9 - Lay-Over/Return Trips - Drivers required to stand by for a run which is to begin within forty-five (45) minutes may, at the driver's election, remain in paid status. If the driver elects to stay in paid status, lay-over time shall be used for paper work, bus cleaning or additional assignments.

18.13.10 - Sign-Off Time

A.M.: Fifteen (15) minutes after dropping last students at school. P.M.: Fifteen (15) minutes after returning to yard. Time to be used for paperwork, sweeping bus and bus lock-up.

18.13.11 - The District shall provide the opportunity for the yearly bus driver certificate renewal. Drivers participating in the District renewal program shall be paid at the appropriate rate of pay for all time charged toward renewal of their certificate. Drivers wishing to upgrade their certificate to include another bus classification shall be provided with a maximum of 20 hours of training and shall be compensated at their regular rate of pay. The training will take place during the regular work day.

ARTICLE XIX: WAGES

Section 19.1 Employment Data

19.1.1 - Upon initial employment and upon each change in classification thereafter, each unit member shall be furnished two copies of his/her class specifications, salary data, assignment or work location, together with duty hours and the prescribed work week.

19.1.2 - The salary data shall include the annual, monthly or pay period, daily, hourly, overtime, longevity, and differential rate of compensation, whichever are applicable.

19.1.3 - One copy shall be retained by the unit member and the other copy shall be signed and dated by the unit member and returned to the Personnel Office within fifteen (15) days.

Section 19.2 Initial Placement

19.2.1 - Unit members employed on or after the effective date of this Agreement shall be placed on Step 1 in the appropriate salary range on the current salary schedule.

19.2.2 - Upon verification of prior experience and skills, a new unit member may be placed on a step higher than Step 1.

Section 19.3 Step Advancement

19.3.1 - Step advancement shall occur upon the completion of the initial probationary period and on an annual basis thereafter until the maximum is reached.

19.3.2 - For the purpose of this rule, an appointment made after the fifteenth (15th) day shall be effective the beginning of the next month.

19.3.3 - Upon return from an unpaid leave of absence, the unit member will be placed on the step and range occupied before the leave started. Time spent on unpaid leave shall not be credited toward the time needed for step advancement.

Section 19.4 Working Out of Classification

Unit members who are required to perform duties which are typically performed by a unit member in a higher class for more than five (5) days in a fifteen (15) calendar day period will have their pay adjusted to reflect a 5% increase over their regular pay. In the event the 5% increase causes the unit member to be paid at a rate greater than the range for the higher class, the % increase shall be reduced to an amount equal to step five (5) of the range of the higher class. In no case will the increase exceed 5%.

Section 19.5 Longevity Increment

Advancement on the schedule below is based on original date of hire in the District amended by any breaks in service.

Years of Continuous Service	Longevity Increments	Percent (%) of "MAX" Range Step
7	2 ½ %	2 ½ %
10	5%	7 ½ %

13	2 ½ %	10%
15	2 ½ %	12 ½ %
20	2 ½ %	15%
25	5%	20%
30	2 ½%	22 ½%

Section 19.6 Shift Premium

19.6.1 - A shift premium of 3% per hour shall be paid to any unit member assigned on a "regular" full shift starting on or after noon and ending on or before midnight.

19.6.2 - Shift premium shall be paid during the regular school year (September to June) unless a unit member continues to work his/her regular shift during the summer.

Section 19.7 Split-Shift Premium

A daily split-shift premium of \$2.00 per day will be paid when a break in the workday equals or exceeds 1-1/2 hours. For the purpose of this provision, the premium pay of \$2.00 shall not be exceeded regardless of the number of splits per day.

Section 19.8 Mileage Reimbursement

Unit members required to use their vehicle on District business shall be reimbursed at the IRS rate for all miles driven on behalf of the District. Claims for mileage reimbursement shall be paid within thirty (30) days following submission.

Section 19.9 Payroll Errors

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

Section 19.10 Meals

Any unit member who, as a result of an approved work assignment, must have meals away from the District shall be reimbursed at the following maximums provided the unit member submits valid receipts:

- a. \$7.00 for breakfast
- b. \$9.00 for lunch
- c. \$14.00 for dinner

Section 19.11 Lodging

Any unit member who, as a result of an approved work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging provided the unit member submits valid receipts. Where possible, the District shall provide advance funds to the unit member for such lodging.

