



# **Oxnard Union High School District**

---

**CLASSIFIED EMPLOYEE AGREEMENT**

**2015 through 2018**

CLASSIFIED EMPLOYEE AGREEMENT

Between

THE OXNARD FEDERATION OF TEACHERS  
AND SCHOOL EMPLOYEES

And

THE OXNARD UNION HIGH SCHOOL DISTRICT

July 1, 2015 - June 30, 2018

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>PAGE</b>
ARTICLE 1. AGREEMENT AND RECOGNITION .....	1
ARTICLE 2. DEFINITIONS .....	2
ARTICLE 3. FEDERATION RIGHTS.....	3
ARTICLE 4. DISTRICT RIGHTS .....	5
ARTICLE 5. NON-DISCRIMINATION .....	6
ARTICLE 6. DUES OR FEES AND PAYROLL DEDUCTION .....	7
ARTICLE 7. EVALUATION .....	10
ARTICLE 8. PERSONNEL FILES .....	12
ARTICLE 9. PUBLIC CHARGES .....	13
ARTICLE 10. CLASSIFICATION OF EMPLOYEES .....	14
ARTICLE 11. HOURS AND OVERTIME .....	15
ARTICLE 12. VACATIONS AND HOLIDAYS .....	19
ARTICLE 13. LEAVES .....	21
13.1 Sick Leave.....	21
13.2 Personal Necessity Leave .....	21
13.3 Extended Sick Leave .....	22
13.4 Catastrophic Leave.....	23
13.5 Maternity Leave .....	24
13.6 Child Rearing Leave .....	25
13.7 Jury Duty .....	25
13.8 Extended Leave .....	26
13.9 Legislative Leave.....	26
13.10 Military Leave .....	27
13.11 Bereavement Leave.....	27
13.12 Industrial Accident and Illness Leave .....	28
13.14 Leave of Absence without Pay .....	29
13.15 Federation Leave.....	29
ARTICLE 14. TRANSFER .....	31
ARTICLE 15. PAY AND ALLOWANCES AND FRINGE BENEFITS .....	33
ARTICLE 16. EMPLOYEE SAFETY .....	35
ARTICLE 17. EFFECT OF LAYOFF .....	37
ARTICLE 18. PROMOTION .....	39
ARTICLE 19. GRIEVANCE AND ARBITRATION PROCEDURES .....	40
ARTICLE 20. PROGRESSIVE DISCIPLINE .....	44
ARTICLE 21. CONCERTED ACTIVITIES .....	48
ARTICLE 22. EFFECT OF AGREEMENT .....	49
ARTICLE 23. SAVINGS .....	50
ARTICLE 24. SUPPORT OF AGREEMENT.....	51
ARTICLE 25. COMPLETION OF MEET AND NEGOTIATION.....	52
ARTICLE 26. TERM AND RENEGOTIATIONS .....	53
SIGNATURE .....	54
APPENDIX A. DESCRIPTION OF CLASSIFIED BARGAINING UNIT .....	55
APPENDIX B. CLASSIFIED EMPLOYEE EVALUATION.....	57
APPENDIX C. AGREEMENTS.....	59

## **ARTICLE 1. AGREEMENT AND RECOGNITION**

- 1.1 This is an Agreement between the Oxnard Union High School District Board of Trustees, hereinafter referred to as "District", and the Oxnard Federation of Teachers and School Employees, Local 1273, hereinafter referred to as "Federation".
- 1.2 The District recognizes the Federation as the exclusive representative for that unit of employees described in Appendix A.
- 1.3 The representatives of the District and the Federation, having met and negotiated pursuant to the provisions of the Educational Employment Relations Act, have agreed to jointly and unanimously recommend to the Board of Trustees and unit members that the terms and conditions set forth in this agreement be adopted for the period beginning July 1, 2015 – June 30, 2018. The terms and conditions of the Agreement shall become effective only upon adoption by the Board of Trustees at an official meeting and following ratification by the unit.

## ARTICLE 2. DEFINITIONS

- 2.1 **"Employee", "bargaining unit member", "unit member"** shall mean an employee who is included in the appropriate unit as defined in Article I and therefore covered by the terms and provisions of this Agreement.
- 2.2 **"Day"** shall mean a day on which the District office is open for business.
- 2.3 **"Immediate administrator", "immediate supervisor", "principal"** shall mean the administrative or supervisory employee who is the immediate supervisor of the employee, or the supervisor's designee.
- 2.4 **"Workday"** shall mean a day on which employees are required to render service to the District.
- 2.5 **"Hourly Rate of Pay"** means the employees' daily rate of pay divided by eight (8).
- 2.6 **"Call Back Pay"** applies to either full or part-time employees who without previous scheduling are called back to work after already having been in attendance on that work day or are called in to work on a day when the employee would not be scheduled to work.
- 2.7 **"Board"** shall mean the Board of Trustees or its designated representative(s).
- 2.8 **"District"** shall mean the Oxnard Union High School District.
- 2.9 **"Disciplinary action"** includes any action whereby an employee is deprived of any classification or any incident of any classification in which he has permanence, including dismissal, suspension, demotion, or any reassignment to a lower classification, without his voluntary consent, except a layoff for lack of work or lack of funds. Disciplinary action does not include suspension pursuant to Education Code § 45304–i.e. when an employee is charged with a mandatory leave of absence offense or administrative leave.
- 2.10 **"Superintendent"** shall mean the chief administrative officer of the District, or designee.
- 2.11 **"Federation"** shall mean the Oxnard Federation of Teachers and School Employees.
- 2.12 **"Consultation"** shall be defined as an alternative to meeting and negotiating to include meetings between the District and the Federation on items of mutual or individual interest.

### ARTICLE 3. FEDERATION RIGHTS

- 3.1 **Facilities.** The Federation and its members shall have the right to use school facilities and equipment at reasonable times when not otherwise in use for the purpose of meetings concerned with the exercise of rights incorporated in the Agreement.
- 3.2 **Communications and Notices of Activities.** The Federation shall have the right to post notices of activities and matters of concern on a designated bulletin board at each of the schools; a copy of all materials to be filed with the principal within a reasonable period of posting.
- 3.2.1 The District shall provide an individual mail box for each unit member.
- 3.2.1.1 The District will provide the Federation with work e-mail addresses for all unit members. This list will be updated on a quarterly basis.
- 3.2.2 A Federation representative shall be allowed to make brief announcements at unit member staff meetings, provided said announcements are not political in nature, nor dealing with the negotiations process status.
- 3.2.3 The Federation President shall be allowed to make short, salutary remarks at the annual opening of school meeting for unit members and may designate the speaker.
- 3.3 **Federation Business.** The authorized representative of the Federation shall be permitted to transact official Federation business on school property at reasonable times not interfering with the educational process or District duties of the employee. The representative shall notify the school principal or site/program manager of his/her presence.
- 3.4 **Public Information.** The Board agrees to furnish, upon request of the Federation, all public information required by the Federation that is reasonably necessary for the Federation to fulfill its role as the exclusive bargaining representative.
- 3.5 **Membership List.** The district will provide to the Federation no later than the third week of each semester a membership list of all employee in the unit. This list will include names, home address, work location, classification, work phone number (if any) and whether the employee has elected to be a member of the Federation or agency payer.
- 3.5.1 The District shall provide the Federation with updated lists of current employees upon written request (not to exceed three annually).
- 3.6 **Board Meeting Notices.** The District shall provide the Federation with an electronic copy of the Board agenda booklet, less the confidential items and those materials that relate to negotiations. An electronic copy of the Board agenda booklet will be made available on the District's website. The determination of confidential items and materials that relate to negotiations will be left to the judgment and discretion of the District.
- 3.7 Within thirty (30) days of ratification of this Agreement by the Board of Trustees, the District shall provide copies to each unit member and pay 100% of the cost of printing copies of the contract. The printer will be selected by mutual agreement. The District and the Federation agree to the goal of making the Agreement available for unit member access on the District Website within 90 days of the ratification of this Agreement by the Board of Trustees. All side letters of agreement that are intended to be effective during any term of the Agreement shall be incorporated into this Agreement.

- 3.8 The Federation President or designee shall be permitted a reduced daily work-load, at a prorated reduced salary, provided that the President can be adequately replaced. The duration of said work-load reduction shall be: a fall or spring semester if the President is a certificated employee; or the first or second half of a fiscal year if the President is a classified employee. The Federation shall submit its written request for a work-load reduction, pursuant to this section, to the Superintendent not less than sixty (60) days prior to the start of said reduced service request.

#### **ARTICLE 4. DISTRICT RIGHTS**

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the fullest extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of its operation; determine kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, terminate, and discipline employees.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, or any other written agreement reached between the Federation and the Board, and then only to the extent such specific and express terms are conform with law.
- 4.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency shall be defined as an actual or threatened natural disaster, national emergency, act of God, epidemic, or concerted activity, as contemplated in Article 19.
- 4.4 The District will follow the requirements of the applicable Public Employment Relations Board cases on subcontracting should it wish in the future to contract out unit services, including but not limited to painting services.



## **ARTICLE 5. NON-DISCRIMINATION**

- 5.1 The District and Federation agree not to unlawfully discriminate against any unit employee on the basis of race, color, religion, national origin, sex, sexual orientation, age, politics, physical handicap, membership or participation in an employee organization. Alleged violations of this Article shall only be under the provisions of Article 19 (Grievance and Arbitration Procedures) of this Agreement if said violations involve a specific and express portion of this Agreement.

## ARTICLE 6. DUES OR FEES AND PAYROLL DEDUCTION

- 6.1 The District and the Federation recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on or discriminate against any employee for exercising nor not exercising the membership, participation or organizational activities rights guaranteed herein or for membership or non-membership in the Federation.
- 6.2 The District shall deduct from the pay of Federation members and pay to the Federation the normal and regular monthly Federation membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:
- 6.2.1 Such deduction shall be made only upon submission of the District form to the District Payroll Department, duly completed and executed by the employee.
- 6.2.2 The District shall not be obligated to implement any new Federation monthly dues deduction until the pay period commencing not less than thirty (30) workdays after such submission.
- 6.2.3 The District shall, on a monthly basis, draw its order upon the funds of the District in favor of the Federation for an amount equal to the total of the dues deduction made during the month and shall furnish the Federation a list of all employees affected, together with the amount deducted for each.
- 6.2.4 An employee may terminate Federation membership or voluntary dues deduction authorization at any time, but will still be subject to the service fee provision of 6.3. Said deduction cancellation shall be effective on the pay period commencing thirty (30) workdays after written submission.
- 6.2.5 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.
- 6.2.6 The Federation agrees to indemnify and hold harmless the District, its members, and each member of the management against any and all costs, losses, or damages because of civil or other action arising from the administration and implementation of these provisions. Any clerical errors will be corrected by the party making the error, with the provision that if any such dues are deducted from the pay of any employee and remitted to the Federation, and the employee does not owe same, the Federation shall refund the same to the employee and the District shall not be liable for any refund. The Federation agrees to furnish any information needed by the District to fulfill these provisions.
- 6.3 **Service Fee**
- 6.3.1 Any classified member who is not a member of the Federation, or who does not make application for membership within thirty (30) days of the effective date of this section or within thirty (30) days of the commencement of assigned duties shall pay a service fee to the Federation. A classified employee may become a Federation member at any time by following the procedure in 6.2 above.
- 6.3.2 The obligation to pay a service fee may be met by a monthly deduction from the classified employee's salary, by the classified employee's direct payment to

the Federation using a method established by the Federation, or if the classified employee is a religious objector, by complying with 6.3.6 through 6.3.9.

