



California School
Employees Association

**SAN BERNARDINO CITY UNIFIED SCHOOL
DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION**

AGREEMENT

July 1, 2022 - June 30, 2025

TABLE OF CONTENTS

AGREEMENT

ARTICLE I - RECOGNITION	1
Section 1--Association's Representation Unit	1
Section 2--Exclusions	1
Section 3--New Classifications	1
ARTICLE II - NON-DISCRIMINATION.....	2
Section 1--Non-Discrimination	2
Section 2--Disabled Employees	2
Section 3--Remedy	2
ARTICLE III - DISTRICT RIGHTS.....	3
Section 1--District Powers, Rights, and Authority	3
Section 2--Limitation	3
Section 3--Emergencies	3
ARTICLE IV - ASSOCIATION RIGHTS.....	4
Section 1--Right of Access	4
Section 2--Communication	4
Section 3--Facilities	4
Section 4--Bargaining Unit Information	4
Section 5--Distribution of Agreement.....	5
Section 6--Full Release President.....	5
Section 7--Association Leave	6
Section 8--New Employee Orientation	7
Section 9--Release Time for Night-Shift Workers for Monthly CSEA Meetings	7
ARTICLE V - ASSOCIATION SECURITY	8
Section 1--Payroll Deduction of Dues and Maintenance of Membership	8
Section 2--Payroll Deduction	8
Section 3--Alternate Payment	8
Section 4--Remitting Dues and Service Fees	8
Section 5--Indemnification.....	9
ARTICLE VI - WAGES	10
Section 1--Regular Rate of Pay.....	10
Section 2--Longevity Increments	10
Section 3--Application of Salary Schedule	11
Section 4--Bilingual Differential.....	12
Section 5--Differential Pay	13
Section 6--Shorthand Differential	13
Section 7--Differential Pay-Diapering and Toileting	14
Section 8--Joint Study Committee	14
Section 9--Substitute Work by Unit Member.....	15
Section 10--Professional Growth Incentive	15
Section 11--Advanced Degree Incentive.....	15
Section 12--Payroll Errors	17
ARTICLE VII - BENEFITS.....	18
Section 1--Insurance Benefits	18
Section 2--District Contribution	18
Section 3--Administration.....	19
Section 4--Eligibility	19

TABLE OF CONTENTS

Section 5--Insurance Committee.....	19
ARTICLE VIII - RETIREE HEALTH INSURANCE.....	20
Section 1--Program.....	20
Section 2--Eligibility	20
Section 3--District Contribution	20
Section 4--Terms of the Program	21
Section 5--Other Retiree Benefits.....	21
ARTICLE IX - HOURS.....	22
Section 1--Workday.....	22
Section 2--Workweek.....	22
Section 3--Lunch Break.....	22
Section 4--Rest Breaks	22
Section 5--Overtime/Compensatory Time	23
Section 6--Overtime/Extra Hours Distribution	24
Section 7--Required Overtime	24
Section 8--Call-Back Guarantee	24
Section 9--Compressed Workweek	24
Section 10--Assignments at Times Other Than Regular Academic Year	25
Section 11--Changes in Assigned Time	26
Section 12--Calendar Adjustment.....	26
Section 13--Classified Work-Year Calendar.....	26
Section 14--Classified Employee Work Calendar Committee.....	26
Section 15--Alternative Workweek	27
Section 16--Shift Change.....	27
ARTICLE X - HOLIDAYS	28
Section 1--Holidays	28
Section 2--Christmas/Winter Recess Holidays.....	28
Section 3--Holidays Falling on Weekends.....	28
Section 4--Two Consecutive Holidays.....	29
Section 5--Pay for Holidays Worked	29
ARTICLE XI - EMPLOYEE EVALUATION PROCEDURES	30
Section 1--General.....	30
Section 2--Evaluator.....	30
Section 3--Evaluation Period	30
Section 4--Probationary Unit Members	30
Section 5--Initial Individual Meeting	30
Section 6--Evaluation Criteria	31
Section 7--Final Evaluation	32
Section 8--Review	33
Section 9--Permanent Record	33
Section 10--Unacceptable Performance.....	33
Section 11--Third-Party Statements.....	33
ARTICLE XII - PERSONNEL FILES	34
Section 1--Inspection.....	34
Section 2--Exclusions.....	34
Section 3--Access	34
Section 4--Release of Materials	34

TABLE OF CONTENTS

Section 5--Derogatory Materials.....	34
Section 6--Confidentiality	34
Section 7--Copies of Materials	35
ARTICLE XIII - TRANSFER	36
Section 1--Definition	36
Section 2--Voluntary Transfer.....	36
Section 3--Involuntary Transfers	37
Section 4--Filling Vacancies.....	37
Section 5--Requests for Transfer or Promotion	37
Section 6--Transfer Information.....	37
Section 7--Temporary Transfers.....	37
Section 8--Vacant Positions	37
ARTICLE XIV - LEAVES	38
Section 1--Sick Leave	38
Section 2--Long-Term Sick Leave.....	40
Section 3--Illness Verification	40
Section 4--Personal Necessity Leave.....	41
Section 5--Critical Illness Leave	43
Section 6--Bereavement Leave	43
Section 7--Extended-Illness Absence	44
Section 8--Industrial Illness and Accident Leave	44
Section 9--Jury Duty and Witness Leave	46
Section 10--Absence for Examination	47
Section 11--Military Leave	47
Section 12--Patriotic Leave	47
Section 13--Quarantine	47
Section 14--Short-Term Leave without Pay	48
Section 15--Family Leave.....	48
Section 16--Leave of Absence.....	48
Section 17--Vacation	49
Section 18--Catastrophic Leave	52
Section 19--Funeral Leave	53
Section 20--Parental Leave	53
ARTICLE XV - REIMBURSEMENT, EXPENSES & MATERIALS	54
Section 1--Uniforms	54
Section 2--Tools and Equipment.....	55
Section 3--Replacing or Repairing Employees' Property	55
Section 4--Unit Member's Responsibility.....	57
Section 5--Medical Examinations.....	57
Section 6--Meals and Lodging.....	57
Section 7--Mileage Reimbursement.....	57
Section 8--Tuition Reimbursement	57
Section 9--Teacher Development Program.....	58
Section 10--Joint Study Committee	59
ARTICLE XVI - SAFETY	60
Section 1--General.....	60
Section 2--Cal-OSHA	60

TABLE OF CONTENTS

Section 3--Rights and Duties of Unit Members.....	60
Section 4--Association Safety Representative	60
Section 5--Violations	61
Section 6--Unit Members' Rights	61
Section 7--Safety Equipment	61
ARTICLE XVII - LAYOFF AND REEMPLOYMENT	63
Section 1--Layoff	63
Section 2--Notice	63
Section 3--Seniority for Layoff Purposes.....	63
Section 4--Layoff Procedures	63
Section 5--Bumping Rights.....	64
Section 6--Transfer.....	64
Section 7--Reduction of Hours	64
Section 8--Reemployment.....	64
ARTICLE XVIII - GRIEVANCE PROCEDURE.....	66
Section 1--Definitions.....	66
Section 2--General Provisions	66
Section 3--Levels of the Grievance Procedure	67
ARTICLE XIX - CLASSIFICATION	69
Section 1--Authority of District.....	69
Section 2--New Classifications	69
Section 3--Working Out of Classification.....	69
Section 4--Vacant Positions	69
Section 5--Working Out of Classification in a Management Position	69
Section 6--Workload Problem Solving	69
ARTICLE XX - DRUG AND ALCOHOL USE	71
Section 1--Purpose	71
Section 2--Employee Assistance Program.....	71
Section 3--Prohibited Acts	71
Section 4--Testing	71
Section 5--Reasonable Suspicion	72
Section 6--Discipline	73
Section 7--Rehabilitation	73
ARTICLE XXI - CONCERTED ACTIVITIES	74
Section 1--Association Obligations.....	74
Section 2--Breach of Agreement.....	74
Section 3--District Obligations.....	74
ARTICLE XXII - EFFECT OF AGREEMENT	75
Section 1--Complete Understanding	75
Section 2--Classified Personnel Rules and Regulations	75
Section 3--Termination of the Merit System	75
Section 4-- Contract Waivers	75
ARTICLE XXIII - SAVINGS	76
ARTICLE XXIV - TERM OF AGREEMENT	77
Section 1--Duration.....	77
Section 2--Renegotiation of Wages and Benefits	77
Section 3--Successor Negotiations	77

TABLE OF CONTENTS

Section 4--Amendment77
SCRIBERS ERROR LANGUAGE78
APPENDIX A.....79
Classified Bargaining Unit Job Titles and Salary Ranges Effective July 1, 2022..... 80
APPENDIX B.....87
Classified Salary Schedule Effective July 1, 2022..... 88
APPENDIX C92
Custodian Run Sheet MOU.....93
BOARD POLICIES.....96
DRUG AND ALCOHOL-FREE WORKPLACE96
EMPLOYEE USE OF TECHNOLOGY97
SEXUAL HARRASSMENT99
REPAIR OR REPLACEMENT EMPLOYEE PROPERTY 103

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
And
CSEA and its Chapter 183
Tentatively agreed upon this 1st day of November, 2022
In San Bernardino California

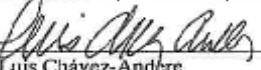
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION

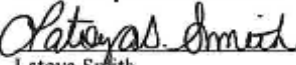
SAN BERNARDINO CITY USD

 11/1/2022
Date
Kenny Wilson
Senior Labor Representative

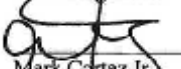
 11/1/2022
Date
Marcus Funchess
Assistant Superintendent, Human Resources


 11/1/2022
Date
Oni Jimenez
CSEA Chapter 183 President

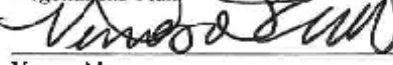
 11/1/2022
Date
Luis Chavez-Andere
Director of Employee Relations

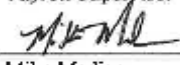
 11/1/2022
Date
Latoya Smith
Chief Negotiator

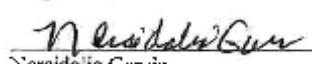
 11/1/22
Date
Alexis Jenks
Human Resources Director - Classified

 11/1/2022
Date
Mark Cortez Jr.
Negotiations Team

 11/1/22
Date
Ossie Coonrod
Payroll Supervisor

 11/1/22
Date
Venesa Mcses
Sergeant of Arms

 11/1/2022
Date
Mike Medina
Affirmative Action Officer

 11/1/2022
Date
Nersidalia Garcia
Secretary

 11/1/22
Date
Trieste Huey
Director of Fiscal Services

ARTICLE I – RECOGNITION

Section 1--Association's Representation Unit.

The District hereby acknowledges the Association as the exclusive bargaining representative for all classified employees included in the employee unit described in the attached Appendix A and by this reference made a part hereof.

Section 2--Exclusions.

Specifically excluded are all management, confidential, day-to-day substitutes, and certificated employees.

Section 3--New Classifications.

The District shall initially designate all new classified job classifications as to inclusion or exclusion from the unit set forth in Section 1 of this Article. Such designation shall be made at the time any new classification is submitted to the Board of Education for approval. If the Association does not agree with such designation, it must inform the District's representative within ten (10) business days of the Board meeting and request to meet in an attempt to resolve the issue. If unable to reach agreement as to their inclusion or exclusion from the bargaining unit, the issue shall be submitted to the Public Employment Relations Board. The District and the Association may jointly agree upon any other means to resolve disputes under this Section.

ARTICLE II - NON-DISCRIMINATION

Section 1--Non-Discrimination.

Neither the District nor the Association shall unlawfully discriminate against any employee on the basis of race, color, religion, sex, national origin, age, marital status, or disability (as provided by state and federal law or District Policy).

Section 2--Disabled Employees.

- A. The District and the Association acknowledge that both parties have a legal obligation to consider reasonable accommodation for qualified disabled employees.
- B. If the District determines that it must reasonably accommodate a disabled employee, the legal obligation shall supersede all sections of the Agreement in conflict with the duty to reasonably accommodate.
- C. The Association recognizes that the District has the legal obligation to meet individually with qualified disabled employees to discuss reasonable accommodation. If the District determines that the implementation of the reasonable accommodation will conflict with the rights of other employees, the District will give the Association written notice and an opportunity to meet with the District to discuss alternatives. The Association agrees to keep medical information related to the reason for the reasonable accommodation confidential, unless the affected employee signs a release.

Section 3--Remedy

Violations of Section 1 of this Article shall be subject to review as set forth in District Policies and Procedures. Violations of this Article shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE III - DISTRICT RIGHTS

Section 1--District Powers, Rights, and Authority.

It is understood and agreed that, except as limited by the terms of this Agreement, the District retains all of its powers and authority to direct, manage, and control to the extent allowed by the law. Included in, but not limited to, those duties and powers are the rights to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure 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 District curriculum; design, build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work, except where specifically prohibited by the Education Code; and take any action on any matter in the event of an emergency, as provided in Section 3 herein. In addition, the District retains the right to hire, assign, evaluate, promote, demote, terminate, and discipline employees. This recital in no way limits other District powers as granted by law.

Section 2--Limitation.

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, and then only to the extent such specific and express terms are in conformance with law.

Section 3--Emergencies.

The District has the right to amend, modify, or rescind policies, practices, and provisions of this Agreement in case of and for the duration of an emergency. An emergency shall be defined as an act of God, interference by a third party beyond the control of the District or bargaining unit member, or work stoppage or job action. In the event of suspension of any such article or portions of articles, the District agrees to meet and negotiate with regard to such articles or portions of articles or successor clauses immediately upon demand by CSEA. Emergencies shall not be declared capriciously or arbitrarily.

ARTICLE IV - ASSOCIATION RIGHTS

Section 1--Right of Access.

Authorized Association representatives shall have the right of access to areas in which bargaining unit members work at reasonable times for the purpose of contacting bargaining unit members and transacting Association business, provided such business or activity does not interfere with the school programs and/or duties of bargaining unit members and other District employees. Upon arriving at a work site, any such representative shall first report to the office of the appropriate management person to announce his/her presence, and state the purpose for his/her visit and the bargaining unit member(s)/group he/she intends to contact.

Section 2--Communication.

Authorized Association representatives shall have the right to reasonable use of District's email system, school mailboxes, including the use of the District Pony system, and official Association bulletin boards without charge. Any communication to be distributed or posted pursuant to this section must involve official CSEA business only. It also must be dated, bear the name of the Association and identify the person responsible for its promulgation. In the event CSEA does not identify a specific individual for receipt of such material, the material shall be placed in an area frequented by union members in order to provide official CSEA communications to classified employees in the District. CSEA assumes full legal responsibility for the content of its communications and its use of school and/or District Office mailboxes, District email system, and bulletin boards.