Section 19.12 Uniforms

The District shall pay the full cost of the purchase or lease of distinctive uniforms, identification badges, and cards specifically required by the District to be worn or used by unit members.

When a new unit member is hired he/she shall receive three uniforms from the District. Upon mutual agreement between the unit member and the supervisor, the District will provide replacement uniforms when necessary.

Section 19.13 Tools

The District agrees to provide all tools, equipment, and supplies required by the District for performance of the unit member's employment duties.

Section 19.14 Property Loss

The District shall reimburse unit members for actual value, mutually agreed upon by the unit member and manager, of any loss, damage, and/or destruction of clothing or personal property approved for use by the appropriate site manager or supervisor in the course of the performance of duties unless such damage is due to negligence by the unit member. Reimbursement shall be up to \$200 with a \$25.00 deductible.

Section 19.15 Regular Rate of Pay

The regular rate of pay for each position shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as a part of this Agreement.

ARTICLE XX: RECLASSIFICATION/SALARY ADJUSTMENTS

Section 20.1 Reclassifications

The Personnel Office may routinely conduct a classification study of bargaining unit positions. Each year, the District and Association may mutually select an appropriate number of job classifications or series for review and study. Any recommended changes in job classifications shall be subject to the negotiations process.

Section 20.2 Individual Job Evaluation Requests

20.2.1 - Individual requests for a classification study may be initiated by the unit member or by the supervisor of the department. Unit member requests must be submitted to the Personnel Office with a copy to the Association. The supervisor or department head may request a classification study at any time. All requests shall be accompanied by a statement of the duties currently being performed by the unit member.

20.2.2 - A response to the reclassification request will be submitted to the unit member with a copy to the Association within ninety (90) days of receipt.

20.2.3 - The request for a classification study shall have the signature of the division head who shall then forward the request to the Personnel Office. In the event the classification study results in a higher range assignment, the unit member shall maintain step status in the higher range, carrying the accrued time on the current step to the new range. Reclassification of a position shall become effective on the date prescribed by the Board of Education but shall not have retroactive effect.

Section 20.3 Incumbent Rights

20.3.1 - When an entire class of positions is reclassified, the incumbents in the position or positions shall be entitled to serve in the new positions.

20.3.2 - When a position or positions less than the total class is or are reclassified, incumbents in the positions who have been in the positions shall be reallocated to the higher class.

Section 20.4 Downward Adjustment

Any downward adjustment of any position or class of positions shall be considered a demotion and shall take place only as a result of following the layoff or disciplinary procedures of this Agreement.

20.5 Abolition of a Position or Class of Positions

If the District proposed to abolish a position or class of positions, it shall notify the Association in writing, and the parties shall meet and confer upon written request of the Association.

ARTICLE XXI: HEALTH AND WELFARE

Section 21.1 Benefits and Eligibility

For the purpose of this section, eligibility shall be defined as those unit members who are regularly employed four (4) hours per day or more on a monthly average.

21.1.1 Medical Insurance

The District shall provide the eligible unit member with the agreed upon insured medical plan including dependent coverage. New unit members employed by the District after July 1, 2006 and eligible for health benefits subject to the required contributions by this agreement will be limited to either a Blue Cross HMO (high or low plan) or Kaiser HMO until they have completed two continuous years of employment. Upon completion of two continuous years of employment, the unit member shall have a one-time opportunity during the three (3) subsequent open enrollments to change to a Blue Cross PPO program. A unit member may exercise his/her eligibility for such change during the three (3) subsequent open enrollment periods.

21.1.2 For the health and welfare plan year 2008, unit members shall contribute on a tenths basis the same amounts as in plan year 2007 based on the plan coverage selected. The District will make the necessary contributions to cover all remaining plan expenses and to cover deficits from plan years 2006 and 2007.