- 6.3.3 If a classified employee does not make application for membership within the prescribed time, make arrangements with the Federation for direct payment of the service fee, or submit proof of payment to a charitable organization as provided herein below, the Federation has a responsibility to inform the classified employee of his or her contractual obligations. If after proper notice the classified employee does not comply with the provisions of this Article, then the Federation shall notify the District and supply the District with proof of notice to the unit member. Upon receipt of such notice and proof, the District shall withhold the service fee from the unit member's salary and submit such fee to the Federation as provided in 6.3.4 below.
- 6.3.4 The service fee shall equal an amount not to exceed the standard initiation fee, periodic dues and general assessments of the Federation and shall be used only for those purposes permitted by law.
- 6.3.5 Any classified employee choosing to challenge the manner in which the chargeable portion of the service fee has been calculated shall do so according to the Service Fee Appeal Procedure established by the Federation pursuant to the regulations of the Public Employment Relations Board.
- 6.3.6 Notwithstanding the above, any classified employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee. However, any classified employee who qualified as a religious objector shall pay an amount equal to the service fee to one of the three following nonreligious, non-labor organization charitable funds:
  - 6.3.6.1 Oxnard Union High School Partnership Foundation
  - 6.3.6.2 American Cancer Society
  - 6.3.6.3 Special Olympics
- 6.3.7 A classified employee paying an amount equal to the service fee to one of the organizations listed above shall submit proof of such payments each year to the Federation. If such proof is not submitted in a timely manner, then upon receipt of notice and proof from the Federation, the District shall implement the provisions of 6.3.3 above.
- 6.3.8 It is recognized that the Federation, as exclusive representative of all classified employees, is required to represent all such employees fairly without regard to Federation membership or non-membership. However, any employee who holds religious objections pursuant to above, who requests the Federation to use the grievance procedure or arbitration procedure on his or her behalf, shall pay the Federation for such representation. The Federation shall charge the faculty member for the reasonable cost of using such procedure.
- 6.3.9 The Federation agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that in consideration of the Federation's obligation hereunder the District will notify the Federation in writing of any matter within seven (7) days of service thereof upon the District. The

District and the Federation shall both fully cooperate with each other on any matter commenced against the District. The Federation may, at its discretion, determine whether to defend, settle in whole or in part or appeal the matter.

6.3.10 **Remittance of Funds**

6.3.10.1 Funds deducted on behalf of the Federation pursuant to this Article will be remitted to the Federation within five (5) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.

6.3.10.2 The District will provide the Federation with a statement accompanying the remittance indicating the amount of the deductions during the preceding pay period and the amount to be remitted to the Federation.

## ARTICLE 7. EVALUATION

7.1 The purpose of the program of evaluation is to rate and attempt to improve the competence of the staff (individual unit members).

7.2 The program of evaluation shall apply to all unit members.

7.3 Probationary Employee

Each permanent classified employee shall be rated by his/her immediate supervisor in March each year unless he/she has been rated since the preceding February 1. The ratings will be made during an interview using the form in Appendix B. Additional ratings may be completed at the request of the supervisor or employee. The employee's signature on the report indicates only that he/she has seen the report not that the employee agrees with the evaluation.

7.3.1 A probationary employee shall serve a twelve (12)-month probationary period and receive an evaluation on or about quarterly intervals. The probationary period will begin on the first day of regular status employment (not temporary, substitute, limited and/or short-term employment). If the probationary period ends between February 1 and April 1, the probationary rating will be considered as the annual rating also. If the probationary period ends after April 1, the evaluation will be provided approximately two (2) weeks prior to the end of the normal probationary period.

7.3.2 If the district fails to complete an evaluation of a probationary employee during the probationary period will result in the employee being considered to have received 'meet the requirements'.

7.3.3 Failure on the part of the District to complete quarterly evaluations of a probationary employee does not obligate the District to retain the employee at any point in the probationary period.

7.4 The employee may, within ten (10) working days, respond in writing to an evaluation with which the employee is not in agreement. This response shall be attached to the evaluation in question.

7.5 Evaluation of the competence of unit members under this program shall include, but shall not be limited to, consideration of:

- 7.5.1 Quality of Work
- 7.5.2 Work Habits
- 7.5.3 Working Relations
- 7.5.4 Meeting Work Commitments
- 7.5.5 Demonstration of Initiative
- 7.5.6 Dependability and Reliability
- 7.5.7 Attendance
- 7.5.8 Safety
- 7.5.9 Communication Skills

7.6 Written evaluations and the summary assessment report of unit members shall include descriptions of unsatisfactory performance, if any, with specific recommendations for means of improvement and suggestions of available sources of assistance. Subsequently, one or more conferences shall be held with the employee to assist him/her in correcting deficiencies previously noted. A record of such conferences shall be

prepared by the evaluator for the file on the employee and a copy submitted to him/her.

- 7.6.1 Summary comments which indicate performance problems require that the supervisor note in detail when the specific or general concerns were previously shared.
- 7.7 A copy of the evaluation form is attached in Appendix B. It reflects the performance factors identified in 7.5 above. The Evaluator's comments section shall be used for narrative commentaries to reflect whether the employee's performance exceeds expectations, meets expectations, needs improvement, or is unsatisfactory.
- 7.8 Article 19 of this Agreement (Grievance Procedure) shall apply only to the procedures of this Article, and not to supervisory judgments or recommendations.

## ARTICLE 8. PERSONNEL FILES

### 8.1 Personnel File Contents and Inspection

- 8.1.1 Materials in personnel files of employees that may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Materials not signed and dated will be removed from the employees file unless it is noted that the employee refused to sign (evaluations and/or disciplinary actions that requires a signature or the employee is/was absent).
- 8.1.2 This material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 8.1.3 Every employee shall have the right to inspect these materials upon request, provided that the request is made at a time when the person is not actually required to render services to the employing district.
- 8.1.4 Materials placed in the file should be signed and dated.
- 8.1.5 Information of a derogatory nature, except materials mentioned in Section 8.1.2, shall not be entered or filed unless and until the employee is given notice, and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 8.1.6 Upon written authorization by an employee, a representative of the Federation shall be permitted to examine materials in said employee's personnel file.
- 8.1.7 Letters of commendation shall upon request be placed in personnel files.

## **ARTICLE 9. PUBLIC CHARGES**

A public charge is an allegation of wrongdoing by a unit member made by someone other than a student or an employee of the Oxnard Union High School District. The District will provide an opportunity for an employee to explain or refute public charges before an administrator prior to incorporating public charges in a disciplinary action.

If the employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employees has the right to request union representation. Management is not required to inform the employee of his/her Weingarten rights; it is the employee' responsibility to know and request. (NLRB vs. Weingarten, Inc. 420 U.S. 251, 88 LRRM 2689)



## ARTICLE 10. CLASSIFICATION OF EMPLOYEES

- 10.1 The District and the Federation will regularly consult on the titles, duties and qualifications of all bargaining unit classes.
- 10.2 Unless mutually agreed to by the parties, the District shall make only "housekeeping" type changes in the existing bargaining unit description such as title changes or the dropping of titles if classes are abolished.
- 10.3 Unless mutually agreed to by the parties, the District shall not make substantive changes in the existing bargaining unit description such as the deletion of positions from the unit into confidential, supervisory or management status designations.
- 10.4 With regard to classifications created after ratification of this Agreement, the parties shall attempt to agree regarding unit inclusion or exclusion. If they are unable to agree, the issue may be submitted by either party to the Public Employment Relations Board for resolution. If the parties agree that a newly created classification is to be included in the unit, they shall meet and negotiate regarding the salary range of said class.
- 10.5 Classified employees shall not be required to perform duties which are inconsistent with duties of their classification for more than five (5) working days within a 15 calendar day period without a salary adjustment.

## ARTICLE 11. HOURS AND OVERTIME

### 11.1 Work Schedules

- 11.1.1 **Workweek:** The regular workweek of a unit member shall consist of not more than five (5) consecutive working days (normally Monday-Friday). Employees assigned four (4) or more hours shall be compensated for any work required to be performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day at one and one-half (1½) times the employees' regular rate of pay. All employees regardless of assigned hours shall be compensated at one and one-half (1½) the employees regular rate of pay on the seventh (7<sup>th</sup>) day. All employees shall be compensated for any work required to be performed on holidays at two and one-half (2½) times the employees' regular rate of pay.
- 11.1.2 **Workday:** The length of a regular workday shall not exceed eight (8) hours. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable number of hours. Work schedules for employees shall be established, structured and directed by the District; said established schedule shall not be changed by the District without prior notice to the affected employee. Established work schedules shall be fixed by the District in order to meet its educational goals and objectives, and to function in an organized and efficient manner, as determined by the District.
- 11.1.2.1 Nothing contained herein shall preclude the District from establishing a work schedule involving ten (10) hours per day for four (4) days per week for classifications and positions it may select.
- 11.1.2.2 Established schedules may be changed after consultation with the Federation.
- 11.1.3 **Lunch Period:** Not less than a thirty (30) minute non-compensated lunch period shall be provided to employees who render service of at least six (6) consecutive hours per day. Said lunch period shall be assigned by the employee's immediate supervisor, normally to be taken at the conclusion of four (4) hours of daily service.
- 11.1.4 **Rest Period:** A fifteen (15) minute compensated rest period shall be provided to all employees within each four (4) hour period. The rest period described herein shall be taken according to an assignment schedule established by the employee's immediate supervisor. Under no circumstances are rest periods to be combined, accumulated, nor compensated for in lieu of utilization.
- 11.1.5 **Service Record:** Each employee shall prepare and sign a single monthly time report established by the District. Employees may retain a copy of these time sheets at the time the sheet is submitted. Employees will use the district's electronic absentee reporting system to record absences. If and when technology allows an electronic paperless means of recording time and attendance, the employee will use such medium for recording.
- 11.1.6 Bus Drivers will be allowed fifteen (15) minutes daily to be applied towards bus safety check-out.