Section 3--Facilities.

Authorized Association representatives shall have the right to use District facilities at reasonable times, providing such use does not interfere with the school programs and/or duties of bargaining unit members and other District employees. Requests for the use of facilities shall be submitted on the regular District form provided for such use and subject to the provisions of the Civic Center Act.

Section 4--Bargaining Unit Information.

The District shall, within a reasonable time after receiving a written request, furnish the Association with one (1) copy of all financial reports required by county and state, and other completed non-confidential information. The District shall provide the Association, on or before November 1 of each year, a list of employees within the unit and designated work sites. The District will include a unit member's home address and phone number, unless the unit member has requested in writing that his or her home address and/or phone number not be released to the Association. The District shall present to each new unit member, upon initial employment, an Association-supplied employee information form. Upon receipt of the completed form, the District shall forward the form to the Association.

Section 5--Distribution of Agreement.

The District shall maintain this Agreement on the District's website, in order to provide access to all employees. In addition, the District shall provide to the Association 2,000 copies of this Agreement for appropriate distribution by the Association. The Association shall be responsible for additional copies at the prevailing District rate. The Association assumes all responsibility for distribution of the agreement to new and current classified employees.

Section 6--Full Release President.

- A. The CSEA Chapter 183 president or the designee shall be granted a leave of absence for Association business. The requirement to pay the cost of such release/leave of absence shall be borne by the Association and shall be deemed to have been satisfied by a credit to the District of the equivalent of a 0.06% increase on the CSEA bargaining unit salary schedule. The date for full release shall be effective upon ratification by both parties for the 2005-06 school year.
- B. The CSEA shall notify the District in writing the name and classification of the bargaining unit member to be released under the provisions of this section during the month of December of each year or in the case of a presidential/designee change five (5) days prior to the effective date of the full release.
- C. The CSEA Chapter 183 president may elect to designate up to 15 full-release days per month to other unit members. Any days designated under this section shall be drawn against the CSEA Chapter president full release.
- D. The number of days designated under this section (up to 15 per month) may be accumulated from month to month but must be used in the calendar year in which they are accumulated.
- E. CSEA shall notify the District in writing the name and classification of the bargaining unit member(s) to be released under sections C and D above not less than ten (10) days prior to the effective date of release under sections C and D above.
- F. The release of either the president or designee will be without loss of compensation, benefits, rights, or seniority that the president/designee would have received or be entitled to but for the release time. The bargaining unit member shall continue to receive any salary increase he/she would have received but for the release time and any other increase(s) in salary and/or benefits associated with his/her employment classification. The District shall provide the released unit member with eight (8) hours fully burdened pay per day and twelve (12) months per year.
- G. Upon return to full employment with the District the president/designee shall be:
 - 1. First, entitled to his/her last position if available.

2. Second, if above not available may choose from a like position (hours & months) of which he/she left.
3. Third, should one and two not be available be placed into an available position of his/her choice for which he/she obtained permanency.

In the event of a reduction in force having taken place affecting his/her employment status or none of the placement options noted above be available, the applicable terms of this agreement and Education Code provisions will be applied to ensure the president's/designee's placement rights.

Section 7--Association Leave.

- A. A maximum of one hundred (100) days per school year shall be granted during the term of this agreement to Association Representatives for Association business, provided that such paid release time is not used in furtherance of or in connection with a work stoppage or other refusal to work.
- B. Elected Association Officers shall be exempt from a limit on reimbursable release time in accordance with Education Code Section 45210. A list of these elected Association Officers shall be provided to the District on a yearly basis no later than fourteen (14) work days after an election.
- C. A reasonable number of classified employees shall be entitled to reimbursable release time in accordance with Education Code Section 45210 for the purpose of enabling an employee to attend important organizational activities authorized by the Association.
- D. Release time for statutory representational time, such as negotiations, mediation, District designated committees, disciplinary meetings, filing a grievance per Article XVIII, Section 2(f), and attendance at grievance hearings shall not be charged against time as described in A and B above.
- E. The District shall release with pay up to six (6) duly elected CSEA member delegates to take a maximum of five (5) days if necessary to attend the annual CSEA State Conference. The total number of unit members to be released for this purpose shall not exceed ten (10).
- F. The District shall approve training(s), as mutually agreed upon by the District and Association, not to exceed (10) unit members annually.
- G. Requests for Association Leave must be in writing and shall be presented to the Employee Relations Division a minimum of two (2) full business days in advance of leave. The employee shall comply with all site and District attendance reporting procedures.
- H. Release time utilized at the request of the District and approved by the Superintendent/designee shall not be deducted from the above referenced days.

- I. The Association shall reimburse the District for all Association business release time that has been taken under subsection 7 as required.
- J. The Association shall receive an itemized invoice for time utilized, on a monthly basis. The Association shall remit payment for non-statutory time utilized within thirty (30) calendar days of receipt of invoice. If there is a dispute on a particular item or items the Association shall submit payment for the remainder of the invoice not it dispute. The Association shall notify the District in writing of the disputed item(s) within fifteen (15) business days of receiving the invoice. Failure to notify the District of any disputed amount within the fifteen (15) business days shall result in that invoice being considered accurate and the Association shall make full payment of that invoice.

Section 8--New Employee Orientation.

The District agrees that as long as it conducts a centralized new employee orientation meeting, the Association chapter president or designee will be allowed up to thirty (30) minutes to present to new employees information about the benefits of joining CSEA, including but not limited to the enrollment process, classified employees representational rights, CSEA's member benefits, CSEA's website, notifications and invitations to chapter meetings, the Association contract information, dues information, and to respond to questions related to these areas. If the District believes that the terms of this section have been violated, the Association agrees to discontinue involvement in New Employee Orientation until resolution of the grievance. A grievance filed by the Association addressing this action will be expedited by both parties.

Section 9--Release Time for Night-Shift Workers for Monthly CSEA Meetings.

Subject to prior notification to his or her immediate supervisor, eight (8) night-shift bargaining unit workers shall be afforded one hour of release time on a rotating basis to attend CSEA general membership meetings or CSEA ratification meetings, as applicable, without loss of compensation and without use of the employee's personal sick leave or vacation leave.

ARTICLE V - ASSOCIATION SECURITY

Section 1--Payroll Deduction of Dues and Maintenance of Membership.

Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the district an Association membership application. Such authorization shall continue in effect unless revoked in writing during the month of November. Pursuant to such authorization, the District shall deduct appropriate dues as set forth in the Association's approved dues schedule. With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fee, the District agrees to remit such monies to the Association within fifteen (15) days of issuing paycheck containing deductions to the employees, accompanied by an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes from the list previously furnished. The Association agrees to furnish, upon request, any information needed by the District to fulfill the provisions of this Article.

Section 2--Payroll Deduction.

Unit members employed after January 1, 1990, shall become Association members, or have a service fee deduction initiated by the District within the month following their first twenty (20) days of employment, unless the unit member notifies the Association and the District in writing, within the first twenty (20) days after employment, that he/she has an objection to joining or paying service fees to the Association. The amount of the service fee shall be established by the Association.

Section 3--Alternate Payment.

In the event a unit member fails to give notice as set forth in Section 2 above and cannot, for reasons of religious objection as provided for in Government Code Section 3546.3, pay the service fee to the Association, he/she shall not be required to join, maintain membership in, or financially support the Association as a condition of employment, except that such unit member shall be required, in lieu of the service fee, to pay a sum equal to such service fee to a non-religious, non-labor organization charitable fund that is exempt from taxation under section 501(c)(3), or Title 26 of the Internal Revenue Code and shall be to either the Arrowhead United Way, Child Welfare Fund, or the San Bernardino City Unified School District Employee's Scholarship Fund. Such payment shall be made as set forth in Section 2 above.

Section 4--Remitting Dues and Service Fees.

With respect to all sums deducted by the District pursuant to Sections 1 and 2 above, whether for membership dues or service fees, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

Section 5--Indemnification.

The Association shall indemnify, defend, and hold harmless the District, the District's Board of Education, each individual School Board member, and employees, agents, and representatives of the District against any and all claims, demands, suits, or other forms of liability, including but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and any back pay, penalties, or awards resulting from any court, arbitrator or PERB order, judgment or settlement which may arise by reason of, or resulting from the operation of, Article V of this Agreement. The Association shall bear all costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees, and all other costs of litigation.

The Association agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the PERB challenging the legality or constitutionality of this Article V or its implementation.

ARTICLE VI - WAGES

Section 1--Regular Rate of Pay.

The regular rate of pay for each position in the bargaining units shall be as set forth for each class in the salary schedule attached as Appendices A and B and, by this reference, incorporated as a part of this Agreement. Regular rate of pay shall also include longevity increments as set forth in Section 2.

The classified salary schedule shall be increased as follows:

8% (eight percent) for the 2022/2023 fiscal year, effective July 1, 2022.

To decompress salary range 26A affected by increase of the minimum wage the District will correct as follows:

- a. unit members currently employed and on December 31, 2021 were on step 2 will be moved to step 4 as of January 1, 2022,
- b. unit members currently employed and on December 31, 2021 were on step 3 will be moved to step 5 as of January 1, 2022,
- c. unit members currently employed and on December 31, 2021 were on step 4 will be moved to step 6 as of January 1, 2022, and
- d. unit members currently employed and on December 31, 2021 were on step 5 will be moved to step 6 as of January 1, 2022.

The parties will conduct a Salary & Job Description Study during the 2022-2023 fiscal year. The implementation of the study shall not include an across the board salary increase for all unit members. Only positions identified as disparate will be negotiated by CSEA and the District. Regardless of the study's findings, no unit member will receive a reduction in salary as a result of the study and implementation agreement.

Section 2--Longevity Increments.

The District shall pay longevity increments effective as of the unit member's regular increment date as follows:

- A. Unit members who have completed ten (10) years of service shall receive a two-and one-half percent (2.5%) increase over base salary, effective upon the unit member's eleventh (11th) anniversary.
- B. Unit members who have completed fifteen (15) years of service shall receive a two-and one-half percent (2.5%) increase in addition to that listed in Section A above over base salary, effective upon the unit member's sixteenth (16th) anniversary.
- C. Unit members who have completed twenty (20) years of service shall receive a two-and one-half percent (2.5%) increase in addition to that listed in Sections A and B above over base salary, effective upon the unit member's twenty-first (21st) anniversary.

- D. Unit members who have completed twenty-five (25) years of service shall receive a two-and one-half percent (2.5%) increase in addition to that listed in Sections A, B and C above over base salary, effective upon the unit member's twenty-sixth (26th) anniversary.
- E. Unit members who have completed thirty (30) years of service shall receive a two-and one-half percent (2.5%) increase in addition to that listed in Sections A, B, C and D above over base salary, effective upon the unit member's thirty-first (31st) anniversary.
- F. Unit members who have completed thirty-five (35) years of service shall receive a two-and one-half percent (2.5%) increase in addition to that listed in Sections A, B, C, D and E above over base salary, effective upon the unit member's thirty-sixth (36th) anniversary.

Section 3--Application of Salary Schedule.

Initial placement and movement on the salary schedule shall be as provided below:

- A. Initial appointment for unit members shall be at the first (1st) step of the salary range for the class. In unusual circumstances, initial appointment may be at a higher step with the approval of the Superintendent or his designee. Such unusual circumstances shall be based upon difficulty of recruitment or the need to appoint an individual with education, training, or experience, which exceeds the minimum requirements for the job.
- B. Step advancement from the first step to the second step of the salary range shall be made upon the completion of the probationary period.
- C. All other advancements on the salary range shall be made on an annual basis on either a January 1 or July 1 increment date. Unit members who receive their first step increase, as provided for in subsection "B" of this Section, on April, May, June, July, August, or September shall have a July 1st increment date. Unit members who receive their first step increase, as provided for in subsection "B" of this Section, on October, November, December, January, February, or March shall have a January 1st increment date.
- D. Unit members who have been promoted to a higher class shall be advanced to the next succeeding step on the salary schedule upon the completion of a probationary period. Succeeding step advancements shall be as set forth in "C" above.
- E. A part-time employee, when appointed full-time in the same class, shall be granted full credit for each year of service in determining annual credit.
- F. Unit members who have been promoted shall be placed on a step in the appropriate salary range for the class, which shall assure a minimum of a one (1) range increase (approximately 4%).
- G. Time on any leaves without pay shall not be counted for purposes of step advancement.

- H. Unit members who accept a voluntary demotion shall be placed on the step in the appropriate salary range for the class, which most nearly equals the salary received prior to the demotion, except that such salary placement shall not exceed salary received prior to the demotion.
- I. For the purpose of this Section, all salary step changes within range made on or before the fifteenth (15th) day of the month shall be considered as effective on the first (1st) day of that month. Salary step changes within range made on or after the sixteenth (16th) day of the month shall be considered as effective on the first (1st) day of the following month.
- J. Unit members reclassified to a class with a lower maximum salary shall remain at their current salary ("Y" rate). The current salary shall be retained until a salary step on the new range for the new class equals or exceeds the current salary.
- K. When the salary relationship for a class is adjusted to a lower range, the affected unit members shall remain at their current salary ("Y" rate). The current salary shall be retained until a salary step for the class equals or exceeds the current salary.
- L. Unit members reclassified to a class with a higher maximum salary shall be placed on the same step in the salary range for the new class.
- M. All full-time classified unit members shall be paid on the fifteenth (15th) and the last working day of the month for all work performed during that pay period.
- N. Effective July 1, 2017, all part-time classified unit members shall be paid on the first (1st) day of the month for all work performed during the prior pay period.

Section 4--Bilingual Differential.

A full-time unit member who is responsible for conversing with people in a language other than English and performs this duty on a regular basis, and whose use of this language is of significant benefit to the operations of the District, shall receive a differential, of one hundred and twenty-five dollars (\$125.00) per month. The differential is subject to the following conditions:

- A. This differential shall not be used in situations when only occasional use of bilingual skills is required.
- B. To be eligible for bilingual differential, a unit member must pass a language test and be designated for such assignment by the District. The District has the right to require periodic testing for unit members to retain their designation as bilingual.
- C. Bilingual differential shall not be paid to unit members whose job qualifications require bilingual skills as a condition of employment.
- D. The bilingual designation for any unit member may be terminated at any time by the District, at which time the differential shall no longer be paid.
- E. The bilingual-wage differential shall be prorated for regular, part-time unit members.