21.1.3 For the health and welfare benefits plan year 2009, unit members shall be responsible for the following contributions toward the premium cost of medical plan benefits based on the plan and coverage selected by way of a tenths salary deduction:

Any PPO Plan	Unit member pays 15% of the actual premium cost
Blue Cross High HMO	Unit member only coverage pays \$450 plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 will pay 10% of the actual plan premium Unit member plus 1 family member coverage pays \$750 plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 who will pay 10% of the actual plan premium. Unit member plus more than 1 family member pays \$1000 plus 10% of the increase in premium over the prior year

	except for individuals hired after January 1, 2009 who will pay 10% of the actual plan premium.
Blue Cross Low HMO or Kaiser	<p>Unit member only coverage pays \$100 plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 who will pay 10% of the actual plan premium.</p> <p>Unit member plus 1 family member coverage pays \$350 plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 will pay 10% of the actual plan premium.</p> <p>Unit member plus more than 1 family member pays \$500 plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 who will pay 10% of the actual plan premium.</p>

The PPO-High plan will be modified by changing the office visit co-pay from \$15 per visit to \$20 per visit. The PPO-High and Low plans out of network deductible will be changed from \$500 x3 to \$750 x3. If for any reason, the parties are unable to implement these changes, an equivalent modification will be mutually agreed to.

21.1.4 For the plan year 2010 and thereafter pending negotiations, unit members shall be responsible for the following contributions toward the premium cost of medical plan benefits based on the plan and coverage selected by way of a tenthsly salary deduction:

Any PPO Plan	Unit member pays 10% of the actual premium cost.
Blue Cross High HMO	Unit member only coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 will pay 10% of the actual plan

	<p>premium</p> <p>Unit member plus 1 family member coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 who will pay 10% of the actual plan premium</p> <p>Unit member plus more than 1 family member coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 who will pay 10% of the actual plan premium</p>
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<p>Blue Cross Low HMO or Kaiser</p>	<p>Unit member only coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 will pay 10% of the actual plan premium</p> <p>Unit member plus 1 family member coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 who will pay 10% of the actual plan premium</p> <p>Unit member plus more than 1 family member coverage pays an amount equal to the prior year plus 10% of the increase in premium over the prior year except for individuals hired after January 1, 2009 who will pay 10% of the actual plan premium</p>
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21.1.5 Dental Insurance

The District will provide the unit member with an agreed-upon dental service plan, including dependent coverage.

21.1.6 Vision Care Insurance

The District shall provide the unit member with Vision Service Plan “B”, including dependent coverage.

21.1.7 Life Insurance

21.1.7.1 - The District shall provide a unit member with fully paid \$50,000 level term-life insurance policy. Coverage shall continue during the period of a District-approved unpaid leave of absence, if desired, at the unit member’s expense.

21.1.7.2 - The unit member insured under the master group contract may convert insurance to a private plan upon termination of employment or termination of group insurance because of a change in classification. The unit member must apply within thirty-one (31) days after the day the group life insurance terminates.

Section 21.2 – Health benefits Management Committee (HBMC)

21.2.1 - The intent of the Health Benefits Management Committee (HBMC) is to provide transparency and involvement with the health plans provided to certificated, classified and management employees. The committee will evaluate the performance of the plan consultant annually and either renew or select a new consultant for the health plans.

21.2.2 - The Association and the District shall designate the HBMC to select and monitor health benefits. The group will be composed of three (3) voting members from each Association (3 from A.P.L.E., 3 from C.S.E.A.) and six (6) from the District. HBMC members will be chosen by their respective associations. Each group may confer with outside consultants.

21.2.3 - The group will meet each month (4th week) to monitor and review expenditures of each of the selected health benefit plans. Those plans will include medical, dental, vision and life insurance. Meeting times may be modified by mutual agreement.

21.2.4 - The committee will develop and recommend to their respective bargaining team the proposed benefit package each year.

Section 21.3 Continuance - Retired Unit Members

21.3.1~~a~~ - Unit members who have served continuously for ten (10) years in the District and who retire under the Public Employees' Retirement System (PERS) Provisions (straight/disability retirement) after age fifty-five (55) may elect to have employee only medical and prescription drug plan continue on the same basis as unit members until such time the retiree reaches the age of eligibility for Medicare or other government-funded health insurance programs, or upon death of the retiree, whichever occurs first. Eligible retired unit members who have elected to continue

their medical and prescription drug plan may also, at their own expense, elect to enroll eligible dependents by submitting monthly payments to the District.