11.1.7 Education Code § 45137 is applicable to classified employees who work a minimum of thirty minutes per day in excess of assigned time. This requirement is intended to give statutory benefits (holiday pay, vacation, sick leave) based on the higher amount of time. It intends to prevent an assignment of fewer than the regularly worked hours to restrict statutory benefits.

## 11.2 Overtime

11.2.1 **Overtime Rate:** The District agrees to compensate bargaining unit employees at the rate of one and one-half (1½) times the employees' regular rate of pay for each hour of work in excess of eight (8) hours per day or forty (40) hours per week, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

11.2.2 Whenever it is necessary for employees to work overtime as determined by the appropriate manager, such overtime shall be distributed as equally as is reasonable on the basis of those qualified employees assigned to a particular site or work station and pay shall be commensurate with overtime assignment. The District will post overtime assignments monthly and attempt to equalize overtime at the end of each semester. Except in emergency situations (defined as less than twenty-four (24) hours' notice), an employee may decline to work the offered overtime. If the overtime is offered with at least twenty-four (24) hours advance notice, an employee who declines said overtime shall have his overtime account credited with the declined hours, even though he/she shall not be paid for the credited hours.

11.2.2.1 Part-time employees may be assigned hours from potential overtime hours up to the point at which they would reach overtime.

11.2.2.2 Although the District performs contracted services including but not limited to payroll for the Associated Student Bodies at each of our comprehensive high schools, the Associated Student Bodies are separate employers from the District.

11.2.3 The system of assignment of overtime to be allocated to either custodial or grounds classification shall be done by Director, MOT or Operations Manager (whomever is the immediate supervisor) serving as the final vote in the event of a disagreement grievances concerning these matters shall be filed with the appropriate manager.

11.2.4 **Comp Time:** When compensatory time off is requested by the employee in lieu of cash compensation, such time off is to be computed at the going overtime rate of pay and may not be accumulated beyond forty (40) hours, year to date. In cases of compensatory time off, the District and the affected employee shall make a mutual and reasonable effort so that the employee can take the compensatory time off within twelve (12) months of the worked overtime. If the compensatory time is not utilized within twelve (12) months of when it was earned, it shall be paid for in cash upon the submission of an appropriate time sheet by the employee. No employee will be required to take Compensatory time off in lieu of a cash compensation.

- 11.3 **Shift Differential.** Any employee in the bargaining unit who works fifty percent (50%) or more of their shift between 4:00 p.m. and 6:00 a.m. or regularly assigned on Saturday or Sunday, shall be compensated with a shift differential of five percent (5%) An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift during winter and spring recess periods.
- 11.4 **Call Back.** An employee called back to work after completion of the regular assignment shall be compensated for not less than two (2) hours at the current overtime rate and given mileage reimbursement at the current rate.
- 11.5 **Standby Time:** Standby Time is defined as a period of time other than the unit member's normal work time when the unit member is requested by the District to remain at home or other suitable location where the unit member will be available for call in by telephone to respond to emergencies or other District needs. To be placed on Standby Time requires the consent of the unit member. Once consent is granted, the unit member is required to provide a telephone number for purposes of contact and commits to arrive at work within thirty (30) minutes of receiving a call to come to work. For each full day that a unit member is assigned to standby time, the unit member shall be compensated \$20.00 per day, with a seven (7) day minimum. If called to report to duty, Article 11 will be implemented accordingly.
- 11.6 **Work Calendar.** The District shall annually establish work calendars for the various durations of annual employee assignments (e.g., 10 month, 11 month and 12 month); said calendars shall not be established or modified without prior consultation with the Federation.
- 11.64.1 The Federation shall have the right to negotiate the calendar upon request.
- 11.64.2 Individual employee variations from these work calendars may be established by mutual agreement between the employee and the employee's immediate supervisor.
- 11.7 **Part-Time Employee Workday, Workweek.** A part-time employee work week shall consist of less than: forty (40) hours of District service per week, exclusive of any District designated lunch period; eight (8) hours of District service per day, exclusive of any District designated lunch period; or less than the prescribed annual work calendar for his/her classification established by the District.
- 11.74.1 The District reserves to its sole and exclusive discretion the right to determine the duration, frequency and nature of part-time employee service within the boundaries of existing law. Should OFT feel that the issue of part-time employee service is an issue, the matter shall be referred to consultation.
- 11.74.2 Vacant positions in nutrition services, which allow for additional hours, will be filled by those employees within the same classification with satisfactory evaluations and the most district-wide seniority.
- 11.74.3 The District will employ substitutes for positions of lesser hours, allowing the District employee to fill the absent position of greater hours. This too is subject to the District employee being qualified to fill the vacant position and subject to the site restrictions.
- 11.8 **Impact Days for Bus Drivers**  
Within ten (10) days of the ratification of this agreement, the District shall cease assigning bus drivers a low impact schedule that provided extended lunch in the driver's work schedule. The District may in the future reinstitute a low impact schedule upon sixty (60)

days written notice to the Federation provided that the District's Reserve for Economic Uncertainty is projected within the current fiscal year to fall below the state required minimum (currently 3%). Low impact will be lifted immediately when the District's Reserve for Economic Uncertainty rises above the state minimum.

11.9 The District will centrally advise ten (10) month classified employees of their work year prior to its beginning by May 31.

11.10 **Bus Driver Meal Reimbursement**

11.10.1 Bus Drivers shall be entitled to a meal reimbursement for dinner when a bus driver's normal assignment (currently commences at 6:30am) is extended past 6:30pm with no break in the assignment.

11.10.2 Bus Drivers shall be entitled to a meal reimbursement for lunch when a bus driver's assignment takes the driver out of Ventura County and the driver is required during their lunch period to stay with the students transported.

11.10.3 When a bus driver is entitled to reimbursement, in lieu of actual reimbursement, bus drivers shall be paid a meal stipend in the amount of \$15 for dinner and \$12 for lunch without the need to submit documentation.

11.10.4 The District and Federation acknowledge and agree that payment of the stipend called for above satisfies the District's obligations under Education Code section 44032 to provide meal reimbursement.

**ARTICLE 12. VACATIONS AND HOLIDAYS**

**12.1 Vacations**

12.1.1 All regular classified employees shall be granted a vacation with pay, as provided for herein.

12.1.2 Vacation shall be earned from the anniversary date of employment in accordance with the following schedule:

Years	Amount of Service*	Amount of vacation entitlement		
	Hours	10 mos	11 mos	12 mos
0-2	6.67	66.70	73.37	80.04
3-4	8.00	80.00	88.00	96.00
5-10	10.00	100.00	110.00	120.00
11	10.67	106.70	117.37	128.40
12	11.33	113.30	124.63	135.96
13	12.00	120.00	132.00	144.00
14	12.67	126.70	139.37	152.04
15-22	13.33	133.30	146.63	159.96
23-24	14.00	140.00	154.00	168.00
25 or more	15.34	153.40	168.74	184.08

\*See section 12.1.5 below

12.1.3 Employees working less than full time will earn vacation in proportion to the time worked.

12.1.4 Requests for extended vacation without pay may be approved only for emergencies and at the sole and exclusive discretion of the District.

12.1.5 Employees in their initial six (6) months are not, upon separation, entitled to vacation pay;

12.1.5.1 To be credited for vacation entitlement, a year of service shall mean a full and complete year of District employment, either ten (10), eleven (11) or twelve (12) months service depending on the nature of the assignment.

12.1.6 Ten (10) and eleven (11) month employees shall take their accumulated vacation during their period of annual employment. Except when the district deems that its work requires deviation, vacation for such employees shall be taken during the winter and spring holiday period.

12.1.6.1 Efforts will be made to enable vacation to be taken at times requested by and convenient to the employee consistent with the need of the District. An attempt will be made to approve and assign vacation periods in a manner which is fair to all employees. If a scheduling problem exists because of either the demands of District work or the number of employees preferring a particular time period, a rotating allocation will be used.

12.1.6.2 Employee vacation requests shall be in writing and approved or disapproved by the supervisor within ten (10) working days.

12.1.7 Employees, with a minimum of five (5) years in the District may, with approval of the supervisor and consistent with District work requirements, accumulate no more than 240 hours. Any issues arising due to employees accumulating over 240 hours, will be handled on a case by case basis.

12.1.8 If an employee's properly scheduled vacation is delayed by serious illness or injury, that employee may, with proper medical verification, reschedule the vacation with the supervisor's approval. If a vacation in progress is interrupted by serious illness or injury, those days may, with medical verification, be charged to accumulated sick leave.

## 12.2 **Holidays**

12.2.1 Regular classified employees shall have the following listed holidays when they fall within their work year. Employees must be in a paid status on the day before or after the holiday in order to qualify for the holiday pay:

Independence Day  
Labor Day  
Admission Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving (In lieu of Admissions Day)  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Martin Luther King Day  
Lincoln's Day  
Washington's Day  
Spring Recess  
Memorial Day

12.2.2 When one of the specified holidays falls on a Saturday, it shall be celebrated on the preceding Friday; when one of the specified holidays falls on a Sunday, it shall be celebrated on the following Monday.

12.2.3 Maintenance and operations personnel assigned to specialized work schedules shall be granted the same number of holidays as those working a regular Monday through Friday week. Working a four (4) day ten (10) hour day will not cause an employee to lose the holiday.

## ARTICLE 13. LEAVES

### 13.1 Sick Leave

- 13.1.1 Members of the bargaining unit absent due to illness or injury must follow procedures established by their immediate supervisor and record absence in the district's electronic absentee system to notify their department of intent to be absent, the nature of the illness or injury, and the anticipated duration of the illness. Except in the case of emergency, said notification shall be made not later than one-half hour prior to the start of the work shift.
- 13.1.2 Sick leave benefits will be granted to all regular classified employees without pay deduction, on the basis of one day's leave for each month of service. Sick leave may be used only for personal illness, injury or quarantine. Sick leave may also be utilized in order to allow the employee to care for the illness or injury of a child, spouse, or parent of the employee up to a maximum of 15 days annually including any personal necessity days taken under paragraphs 13.2.3 and 13.2.5.
- 13.1.2 Sick leave may be granted for absences due to medical or dental appointment, eye examinations or any professional medical services. An employee is to make an effort to schedule the appointment during off hours.
- 13.1.3 Employees working less than full time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.
- 13.1.4 If a member of the bargaining unit does not take the full amount of sick leave allowed in any year, the amount not taken shall be accumulated from year-to-year.
- 13.1.5 The employee shall provide, upon District request, verification of the use of these leave provisions. In instances of Sick Leave absence of six (6) consecutive days or more, an employee shall, upon completion of the District's absence form, attach a statement from his/her attending physician certifying the cause of absence.
- 13.1.6 An employee anticipating a future sick leave absence due to surgery or other predictable cause shall notify the District in writing as far in advance as possible of said absence, including appropriate medical verification.