- F. Unit members may petition to have their position reviewed by the District for payment of a bilingual differential. The petition must be supported by documentation over a period of not less than six (6) months showing the use of bilingual skills on a regular basis to benefit the District's operations.
- G. The District retains the sole right to determine the number and placement of positions to be paid the bilingual differential.

Section 5--Differential Pay.

- A. Unit members employed in the Food Services Series, who currently possess a Professional Certification for School Food Services Personnel issued by the American School Food Service Association, shall continue to be paid one (1) additional range on the salary schedule. The unit member must maintain the Certification in order to retain the one-range salary differential. Those unit members who fail to maintain the Certification are not eligible to reapply for the salary differential.
- B. All unit members who are responsible for lifting students and who performs this duty on a regular basis, shall receive a one hundred and twenty-five dollars (\$125.00) per month differential. The unit member shall submit the request for this Differential Pay to the Special Education Department. The Special Education Department shall submit the request to Human Resources for final approval and processing. A unit member must pass a uniform strength/agility test and be designated for such assignment by the District. The District has the right to require periodic testing of the unit member for this differential to be retained.
- C. Unit members employed as plumbers shall be paid one-half (½) range upon receipt of a Backflow Prevention Device Tester Certification. The payment shall commence the first pay period following the plumber's submission of the certification to the District. The plumber must maintain the certification in order to retain the one-half (½) range salary differential.
- D. Any bargaining unit member who has a regularly scheduled shift end time of 9 p.m. or later shall receive a shift differential of four percent (4%)_for their entire shift.
- E. Unit members who, by virtue of their classification, are required to possess a valid California Department of Pesticide certification shall receive a one-half (½) additional salary range. The payment shall commence the first pay period following the submission of the certification to the District. The certificate must remain valid in order to retain the one-half (½) range salary differential.

Section 6--Shorthand Differential.

A full-time secretary or elementary school secretary who is responsible for taking shorthand dictation and transcription and performs this duty on a regular basis, and whose use of shorthand is of significant benefit to the operations of the District, shall

receive a one hundred and twenty-five dollars (\$125.00) per month differential subject to the following conditions:

- A. This differential shall not be used in situations when only occasional use of shorthand skills is required.
- B. To be eligible for shorthand differential, a unit member must pass a shorthand test and be designated for such assignment by the District. The District has the right to require periodic testing for unit members to retain their shorthand differential.
- C. Shorthand differential shall not be paid to unit members whose job qualifications require shorthand skills as a condition of employment.
- D. The shorthand designation for any unit member may be terminated at any time by the District, at which time the differential shall no longer be paid.
- E. The shorthand wage differential shall be prorated for regular part-time unit members employed as a secretary or elementary school secretary.
- F. Unit members may petition to have their position reviewed by the District for payment of a shorthand differential. The petition must be supported by documentation over a period of not less than six (6) months showing the use of shorthand skills on a regular basis to benefit the District's operations.
- G. The District retains the sole right to determine the number and placement of positions to be paid the shorthand differential.

Section 7--Differential Pay-Diapering and Toileting.

CSEA bargaining unit members shall receive the Diapering and Toileting Differential Pay as listed below. This shall pertain to all unit members who are responsible for diapering and toileting students and who perform such duties on a weekly basis.

- 1) All unit members who are responsible for diapering and toileting students and who perform these duties on a regular basis shall receive a one hundred and twenty-five dollars (\$125.00) per month differential.
- 2) The employee shall submit the request for this Differential Pay to the Special Education Department.
- 3) The Special Education Department shall submit the request to Human Resources for final approval and processing.

Disputes shall be handled using the grievance process as outlined in the collective bargaining agreement.

Section 8--Joint Study Committee.

During the term of this Agreement, either the Association or the District shall have the right to call for the creation of a JOINT STUDY COMMITTEE to evaluate proposals for

differential pay based on value added to the job by the unit member who has acquired knowledge, skills, or abilities that exceed the requirements for his/her classification. The recommendations, if any, of the JOINT STUDY COMMITTEE shall be reported to the Association and the District.

Section 9--Substitute Work by Unit Member.

Unit members with applications for substitute work on file in the Classified Human Resources Office may work in substitute employee positions during times when they are not required to work for the District in a bargaining unit position. The substitute assignment shall not result in hours worked that exceed eight (8) hours per day, forty (40) hours per workweek, and/or qualify for overtime compensation. When working in a substitute position, the unit member shall be paid the District-established rate of pay for that substitute position. If the unit member substitutes in the same classification in which he/she is regularly employed, the unit member shall be paid his/her regular rate of pay. Unit members shall be given preference over non-unit members for all substitute opportunities for which they meet the above qualifications.

Section 10-- Professional Growth Incentive.

Unit members shall receive the differential of four percent (4%) on base pay upon successful completion of a certification program that improves the unit member's qualifications above and beyond the minimum requirements for the classification held by the employee. The Professional Growth Incentive is subject to the following conditions:

- A. No more than one (1) Professional Growth Incentive may be received by a unit member at any one time.
- B. The certificate, which must demonstrate improved services to the District, must be approved by the Employee Tuition Reimbursement Committee. (Article XV, Section 8). Unit member's shall submit an application annually for the Employee Tuition Reimbursement Committee's consideration, but all decisions of the committee shall be final and binding and shall not be subjected to the grievance procedure set forth in Article XVIII.
- C. The certificate need not be directly related to the unit member's classification to qualify for the incentive so long as it provides a benefit to the District and/or its students.
- D. The unit member is responsible for all costs of earning the certificate. Unit members may be eligible for partial reimbursement through the Tuition Reimbursement Program, as set forth in Article XV, Section 8.
- E. Unit members must attend classes and perform class work on their own time.

Section 11--Advanced Degree Incentive.

Permanent unit members may receive the Advanced Degree Incentive percentages as listed below upon successful completion of an advanced degree that improves the unit

member's qualifications above and beyond the minimum job requirements for the classification held by the employee.

- Associates degree: 5% incentive based on current base pay
- Bachelor's degree: 7% incentive based on current base pay
- Master's degree: 9% incentive based on current base pay

The payment shall commence following the Human Resources Department verification of the degree. The advanced degree must be from an accredited post-secondary institution. The Advanced Degree Stipend is subject to the following conditions:

- A. No more than one (1) Advanced Degree Incentive may be received by a unit member at any one time. A unit member may not receive a professional growth incentive and an Advanced Degree Stipend in the same year.
- B. The advanced degree, must comply with the following criteria:
 - a. demonstrate improved services to the District, (provide rationale)
 - b. is directly related to the employee's current position,
 - c. is not required for the employee's position, and
 - d. should have been obtained while working for the District.
- C. Unit members who received the Advanced Degree Incentive in the 2022/23 school year shall be considered to have met the above requirements for future years. Unit members who received the Advanced Degree Incentive during the 2022-2023 school year will be considered to have met the requirement listed in section "d." in the event they promote/transfer into a different position/classification for future years.
- D. The unit member is responsible for all costs of earning the advanced degree. Unit members may be eligible for partial reimbursement through the Tuition Reimbursement Program, as set forth in Article XV, Section 8.
- E. Unit members must attend classes and perform class work on their own time.
- F. The employee's degree for the Advanced Degree Incentive must be presented to the Human Resources Department, between April 1st to April 30th, to be considered for payment which shall begin the following fiscal year.
- G. There shall be a fund of \$1,250,000.00 allocated annually for the use in paying Advanced Degree Stipend. If the entire \$1,250,000.00 is not used in any given fiscal year the unused amount shall be rolled over and available, solely for use of Advance Degree Stipend in future fiscal years.
- H. If any year the amount needed to fund the Advance Degree Incentive exceeds the amount available, CSEA and the District shall meet to negotiate how to address the funding need.

Section 12--Payroll Errors

Underpayment

Any payroll error resulting in insufficient payment for a CSEA unit member shall be corrected, and a supplemental warrant issued, not later than five (5) working days after the unit member provides notice to the Payroll Department and the error is confirmed.

ARTICLE VII - BENEFITS

Section 1--Insurance Benefits.

The District shall make available group health, vision, life, and dental insurance benefits. Employees are required to sign-up for such benefits within thirty (30) days of the date of hire. After initial enrollment any change in life status, i.e. marriage, birth, adoption of a child, spouse begins or ends employment, or any change in family status defined by the Internal Revenue Code, must be made within thirty (30) days of the occurrence. For the purpose of this Section thirty (30) days is defined as calendar days.

Section 2--District Contribution.

The District shall pay the full cost of group dental insurance premiums for the full-time unit member and eligible dependents and full-time unit member's group basic life insurance premiums. The District shall pay the full cost of group health and vision insurance premiums for the full-time unit member and eligible dependents enrolled in the least expensive of the group health plans. Unit members are not eligible to enroll in-group health plans as both an employee and as a dependent. All of a unit member's eligible dependents must be enrolled in the same health plan and may not be enrolled as dependents by more than one unit member or District employee. Unit members enrolled in a more expensive group health plan shall have the difference in the cost of premiums between the least expensive health plan and the health plan they have selected deducted from their payroll warrant. Regular part-time unit members shall have District-paid premiums as follows:

Six Hour or More per Day

The District will pay employee-only medical insurance for the least expensive plan for unit members assigned to work six (6) hours or more per day but less than eight (8) hours per day. If the unit member enrolls one or more eligible dependents in the medical plan, the District will contribute fifty (50) percent of the additional premium above the premium for employee-only coverage under the least expensive plan. The District will contribute fifty (50) percent of the premium for dental insurance. The District will contribute fifty (50) percent for employee-only group life insurance premium.

Four Hours per Day but Less Than Six Hours per Day

The District will pay fifty (50) percent of the applicable tier rate for the medical insurance premium under the least expensive plan for unit members assigned to work four (4) hours or more but less than six (6) hours per day. Dental and life will be paid one-hundred (100) percent by the employee.

Less Than Four Hours per Day

The District does not contribute towards the costs of benefits for unit members assigned to work less than four (4) hours per day except for those who were employed by the District prior to July 1, 2002.

For those unit members employed by the District prior to July 1, 2002, the District will pay twenty-five (25) percent of the applicable tier rate of the medical insurance premium under the least expensive plan. Dental and life will be paid one-hundred (100) percent by the employee.

Section 3--Administration.

The District and CSEA shall negotiate any proposed change to any fringe-benefit programs involving insurance that now exist or may exist in the future during the term of this Agreement. No changes in insurance carrier or methods of funding coverage shall result in a reduction of benefits provided for in Section 1 of this Article.

Section 4--Eligibility.

To be eligible to participate in the insurance benefits, a unit member must be a regular employee of the District assigned to work five (5) days per week on a regular basis. Unit members with less than a five (5) day per week regular assignment are not eligible. Exceptions to the five (5) day per week eligibility requirements are employees working ten (10) hours per day four (4) days per week as set forth in Article IX, Section 9 and part-time employees working an alternative workweek as set forth in Article IX, Section 14 and totaling a minimum of twenty (20) hours per week pursuant to Section 2, above.

Section 5--Insurance Committee.

The Association shall have two (2) CSEA appointed positions on the District Insurance Committee, which shall represent one-fourth (1/4) of the voting membership. The Committee will review claims experience and the administration of the group insurance programs with the objective to contain insurance costs. The Committee may investigate alternative insurance benefits and programs, including insurance cost containment. The Committee shall have the authority to make recommendations to the Association and the Board of Education for the purpose of cost containment. Recommendations made by the Insurance Committee shall be made by consensus. Failure to reach consensus will result in a three-fourths (3/4) vote of the total membership of the Committee. At least one (1) member of each constituent group must vote on the prevailing side in order to move forward with a Committee recommendation.

ARTICLE VIII - RETIREE HEALTH INSURANCE

Section 1--Program.

The District shall provide group health insurance benefits to unit members who retire following not less than fifteen (15) accumulative years of full-time District employment with an allowance of a one-time break in service that shall not exceed a period of 39-months.

Section 2--Eligibility.

To be eligible to participate in this program, a unit member must:

- A. Unit members must be eligible to retire and must retire in order to participate in the program.
- B. Upon reaching eligibility for Medicare benefits, the retired unit member and/or covered dependent(s) must enroll in a senior plan for retirees offered by the District-adopted group health insurance plans.
- C. Submit a letter of intent to the District ninety (90) days prior to the retirement date. In extenuating circumstances, a unit member may submit a request to the Assistant Superintendent of Human Resources or designee to waive the ninety (90) days retirement letter of intent. The Assistant Superintendent of Human Resources or designee shall have sole authority to grant such requests.
- D. Unit members are not eligible to participate as both a retiree employee and as a dependent in the group health insurance plans. All of the unit member's eligible dependents must be enrolled in the same health plan and may not be enrolled as dependents by more than on District retiree/employee.

Section 3--District Contribution.

- A. The District shall contribute an amount not to exceed the premium for an active employee charged under the tier structure during the term of this Agreement for the least expensive of the District's group health insurance plans.
- B. The District contribution for the post- retirement medical benefit shall not exceed five (5) consecutive years immediately following retirement, unless the unit member has accumulated in excess of one thousand, two hundred (1,200) hours of sick leave. Unit members who have accumulated in excess of one thousand, two hundred (1,200) hours of sick leave on their last day of service shall receive the District contributions for post-retirement medical benefits for a period not to exceed six (6) consecutive years immediately following retirement.
- C. The District will contribute an amount up to the limit set forth in sub- section A above, for the retired unit member and eligible dependents. Should the cost of

the District's insurance program exceed the amount set forth in sub-section A above, it will be the retiree's obligation to pay the difference, as requested by the District.

- D. The contribution will be applied to health insurance benefits provided through the District-adopted hospital and medical insurance program for unit members. If the retired unit member lives outside of the service area of the District-adopted programs, the District will re-reimburse the retired unit member for hospital and medical insurance, up to the limit set forth in sub-section A of this Section.

Section 4--Terms of the Program.

- A. The District will contribute an amount up to the limit set forth in Section 3 above for the retired unit member and eligible dependents.
- B. Except as provided below, the contribution will be applied only to health insurance benefits provided through the District-adopted hospital and medical insurance program for unit members.
- C. Upon reaching eligibility, any retired unit member or covered dependent(s) under this program must apply for Medicare.
- D. Upon entering the program, former unit members cease to be unit members for purposes of this Agreement.
- E. Unit members are not eligible to participate if they are not eligible for coverage under the District group health plan.