21.3.2 - Retired unit members who qualify under the provisions of section 21.3.1 above may elect to have the Dental coverage continue on the same basis as unit members for themselves and their dependents until such time the retiree reaches age sixty-five (65) or upon death of the retiree, whichever occurs first.

21.3.3 - Retirees are not covered by life insurance but may continue coverage at their own expense by contacting the insurance carrier and converting to a private plan within thirty-one (31) days of retirement.

21.3.4 - Retired unit members who qualify under the provisions of section 21.3.1 above may elect to have the vision coverage continue on the same basis as unit members until such time the retiree reaches age sixty-five (65) or upon death of the retiree, whichever occurs first.

21.3.5 – Unit members who retire after the ratification of this agreement but prior to July 1, 2008 will continue to make the same contribution level for the chosen plan as they paid during the 2008 plan year for the duration of their eligibility.

ARTICLE XXII: VACATIONS

Section 22.1 Eligibility

22.1.1 - Unit members shall earn vacation in accordance with the provisions set forth in this Agreement. Vacation benefits are earned on a fiscal year basis and are awarded at the beginning of consecutive years of District service. Advancement on the schedule below is based on original date of hire in the District amended by any breaks in service.

Consecutive Years of District Service	Work year (months)						
	10.0	10.5		11.0	11.25	11.5	12.0
½ - 5	10.0	10.5	10.75	11.0	11.25	11.5	12.0
6 – 7	10.75	11.25	11.75	12.0	12.25	12.5	13.0
8 – 9	11.75	12.25	12.5	12.75	13.0	13.5	14.0
10	12.5	13.25	13.5	13.75	14.0	14.5	15.0
11	13.25	14.0	14.25	14.75	15.0	15.25	16.0
12	14.25	15.0	15.25	15.5	15.75	16.25	17.0
13	15.0	15.75	16.0	16.5	16.75	17.25	18.0
14	15.75	16.5	16.75	17.5	17.75	18.25	19.0
15	16.75	17.5	17.75	18.25	18.75	19.25	20.0

22.1.2 - Part-time unit members working less than full-time (8 hours per day) shall have vacation prorated in the same ratio that their employment bears to full-time.

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

Section 22.2 Sick Leave for Additional Vacation Credit

22.2.1 - Unit members serving full-time for twelve (12) months who use five (5) days or less of sick leave in any one (1) fiscal year shall be granted one (1) additional day of vacation for that year.

22.2.2 - Unit members serving full-time for eleven (11) months who use four and one-half (4-1/2) days or less of sick leave in any one fiscal year shall be granted one (1) additional day of vacation for that year.

22.2.3 - Unit members serving full-time for ten (10) months or ten and one-half (10-1/2) months who use four (4) days or less of sick leave in any one (1) fiscal year shall be granted one (1) additional day of vacation for that year.

22.2.4 - "Hourly" part-time unit members who use forty percent (40%) percent or less of the amount of sick leave earned in any one fiscal year shall be granted vacation time equal to one (1) shift of their current month average hours worked.

Section 22.3 Vacation Scheduling

22.3.1 - Vacation schedules shall be subject to the approval of the immediate supervisor. Effort shall be made to enable vacation to be taken at times convenient to the unit member and least disruptive to the operation of the District. Unit members working less than twelve (12) months are entitled to and shall take their vacation during Christmas, spring recess and at other times approved by the immediate supervisor.

22.3.2a - *Vacation requests for the upcoming fiscal year may be submitted beginning May 1 of the current fiscal year. All requests received by May 31 shall be reviewed and approved or denied and written notice given to employee(s) within 10 working days. If more than one unit member in the same classification within a work unit requests the same time period for vacation, seniority shall prevail. Vacations already approved may not be rescinded based on vacation requests by other unit members, regardless of seniority, received after the May 31 date. (Change 08-09)*

22.3.2b - *Vacation requests received after May 31 may be granted, based on work unit staffing needs. Vacations shall be approved or denied and written notice given to employee(s) within 10 working days. Vacations already approved may not be rescinded based on vacation requests received at a later date, regardless of seniority. (Change 08-09)*

Section 22.4 Vacation Postponement

22.4.1 - Permanent unit members may interrupt or terminate vacation leave in order to begin another type of paid leave provided the unit member submits supporting documentation regarding the basis for such interruption or termination. The affected unit member may request 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.