### 13.2 Personal Necessity Leave

- 13.2.1 A maximum of seven (7) days of sick leave may be used in any school year for Personal Necessity Leave, including:
- 13.2.2 Death of a member of his/her immediate family, household member, close personal friend or a non-immediate family member (extension of bereavement leave).
- 13.2.3 Accident involving his/her person or property, or the person or property of a member of his/her immediate family or household member.



- 13.2.4 Appearance in court as a litigant. (Leaves of absence for court appearance as a witness, pursuant to subpoena, will be granted with pay pursuant to Section 13.7.1 and shall not be deducted from Personal Necessity Leave.)
- 13.2.5 Serious illness or accident to an immediate family member that requires the employee's absence from service (as restricted in 13.2 above.)
- 13.2.6 Personal Necessity Leave may also be utilized for compelling personal circumstances or business which cannot be expected to be disregarded, which cannot be dealt with during off-duty hours, which represent an imminent danger to the employee's immediate family/personal property, and which are not directly or indirectly related to any individual employee or Federation concerted activity (as referred to in Article 19 in this District or any other governmental or private agency).
- 13.2.7 Approval shall be obtained prior to the absence if at all possible. Upon return from an absence for personal necessity, as outlined above, the employees shall upon request file a written statement verifying the use of these leave provisions and record absence in the district's electronic absentee system.
- 13.2.8 Two of the seven (7) annual days of personal necessity may be used without prior approval and without written or verbal justification for said leave.

### **13.3 Extended Sick Leave**

- 13.3.1 A regular classified employee who is absent because of illness or accident beyond his/her accumulated sick leave shall be paid at the rate of fifty percent (50%) of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave, when added to his/her accumulated sick leave, shall not exceed 100 working days in the fiscal year. It shall not be cumulative and shall be exclusive of any other paid leave, holiday, vacation or authorized compensatory time to which the employee may be entitled. Absence because of accident or illness beyond the 100 working days shall be without pay.
- 13.3.2 The extended sick leave described above shall be granted to all regular classified employees on July 1 of each year. It shall be prorated for employees working less than a full year.
- 13.3.3 Upon the approval of the District, an employee may return to his/her work classification on a limited day basis following an extended sick leave, for a period of up to one (1) year, provided that said employee produces written verification from his/her attending physician which states that the employee can perform said limited day duties without impairment and without any increased susceptibility to industrial accident injury or illness.
- 13.3.4 An employee who is unable to return to work with a medical release at the termination of sick leave shall be placed on a 39 month re-employment list or may request an unpaid medical leave.

## 13.4 Catastrophic Leave

- 13.4.1 An employee who is suffering from a catastrophic illness or injury may request that eligible leave credits be donated for his/her use.
- 13.4.1.1 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
- 13.4.1.2 An employee who is suffering from a catastrophic illness or injury must request the donation of eligible leave credits in writing.
- 13.4.1.3 An employee suffering from a catastrophic illness or injury shall provide verification by means of letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of illness or injury.
- 13.4.1.4 A committee composed of two (2) members appointed by OFT and two (2) members appointed by the District shall determine that the employee is unable to work due to catastrophic illness or injury or has exhausted all accrued paid leave credits. When verification and determination have been made, the committee may then approve the transfer of vacation credit.
- 13.4.1.5 The maximum benefit to be received by any employee for any single catastrophic illness or injury is two (2) consecutive semesters.
- 13.4.1.6 Any employee who receives paid leave pursuant to this program shall use any paid leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.
- 13.4.2 Catastrophic illness or injury is also defined as an illness or injury which incapacitates a member of the employee's immediate family as defined in Education Code § 44985.
- 13.4.2.1 The catastrophic illness or injury must require that the employee take time off from work for an extended period of time to care for the immediate family member.
- 13.4.2.2 The employee must exhaust all accrued paid leave credits before using donated leave credits.
- 13.4.2.3 An employee whose immediate family member who is suffering from a catastrophic illness or injury must request the donation of eligible leave credits in writing.

- 13.4.2.4 The employee shall provide verification of catastrophic illness or injury for his/her immediate family member by means of a letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
  - 13.4.2.5 The Superintendent or designee shall determine that the employee is required to take time off work for an extended period of time to care for the immediate family member and has exhausted all accrued paid leave credits. When verification and determination have been made, the committee may then approve the transfer of accrued vacation credits.
  - 13.4.2.6 The maximum benefit to be received by any employee for any single catastrophic illness or injury of an immediate family member is one year.
  - 13.4.2.7 Any employee who receives paid leave pursuant to this program shall use any paid leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.
- 13.4.3 Employees may donate vacation credits to a specific employee when that employee or a member of his/her immediate family suffers from a catastrophic illness or injury, the employee is unable to work, and the employee has exhausted all accrued paid leave credits.
- 13.4.3.1 Eligible leave credits are defined as vacation time.
  - 13.4.3.2 Eligible leave credits are to be donated in full one-day increments.
  - 13.4.3.3 An employee wishing to donate accrued vacation to a specific employee under this agreement shall complete, sign, and deliver a form designating the number of vacation days to be donated; acknowledging that his/her transfer of used leave credits is irrevocable.
  - 13.4.3.4 The committee shall inform employees of the means by which donations may be made in response to the employee's requests.
  - 13.4.3.5 Vacation donations will be time and date stamped as received by the Human Resources Office. All vacation donations will be used in order of receipt. In the event that more vacation is donated than is needed, the vacation will be returned to donors in reverse order of receipt of donation.

## **13.5 Maternity Leave**

- 13.5.1 Absences due to maternity leave are treated in the same manner as other illness or disability.

- 13.5.2 When an employee is in active service to the District, at the onset of said illness or disability, accumulated sick leave may be used during that period of illness or physical disability as established and verified by the attending physician.
- 13.5.3 Not later than two (2) months prior to the expected date of delivery, notice of the anticipated absence shall be given to the supervisor in writing; such notice to be accompanied by a written statement from the physician establishing the dates of anticipated delivery and disability.
- 13.5.4 In the event the employee does not return to work when released from disability status by the physician, she shall request a child rearing leave.
- 13.5.5 No paid sick leave shall be allowed for absence beyond that disability period authorized by the physician.
- 13.5.6 Written requests for leave of absence without pay to begin at a period prior to the onset of disability related to birth, or following the end of the disability period after delivery, are to be made to the Superintendent as far in advance as possible, and in no event less than sixty (60) days in advance.

### **13.6 Child Rearing Leave**

- 13.6.1 An unpaid leave of absence shall be granted to an employee following the birth or adoption of an infant child.
- 13.6.2 An employee giving birth to, or adopting an infant child, may submit a request for an unpaid leave of absence for the purpose of child rearing. Said request shall be submitted in writing to the Superintendent or designee as far in advance of the requested commencement of the leave as possible.
- 13.6.3 Unpaid child rearing leave shall be for not more than six (6) months including the disability time period, if applicable.

### **13.7 Jury Duty**

- 13.7.1 The District agrees to grant to members of the bargaining unit regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours.
- 13.7.2 Employees, so called for jury duty, must notify the immediate supervisor of the service dates upon receiving said notice from officers of the court.
- 13.7.3 The District shall grant full compensation. Fees received by the employee, excluding travel and subsistence expenses, shall be remitted to the District.
- 13.7.4 Employees are required to return to work during the day, or portion thereof in which jury duty services are not required. An employee whose regular assigned shift commences at 4:00 p.m., or later, shall be relieved from work with pay in direct proportion to hours served that day on jury duty as verified in writing by officers of the court.

- 13.7.5 The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

### **13.8 Extended Leave**

- 13.8.1 A medical leave of absence without pay may be granted to a permanent employee who, because of extended illness or temporary disability, is unable to perform his/her assigned duties. A written request for medical leave of absence shall be submitted to the District Office through the immediate supervisor for approval by the Board of Trustees. An employee who has exhausted medical leave of absence shall be placed on a reemployment list for a period of thirty-nine (39) months. During the thirty-nine (39) months, when released for work, he/she must be employed over all other eligible candidates for positions in the classification of his/her previous assignment.
- 13.8.2 An employee who has been placed on a reemployment list who has been medically released for return to duty and who fails to accept an assignment in the classification held immediately prior to the start of extended leave shall waive the right to future notification of available openings.
- 13.8.3 An employee on an approved unpaid medical leave of absence may continue coverage under District insurance programs by making the necessary premium payments.

### **13.9 Legislative Leave**

- 13.9.1 A leave of absence shall be granted employees who are elected to the California State Legislature.
- 13.9.2 An employee covered by this Agreement who has achieved permanent status within the District is eligible.
- 13.9.3 An employee elected to the California State Legislature may request a legislative leave of absence to fill the term of office. Said requests shall be submitted not later than fifteen (15) days after being elected to office.
- 13.9.4 During the terms of Legislative Leave of absence, the employee may be employed by the District to perform less than full-time service requiring certification qualifications, for such compensation and upon such terms and conditions, as may be mutually agreed upon between the District and the employee on legislative leave.
- 13.9.5 Except as provided above, an employee shall receive no District compensation while on legislative leave.
- 13.9.6 The employee shall, within six (6) months of the expiration of the term of office, be entitled to return to the position held at the time of election. Return to service after leave except as otherwise noted in this agreement will entitle the employee to placement at the site and in the department from which the employee left, provided that a position exists at the site and in the department. If no position exists, then the involuntary transfer language will be used to determine who must be transferred. Reinstatement shall be made at the salary

to which the employee would have been entitled had legislative leave not been utilized.

### **13.10 Military Leave**

- 13.10.1 Members of the bargaining unit shall be granted any military leave to which they are entitled under law. Employees shall be required to request the District for military leaves in writing, including appropriate military orders, as far in advance as possible.
- 13.10.2 Employees expecting to receive such orders shall attempt to request service dates that will cause a minimum disruption to District operations.
- 13.10.3 Upon return to this position in the District the employee shall have all the rights and privileges which he or she would have enjoyed had he or she not been absent from the District. He will advance on the salary schedule as if he had been working full time.