Section 5--Other Retiree Benefits

Those unit members who are not eligible under Section 3 of this Article, the District shall contribute up to two thousand, two hundred and fifty dollars (\$2,250) per year for unit members who meet the following criteria:

- A. Be under age sixty-five (65) and at least fifty-five (55) years of age at the time of retirement. The program will not be available to those unit members who have reached sixty-five (65) years of age.
- B. Have at least fifteen (15) years of service with the District, with five (5) of those years having been full-time years of service, except those unit members with ten (10) or more years as of October 1, 1986, shall be eligible.
- C. Submit a letter of intent to retire to the District forty-five (45) days prior to the retirement date.

ARTICLE IX – HOURS

Section 1--Workday.

The regular workday for full-time unit members shall consist of eight (8) duty hours, exclusive of lunch. The District has the right to extend the regular workday as it deems necessary to carry out the District's business. The District has the right to establish the regular daily work hours for unit members.

The District shall notify the Association of any proposed, permanent changes in workday hours at least ten (10) business days prior to the effective date. The Association may notify the District of its intent to negotiate the proposed change within ten (10) business days of request. Absent a demand to negotiate, the District will proceed with the change of the regular, daily work schedule.

In the event of a temporary need by a unit member or the District, the unit member and his or her supervisor may mutually agree to adjust the unit member's regular, daily work schedule, not to exceed five (5) consecutive business days.

Section 2--Workweek.

The regular workweek shall consist of forty (40) hours during a period of not more than five (5) consecutive days. The District has the right to implement an alternative workweek. Said workweek shall be based on an average of forty (40) hours a week. The District retains the right to extend the regular workweek. Any change shall be based on the business needs of the District, and shall not be arbitrary and capricious. The District shall notify CSEA of any proposed alternative workweek in writing. The Association may notify the District of its intent to negotiate the proposed change within ten (10) business days of request. Absent a demand to negotiate, the District will proceed with the change of the workweek schedule.

Section 3--Lunch Break.

Unit members working six (6) or more hours per day shall be entitled to a duty-free lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes. The duty-free lunch shall be exclusive of hours worked. Campus security officers and radio dispatch clerks shall receive a thirty-minute (30) lunch, inclusive of hours worked, which may not be duty free.

Section 4--Rest Breaks.

Unit members working four (4) hours per day or more shall receive not more than a fifteen-minute (15) rest period for each four (4) hours of service. Except as set forth in Section A below, the rest period shall be scheduled as near the middle of the four-hour (4) work period as practical in keeping with the efficient performance of the District's business.

- A. A single rest break of not more than thirty (30) minutes may be scheduled on evening or special work shifts when such shifts are eight (8) hours or more.
- B. Rest breaks are not necessarily duty free and are part of the regular workday, although if a unit member is not allowed to utilize any portion of their full rest break as provided for in this article, the unit member shall be allowed to utilize the period of time lost on the break immediately following the completion of the necessary work duty that caused the supervisor to interrupt the unit member's rest break. Rest breaks are compensated at the unit member's regular rate of pay.

Section 5--Overtime/Compensatory Time.

A. Overtime: Unit members shall be paid at the overtime rate of one-and-one-half (1½) times their regular hourly rate of pay. The overtime rate shall be paid under the conditions set forth below in this Section 5. Unit members must receive approval prior to working overtime, unless suffered and permitted by the District.

- 1. All hours the unit member is required to work in excess of eight (8) hours in any regular workday with the exception of a compressed workweek or an alternative workweek as defined in Section 9 and Section 14 of this Article.
- 2. All hours the unit member is required to work in excess of forty (40) hours in any regular workweek.
- 3. All hours unit members having an average workday of four (4) hours or more are required to work on the sixth (6th) and seventh (7th) day of the workweek after the completion of five (5) consecutive days.
- 4. All unit members having an average workday of less than four (4) hours are required to work on the seventh (7th) day of the workweek after the completion of five (5) consecutive days.

B. Compensatory Time: A unit member may choose compensatory time in lieu of overtime at the rate of one-and-one-half (1½) hours for each overtime hour worked. The unit member may accumulate compensatory time not to exceed thirty-two (32) hours. Compensatory time shall be used within the fiscal year from which it was earned. Any compensatory time not used as of June 30 shall be paid out as overtime. The employee may request approval, in writing, with a plan for its use from the Human Resources Assistant Superintendent or designee to carry over the compensatory time earned to the next fiscal year, not to exceed one (1) year from the date that the compensatory time was earned. The supervisor must approve request prior to sending to Human Resources. This request must be submitted no later than the last day of the employee's work calendar. Compensatory time shall be used during periods, which do not impair the operation of the District, as determined by the District. Earned hours of compensatory time shall be recorded. A report shall be supplied to the unit member upon request, monthly.

A unit member shall be paid overtime, in the following situations:

- When they provide services to outside vendors through a use of facilities
- When the employee transfers or promotes

Section 6--Overtime/Extra Hours Distribution.

Supervisors shall establish and maintain a uniform method for equitable distribution of available overtime/extra hours among and between qualified unit members within the identified classification under their direction. The needs of the District shall be paramount in the selection of unit members for overtime/extra hours.

Pursuant to this Article, the District shall not offer any overtime/extra hours to substitute employees if a qualified unit member within the classification at the affected site is available and willing to accept the overtime. The District shall not contract out work in lieu of overtime/extra hours.

Section 7--Required Overtime.

The District reserves the right to require any unit member to work overtime except that a unit member may not be required to work overtime if another qualified unit member is available and volunteers for the assignment. The District shall determine qualification required for any given overtime situation. Other than in an emergency situation, any qualified unit member may refuse to work in excess of fifty (50) hours in a single week or one (1) compensatory/ overtime days in a row, and the unit member may refuse to work more than six (6) days out of every seven (7). A qualified unit member refusing overtime/compensatory time on either of these two bases shall not be subject to discipline of any kind or termination for exercising their right to refuse excess overtime/compensation time.

Section 8--Call-Back Guarantee.

Unit members called in to work unscheduled overtime after leaving the work site or on a day when he/she is not scheduled to work shall be entitled to a minimum of three (3) hours work and be paid at the appropriate rate as set forth in this Agreement. On the occasion, that a unit member can work remotely, meaning unit member does not have to come to the work site, the unit member shall be entitled to a minimum of two (2) hours of work, or actual time worked if greater than the minimum.

Section 9--Compressed Workweek.

- A. The District may establish a ten-hour-per-day (10), forty-hour-per-week (40) work schedule inclusive of lunch within four (4) consecutive days for certain unit members.
- B. The District may establish a twelve (12) hour, three (3) day (3/12) work schedule inclusive of lunch. For a 3/12 work schedule, unit members will have one (1) eight (8) hour “buy back” work day every other week.

The Association's concurrence must be obtained in order to implement a schedule under this provision. The overtime rate set forth in this Article shall be paid under the conditions set forth below when this Section 9(A) is implemented.

1. All hours the unit member is required to work in excess of their regular compressed shift, ten (10) or twelve (12) hours in any regular workday.
 2. All hours the unit member is required to work in excess of forty (40) hours in any regular workweek.
 3. All hours unit members having an average workday of four (4) hours or more are required to work on the fifth (5th), sixth (6th), and seventh (7th) day of the workweek after the completion of four (4) consecutive days.
- C. Sick leave, vacation, and other leaves taken while on the compressed workweek shall be charged on an hour-for-hour basis.
1. When a holiday falls during a compressed work week, unit members will be paid on a day for a day basis. In such an instance, unit members shall have the following options:
 - a. If a member working a 12-hour shift is called back to work on a holiday where they would normally be scheduled off, that member will be paid time and one half (1 ½) plus earn a floating holiday for the holiday worked.
 2. Unit members working compressed workweek to include regular 12-hour shifts, shall earn holiday pay on a day for a day basis.
- D. Unit members receiving a night differential stipend shall continue to receive the differential stipend during the compressed work week schedule, when applicable.
- E. The following work schedule conditions are noted:
1. The compressed work day hours shall be prorated according to the unit member's regular work hours.
 2. The existing work schedules can be adjusted no more than three (3) hours before or after start/end times, based on the needs of the District.
 3. Night shift employees may work a day shift, upon mutual agreement between employee and supervisor.

Section 10--Assignments at Times Other Than Regular Academic Year.

When it is necessary to assign unit members not regularly assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made within classification on the basis of related experience, skills, knowledge, abilities, work habits, job performance, and suitability for the position. Unit members

shall not be required to accept assignments as set forth in this Section. If unit members are assigned to work in their regular job classification, they shall continue to receive their regular salary placement. If unit members are assigned to work in a job classification other than their regular job classification, they shall be paid on the first step of the salary range for the temporary job classification. Benefits shall be prorated as set forth in this Agreement.

Unit members who take vacation during assignments set forth in this Section shall be paid the established rate of pay for their assigned position during the academic year.

Section 11--Changes in Assigned Time.

A part-time unit member who is required to work a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days shall have his/her basic assignment changed to reflect the longer hours. The change in the regular assigned time shall be effective on the twenty-first (21st) consecutive working day. This is excluded when compressed work week schedule is implemented.

Section 12--Calendar Adjustment.

The District reserves the sole and exclusive right to determine the hours of operation, including, but not limited to, days that schools and offices shall be open to the public and students. If the District determines, for purposes of calendar adjustment, to close schools and offices, all unit members shall be granted credit as time worked all hours regularly scheduled for that day. Such calendar adjustment day or days shall only be on days in which classes are not scheduled and students are not required to attend school.

Section 13--Classified Work-Year Calendar.

180 work days (PT) + holidays

190 work days (PT) + holidays

194 work days (FT) + holidays

197 work days (PT) + holidays

211 work days (FT) + holidays

226 work days (PT/FT) + holidays

247-249 work days (PT/FT) + holidays (Will correspond to the total possible number of work days for the given year + holidays)

Section 14-- Classified Employee Work Calendar Committee.

CSEA and the District shall have two (2) appointed representatives on the Classified Employee Work Calendar Committee. The purpose of the Committee is to provide input for the classified employee work calendar. The committee will meet after the Board

approves the traditional school year calendars. The Classified Employee Work Calendars are subject to bargaining.

Section 15--Alternative Workweek

Regular part-time unit members, upon request of the supervisor and approval of the Assistant Superintendent of Human Resources or designee may work less than five (5) days per week. The total assigned weekly hours of work shall remain the same, and the regular, part-time unit member shall remain a unit member while working the alternative work schedule. When the district implements an alternative work schedule, part time employees, shall adjust their working hours to accommodate the compressed workweek.

Section 16--Shift Change

- A. Shift change shall be defined as a change in the primary working hours of a unit member, either from regular (day) shift to swing (evening, but not graveyard) shift or vice versa.
- B. Shift changes may occur as necessary to meet the operational needs of the district.
- C. If a shift change is necessary, the unit member will be given no less than ten-workdays (10) notice of the proposed change, unless an emergency situation exists. The shift change may be executed in less than ten (10) days if the unit member voluntarily requests the change.
- D. The District shall notify CSEA of any proposed shift changes in writing. The District and CSEA shall negotiate the decision and effects, within the ten- workday window of employee notification.

ARTICLE X – HOLIDAYS

Section 1--Holidays.

Unit members shall be entitled to the following paid holidays, provided the unit member is in paid status during the working day immediately preceding or the working day immediately succeeding the holiday:

Beginning in 2023, the Juneteenth holiday shall be included as a regular holiday for bargaining unit workers.

New Year's Day--January 1

Martin Luther King, Jr.'s Birthday--Third Monday in January

Lincoln's Birthday--observed on Monday or Friday during the week of February 12

President's Day--Third Monday in February

Memorial Day--Last Monday in May

Juneteenth-- observed on Monday or Friday during the week of June 19

Independence Day--July 4

Labor Day--First Monday in September

Veterans Day--November 11

Thanksgiving Day--

Day following Thanksgiving (in lieu of Admissions Day)

Day before Christmas holiday--December 24

Christmas Day--December 25

Day before New Year's Day--December 31

Section 2--Christmas/Winter Recess Holidays.

Regular unit members who are not normally assigned to duty during the holidays of December 24, 25, 31 and January 1 shall be paid for those four (4) holidays, provided they are in paid status during the workday of their normal assignment immediately preceding or succeeding the holiday period.

Section 3--Holidays Falling on Weekends.

When a holiday set forth in Section 1 falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday set forth in Section 1 falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. Unit members who are required to work a workweek other than Monday through Friday, and as a result lose a holiday to which he/she would otherwise

be entitled, shall be provided a substitute holiday or be paid for the number of hours regularly assigned on that day at the unit member's regular rate of pay.

Section 4--Two Consecutive Holidays.

- A. In instances of two (2) consecutive holidays where the first (1st) day of the regular holiday is Friday and the second (2nd) day of the regular holiday is Saturday, the District shall schedule the holiday on either the preceding Thursday or the following Monday.
- B. In instances of two (2) consecutive holidays where the first (1st) day of the regular holiday is Sunday and the second (2nd) day of the regular holiday is Monday, the District shall schedule the holiday on either the preceding Friday or the following Tuesday.
- C. In instances of two (2) consecutive holidays falling on Saturday and Sunday, the District shall schedule the holiday on the preceding Friday or on the following Tuesday. Unit members shall observe Monday as a holiday.
- D. In instances of two (2) consecutive holidays falling on Wednesday and Thursday, the District shall schedule the Wednesday holiday on Friday.
- E. The provision of this Section 4 shall only be implemented after the Association has had an opportunity to indicate its preferences as to specific holiday dates.
- F. This Section 4 shall not be applicable to Thanksgiving holiday.

Section 5--Pay for Holidays Worked.

Unit members shall be paid at the rate of time and one-half for all hours worked on holidays set forth in Section 1 of this Article. Compensatory time off in lieu of pay may be granted as provided for in Article IX, Section 5 of this Agreement. Such additional holiday pay or compensatory time off shall be in addition to regular pay for the holiday.

ARTICLE XI - EMPLOYEE EVALUATION PROCEDURES

Section 1--General.

The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the procedural requirements set forth in this Article. Any grievance shall be limited to a claim that the procedures in this Article have been violated.

Section 2--Evaluator.

The District shall determine the unit member's evaluator, who shall be the management employee having direct supervision of the work of the unit member. Unit members shall not evaluate other unit members.

Section 3--Evaluation Period.