22.4.2 - If a twelve (12) month unit member is denied a scheduled vacation (called back in), he/she shall be compensated at the rate of time and one-half (1-1/2) for all hours worked during the scheduled vacation period. In such case, vacation days not used will be reinstated.

22.4.3 - If for any reason, a unit member is not permitted by the District to take all or any part of his/her annual vacation, the amount not taken, shall be accumulated for use in the following year or be paid for in cash.

Section 22.5 - Vacation Carry-Over

22.5.1 - Except as provided in Section 22.4.3, any unit member who has been employed for more than one (1) year may, with the approval of the District, carry over five (5) days of vacation for use in the following fiscal year.

22.5.2 - Any unit member who has been employed more than five (5) years may, with the approval of the District, carry over ten (10) days of earned vacation for use in the following fiscal year.

Section 22.6 Holidays

When a holiday, as defined by this Agreement, occurs during the scheduled vacation of a unit member, the member will receive pay at the regular rate for the holiday and shall not be charged a vacation day for the absence on the holiday.

Section 22.7 Vacation Pay

Pay for vacation days shall be equivalent to the unit member's regular rate of pay at the time the vacation is taken.

Section 22.8 Vacation Pay Upon Termination

Unit members who have completed six (6) months of service at the time of separation from the District shall be entitled to lump sum compensation for all earned and unused vacation.

Effective July 1, 2007, unit members who have completed six (6) months of service at the time of separation shall be entitled to lump sum compensation for all earned and unused vacation accrued during their year of separation and the immediate prior year.

Section 22.9 Annual Statement

The District shall provide the unit member a written statement of accrued and used vacation hours. The statement shall be provided no later than October 30 of each year.

ARTICLE XXIII: HOLIDAYS

Section 23.1 Scheduled Holidays

Unit members shall be entitled to the following paid holidays as adopted annually by the District:

Independence Day	New Year's Day
Labor Day	Martin Luther King Jr. Day
Admissions Day - a day in lieu of	Lincoln's Birthday
Veteran's Day	Washington's Birthday
Thanksgiving Day	Spring Recess Day
The day after Thanksgiving	Memorial Day
Christmas Day	

Section 23.2 Additional Holidays

23.2.1 - The holiday in lieu of Admissions Day shall be designated as follows:

Admissions Day 2008 - December 26, 2008
Admissions Day 2009 - December 24, 2009

23.2.2 - The District shall also provide the following holidays:

January 2, 2009
December 31, 2009

Section 23.3 Eligibility

23.3.1 - A unit member shall be eligible for holiday leave provided he/she was in a paid status during the working day immediately preceding or succeeding the holiday. In order for a unit member to qualify for the Admissions Day in lieu of holiday, the unit member must have worked on the actual Admissions Day.

23.3.2 - Any holiday falling on a Saturday shall be observed on the preceding Friday. Any holiday falling on a Sunday shall be observed on the succeeding Monday. If a unit member is assigned on a workweek schedule other than Monday through Friday, and a holiday falls on the first day of his/her two-day break, he/she shall be given the preceding day off as his/her holiday. If the holiday falls on the second day of his/her two-day break, he/she shall be given the succeeding day off as his/her holiday.

Section 23.4 Holiday Compensation

A unit member who is required to work on the approved District holidays shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay; with the exception of Christmas, New Years Day, Thanksgiving, and Fourth of July which will be compensated at double the regular rate of pay.

ARTICLE XXIV: SAVINGS PROVISION

Section 24.1

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Section 24.2

Amendment, addition, or repeal of statutory guarantees provided in California or federal law within the scope of representation are cause for reopening of negotiations on article(s) affected.

In accordance with the signatures which follow, this Agreement has been adopted by the Board of Education and ratified by the exclusive bargaining unit.

Judy Miller, President

Allyson Holt, President

Carol Downey, Vice President

Nancy Lavalley, Team Member

Craig T. Olson, Clerk

Cheryl Townsend, Team Member

Karin Freeman, Trustee

Joan Miller, Team Member

Janice Wagner, Trustee

Job Suarez, Team Member

March 11, 2008
Date

APPENDIX A

Salary Schedules