### **13.11 Bereavement Leave**

- 13.11.1 Purpose. The purpose of Bereavement Leave utilization shall be for the death of a member of the employee's immediate family, a domestic partner, or the death of a relative. Immediate family shall mean: mother, father, grandmother, grandfather or grandchild of the employee or spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of the employee, or any relative living in the immediate household of the employee. Any state or federal law applicable to the Oxnard Union High School District, which expands this definition, will supersede this definition.
- 13.11.2 Employees exercising this leave of absence provision shall notify their immediate supervisor as soon as possible as to expected duration of the absence and, except by special arrangement; the days are to be taken at the time of the family member's death.
- 13.11.3 An employee shall be granted one (1) day of fully paid leave to attend the funeral of a close personal friend or of a relative, other than a member of his/her immediate family or household. A unit member may use personal necessity leave for the deaths of other than immediate family as listed above without prior approval.
- 13.11.4 An employee shall be granted up to five (5) days of fully paid leave for a death in the employee's immediate family. In addition, the District may grant the following bereavement leave benefits for a death in the employee's immediate family: for the sixth (6th) through the tenth (10th) consecutive day, half pay shall be granted if personal necessity leave is not used; for the eleventh (11th) consecutive day or more, the employee will receive no compensation.
- 13.11.5 Employees shall provide, upon District request, additional verification of the use of this leave provision.

### **13.12 Industrial Accident and Illness Leave**

- 13.12.1 Notwithstanding any other provision of this Article, only permanent employees of the District shall be eligible for Industrial Accident or Illness Leave as provided herein.
  - 13.12.2 An employee who has sustained a job-related injury shall report the injury on the appropriate District form to the immediate administrator if physically able to within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness.
  - 13.12.3 Allowable leave shall be for not more than sixty (60) working days in any one fiscal year for the same illness or accident.
  - 13.12.4 Allowable leave shall not be accumulated from year-to-year.
  - 13.12.5 Industrial Accident or Illness Leave shall commence on the first day of absence.
  - 13.12.6 Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
  - 13.12.7 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
  - 13.12.8 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.
  - 13.12.9 During any industrial paid leave of absence, the employee shall endorse to the District the temporary disability indemnity, checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. Upon conclusion of this industrial paid leave, an employee may utilize any available Sick Leave benefits providing that any Sick Leave utilization, when combined with any temporary disability indemnity shall not exceed one hundred percent (100%) of the employee's normal compensation.
  - 13.12.10 An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release form from the authorized Workers' Compensation physician certifying the employee's ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being.
- 13.13 **Family Leave.** The District agrees to comply with the State and Federal laws on Family Medical Leaves. The FMLA provides, among other things, that eligible employees (those who have worked 1250 hours in the previous year) may have unpaid leave of up to 12

workweeks for specific reasons without losing health benefits. Other paid leaves may be offset against the 12 week period.

### **13.14 Leave of Absence without Pay**

- 13.14.1 After completion of three (3) years of continued employment, a leave of absence without pay shall be granted to a permanent employee for up to one (1) year. This leave is not to be confused with employees who are either laid off or placed on a 39-month reemployment list for medical reasons.
- 13.14.2 An employee requesting such an extended leave of absence shall submit the request in sufficient time for the Superintendent's consideration and presentation to the Board of Trustees.
- 13.14.3 The granting of a leave of absence without pay gives to the employee the right to return to a position within their classification at the expiration of his/her one-year leave of absence.
- 13.14.4 When an employee returns to duty following a leave of absence without pay, he/she is entitled to all previously accumulated sick leave benefits. The employee shall return to the appropriate salary schedule placement based on the number of years of service not counting the time spent on unpaid leave.
- 13.14.5 The District will consider part-time unpaid leave to allow employees to enhance their educational background. However, this option will only be available when the work of the District can be accomplished as determined by the employee's immediate manager.

### **13.15 Federation Leave**

- 13.15.1 As defined and limited herein, up to eight (8) days per year of paid leave of absence shall be granted to the Federation President, or designee, for legitimate Federation purposes. Said leave may not be used for matters contemplated in Article 19 of this Agreement that involve the Oxnard Union High School District or any other public agency. Except in extenuating circumstances, two (2) days written and advance notice to utilize Federation Leave shall be submitted to the Superintendent.
- 13.15.2 In addition to the provisions in 12.12.1 above, the Federation may request eight (8) additional days of leave of absence per year for legitimate Federation business. Said leave may not be used for matters contemplated in Article 19 of this Agreement that involve the District or any other public agency. For days of leave granted pursuant to this subsection, the Federation shall promptly reimburse the District for substitute salary costs.



13.16 **Return to Service.** Notwithstanding any other provisions of sections 13.1, 13.2, 13.4, and 13.7 of this Article, an employee who has experienced an extended illness or injury absence, paid or unpaid, shall be permitted to return to service after said absence only upon presentation of a release from the attending physician certifying the employee's ability to return to his or her position classification without restriction or detriment to the employee's physical and emotional well-being.

In the event the District needs additional information to verify that the return to his/her position classification and the ability to perform the essential functions of the classification would not cause harm to the employee's physical or emotional well-being, the District may request the employee to provide or authorize the employee's Doctor to provide the District the information supporting the Doctor's release, which release shall be based upon the medical conditions supporting the ability to perform the essential functions of the position.

Should the employee decline to provide the information or authorize the employee's Doctor to provide the information, the District may at its expense require the employee to be examined by a District appointed physician. In the event that there is a disagreement between the District's doctor and the employee's doctor, the District and the Federation will work together to resolve the in accordance with past practice.

13.17 **Association Leave.** Classified Bargaining members will be granted leave "to attend any important organizational activity," but only if all of the following circumstances exist:

1. Federation makes the request for the leave;
2. The Federation has authorized the use of leave for that organizational activity;
3. The Federation provided "reasonable notification" when it requested the leave; and
4. Only a "reasonable number" of Classified Bargaining members are on this type of leave at a time.

The Federation—must reimburse the employer District for "all compensation," including retirement contributions, paid to any classified bargaining member on account of his or her use of association leave and must do so within ten days of the District's receipt of the District's certification of payment to the classified bargaining member.

Furthermore, association leave used for classified bargaining members s to serve as elected officers will only result in those classified bargaining members getting full service credit in PERS if the classified bargaining members/Federation officer made "a written request to the District for a leave of absence for the period of the elected-officer service" and the Federation reimbursed the employing District for its retirement contributions to PERS for the classified bargaining members during the association leave period.

## ARTICLE 14. TRANSFER

- 14.1 **Definition.** A transfer is defined as a change of job site but within the same position classification.
- 14.2 **Criteria for Transfer.** The following criteria shall be used in consideration of transfer requests:
- 14.2.1 The needs and efficient operation of the District.
  - 14.2.2 The qualifications including the experience and recent training of the staff member, compared to those of other candidates, for both the position to be filled and the position to be vacated.
  - 14.2.3 The length (seniority) of the service rendered to the District by the employee.
  - 14.2.4 Quality of service. Quality of service will be indicated by the most recent evaluation which cannot contain either a rating of needs improvement or unsatisfactory.
  - 14.2.5 The preference of the employee.
- 14.3 **Employee Initiated Transfer Requests.** Any permanent employee covered by this Agreement shall have the privilege of requesting a transfer to any job location within the same position classification, subject to the following conditions:
- 14.3.1 Submission of a request for transfer on the appropriate District form. Properly filed transfer requests shall be valid for one (1) year and shall be granted according to the transfer criteria in 14.2.
  - 14.3.2 An employee's request for transfer shall bear the signature of that employee's present immediate supervisor.
  - 14.3.3 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.
  - 14.3.4 An employee may request transfer to a vacancy within his/her classification that represents a longer work schedule, and such requests shall be given priority consideration.
  - 14.3.5 Voluntary transfer requests shall not be processed in situations that might impede the recall of laid-off employees.

#### 14.4 **Employer Initiated Transfers**

14.4.1 After consultation with the Federation, a transfer may be made by the District at any time for any of the following reasons:

14.4.1.1 A change of enrollment or workload necessitating transfer of classified staff.

14.4.1.2 Improved efficiency of the District.

14.4.2 Except in cases where a particular employee must be transferred involuntarily, when all transfer criteria are judged equal by the District, and when there is no suitable volunteer, the least senior employee within a given classification at a particular job site shall be involuntarily transferred.

14.4.3 An employee may request of the Superintendent or his/her designee a conference or a written statement regarding reasons for the involuntary transfer.

14.4.4 In the exercise of this right of involuntary transfer, the District shall not act in a manner that is arbitrary, capricious or discriminatory.

14.4.5 An involuntary transfer that results in additional travel for an employee of more than fifteen (15) miles per day round trip between either home and the new job site, or the old job site and the new job site (whichever is less), shall be paid a flat mileage rate of \$200.00 per year, or proportional fraction thereof for less than a full year of additional travel, as described herein; said mileage reimbursement shall not last more than two (2) full school years following the involuntary transfer.

14.5 Notice of all job vacancies available to candidates from within the District shall be posted on bulletin boards in prominent locations at each District job site and when the system is available also on the Website. Vacancies which occur at a result of filling the first vacancy internally shall be filled from that applicant pool. Vacancies occurring after the first applicant pool is exhausted shall be posted.

## ARTICLE 15. PAY AND ALLOWANCES AND FRINGE BENEFITS

- 15.1 All employees shall receive checks, electronic/direct deposits and/or electronically sent paystubs on the last business day of the month. Payroll changes are made during the pay period following the one in which they occurred. Ten and eleven month employees, at their discretion, may elect to have their pay prorated over a twelve (12) month period dependent on the ability of the County to perform such service.
- 15.2 The District shall pay the full cost of the purchase, lease rental, maintenance or replacement of uniforms required by the District to be worn by bus drivers.
- 15.3 District will provide coveralls for those positions requiring them (mechanics, plumbers).
- 15.4 In positions where the safety of an employee could be enhanced by steel toed shoes, the District will provide the shoes annually or as needed. However, it will be necessary for all employees within those classifications to wear the appropriate equipment or it will become a disciplinary incident.
- 15.5 Compensation for meals and mileage while away on duty shall be compensated as established by Board policy. If the I.R.S. is greater, the Board will review the rate and provide a response and/or justification to OFTSE.
- 15.6 Except as provided for in Section 15.7 below for the duration of this Agreement, the District shall maintain the current fringe benefit program for all current and retired employees, except as modified by mutual agreement.
- 15.6.1 Ten (10) years of service required for 100% payment at six to seven (6-7) hours. Fifty percent (50%) payment at four (4) hours.
- 15.6.2 The District will fund one hundred percent (100%) of the health and welfare benefits to classified employees who complete ten (10) years of service with at least six (6) full years in a six (6) hour position.
- 15.7 The fringe benefit program shall include: Dental, Medical, Life and Vision insurance.
- 15.8 A classified employee of the District hired with an effective date of July 1, 2004 or later including all those who will be hired on probationary, substitute or temporary contracts for the 2004-05 year or later will not be eligible for post-retirement health benefits. Those permanent or probationary employees hired earlier will be eligible when he or she reaches the age of fifty-five (55), has worked a minimum of fifteen (15) years in the District, and retires from the District. The health policy shall be the same as that supplied to active employees in OUHSD.
- 15.9 The Classified Unit shall have representation on any committee that is in existence or is established to study/review/or propose changes to the health benefit program, i.e. coverage and/or carrier.
- 15.10 **Salary Schedule Parity Agreement.** The District agrees for the duration of this agreement to provide the percentage amounts generated from the certificated formula. If the

certificated formula indicates that reductions are necessary, the District agrees to meet with OFT and consider mutual alternatives prior to implementing any layoffs or reductions in hours. Should the certificated salary formula be discontinued, classified employees shall receive the same salary adjustments as certificated employees.