Each unit member shall be evaluated on not less than an annual basis. Unit members who have worked in the same classification for three (3) years or longer and have maintained evaluations with an overall rating of "meets standards" or "exceeds standards" for at least the three most recent evaluation periods may be evaluated every other year. The unit member's supervisor and the unit member may mutually agree to waive the annual evaluation within the first thirty (30) days of the employee's work year. In the event, the parties are not in agreement, the unit member's supervisor shall conduct the evaluation. The period for annual evaluation shall be July 1 through June 30. Within thirty (30) days of the start of the school year or any new assignment, unit members shall receive an evaluation orientation meeting, which includes the following:

- A. A copy of this Article, along with the opportunity to review the Article and ask questions.
- B. A copy of the unit member's job description.
- C. An overview of the evaluation criteria outlined in this Article, and how it relates to the unit member's job description.
- D. The unit member shall have the option to participate in the Classified Self-Assessment rubric.
- E. The unit member shall participate in collaborative goal setting during their evaluation year.

Section 4--Probationary Unit Members.

All probationary employees shall be evaluated three (3) times during the probationary period.

Section 5--Initial Individual Meeting.

Within the first forty-five (45) workdays of the school year or assignment, and following

the evaluation orientation meeting, the evaluator and the unit member shall meet. In this meeting, the unit member may bring the completed Classified Self-Assessment Rubric. The unit member shall bring a draft of ideas for collaborative goal setting. The evaluator and the unit member will discuss:

- A. Agreement of goals:
 - a) Three (3) Goals, including: One (1) Professional Growth, one (1) Site or Department, and one (1) District. The goal(s) may be connected to department, site, and District initiatives/strategic plans.
- B. The Goal Setting form is a “living document” that may be modified at any time with mutual agreement of the evaluator and the unit member. Ability or inability of a unit member to attain their goal shall not reflect negatively in the final evaluation or lead to discipline of the unit member. In the event that the unit member refuses to participate in the collaborative goal setting, such action will be deemed as insubordination. Unit members are expected to engage and actively participate in the goal setting process. Unit members shall not opt out of collaborative goal setting.
- C. Goal monitoring, timelines, available resources, professional development opportunities and evidence to demonstrate progress.
- D. The unit member shall be provided an opportunity to participate in approved professional development, and/or take advantage of available resources in order to achieve goals set in this process during work hours.
- E. Unit members may provide feedback on the Classified Employee Collaborative Goals Form.
- F. The District and CSEA will meet to conduct an after-action review for the 2018-19 evaluation year. Concerns will be addressed, and the team will work to revise evaluation documents and collaborate on training for the evaluation.

Section 6--Evaluation Criteria.

The following objective criteria shall be used in the evaluation process and must be supported by specific, verifiable facts over the evaluation period.

1. Job Skills and Knowledge: Demonstrates proficiency of the essential functions as outlined in the job description, utilizes appropriate tools in carrying out assigned duties and responsibilities, incorporates feedback and training regularly to enhance job performance.
2. Quality/Quantity of Work: Performs all required duties consistently, efficiently and in a timely manner; seeks methods to improve productivity and pays attention to detail; shows initiative and employs necessary and job-appropriate tools to carry out assigned tasks.
3. Communication: Engages and actively listens to all stakeholders; retains, relays, and effectively presents clear information in written, verbal and non-verbal form; communicates professionally when using various types of District

communication tools.

4. Problem Solving: Demonstrates an ability to identify problems and develop solutions in a timely and efficient manner, assists in the identification and implementation of solutions to job-related issues, utilizes various strategies to resolve identified problems.
5. Customer Service: Listens and responds positively to customer needs, serves all stakeholders while building strong relationships, responds in a prompt and friendly manner to requests and inquiries.
6. Judgment: Exercises sound, professional judgment in making decisions; performs job duties safely, promoting a safe and accident-free environment; responds calmly in stressful situations while following laws, policies and procedures.
7. Working Relationships: Builds professional rapport with colleagues, supervisors, District staff and all other stakeholders; confers with others in a professional and productive manner; is receptive to feedback from others.
8. Professional Work Habits: Maintains professional standards of dress and grooming, presents an image consistent with their job responsibilities and assignment, dresses and grooms in a manner that is conducive to the health and/or safety of themselves and/or others.
9. Attendance and Punctuality: Arrives for and leaves the designated work location, as identified by his or her supervisor, at the assigned times; adheres to and completes assigned work on schedule; uses available and permissible leaves in a contractually appropriate manner.
10. Measurable goals as outlined in Section 5(A).

Unit members shall be evaluated based on established evaluation criteria as indicated on a District-approved evaluation form and consistent with his or her current job description. The evaluation form shall provide for statement of commendations and recommendations.

Section 7--Final Evaluation.

Final written annual evaluations shall be presented to the unit member no later than fifteen (15) business days prior to the end of the unit member's work year. The evaluator and unit member shall meet prior to the end of the work year to discuss the final evaluation. At this evaluation, the unit member shall provide evidence of progress toward each goal. The evaluator and unit member shall collaboratively discuss and document progress, areas of growth, and reflections. The unit member shall have the right to make written comments and/or rebuttal, and have such written comments and/or rebuttal attached to the evaluation and made a part thereof. Such written comments and/or rebuttal shall be submitted by the employee within (10) days following receipt of the evaluation. The unit member may sign the written evaluation. If the unit member fails to sign, the evaluator shall note that the unit member refused to

sign and forward the unsigned evaluation to Classified Human Resources. A unit member's signature on the written evaluation acknowledges that he or she has received and read the evaluation, but it does not necessarily imply agreement with conclusions of the evaluator.

Section 8--Review.

Within ten (10) business days of receipt of the final written evaluation, the unit member may request a meeting with the evaluator's supervisor to review the evaluation. The evaluator's supervisor shall meet with the unit member. Following the meeting, the evaluator's supervisor may prepare written comments that will become a part of the evaluation.

Section 9--Permanent Record.

The final written evaluation shall be a permanent record of the District and shall be filed in the unit member's personnel file in the District offices.

Section 10--Unacceptable Performance.

At any time, if the evaluator believes that the unit member is demonstrating unacceptable performance or not making satisfactory progress, the evaluator may meet with the unit member to develop a Professional Development Plan. The plan must include:

- A. Specific deficiencies;
- B. Performance expectations; and
- C. Date by which deficiencies in performance must be corrected.

Section 11--Third-Party Statements.

No third-party statement shall be included in an evaluation unless supported by specific written, factual detail, which shall be made available for the viewing by the employee at the time of the evaluation meeting and upon request by the employee.

ARTICLE XII - PERSONNEL FILES

Section 1--Inspection.

Materials in personnel files of unit members that may serve as a basis for affecting the status of their employment are to be made available for inspection by the unit members involved.

Section 2--Exclusions.

Such materials are not to include ratings, reports, or records which (1) were obtained prior to the employment of the unit member involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

Section 3--Access.

Every unit member shall have the right to inspect such materials upon request. Such review shall take place during normal District business hours, and the unit member shall be released from duty for this purpose without salary reduction if his his/her work schedule does not permit such inspection during normal business hours.

Section 4--Release of Materials.

Upon written authorization by the unit member, a representative of the Association shall be permitted to examine materials in the unit member's personnel file as set forth in Sections 1 and 2 of this Article.

Section 5--Derogatory Materials.

Information of a derogatory nature, except material mentioned in the second Section of this Article, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. All such material shall be signed and dated by the person who drafted the material. Any derogatory material entered in a unit member's personnel file in violation of this Section 5 shall be removed until the unit member has been given notice and a reasonable opportunity to review and respond thereto.

Section 6--Confidentiality.

Material in personnel files shall be considered as confidential. Access to personnel files shall be limited to the unit member and the unit member's representative, as set forth above in this Article, and to those individuals authorized by the District's chief Human Resources officer. Such access shall be on a need-to-know basis as determined by the District's chief Human Resources officer.

Section 7--Copies of Materials.

Unit members will be provided a single copy of any materials placed in their personnel files. Additional copies will be provided at a cost of ten cents (10¢) per page.

ARTICLE XIII – TRANSFER

Section 1--Definition.

- A. A transfer is the reassignment of an employee without examination from one position to another position within the classification having the same salary range, or to a position in a similar or related classification having the same salary range.
 - 1. Voluntary demotions requested by the unit member shall be treated as a transfer under this Article.
 - 2. The relocation of a unit member's assigned classroom, program, or office from one District location to another shall not constitute a transfer.

- B. A rank is a position on the eligibility list wherein the eligibles' final score including seniority and/or preferential credit points) on the examination have been included and rounded to the nearest whole number (percent). All eligibles with the same score are accorded the same rank on the list.

Section 2--Voluntary Transfer.

- A. Permanent unit members within a classification who request transfer shall be considered in filling vacant positions.

- B. Any permanent unit member may request a transfer. Such requests shall be in writing on District forms and shall be submitted to the appropriate personnel office.

- C. Voluntary transfers are limited to positions in the same classification or a related classification at the same salary range or voluntary demotions. The District shall determine related classes for purposes of transfer. The Association shall be notified of all classes that are determined to be related for purposes of transfer.

- D. Unit members on probation are not eligible for voluntary transfers except upon the approval of the Assistant Superintendent of Human Resources or designee.

- E. Unit members whose most recent evaluation is not satisfactory or above shall not be eligible for voluntary transfer.

- F. Voluntary transfers shall not affect a unit member's salary increment date, accumulated sick leave, or accumulated vacation.

- G. Once selected for a voluntary transfer, the unit member shall not be eligible for another voluntary transfer for six (6) months.

Section 3--Involuntary Transfers.

A unit member may be transferred to a position in the same class to meet the needs of the District. Involuntary transfers shall not be made for disciplinary or preferential reasons. Notice of involuntary transfer shall be in writing. Within five (5) business days after receipt of notice of involuntary transfer, the unit member may request a meeting with representatives of the District to discuss the transfer. The meeting shall be held within ten (10) business days after receipt of the request.

Section 4--Filling Vacancies.

In filling vacancies through transfer, the following factors shall be considered: related experience, skills, knowledge, abilities, work habits, job performance, and suitability for the position. The manager with the vacancy shall rate each candidate on the aforementioned factors. A sum shall be calculated for the numeric ratings for each candidate and that sum used in comparisons. If, pursuant to the above numeric rating, the applicants are equal to each other, the applicant with the greatest seniority shall be offered the position.

Section 5--Requests for Transfer or Promotion.

Only unit members who have completed probation shall be allowed to transfer, except upon the approval of the Assistant Superintendent of Human Resources or designee. Qualified unit members who are interested in transfer shall file on District forms their preferences for any vacancies that may occur at specific locations during the school year. All transfer requests on file will be destroyed on July 1 of each year. New transfer requests may be submitted to the appropriate personnel office on the next business day and at any time throughout the school year. The District shall first attempt to fill vacancies from requests that have been on file in the personnel office along with the top three eligible ranks.

Section 6--Transfer Information.

At least once each month the District will publish a transfer bulletin that will be posted at all work locations. Included in that bulletin will be a list of transfers from the previous month. The District will publish a list of work sites with the classifications assigned to each work site.

Section 7--Temporary Transfer.

Nothing in this Section shall prohibit the District from making temporary transfers of unit members when the unit member's salary and benefits are not affected. Such transfers shall not exceed forty-five (45) days, unless the unit member is the subject of a current investigation.

Section 8--Vacant Positions.

Vacant positions shall be posted for not less than five (5) business days at all work locations prior to scheduling an interview to fill the vacancies so that unit members have an opportunity to file requests for transfer as set forth in Section 5 of this Article.

ARTICLE XIV - LEAVES

Section 1--Sick Leave.

Sick leave is the authorized absence from duty of a unit member because of illness, injury, or exposure to contagious disease that prevents the unit member from performing the duties of his/her job.

- A. Accrual of Sick Leave--Unit members (probationary and permanent) shall accrue sick leave as follows:
1. Full-time unit members shall accrue eight (8) hours of sick leave for each calendar month of service.
 2. Part-time unit members shall accrue sick leave on a pro rata basis.
 3. Unit members whose work year is extended as set forth in Article IX, Section 10, shall accrue sick leave for service performed during the extended period.
 4. New unit members of the District accrue sick leave from the first (1st) day of the month in which employed, provided their employment commences on or before the fifteenth (15th). If employment commences on or after the 16 sixteenth (16th) day of the month, sick leave is accrued from the first (1st) day of the following month. Sick leave will be accrued to the end of the month for an employee ending his/her service with the District, provided his/her last day of work is on or after the fifteenth (15th) day of the month.
 5. Regular employees on a limited term assignment shall continue to accrue sick leave credits as described in this section, after the sixty-sixth (66th) consecutive day of service has been performed. If the sixty-sixth (66th) day of service occurs on or before the fifteenth (15th) day of the month, sick leave shall be accrued for that month. If the sixty-sixth (66th) day of service occurs on or after the sixteenth (16th) day of the month, accrual of sick leave shall commence on the first (1st) day of the following month.
 6. Sick leave shall not accrue during unpaid leaves of absence.
- B. Sick leave shall be administered as set forth below:
1. A new employee of the District shall not be eligible to take more than six (6) days of sick leave, or the proportionate amount to which he/she may be entitled under this Agreement, until the first (1st) day of the calendar month after completion of six (6) months of active service with the District.
 2. Pay for sick leave shall be at the unit member's regular base rate of pay for regularly scheduled hours of work. Such paid leave shall be granted only

to the extent the unit member has accumulated sick leave available, except as provided for in Section 5 of this Article.

3. Unit members are required to notify their supervisors and the District's automated substitute system when they are to be absent for illness. If the absence for illness is to be longer than one (1) day, subsequent notification for each day's absence is required unless the duration of the absence can be stated at the time of the notification. If the absence is to be longer than one (1) day, the unit member shall notify his/her supervisor the day before returning so that substitutes/limited term employees, if employed, may be released.
 4. For an absence of one (1) month or longer because of personal illness, injury, or quarantine, a physician's report will be required for each month of absence. This report is in addition to the Report of Absence required for each absence. The requirement that these reports be submitted monthly during an absence will continue until the unit member either returns to duty or until his/her employment is terminated. The District may, at its discretion, require the physician's report at more frequent intervals.
 5. Sick leave of no more than the amount entitled to per year may be granted in advance of being earned. However, if a unit member leaves the service of the District, any overpayment of sick leave will be recovered by the District.
 6. A unit member who is absent on sick leave shall not be entitled to sick-leave pay for missed overtime work.
 7. Pregnancy, miscarriage, childbirth, or recovery therefrom is a temporary disability for which sick leave may be utilized. The date of commencement of absence from duties because of pregnancy, miscarriage, childbirth, or recovery therefrom shall be determined by the unit member and the unit member's physician. The date for resumption of duties shall be determined by the unit member and the unit member's physician. The required physician's verification for the commencement of absence from duties and resumption of duties shall be based on the unit member's physical ability to perform assigned duties.
- C. Accumulation of Sick Leave--If a unit member does not use the full amount of sick leave allowed in any year, the amount not used is allowed to accumulate from year to year without limit.
- D. Within one (1) year from the date of employment, a unit member shall have all earned sick leave transferred, if requested by the unit member, subject to the following conditions:
1. They have been employed by another California school district for a period of one (1) year or more.

2. They were terminated for reasons other than action initiated by the employer for cause.
3. Their termination with the other district has been within the past year.
4. It is solely the unit member's responsibility to request the transfer of earned sick leave from prior districts employment.

Section 2--Long-Term Sick Leave.

- A. Once each fiscal year unit members shall be credited with a total of one hundred (100) days of non-accumulated sick leave.
- B. The one hundred (100) days of non-accumulated sick leave shall be paid at fifty percent (50%) of the unit member's regular rate of pay.
- C. The one hundred (100) days of non-accumulated sick leave shall commence on the first day of absence and shall run concurrently with accumulated sick leave provided for in Section 1 of this Article. The district shall not deduct more than 100% of a sick day allotment during concurrent running of sick leave, i.e., a classified employee with 42 days of 100% sick leave shall have 58 days of 50% pay. The one-half (½) pay benefit is paid after the unit member has exhausted all earned sick leave as provided for in Section 1 of this Article. With the approval of Human Resources, the unit member may use earned vacation in conjunction with the one hundred (100) days of non-accumulated sick leave in order to receive full pay for the day of absence.
- D. The unit member shall be required to submit an attending physician's verification of illness and off-work order in order to receive extended sick-leave benefits. Periodic medical verification may be required during the period of extended sick-leave benefits. Receipt of benefits under this Section 2 may be conditioned upon certification of disability from a District-appointed physician.
- E. While receiving benefits as provided for in this Section 2, the unit member shall continue benefits as if he/she were in a regularly paid status.

Section 3--Illness Verification.

The District shall have the right to require verification for any leave taken under this section as a condition for granting the leave. An attending physician's verification of sick leave may be required for good cause after prior notification to the unit member. Periodic verification of illness may be required during extended absence of a unit member. Unit members returning to work from illness or extended absence of more than five (5) days, shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions.

Section 4--Personal Necessity Leave.

Unit members shall be entitled to use not more than seven (7) days of accrued sick leave during each school year in cases of personal necessity. The time used shall be deducted from and shall not exceed available sick leave to which the unit member is entitled.

A. Unit members may use all or part of seven (7) annual personal necessity days for personal emergencies. In such cases, the unit member shall not be required to secure advance permission for personal necessity leave, but will be required to submit a District form setting forth the reasons for the leave in order to receive payment. In extraordinary circumstances, the District may grant more than seven (7) days of personal necessity leave. The District will provide to the Association a quarterly report of those unit members who have been granted more than seven (7) days of personal necessity leave. Personal necessity leave for emergencies shall include any of the following:

1. The death of a relative who is not a member of the immediate family, a close friend, a District employee or student of a District school, or the death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in the Bereavement Leave Section of this Article.
2. An unforeseen crisis involving the unit member's property or the person or property of a member of the unit member's immediate family. Such unforeseen crisis must (a) be serious in nature, (b) involve circumstances the unit member cannot disregard, and (c) require the attention of the unit member during such unit member's assigned hours of service.
3. An illness, including pregnancy of unit member's spouse, of a member of the unit member's immediate family as defined above, serious in nature, which, under the circumstances, the unit member cannot disregard, and which requires the attention of the unit member during such unit member's hours of service.
4. Imminent danger to the home of a unit member occasioned by a factor, such as a flood or fire, serious in nature, and which requires the attention of the unit member during such unit member's assigned hours of service.

B. Unit members may use seven (7) of the seven (7) annual personal necessity days for personal business which can be transacted only during times when the unit member is required to perform services of the District. Determination of what constitutes personal business for a given individual shall be the responsibility of that unit member. The unit member using personal necessity leave for personal business shall be required to file a written statement on a District form with Classified Human Resources that such leave was not used for any of the following purposes:

1. Recreation.
2. Engaging in other employment, including self-employment, either direct or indirect.
3. Employee organization activity. (4) Work stoppage, strike, or other concerted activity directed against the District.
4. Work stoppage, strike, or other concerted activity directed against the District.
5. Any illegal activity.
6. In lieu of vacation leave

A request for personal necessity leave for personal business must be submitted on a District Classified Application of Leave form (HR57) to the employee's supervisor three (3) workdays in advance of the requested leave date, except where such advance notice is not possible due to circumstances beyond the control of the unit member. No more than five percent (5%) of the unit members at a work site may use personal necessity leave for personal business on the same day.

- C. In addition to the seven (7) personal necessity days set forth in Section 4(A) above, unit members shall be entitled to use a portion of their accrued and available sick leave each school year, not to exceed the amount accrued in a six (6) month period, to attend to an illness of a child, parent, spouse, or domestic partner of the employee, pursuant to "Labor Code Section 233". In no case, shall the leave available under "Labor Code 233," exceed six (6) days. The unit member shall not be required to secure advance permission for such leave, but will be required to submit a District form, identifying such leave as "Labor Code Section 233", setting forth the reason(s) for the leave in order to receive payment. The time used shall be deducted from and shall not exceed available sick leave to which the unit member is entitled. As used in this Section the following definition shall apply:

1. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in *loco parentis*.
2. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

Should Section 233 of the Labor Code be repealed, this provision of the contract will remain in effect for the remainder of the school year in which the provision is repealed and will no longer be applicable the subsequent school year.

- D. Unit members will be subject to appropriate discipline if the personal necessity leave was used for purposes other than verified on District forms.

Section 5--Critical Illness Leave.

- A. Unit members may request up to a maximum of three (3) days absence per fiscal year for critical illness in his/her immediate family. A critical illness is defined as one in which the patient's life is in danger and there is a possibility of death. Certification by a physician that the illness is critical in nature is required on a form provided by the District (HR-64) or a doctor's certification of the immediate family member's critical illness, and must be approved by the District. This form shall not be required if the illness is followed by death of the immediate family member.
- B. "Immediate family" includes father, mother, sister, brother, daughter, son, wife, husband, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, grandson, granddaughter, aunt, uncle, cousin, nieces and nephews or any person living in the immediate household of the unit member. A unit member may request approval from the District's chief Human Resources officer or designee for leave to be used in relation to a relative not designated as immediate family. The decision of the District's chief Human Resources officer or designee shall be final.

Section 6--Bereavement Leave.

- A. Unit members shall be entitled to four (4) days of bereavement leave or seven (7) days if travel out of state or more than 200 miles for grieving with family without loss of pay or deduction from other available leaves in the event of a death of a member of the unit member's immediate family. "Immediate family" is the same as defined in Section 5 (B) of this Article. A unit member may request approval from the District's chief Human Resources officer or designee for leave to be used in relation to a relative not designated as immediate family. The decision of the District's chief Human Resources officer or designee shall be final.
(Bereavement leave days do not have to be consecutive.)
- B. If a unit member becomes aware of the death of a member of their immediate family within forty-five (45) days from the death of such family member, the unit member shall be entitled to the same leave as Section 6A above.
- C. A unit member shall fill out the reason for the bereavement leave under this section on the District Classified Application for Leave (HR-57) form. Upon return to work, the employee shall provide one of the following supporting documents within ten (10) work days. This documentation must include the name of the deceased, in the form of the following: obituary, prayer card, funeral program, death certificate, cremation documentation, newspaper article, coroner's report, etc.

Section 7--Extended-Illness Absence.

In the event of an absence of a permanent classified unit member because of non-industrial illness or accident that continued beyond all available sick leave, vacation, and any other paid leave-of-absence benefits, the following procedures shall be followed:

- A. The unit member's name shall be carried on the District's rolls in an extended-illness-absence status for a period of no more than one (1) month from the date when all of his/her paid leave-of-absence benefits are exhausted.
- B. Prior to or at any time during the one-month, extended-illness absence period, verification of the unit member's continued illness or injury may be required from the attending physician.
- C. The unit member may be returned to his/her regularly assigned duties at any time during the one-month period upon verification by the attending physician that the unit member is able to perform such duties as the District may require. The District may require the unit member to be released by a District-appointed physician prior to a return to regularly assigned duties.
- D. In the event that the absence of the unit member will continue beyond the one-month, extended-illness absence period, it is the unit member's responsibility to initiate a request for a leave of absence. The request should be accompanied by a recommendation of the attending physician. If granted, a leave of absence will be limited to one (1) calendar year, unless extended by the District at the unit member's request.
- E. If, at the conclusion of all leaves of absence, the unit member is still unable to assume the duties of his/her position, his/her employment shall be separated and his/her name shall be placed on a reemployment list for a period of 39 months.

Section 8--Industrial Illness and Accident Leave.

Unit members who have completed their initial probationary period, when absent from duty because of industrial illness or accident, shall be entitled to industrial illness and accident leave. The conditions and regulations for industrial illness and accident leave are set forth below:

- A. Any absence which is supported by an authorized doctor's certificate and which is verified by the District administering agency as qualified for Workers' Compensation is an absence payable under industrial illness and accident leave. During the period of determination by the administering agency, the payroll charge will be made to the unit member's sick-leave account. If the claim is approved, an adjustment will then be made, restoring to the unit member the sick leave previously charged from the first (1st) day of absence and a charge made in lieu thereof to industrial illness and accident leave. In the event the employee does not have sick-leave credit, appropriate payroll deductions will be made. If the claim is approved, reimbursement will then

be made on the first available warrant register. Industrial illness and accident leave will commence on the first (1st) day of authorized absence.

- B. A maximum of sixty (60) workdays of industrial illness or accident leave is allowable for any one (1) illness or accident, and shall be used in lieu of entitlement to any other paid leave.
 - 1. Eligibility for industrial illness and accident leave will continue for only such period as the unit member qualified as temporarily disabled under the Workers' Compensation laws.
 - 2. An industrial illness and accident leave may overlap into the next fiscal year by no more than the amount of leave remaining at the end of the fiscal year in which the injury or illness occurred.
- C. Industrial illness and accident leave shall not be accumulative from year to year, nor one accident/illness to another.
- D. Should the employee's absence due to an industrial illness or accident extend beyond sixty (60) workdays, the unit member shall be permitted to use his/her accumulated sick leave, compensatory time, vacation, or other available leaves provided for in this Agreement. In no case shall compensation, when added to temporary disability benefits, exceed the rate of compensation to which the unit member would otherwise be entitled under specific leave provisions of this Agreement.
- E. During any period a unit member has available for his/her use paid leave benefits, the District shall monitor the temporary disability benefits to assure proper retirement credit and contributions for Public Employees' Retirement System.
- F. Upon complying with District medical-release requirements and receiving District authorization to return to work, a unit member on industrial illness and accident leave shall be reinstated in a position in the same class without loss of status or benefits.
- G. Should the unit member's absence extend beyond all entitled paid leaves of absence, he/she shall be placed on an extended-illness leave in an unpaid status for a period of one (1) month from the date all of his/her paid leave-of-absence benefits are exhausted.
- H. If a unit member is not medically able to assume the duties of his/her Position after all industrial illness and accident leave, sick leave, vacation, compensatory time, and extended-illness absence leave have been exhausted, his/her employment shall be separated and his/her name shall be placed on a reemployment list for a period of thirty-nine (39) months. When medically released for return to duty during the thirty-nine (39) month period, he/she shall be employed in the first (1st) vacant position in the class of his/her previous

assignment over all other available candidates, except for those on a reemployment list established because of lack of work or lack of funds. A unit member who fails to accept an appropriate assignment shall be removed from the reemployment list.

- I. A unit member receiving benefits as a result of an industrial illness or accident shall, during periods of injury or illness, remain within the state of California unless the District authorized travel outside the state.
- J. For purposes of this Agreement, the term "duty" refers to all scheduled working days, including legal and District-declared holidays, on which a unit member in the bargaining unit is authorized to receive salary payments.
- K. The term "qualifying for Workers' Compensation" presupposes that an accident report has been filed according to established procedure and that the administering agency considers the claim valid. In the event of rejection of the claim by the administering agency, industrial illness and accident leave shall not apply.

Section 9--Jury Duty and Witness Leave.

- A. Leave of absence for jury service shall be granted to unit members who have been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of required attendance for jury service. The unit member shall receive full pay while on leave, provided that the jury summons and court certification is filed with the District. Request for jury service leave should be made by filing the official court summons to jury service with Human Resources. The District shall deduct the jury service fee from the unit member's pay.
- B. Leave of absence to serve as a witness in a court case shall be granted a unit member when he/she has been served a subpoena to appear as a witness, not as the litigant, in the case. The length of the leave granted shall be for the number of days of required attendance in court as certified by the clerk or other authorized officer of the court. The unit member shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the School District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to Human Resources.
- C. The jury-service fee and witness fee set forth in Sections A and B above do not include reimbursement for transportation expense. In the event that the unit member receives funds for jury service, a copy of the check shall be submitted to the payroll department.
- D. Unit members shall be granted reasonable clean-up and travel time prior to reporting to court. Unit members are required to return to work during any day

or portion thereof in which jury duty services are not required, except when less than two (2) hours of regularly scheduled work remains.

- E. Unit members employed four (4) hours or more per day on a regular basis and who work evenings shall be granted leave under this Section 9 equivalent to that granted other unit members scheduled to work 8:00 a.m. to 4:30 p.m., i.e., an eight- hour (8) employee who serves four (4) hours on jury duty is required to work four (4) hours.

Section 10--Absence for Examination.

A unit member, upon giving his/her immediate supervisor adequate notice, shall be eligible to participate in any employment examination conducted by the San Bernardino City Unified School District without loss of pay, provided the unit member has been notified by Human Resources that he/she is eligible to participate.

Section 11--Military Leave.

Unit members shall be granted any military leave to which they are entitled under law as classified school employees. Time spent in military service shall be included in computations of years of service with the District. The unit member shall be required to attach a copy of their military orders to the District Classified Application for Leave (HR-57) when requesting military leave.

Section 12--Patriotic Leave.

In the event a spouse or child of a classified employee enlisted in the United States Armed Forces has received deployment orders to a declared combat zone where they may be harmed or killed, said unit member shall receive up to two (2) days of paid leave. These two (2) days shall not be chargeable to vacation or sick leave and shall be used prior to and/or including the date of deployment. Upon the request for leave, the unit member shall provide the District with the enlisted family member's proof of deployment orders. The unit member shall provide three (3) full business-days notice to the District office and their site and shall follow established leave procedures. Declared combat zone is defined as a declared war zone, a Federal Police Action, or an active combat zone in which the President or Congress authorizes the use of deadly force.