- 15.11. Monthly longevity benefits will be \$75 after five (5) years; \$200 after ten (10) years; \$300 after fifteen (15) years; \$400 after twenty (20) years; and \$525 after twenty-five (25) years, \$650 after thirty (30) years, and \$750 after thirty-five (35) years. These calculations will be prorated and made according to past practice. Longevity increments shall be increased by the percentage of the salary adjustment in any given school year.
- 15.12 The District believes that all classified employees shall be paid competitively when compensation is compared with school districts and the labor market in Ventura County. The consultation process will continue to be the vehicle for the cooperative exploration of classification issues. Those classifications which have been reclassified will not be eligible for reconsideration for (3) years. The reclassification requirement will be suspended until June 30, 2011 and resume for the 2011-12 school year.
- 15.13 Those employees (other than current drivers) who obtain and or maintain a bus driver's license will be paid \$50 monthly provided that those employees drive when called upon by the District. Additionally, an employee who elects to obtain a bus driver's license will receive no payment for time spent in the training process. The District may restrict the numbers of those receiving compensation for holding these licenses to five or greater.
- 15.14 The District agrees to institute an IRC 125 program which would allow pretax contributions for child or elder care expense.

## ARTICLE 16. EMPLOYEE SAFETY

- 16.1 It shall be the employee's responsibility to report to the principal or designee any observed unsafe physical conditions in the buildings or on the school premises.
- 16.1.1 After verbal notification to the supervisor, the employee shall file an OPRA request.
- 16.1.2 Validated OPRA requests shall be done within a reasonable period of time.
- 16.2 It shall be the employer's responsibility to: investigate employee reports, as described herein, and assess the physical condition reported; and to take appropriate action and correct unsafe conditions whenever financial resources allow and when it is administratively practical following appropriate safety condition regulations as set forth by the California Occupational Safety and Health Act, Board policy and administrative regulations of the District.
- 16.3 It shall be the obligation of each employee to work in a safe manner and not create hazards.
- 16.4 It shall be the responsibility of any employee who is the victim of an assault or battery in connection with his/her employment to:
- 16.4.1 Verbally report the incident to the principal and/or immediate supervisor at the earliest possible time.
- 16.4.2 Submit a written report of the incident to the principal and/or immediate supervisor at the earliest possible time.
- 16.5 It shall be the responsibility of the principal and/or the immediate supervisor to report the incident to the Superintendent's office and such other authorities as deemed appropriate with the least possible delay.
- 16.6 It shall be the responsibility of the District to provide, upon request by the involved employee(s), appropriate non-confidential information relating to an incident of assault and/or battery.
- 16.7 Except in disaster or emergency situations, the District shall not require an employee to work in a life-endangering condition.
- 16.8 In the event that unhealthful conditions cause the dismissal of students and certificated staff members, classified personnel shall be dismissed from their duties, without loss of pay for the remainder of the day, after safe departure/delivery of students.
- 16.9 Classified personnel shall be allowed to participate in all disaster and earthquake drills, including leaving the campus or work locations for the remainder of the day if students and certificated personnel are allowed to do so.
- 16.10 To the extent required by law or otherwise in the absolute discretion of the District, when an employee is included in litigation which asserts liability for non-intentional or non-willful acts occurring within the course and scope of employment, the District will provide a defense if the employee gives the District control of the litigation including but not limited to the right to compromise and settle the matter on terms acceptable to the District.

- 16.11 District management will annually review work sites for safety considerations.
- 16.12 Employees may be reimbursed for personal equipment, vehicle or clothing damaged or stolen to a maximum amount of \$500. This amount will be reimbursed only if the employee has registered the personal equipment with the principal. It will be the responsibility of the unit member to report the vandalism immediately, so that a reasonable determination may be made that the vandalism occurred at that time on District property. It will also be the responsibility of the unit member to file and provide a copy of a police report to the District as a condition of reimbursement. The amount of reimbursement to the unit member will be limited to the amount of the unit member's insurance deductible or five hundred dollars whichever is less. No unit member may receive reimbursement for vehicle damage more than once every six (6) months.
- 16.13 OFTSE will be included in a meeting of the District principals to review how best to include District maintenance personnel in the site and District readiness notification plans.

## ARTICLE 17. EFFECT OF LAYOFF

### 17.1 Layoff and Reemployment

- 17.1.1 **Reason for Layoff.** The District will notify the Federation of any contemplated layoff due to lack of funds or lack of work. The only reason for layoff or a reduction of assigned hours shall be lack of funds or lack of work.
- 17.1.1.1 Length of service shall mean all hours in paid status, exclusive of overtime.
- 17.1.2 **Notice of Layoff.** Consistent with Education Code section 45117, any layoff shall take place upon sixty (60) calendar days written notice. Any notice of layoff shall specify the reason for layoff, the identity by name and classification of the employee designated for layoff and information on his/her displacement rights, if any, and reemployment rights.
- 17.1.3 **Order of Layoff.** Layoff or a reduction in assigned hours will be based on seniority which shall be determined by the date of hire and the first date of service within a classification. Those laid off would be eligible for reemployment for a period of thirty-nine (39) months in inverse order of layoff.
- 17.1.3.1 When a laid off employee exercises his or her right to bump into a classification or position which the employee currently or previously has served, the least senior employee within a classification is bumped regardless of the number of hours associated with that position.
- 17.1.4 **Equal Seniority.** If two (2) or more permanent employees subject to layoff have the same date of hire within the classification, the layoff determination of rights shall be by lot.
- 17.1.5 **Reemployment Rights.** Permanent laid-off employees are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over other employment in the classifications affected by the layoffs.
- 17.1.6 **Notification of Reemployment.** An employee who is laid off and is subsequently eligible for reemployment as provided for herein shall be notified in writing by the District.
- 17.1.7 **Employee Notification to the District.** An employee shall notify the District in writing of his/her intent to accept or refuse employment within ten (10) working days following receipt of the reemployment notice. Failure by the employee to tender the written notice to the District within ten (10) days as provided for herein, shall be deemed a refusal of employment by said employee. The laid-off employee may decline two (2) offers of employment before relinquishing his/her position on the list. If an employee on a reemployment list refuses the second offer of employment, no additional offers will be made, and the employee shall be considered unavailable for work and have waived any and all reemployment rights.



- 17.1.8 **Reemployment.** Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months rights to the higher position.
- 17.1.9 Layoff, as used herein, shall refer to separation from service or reduction in assigned time.
- 17.1.10 Subject to insurance carrier approval, fringe benefit coverage, if currently provided, shall continue for thirty (30) days for those unit permanent members who have worked a full school year and who are given layoff notice as a result of a reduction in force action by the Board on or before June 1 of the previous school year, provided said employee does not accept gainful employment elsewhere during the thirty (30) day period.
- 17.1.11 Employees given a notice of intended non-reemployment shall be entitled to use three (3) days of available personal necessity leave for purposes of bona fide job interviews with other prospective employers.
- 17.2 The District and the Federation each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter related to reduction in force actions and effects related thereto even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 17.3 The District agrees in those instances where technology causes the elimination or reduction of positions to address alternatives to layoff with OFT. Such alternatives will include but not be limited to retraining or transfer to other positions in which the impacted employee meets the minimum qualifications.
- 17.4 The District will not oppose unemployment benefits for any unit member who is no longer employed by the District as a result of layoff

## ARTICLE 18. PROMOTION

- 18.1 **Definition.** Promotion shall be defined as a higher classification within the same job family and within the bargaining unit.
- 18.2 **Posting of Notice**
- 18.2.1 Notice of all job vacancies available to candidates from within the District shall be posted on the Website and in such other locations as the District determines will increase the available pool of candidates. Vacancies which occur at a result of filling the first vacancy internally shall be filled from that applicant pool. Vacancies occurring after the first applicant pool is exhausted shall be posted.
- 18.2.2 The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy.
- 18.3 **Filing**
- 18.3.1 Any permanent employee in the bargaining unit may file for the vacancy by submitting a District application form to the Human Resources Division within the filing period.
- 18.3.2 Human Resources Division shall send a copy of all published recruitment bulletins to the Federation. It is agreed by the Federation and District that such submission to the Federation is a good faith effort by the District to notify bargaining unit members that a promotional vacancy exists and the Federation agrees that it shall not support a grievance due to a failure to post a recruitment bulletin at a job site, due to any action or infraction by a bargaining unit member.
- 18.3.3 Interview committees for filling unit positions shall include Federation representatives if such representatives are willing to serve. OFT shall provide the District a panel of qualified representatives for each classification.
- 18.4 **Return.** A promoted employee who is unsuccessful in the higher class shall have a right of retreat to the prior class, if and when the position is available during the probationary period provided the employee is not attempting to avoid disciplinary action because of service rendered in the promotional class.
- 18.5 The District agrees to encourage promotional opportunities within the District by interviewing unit members who best meets the posted qualifications for open positions.

## ARTICLE 19. GRIEVANCE AND ARBITRATION PROCEDURES

### 19.1 General Provisions

19.1.1 A grievance is defined as an alleged violation, misapplication or misinterpretation by a unit member or the Federation that the District has violated a specific term of this Agreement and that by reason of such violation the grievant believes that unit member rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

19.1.2 The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

19.2 **Informal Level.** Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve it by means of an informal conference with grievant's immediate administrator. Either the grievant or the immediate administrator may have a witness present at said informal conference providing twenty-four (24) hours advance notice is given to the other party.