Section 13--Quarantine.

A unit member shall be paid his/her regular salary for any period during which his/her place of employment is closed because of quarantine, epidemic, a declared disaster as determined by the Superintendent, or other conditions involving the health or safety of employees. The paid release from the employee's worksite shall only be provided if the unit member is willing, and able to perform his/her customary or other reasonable and suitable duties.

Section 14--Short-Term Leave without Pay.

Unit members may be granted a short-term leave of absence without pay for reasons satisfactory to the District. Unit members shall not take more than five (5) days of short-term leave without pay during any one (1) school year.

Section 15--Family Leave.

Unit members employed by the District for a minimum of 12 months shall be granted not more than twelve (12) weeks of unpaid family leave within twelve (12) months as set forth in the following conditions:

- A. Family leave may only be used for the birth, adoption, or serious illness of a child, or to care for a parent or spouse who has a serious illness.
- B. The District may require verification of the necessity of the leave.
- C. All available vacation leave must be used prior to family leave.
- D. The unit member must give as much advance notice as possible.
- E. Unit member's group health benefits as provided for in Article VII, Section 1, shall be maintained during approved family leave. If the unit member fails to return to work at the expiration of family leave, the unit member shall reimburse the District for all health benefits paid during the family leave. To maintain group dental and life insurance benefits during family leave, the unit member must pay the cost of premiums.
- F. At the conclusion of family leave, the unit member will return to the same or comparable position without loss of hours or seniority.

Section 16--Leave of Absence.

A leave of absence without pay in excess of five (5) consecutive days may be granted as follows:

- A. For valid reasons, a request for a leave of absence without pay may be granted to a permanent unit member. A leave of absence shall not normally exceed one (1) calendar year, and shall be subject to the approval of the immediate supervisor, Human Resources, and the Board of Education.
- B. The failure of a unit member to return to work or to report for reassignment at the expiration of leave of absence shall be considered as equivalent to a resignation. A leave of absence may be revoked upon the recommendation of Human Resources and approval of the Board of Education.

- C. An application for leave of absence shall indicate the beginning and ending dates of the requested leave and the reasons for the request, and shall be submitted to Human Resources at least one (1) month prior to the effective date of the leave. The unit member must receive approval from Human Resources prior to the start of their leave. In extenuating circumstances, a unit member may submit a request to the Assistant Superintendent of Human Resources or designee to waive the one (1) month notice. The unit member must submit the request no less than two weeks prior to the start of the leave. The Assistant Superintendent of Human Resources or designee shall have sole authority to grant or deny such requests prior to the effective date of the leave.
- D. Time spent on personal leave of absence shall not count toward seniority, salary increments, or accumulation of vacation. The granting of a leave of absence without pay for a period of three (3) months or more gives the unit member the right to return to his/her classification at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties.
- E. If a personal leave of absence is for a period of less than three (3) months, or if a combination of extended-illness absence leave and personal leave of absence is for a period of less than three (3) months, the unit member shall have a right to return to his/her position at the expiration of the leave of absence.
- F. A unit member whose work year has been extended may apply to the District for a leave of absence for the period of time he/she would have been off work for the first (1st) year following job reclassification.

Section 17--Vacation.

Unit members, employed as regular classified employees of the District, shall receive paid vacation as provided for in this Section 16.

- A. Vacation credit for full-time, twelve-month unit members shall be earned on the following basis:

<u>Years of Service</u>	<u>Days of Vacation</u>	<u>Monthly Accrual</u>
1 through 2	10	.83
3 through 4	12	1.00
5 through 11	15	1.23
12 through 17	17	1.42
18	18	1.50
19	19	1.58

20	20	1.67
22	22	1.83
25	25	2.08

1. Unit members regularly employed nine, ten, and eleven months per year shall earn vacation credit on a prorated basis.
2. Vacation credit shall not be earned and become a vested right until completion of the initial six (6) months of employment.
3. Vacation credit shall not be earned while a unit member is in an unpaid status.
4. Unit members whose work year is extended as set forth in Article IX, Section 13, shall accrue vacation credit for service performed during the extended period.

B. Any bargaining unit member with accumulated vacation days in excess of allowable limits will be paid out by the District. The allowable vacation carryover days are as follows:

- a. Nine (9) month employees shall be allowed to carry over up to a total of ten (10) days.
- b. Ten (10), eleven (11), and twelve (12) month employees shall be allowed to carry over up to a total of fifteen (15) days.

1. Twelve (12) month employees shall be permitted to carry over up to 25 days to be used during the following school year under the following conditions:
 - a. Twelve (12) month employees wishing to carry over up to twenty-five (25) days must submit a written request to their immediate supervisor, and submit a Vacation Request Carryover form to Human Resources that includes a specific plan on how they will utilize the carryover vacation days, no later than June 1st.
 - b. The supervisor and Human Resources shall approve or deny the twenty-five (25) day carryover request no later than June 30th.
 - c. At the start of the unit members work year, the unit member shall work with their supervisor to include all approved carryover days in their tentative vacation calendar.
2. The vacation payout as described in this section shall be paid out on the August 15th paycheck.

- C. Vacation leave shall be arranged in advance with the immediate supervisor consistent with the needs of the District on a standardized form.
1. For organizational planning purposes, within the first thirty (30) days of each, unit member's work year, all unit members shall submit to their immediate supervisor a tentative vacation calendar for the school year. To assist in this process, the unit member may request his or her vacation balance as of July 1. All requests for vacation must be submitted on the standardized District form not less than the ten (10) work days prior to the first (1st) day of the requested vacation time. A supervisor may approve a vacation request submitted less than ten (10) work days prior to the first (1st) day of the requested vacation time. The supervisor of the unit member requesting the vacation time will respond to the unit member on the standardized form within four (4) work days of receipt of the vacation request form. If the request is denied the supervisor will provide written reason for denial of the request.
 2. If the supervisor does not respond within the four (4) days the unit member and/or CSEA shall contact the supervisor and/or supervisor's evaluator to request a response. The supervisor or supervisor's evaluator shall respond within two (2) business days. If the supervisor, or supervisor's evaluator doesn't respond within that time, the unit member and/or CSEA may file a grievance at level II as established by Article XVIII of the Collective Bargaining Agreement.
 3. With the approval of the unit member's supervisor and Human Resources, the unit member may use the current year's vacation earnings, even though they have not yet been earned. If the unit member terminates District employment prior to earning the vacation used, the unearned vacation shall be deducted from the unit member's final check.
 4. Fractional days of vacation leave may be granted in not less than one-half (1/2) hour increments.
 5. Vacation leave is exclusive of regularly assigned days off and holidays set forth in Article X.
 6. Once scheduled and approved, the unit member may cancel or rescind their vacation day(s) with notification to their immediate supervisor and the automated substitute system no less than twelve (12) hours prior to the start of their scheduled shift.
 7. If a previously approved vacation request is later denied/rescinded, the unit member may appeal the denial to the Assistant Superintendent of

Human Resources or designee. If a previously approved vacation request is later denied/rescinded fewer than five (5) business days before the start of the vacation, the approval will stand.

D. Separation, Termination, Reduction in Work Year.

1. Upon separation from service, a unit member shall be entitled to lump-sum compensation for all earned and unused vacation, except that a unit member who has not completed six (6) months of employment in a regular status shall not be entitled to such compensation.
2. If a unit member is terminated and had been granted vacation which was not earned at the time of termination of his/her services, the District shall deduct from the unit member's severance check the full amount of salary which was paid for such unearned days of vacation taken.

E. Interruption or Termination of Vacation Leave.

1. A permanent classified unit member may interrupt or terminate paid vacation leave in order to begin another type of paid leave without return to active service, provided that approval is granted by Human Resources.
2. A permanent classified unit member who becomes ill, injured, or quarantined while on paid vacation is entitled to change that portion of his/her vacation to sick leave, provided that:
 - a. Attendance of a physician was required.
 - b. Proof of illness, injury, or quarantine is furnished by the physician.
 - c. The unit member was incapacitated to perform his/her duties.
 - d. The unit member has sick leave available.
3. Vacation leave may be postponed or rescheduled by the unit member if he/she is on a leave due to illness or injury. If rescheduled, the leave must be arranged with the immediate supervisor based upon available vacation dates.

Section 18--Catastrophic Leave.

Unit members may donate accumulated sick-leave days to another unit member absent due to a non-industrial catastrophic illness or injury. The conditions for this leave are as follows:

- A. The unit member must be absent from work due to a verified non-industrial catastrophic illness or injury.
- B. The unit member must have exhausted all paid benefits set forth in this Article XIV.
- C. Other unit members may make an irrevocable contribution of accumulated sick leave. The contributions by individual unit members shall be in eight (8) hour increments and shall not exceed a maximum contribution of twenty-four (24) hours to a unit member eligible for catastrophic leave.
- D. The District must determine that the unit member who has applied for catastrophic leave is unable to work due to a catastrophic illness or injury.
- E. Catastrophic leave shall not exceed thirty (30) consecutive workdays.
- F. While on catastrophic leave, the unit member shall not continue to earn additional sick leave, long-term sick leave, or vacation benefits.

Section 19--Funeral Leave.

The District may grant unit members paid funeral leave. The conditions for this leave are as follows:

The leave shall be for not more than four (4) hours.

The employee must get prior approval from the supervisor.

Such approval may be granted when such absence will not seriously disrupt District services.

This leave will not be granted in addition to, or in conjunction with, leaves granted as a result of a death in the employee's immediate family.

The supervisor may require verification of attendance at a funeral.

Section 20--Parental Leave.

Parental leave is limited to the first year after the birth, adoption, foster care, and/or non-parental guardian placement. To be eligible you must have worked for the District for at least twelve (12) months. The leave may be used intermittently in two-week increments, with prior written notice, on an approved HR leave form. A unit member may be granted a request for a leave of less than two (2) weeks duration on any two (2) occasions. Unit members must exhaust all available sick leave to access half-pay. The unit member is entitled to one (1) twelve (12) work week period of parental leave within twelve (12) months of the birth. Unit members must meet eligibility requirements outlined by the California Family Rights Act.

ARTICLE XV - REIMBURSEMENT, EXPENSES & MATERIALS

Section 1--Uniforms.

The District may require Campus Security personnel to wear distinctive uniforms. The initial set of uniforms, as required by the District, shall be purchased by the District. The District shall provide for needed repair and replacement of uniform items. If the District requires other categories of unit members to wear uniforms, a specific annual uniform allowance shall be negotiated with the Association. The District shall be the sole judge of whether a uniform item is in need of repair or replacement. The unit member is responsible for the reasonable use, maintenance, and care of District uniform items. The District will notify the Association and the Association will have ten (10) business days to request negotiations of initial allocation, repair, and replacement of uniforms.

A. Maintenance and Operations Classifications

This section applies to all Maintenance and Operations department personnel including site custodians but shall exclude Maintenance and Operations department office personnel. The District shall provide six (6) Uniform shirts annually during the month of February which shall meet the following requirements:

1. The shirts shall be manufactured for industrial use;
 2. Gray in color; and,
 3. Contain District logo;
- The District shall be responsible for any needed repair and or replacement of uniform shirts which are damaged.
 - The District shall continue to provide protective aprons and other outer garments as needed/required.
 - The District shall be responsible for care of the uniforms in the following classifications due to the heavy use of oil and solvents:
 - Small engine mechanics
 - Lead mechanics
 - Mechanics
 - Electricians
 - HVACR Mechanic
 - Welder Fabricator
 - Machinist

Failure to adhere to the expectation of wearing the uniform shirt during work hours, may result in disciplinary action per the Personnel Commission Rules outlined in Chapter 19.

All classifications required to wear uniforms shall also be eligible for protective footwear vouchers per Article XVI -Safety, section 7 -Safety Equipment.

Section 2--Tools and Equipment.

The District shall provide tools and equipment it requires for use by unit members in the performance of their assigned duties. Unit members may provide their own tools and equipment for use in the course of employment, with the written approval of the District. The District shall provide a safe place to store the tools and equipment.

Section 3--Replacing or Repairing Employees' Property.

- A. The District shall pay the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by a unit member, when such item is stolen or damaged in the line of duty without fault of the unit member. The vehicle of a unit member, when damaged by a malicious act, shall be repaired subject to limitations set forth in this Section.
- B. The District shall pay the cost of replacing or repairing tools or other property of a unit member lost or damaged due to fire, burglary, or vandalism while such property is at the work site of a unit member, provided the unit member has received written authorization on District-provided forms to bring such personal property to the work site.
- C. Payment by the District under this Section 3 is limited to the following:
 - 1. Payment under subsection "B" above shall be limited to property brought to the District.
 - 2. The claim must be filed on District forms within forty-five (45) days of the date of loss. The claim shall be accompanied by all required documentation, including, but not limited to, insurance coverage, warranties, and proof of original purchase. The loss must be reported to School Police within 24 hours of the incident. Receipts must be submitted prior to the payment of the reimbursement.
 - 3. The minimum claim shall be ten dollars (\$10.00).
 - 4. The maximum claim paid shall not be in excess of the value of the item at the time of the loss or damage, and in no case shall exceed three hundred-twenty dollars (\$320.00) per item lost or damaged or five-hundred-thirty dollars (\$530.00) per single occurrence involving the loss or damage of multiple items, but in no case shall exceed:
 - a. The lesser of the unit member's deductible;

- b. The actual cost of repairing;
- c. The actual cost of the item.

Claims for wheel covers and rims shall not exceed thirty dollars (\$30.00) for each wheel or one hundred-twenty dollars (\$120.00) per single occurrence.

- 5. Items lost or damaged through unit member negligence or as a result of the failure of the unit member to take reasonable steps to safeguard the property shall not be reimbursed as provided for in this Section.
- 6. If the person causing the loss is known, every reasonable effort must be made by the unit member to obtain reimbursement from the person before the District will consider the claim. This could include actions in Small Claims Court or other appropriate legal action.
- 7. If the unit member has insurance that would cover the loss, then it shall be considered primary. The District will pay the amount not covered, such as a deductible.
- 8. Vehicle accessories, including, but not limited to, tape decks, stereo sets, and CB or other two-way radios, when not professionally installed in the vehicle, shall not be included for reimbursement.
- 9. Automobile claims are subject to the following claim limits:
 - a. The unit member's automobile must be parked on or adjacent to District property while the unit member is engaged in District work.
 - b. Damage must be by malicious act or vandalism.
 - c. Collision claims and personal property taken from the vehicle are excluded from coverage under this article.
 - d. The claim form must be supported by the following documentation:
 - i. Two (2) repair estimates must be submitted with claims in excess of two hundred dollars (\$200.00).
 - ii. Proof of completed repair showing amount paid.
 - iii. Proof of insurance showing coverage and deductibles at time of loss.
 - iv. Any other documentation requested by the Employee Property Reimbursement Committee.