### 19.3 Formal Level

#### 19.3.1 Level I

19.3.1.1 If an employee or the Federation wishes to initiate a formal grievance, the employee or Federation must do so within ten (10) workdays after the occurrence of the act or omission giving rise to the grievance by presenting such grievance in writing to the immediate administrator. If neither the grievant nor the Federation had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the ten (10) day time limit shall begin to run on the date upon which either the grievant or Federation knew or could with reasonable diligence have known of the occurrence.

19.3.1.2 The written statement shall be a clear and concise statement of the grievance, including the specific provisions of the Agreement alleged to have been violated, misapplied or misinterpreted; the circumstances involved; and the specific remedy sought. The written statement described herein shall be submitted on a jointly-developed Grievance Form provided by the District, and said statement shall not be changed at later levels of the grievance and arbitration procedure, as described in this Article.

19.3.1.3 Either party may request a personal conference with the other party. The administration shall communicate a decision to the employee in writing within ten (10) workdays after receiving the grievance and such action will terminate Level I.

19.3.2 **Level II**

19.3.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or designee within ten (10) workdays after the termination of Level I.

19.3.2.2 This written appeal described herein shall be submitted on a Level II Grievance Form provided by the District, and shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request a personal conference.

19.3.2.3 The Superintendent or designee shall communicate a written decision within ten (10) workdays after receiving the appeal and such a decision will terminate Level II.

19.4 **Level III - Mediation**

19.4.1 If the OFT or District elects, the grievance may be referred to a mediator from the State Mediation and Conciliation Service. Both the OFT and the District agree to participate in the process in good faith in an attempt to reach an equitable resolution.

19.4.2 Either the District or the OFT may contact SMCS for the assignment of the mediator. A meeting will be scheduled as soon as calendars can be arranged.

19.4.3 If the OFT and the District agree, they may use an alternative to the SMCS.

19.4.4 The costs of mediation are to be borne equally.

19.5 **Arbitration**

19.5.1 A grievance which is not settled at Level III, and which the Federation desires to contest further, shall be submitted to binding arbitration as provided herein, but only if the Federation gives written notice to the District of its desire to arbitrate the Grievance within ten (10) workdays after the termination of Level II. It is expressly understood that the only matters which are subject to binding arbitration are grievances as defined above which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District prior to Level II shall not constitute a waiver by the District of a defense that the dispute is not grievable. However, District failure to raise such an arbitrability or grievability issue at Level I shall constitute a waiver of non-arbitrability or non-grievability at subsequent levels of this procedure.

19.5.1.1 Upon the mutual and written agreement of the District and the Federation, the parties may elect to utilize the expedited arbitration procedures of the American Arbitration Association.

19.5.2 **Selection of Arbitrator.** The District and the Federation agree to request from the State Mediation and Conciliation Service an odd numbered panel of arbitrators qualified to render a decision in the public schools of California. The

order of striking shall be determined by lot. The last name remaining shall serve in accordance with the procedures of SMCS. If either the District or the Federation wants to reject the entire list before striking, a request for another panel will be forwarded to SMCS. If for some reason that arbitrator cannot serve, a new list shall be requested from SMCS and the above process begun again.

19.5.3 **Motion to Dismiss.** The District may claim that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed in violation of the time limits provided for herein, or that the dispute has become moot, or that a party has breached the confidentiality provisions.

19.5.4 **Limitations Upon Arbitrator.** The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misapplication, and misinterpretation of this Agreement in the respect alleged in the Grievance. In determining whether the District has violated an express term of this Agreement, the standard of review for an arbitrator is to be whether the District acted in an arbitrary, capricious or discriminatory manner. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs.

19.5.4.1 This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he consider it his function, to decide any issue not submitted or to so interpret or apply the Agreement as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be considered relevant evidence. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his opinion such decision or award is fair or equitable.

19.5.4.2 No decision rendered by the arbitrator shall be retroactive beyond one year prior to the ten (10) day period specified in Level I of the grievance procedure.

19.5.4.3 The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

## 19.6 **Arbitrator's Decision, Board Review**

19.6.1 The decision of the arbitrator within the limits herein prescribed shall be binding.

- 19.6.2 The grievance and arbitration procedure described above is to be the Federation's and a unit member's sole and final remedy for any claimed breach of this Agreement.
- 19.6.3 Disciplinary matters will remain subject to the provisions of Article 20, Progressive Discipline
- 19.7 **Expenses.** All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.
- 19.8 **Failure to Meet Time Limits.** Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level I as a result of the summer recess.
- 19.8.1 In the event that a time line is not met, the grievant may elect to proceed to the next higher level of this procedure.
- 19.9 **Federation Representation.** In situations where the Federation has been requested in writing not to represent the grievant, the District shall not agree to a final resolution of the grievance until the Federation has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.
- 19.10 **Reasonable Released Time.** Grievance meetings normally will be scheduled by the District so as not to conflict with assigned duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's Central Office, the District shall provide released time with no loss of pay to one authorized representative of the Federation so that the session can be accommodated within such business hours.
- 19.11 **Confidentiality.** In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed until it is processed through binding arbitration, neither the grievant nor the Federation nor the District shall make public either the grievance or evidence regarding the grievance.
- 19.12 **No Reprisal.** There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.
- 19.13 **Grievance Files.** The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file and the name of the grievant struck from uses of the materials/records.

## ARTICLE 20. PROGRESSIVE DISCIPLINE

- 20.1 The District has the right and responsibility to take disciplinary action where there are instances of misconduct, or refusal to obey the laws of the State or regulations prescribed for the government of public schools by the State Board of Education, the Governing Board of the Oxnard Union High School District, administrative rules, or this agreement.
- 20.2 "Disciplinary action" includes any action whereby an employee is deprived of any classification or any incident of any classification in which he has permanence, including dismissal, suspension, demotion, or any reassignment to a lower classification, without his voluntary consent, except a layoff for lack of work or lack of funds. Disciplinary action does not include suspension pursuant to Education Code § 45304: i.e. when an employee is charged with a mandatory leave of absence offense or administrative leave.
- 20.3 Employees with permanent status shall be progressively disciplined. Probationary employees may be released summarily.
- 20.4 The employee shall be informed by written notice of the specific charges against him or her in compliance with Education Codes § 45113 and 45116: i.e. be given a statement of his or her right to a hearing on such charges, and the time within which such hearing may be requested which shall be not less than five (5) days after service of the notice to the employee. The notice shall include a card or paper which when signed constitutes a demand for hearing and a denial of all charges. Employees may be relieved of responsibility prior to a hearing either with or without pay.
- 20.5 Serious violations of 20.6 shall bypass the progressive discipline procedures.
- 20.6 Grounds for discipline of any person employed in the classified services include, but are not limited to, the following:
- (a) Continued unsatisfactory performance of duties of his/her position.
  - (b) Insubordination (including, but not limited to, refusal to do assigned work).
  - (c) Negligence in the performance of duty or in the care or use of District property.
  - (d) Offensive, or abusive conduct or language toward other employees, pupils, the public, or any willful failure of good conduct tending to injure the public service.
  - (e) Dishonesty.
  - (f) Possession of an open container or consumption of alcoholic beverages on the job, or reporting for work while being under the influence of alcohol.
  - (g) Possession of, abuse of, being under the influence of, or current addiction to a controlled substance.
  - (h) Engaging in political activity during assigned hours of employment (Education Code § 7054)
  - (i) Conviction of any offense contained in Education Code § 44940.
  - (j) Conviction of any crime involving moral turpitude.

- (k) Repeated unexcused tardiness or chronic absenteeism or abuse of leave privileges.
- (l) Falsifying any information supplied to the District, including but not limited to information supplied on application forms, employment records, or any other District records.
- (m) Persistent violation or refusal to obey safety rules or other regulations made applicable to public schools by the District or by any appropriate State or local governmental agency.
- (n) Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- (o) Willful or persistent violation of rules and regulations of the District.
- (p) Abandonment of position (absence without leave for more than five [5] days)
- (q) Advocacy of overthrow of Federal, State, or local government by force, violence, or other unlawful means.
- (r) Inability to perform the essential functions of the position with reasonable accommodation
- (s) Possession of a weapon, threatening other employees or students, engaging in any behavior which suggests that the employee could ~~be~~ harm ~~to~~ himself or others

20.7 Appeal Process: An employee has the right to appeal a recommendation for disciplinary action. The following hearing process will be utilized. Such appeal may be initiated by the employee by filing a written request on a form provided by the District with Human Resources within five (5) working days of the issuance of such a recommendation. The District has the burden of proof.

20.8 Progressive discipline shall include the following:

- 20.8.1 Level 1. A verbal warning from site and/or District administrators at a meeting where an OFT representative may attend should the unit member so request. The administrator shall maintain a record of the warning in a site file.
- 20.8.2 Level 2. Written warnings shall not be subject to the hearing process contained below. Written warnings shall be signed by the unit member receiving them, placed in the site file, and attached to any subsequent discipline of the unit member for inclusion in the unit member's site file to be used for support of disciplinary actions. A unit member may attach a rebuttal to the written warning. Both the warning and the rebuttal shall be placed in the site file.
- 20.8.3 Level 3. A written reprimand may be issued for a repeated infraction or violation. A written reprimand shall be signed by the unit member and placed in the personnel file. The unit member may respond in writing and have that writing attached to the reprimand and placed in the personnel file.



- 20.8.4 Level 4. A unit member may be suspended without pay, or have other corrective disciplinary action(s) consistent and appropriate for the type and severity of the offense. The employee shall sign the Level 4 notification.
- 20.8.5 Level 5. A unit member may be terminated for serious or repeated violations.
- 20.8.5.1 If a unit member requests a hearing, a panel of three (3) Oxnard Union High School District employees shall be appointed to review the evidence and determine whether discipline is appropriate. It shall be within the authority of the panel after having reviewed the evidence to recommend to the Board of Education whether the discipline is appropriate. Prior to the presentation of the case, at the request of either the District, the Federation, or the accused unit member, a mandatory settlement conference shall be held to explore a possible compromise. Settlements shall be in writing.
- 20.8.5.2 The panel shall be composed of one member appointed by the District, one member appointed by the OFT, and one member appointed by the two (2) panel members from a pool of trained classified/paraeducator disciplinary panel members appointed bi-annually by the OFT and the District.
- 20.8.5.3 Unit members shall be entitled to representation. However, the District and the Federation intend that hearings not be courtroom dramas. The formal rules of evidence don't apply, and only key witnesses will be allowed to testify in front of the panel. All others will have their testimony conveyed to the panel by oath or affirmation given under penalty of perjury (a declaration). In the event of a dispute over whether a witness may testify, the panel's determination shall be final. The total time for the hearing is restricted to two (2) hours (unless the panel specifically determines additional time is necessary). The panel shall cause an audio recording to be made of the entire proceeding which shall serve as the official record. Copies shall be made available to both the Federation and the District. The Board may order a transcript of the hearing prepared for its review and use that transcript in lieu of the audio recording.
- 20.8.5.4 Order of Case
- Opening Statement
  - District presentation of witnesses and evidence.
  - Panel questions.
  - Accused questioning. (Limited to ten (10) minutes without panel approval for extension.)
  - Accused presentation of witnesses and evidence.
  - Panel questions.
  - District questioning. (Limited to ten (10) minutes without panel approval for extension.)
  - District final statement.
  - Accused final statement.
  - Panel questions on any topic (optional).
- 20.8.5.5 The panel shall provide a written recommendation for discipline

which contains findings of fact on key issues within five (5) calendar days of the hearing.

- 20.9 It is intended that the decision of the panel is advisory upon the Board of Education. The Federation, the unit member, or the District may appeal the recommendation of the Panel to the Board of Education with five (5) days of the final decision by stating the grounds of the appeal in no more than two double spaced pages.
- 20.10 The Board of Education may allow additional evidence, or make its decision based upon the panel's findings of fact and/or record of the prior hearing. Any deliberations of the Board shall be confidential; however any new evidence considered by the Board shall be in the presence of the unit member and/or the Federation. If the Board determines that the discipline is not warranted, no record of the incident leading to the proposed discipline shall be contained in the unit member's personnel file.
- 20.11 The Board shall prepare findings of fact and issue a written decision. The burden of proof shall remain with the District provided however, that the Board's final determination of the sufficiency of the cause for disciplinary action shall be conclusive as set out in Education Code § 45113.

## ARTICLE 21. CONCERTED ACTIVITIES

- 21.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Federation, or by any of the Federation's officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 21.2 The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by it, the Federation agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 21.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 21.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement from any employee and/or the Federation, and to take any other emergency action as needed.
- 21.5 It is also agreed that there will be no lock-out of employees during the term of this Agreement.

## **ARTICLE 22. EFFECT OF AGREEMENT**

- 22.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations, and over State laws to the extent permitted by State law and that except as expressly provided by specific provisions of this Agreement, all lawful practices, procedures and regulations are discretionary within the District.
- 22.2 The District and the Federation shall make a mutual effort to work together regarding implementation and interpretation of this Agreement.

## **ARTICLE 23. SAVINGS**

- 23.1 If any provisions of this Agreement are held by a court of competent jurisdiction to be contrary to law, then such provision will be deemed invalid, to the extent permitted by such court decision, but all other provisions or applications shall continue in full force and effect. The District and the Federation agree that they will meet within thirty (30) days of said court decision to bargain about the severed portion(s) of the Agreement.

## **ARTICLE 24. SUPPORT OF AGREEMENT**

- 24.1 The District and the Federation agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the District and the Federation will support this Agreement.

## **ARTICLE 25. COMPLETION OF MEET AND NEGOTIATION**


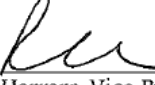
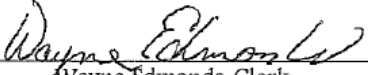
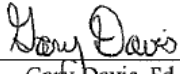
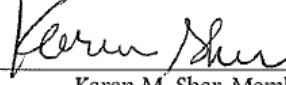

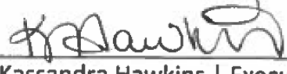
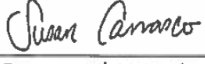

- 25.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 26. TERM AND RENEGOTIATIONS**

- 26.1 This Agreement shall remain in full force and effect up to and including June 30, 2018; and thereafter shall continue in effect from year to year, unless and until one of the parties notifies the other in writing no later than March 15, 2018, of its request to modify, amend or terminate the Agreement.
- 26.2 If the Federation desires to open negotiations for a successor agreement, it shall present to the District twelve (12) copies of its full and complete proposal for said successor Agreement during the month of April, 2018.



SIGNATURE

<p>Oxnard Union High School District Board of Trustees</p> <p> Steve Hall, Ed.D.-President</p> <p> Beatriz R. Herrera-Vice President</p> <p> Wayne Edmonds-Clerk</p> <p> Gary Davis, Ed.D.-Member</p> <p> Karen M. Sher-Member</p>	<p>Oxnard Federation of Teachers and School Employees Executive Board</p> <p> Wesley Davis   President</p> <p> Kassandra Hawkins   Executive Director</p> <p> Susan Carrasco   Y.P. Classified</p> <p> Miguel Viera   Transportation Site Rep</p>
---	---

Board Approved: October 14, 2015

## APPENDIX A. DESCRIPTION OF CLASSIFIED BARGAINING UNIT

### DESCRIPTION OF CLASSIFIED BARGAINING UNIT

#### CLERICAL & ADMINISTRATIVE SERVICES

Administrative Secretary I  
Administrative Secretary II  
Adult School Account Clerk  
ASB Accounts Clerk  
Assistant Testing Technician Attendance  
Account Technician  
Attendance Advisor  
Attendance Specialist  
Career Center Technician  
Clerical Assistant II  
Clerical Assistant III Attendance/Records  
Clerical Assistant III-HEP  
Cultural Enrichment Assistant  
Director's Secretary  
District Switchboard/ Receptionist  
District Testing Technician  
Duplicating Machine Operator  
Employment Specialist  
Facilities Technician  
Guidance Technician  
High Risk Outreach Consultant  
Information Technology Assistant  
Insurance Specialist  
Library/Media Technician  
Mariachi  
Microcomputer/Network Support  
Technician  
Network Administrator/Security  
Nutrition Services Assistant I  
Nutrition Services Cook  
Programmer & Database Analyst  
Purchasing Clerk  
Registrar  
Senior Database Administrator  
Site Administrative Secretary  
Senior Accountant  
Senior Account Technician  
Senior Payroll Technician  
Staff Accountant  
Textbook/Media Assistant  
Textbook/Library Media Technician  
Warehouse Operator  
Warehouseperson/Expediter

#### MOT DIVISION

Assistant Lead Custodian  
Bus Driver/Delivery Driver  
Bus Driver/Grounds Maintenance Worker  
Bus Driver Instructor  
Custodian  
Grounds Maintenance Worker  
Irrigation Specialist  
Lead Bus Driver  
Lead Custodian  
Lead Grounds Maintenance/Repair  
Worker  
Maintenance, Operations & Trans. Clerk  
Maintenance & Operations Leader  
Maintenance & Repair Worker  
Maintenance Carpenter  
Maintenance Electrician I  
Maintenance Electrician II  
Maintenance HVAC Mechanic  
Maintenance Painter I  
Maintenance Painter II  
Maintenance Plumber I  
Maintenance Plumber II  
Maintenance Welder/Carpenter  
Transportation Dispatcher  
Vehicle & Equipment Mechanic I  
Vehicle & Equipment Mechanic II

**EXCLUDING ALL OTHER POSITIONS NOT DESIGNATED--INCLUDING, BUT NOT LIMITED TO:**

1. All temporary, short-term and substitute employees.
2. **Management positions:**
  - a. Assistant Superintendent, Administrative Services
  - b. Assistant Director, Nutrition Services
  - c. Coordinator of Work Based Learning
  - d. Cafeteria Managers
  - e. Director of Fiscal Services
  - f. Director of Information Technology
  - g. Director of Maintenance, Operations & Transportation
  - h. Director of Nutrition Services
  - i. Director of Purchasing
  - j. Director of Risk Management and Safety
  - k. Operations Manager
  - l. Transportation Supervisor
3. **Confidential Employees:**
  - a. Administrative Assistant
  - b. Executive Assistant
  - c. Human Resources Analyst - Certificated
  - d. Human Resources Analyst - Classified
  - e. Human Resources Assistant
  - f. HR Clerk



## **APPENDIX B (continued)**

### **TECHNIQUES OF APPRAISAL**

The observation and evaluation of an employee's work performance is one of the primary responsibilities of any person who supervises or directs other employees. The effective communication of this evaluation to the employee is essential. When use thoughtfully and carefully, this form is intended to aid the employee and supervisor in arriving at an understanding of the employee's performance in a given position. This evaluation will become part of the employee's personnel file and will be considered in cases involving promotion and transfers.

#### **1. PURPOSE OF A PERFORMANCE APPRAISAL:**

- a. To act as a tool to define work skills and to provide a measurement of the degree to which each of us performs these skills.
- b. To act as a report to the employee concerning his performance on his job.
- c. To assure the employee of a regular and systematic review.
- d. To provide a record of employee's performance and growth history.
- e. To provide a basis for coaching and guiding the employee.
- f. To provide an opportunity for closer and better communication between the employee and his supervisor.

#### **2. HOW TO APPRAISE:**

- a. Define the standard - rate each person against the requirements of the position.
- b. Be objective - avoid reference to personal likes and dislikes.
- c. Consider one factor of ability at a time. Each factor is distinct and does not necessarily relate to similar factors.
- d. Base appraisals on observed and proven performance - avoid impressions based on hearsay.
- e. Base appraisals on average daily performance - avoid rating occasional incidents which highlight a particularly good or bad performance.
- f. Written narrative explanation must accompany any areas designated as unsatisfactory.

#### **3. AFTER MAKING THE REPORT, SUPERVISOR SHALL:**

- a. Discuss the report with the employee.
  - (1) Give the employee an opportunity to make suggestions for the improvement of his work.
  - (2) Explain areas where work performance may be improved.
  - (3) Explain the comments on the performance reports.
- b. Sign the evaluation report and obtain the signature of the employee (signature of employee does not necessarily mean concurrence with evaluation but only that this evaluation has been discussed with them).
- c. Send the original evaluation to the Classified Human Resources Office at the specified time.
- d. Give the employee a copy.
- e. Retain a copy for your files.

## **APPENDIX C. AGREEMENTS**

### **AGREEMENTS**

- The District appreciates the concern of staff members who are required to translate in addition to the performance of other duties. The Principals will be advised that staff members who are required to translate are not expected to make up work not completed as a direct result of their translating responsibilities. The District in the assignment of its employees will seek to balance bilingual abilities among schools so that the function can be distributed as evenly as desirable. Additionally, staff members will be given the option of indicating their willingness to translate on District prepared forms. When a staff member prefers not to be involved in translation, the staff member will only be required to translate as a matter of last resort; i.e. only when no reasonable alternative can be found to deal with the problem.
- The District agrees that principals will be directed to meet with classified staff to receive input concerning school operation and issues.
- The District agrees to provide in-service training in areas of identified need to classified staff.
- The District agrees to provide additional support to textbook/library media assistants in order to facilitate the collection and distribution of textbooks.