- e. If a claim is denied, unit members may to appeal the denial per the grievance process as outlined in Article XVIII.

Section 4--Unit Member's Responsibility.

Unit members shall be responsible for all tools, equipment, keys, uniforms, etc., issued to them by the District. All such District property shall be returned to the District upon termination of employment or as otherwise directed by the District. Unit members shall reimburse the District for all items lost, damaged, or stolen as a result of the unit member's negligence.

Section 5--Medical Examinations.

The District may require unit members to undergo medical examinations as a condition of employment or continued employment and pay the full cost of any such examination.

Section 6--Meals and Lodging.

The District shall pay the actual cost of lodging when unit members are required to be out of the District on District business. Unit members shall be reimbursed for the cost of necessary meals when out of the District as provided for in District Policy.

Section 7--Mileage Reimbursement.

Unit members authorized by the District to use their personal cars in fulfilling a work assignment shall be reimbursed at the rate established at the beginning of each fiscal year, which shall not be less than the current rate set by the Internal Revenue Service. Unit members covered by this section shall not receive a mileage reimbursement that is less than that paid by the District to any other group of District employees. It is understood and agreed that unit member travel between home and work sites is exempt from this provision. It is further understood and agreed that this reimbursement shall be payment in full for all car operating, maintenance, repair, and insurance costs resulting from such use.

Section 8--Tuition Reimbursement.

Unit members may submit an application for tuition reimbursement for attending educational or training courses through accredited educational institutions and trade schools for the purpose of improving job skills in their current position or to prepare them for other positions within the District under the following criteria:

- A. Completion of his or her initial probationary period; and
- B. Application submitted for reimbursement within thirty (30) days following the end of the term; or
- C. A unit member who attends courses from the date of hire to the date of permanency may submit an application for coursework completed during his or her probationary period within thirty (30) days following the date of permanent status.

Requests for reimbursement of tuition costs must be approved in advance by the Employee Tuition Reimbursement Committee. In addition, applicants shall submit a description of the course content and its applicability to their current position or other positions in the District. Reimbursement shall not be made in increments of less than fifteen dollars (\$15.00) per application. Tuition reimbursement shall be limited to \$1000 per semester or term. The reimbursement may not exceed the cost of tuition paid. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "C" or better and verification of grade(s) and costs.

An ongoing committee, consisting of three (3) members appointed by the Association, three (3) members appointed by the District and chaired by the Assistant Superintendent of Human Resources officer or designee, shall evaluate each application based upon the relevancy of the training to the needs of the District, either as related to the applicant's present position or to the District's future recruitment needs. The decision of the committee shall be final and binding, and shall not be subject to the grievance procedure set forth in Article XVIII.

There shall be a fund of \$40,000.00 available for purposes of implementation of this Section 8.

Unit-member initiated education or training shall not be considered as time actually worked and normally shall not occur during regular work hours.

Unit members receiving tuition reimbursement must continue to work for the District for not less than one (1) calendar year after the completion of the course(s). Termination of employment within one (1) calendar year after completion of the course(s) will result in a payroll deduction of the tuition reimbursement from the unit member's final pay warrant.

Section 9--Teacher Development Program.

Unit members may submit an application for attending accredited college or university courses for the purpose of obtaining a teaching credential to prepare them for teaching positions within the District under the following criteria:

1. Completion of his or her initial probationary period; and
2. Application submitted for reimbursement within thirty (30) days following the end of the term; or
3. A unit member who attends courses from the date of hire to the date of permanency may submit an application for coursework completed during his or her probationary period within thirty (30) days following the date of permanent status.
4. Tuition reimbursement may be paid to unit members that take a leave of absence to participate in student teaching as a part of a credentialing requirement.

Requests for reimbursement of tuition costs must be approved in advance by the Employee Tuition Reimbursement Committee. In addition, applicants shall submit a description of the course content and its applicability to an approved program of studies leading to a California teaching credential. Tuition reimbursement shall be limited to \$2000 per semester or term. The reimbursement may not exceed the cost of tuition paid. The tuition reimbursement is paid after satisfactory completion of the course(s) with a grade of "C" or better and verification of grade(s) and costs.

An ongoing committee, consisting of three (3) members appointed by the Association, three (3) members appointed by the District and chaired by the District's chief Human Resources officer or designee, shall evaluate each application based upon the relevancy of the course(s) to obtaining a California teaching credential. The decision of the committee shall be final and binding, and shall not be subject to the grievance procedure set forth in Article XVIII.

Unit-member initiated education or training shall not be considered as time actually worked and normally shall not occur during regular work hours.

After obtaining a California teaching credential, unit members participating in this Teacher Development Program shall submit to the District an application for employment as a teacher. If offered a teaching contract, the unit member shall accept the employment offer. Failure to enter into a teaching contract shall result in a payroll deduction of all tuition reimbursement under this program. Other methods for repayment of tuition reimbursement may be mutually agreed upon by the District and the unit member.

Section 10--Joint Study Committee.

During the term of this Agreement, the Association and/or District shall have the right to call for the creation of a Joint Study Committee to make recommendations regarding the feasibility of a career ladder compensation plan for unit members.

ARTICLE XVI - SAFETY

Section 1--General

The District shall provide a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees.

Section 2--Cal-OSHA.

The District shall comply with the provisions of California State Occupational Safety and Health Act regulations contained within the general industry and, where applicable, construction industry standards.

Section 3--Rights and Duties of Unit Members.

It is the responsibility of all unit members to be alert in observing unsafe conditions, and to report such un-remedied conditions in writing on the appropriate District form (RM9) to their immediate supervisor and/or site administrator. This form shall be made available at each work site, in the Safety office and on the District website. If no response or corrective action is taken by the supervisor and/or site administrator within ten (10) working days after the unsafe condition is reported, the unit member may file a written complaint directly with the District Safety Officer. If not satisfied with the response of the District Safety Officer, the unit member may request to be placed on the agenda of the next District Safety Committee meeting to present the safety complaint. The decision of the District Safety Committee shall be final.

- A. The ten (10) working days set forth above may be waived in the event of an emergency in which the unit member is in imminent danger of bodily harm.
- B. In such an emergency, the unit member may refuse to perform a duty considered to be placing the unit member in imminent danger of serious injury until there is a determination by the District Safety Officer.
- C. An update of significant or serious safety issues that have affected the District shall be reported at the next regularly scheduled safety meeting.

Section 4--Association Safety Representative.

The Association shall have two (2) representatives on the Safety Committee, to be appointed by the Association. The Association Safety Representatives shall serve on the District Safety Committee and shall have the same rights and responsibilities as any other committee member.

- A. The Association Safety Representatives shall be provided release time to attend meetings of the District Safety Committee and when meeting or conducting inspections with the District Safety Officer.

- B. District Safety Committee meetings shall be scheduled monthly. Inspections may be substituted for regularly scheduled Safety Committee meetings. Association Representatives shall be invited to participate in inspections, as scheduled. The District Safety Officer, with input from the Safety Committee members may add or cancel a meeting depending on the needs of the District.

Section 5--Violations.

With the exception of Section 4, violations of this Article shall not be subject to the grievance procedure set forth in this Agreement, except where no other administrative remedy exists. Violations of Section 4 shall only be subject to the grievance procedure when the grievance is filed by the Association.

Section 6--Unit Members' Rights.

No unit member shall suffer retaliation/recrimination for reporting any safety and/or health violation(s) under this article. The unit member shall use existing District procedures to address allegations of retaliation/recrimination.

Section 7--Safety Equipment.

The District shall provide all safety equipment required to be worn or used by a unit member.

When the District deems that employees shall wear protective footwear to work under hazardous conditions, the District shall provide and the employee shall wear protective footwear to comply with appropriate standards.

The District will provide one voucher per fiscal year to a District-authorized vendor on behalf of each employee that requires protective footwear. In the event the employee selects protective footwear where the cost exceeds the District allotment, the employee will be responsible to pay the difference.

It shall be the employee's responsibility to maintain the footwear in serviceable condition. The District will replace protective footwear as necessary, but not to exceed the annual replacement value at the District's expense unless damage occurs during the normal performance of the employee's duties.

The District's environmental safety officer will resolve any conflicts regarding the replacement of protective footwear.

Employees shall not be required to return protective footwear upon separation or transfer.

For positions which the District deems may be susceptible to foot injury, employees shall be required to wear OSHA CCR Title 8-3385 approved footwear.

The District shall supply protective footwear to comply with appropriate standards.

The District shall offer a voucher in the amount not less than \$100.00 to be used at District approved vendor for employees to purchase District approved footwear.

Upon purchase of District approved footwear, it shall be the employee's responsibility to maintain the footwear in serviceable condition.

The District shall replace protective footwear as necessary but not to exceed annual replacement at District cost, unless damage occurs during the normal performance of employee duties.

Conflicts regarding replacement of footwear shall be resolved under the direction of the District Safety Officer.

Employees shall not be required to return protective footwear upon separation or transfer.

ARTICLE XVII - LAYOFF AND REEMPLOYMENT

Section 1--Layoff.

The District reserves, retains, and is vested with the sole and exclusive right to lay off unit members in accordance with current applicable law. In the exercise of this exclusive right, the District makes the sole determination as to the specific positions to be eliminated. The Association has retained the right to negotiate the effects of layoff and the decision and effects of any proposed reductions in work hours/assignments on unit members.

Section 2--Notice.

If the District contemplates a layoff, the District will notify CSEA, and provide an opportunity to bargain the effects of layoffs by March 1.

All unit members are entitled to notice of layoff/reduction by March 15 if it is to be effective July 1. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than sixty days (60) prior to the effective date of their layoff. In all cases unit members shall be informed of their right under this article and copies of said notices shall be sent to the Association.

Section 3--Seniority for Layoff Purposes.

A. For purposes of this Article XVII, seniority is established by the unit member's date of hire in the class and higher classes as a regular classified employee of the District. Except for reinstatement within thirty-nine (39) months, a break in employment and subsequent reemployment shall create a new hire date. In cases where unit members have equal seniority, the issue shall be resolved by casting of lots.

B. Prior to issuance of notices of layoff, a seniority list for each class of positions affected shall be prepared by the District. Copies of the seniority lists shall be sent to the Association and shall be made available for public review.

Section 4--Layoff Procedures.

Layoff shall be made in inverse order of seniority in the class in which the layoff occurs. Layoff within a class will be determined by length of service in the class and higher classes. The unit member who has been employed the shortest time within the class, and higher classes, shall be considered to have the least seniority, and therefore shall be laid off first. Re-employment shall be in the reverse order of layoff. No regular unit member shall be laid off from any position while an employee serving under a substitute, provisional, emergency, or limited-term appointment is retained in a position in the same class, unless the regular unit member declines assignment to the temporary position.

Section 5--Bumping Rights.

A unit member laid off from his or her present class may bump into an equal or the next-lowest class in which the unit member had prior standing as an employee.

Unit members may not bump into a lower class if a vacant position in the unit member's present class exists.

When a unit member exercises bumping rights under this Section 5, he/she shall bump the unit member with the least seniority assigned to like hours and like months within a classification. When there are no unit members assigned to like months to be bumped, the unit member shall bump the least senior unit member of like hours, regardless of the number of months assigned; i.e., a ten- month (10) unit member could bump a less senior twelve-month (12) unit member, and a twelve-month (12) unit member could bump a less senior ten- month (10) unit member.

Section 6--Transfer.

The District shall transfer a qualified unit member subject to layoff to a vacant position at an equal or lower salary level with the agreement of the unit member. Such transfers made in order to avoid layoff shall supersede the provisions of Article XIII. If the transfer is to a lower-paying class, it shall be considered as a voluntary demotion in lieu of lay off. The District shall determine qualifications for purposes of this Section.

Section 7--Reduction of Hours.

The District reserves the right to offer unit members the opportunity to reduce hours in lieu of layoff. Any such reduction of hours shall be voluntary on the part of the unit member. Such reduction in hours, if any, shall be considered a layoff for purposes of reemployment rights.

Section 8--Reemployment.

- A. Unit members who have been laid off shall be placed on a reemployment list for the class from which they are being laid off. Placement on the reemployment list shall be in order of seniority. A reemployment list shall remain in force for a period of thirty-nine (39) months. Persons on such a list shall be reemployed in preference to new applicants.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned shall be granted the same rights as persons laid off, and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

- B. Any unit member who is laid off and is subsequently eligible for reemployment shall be first notified by telephone of an opening. If the unit member cannot be

notified by telephone, the unit member shall be notified of an opening in writing by the District. Such notice shall be sent by certified mail to the last address given the District by the unit member and a copy shall be sent to the Association by the District, which shall acquit the District of its notification responsibility.

- C. A unit member shall mail, or otherwise notify, the District of his/her intent to accept or reject re-employment within five (5) working days following receipt of the reemployment offer notice. If the unit member accepts reemployment, the unit member must report to work in accordance with the District's offer, but in no event may the unit member be required to report earlier than fifteen (15) working days following receipt of the reemployment notice. A unit member who refuses such reemployment offer thereby forfeits all re-employment rights, and the unit member's name shall be removed from the reemployment list.

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 1--Definitions.

- A. A grievance is a formal written allegation by a unit member that he/she has been adversely affected by misapplication or incorrect interpretation of a specific provision of this Agreement. Actions to challenge or change District policy or regulation are not subject to the grievance procedure.
- B. A grievant may be any unit member or the Association.
- C. The immediate supervisor is the lowest level administrator having jurisdiction over the grievant who has been designated to adjust grievances.
- D. A "day" is any day in which the central administrative offices of the District are open for business.

Section 2--General Provisions.

- A. Before filing a formal written grievance, the unit member shall attempt to resolve it by an informal meeting with his/her immediate supervisor.
- B. The grievant has the right to have a representative present at any level of the grievance procedure beginning with formal Level I set forth in Section 3 of this Article.
- C. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private.
- D. Any unit member may present grievances to the employer and have such grievances adjusted during formal Levels I and II herein, without the intervention of the exclusive representative, as long as the adjustment is not inconsistent with the terms of this contract. The District shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. A grievant may be represented by the Association or may represent himself/herself.
- E. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits given in this procedure may be modified by written agreement of all the parties involved.
- F. In the event that a grievance affects more than one unit member, the grievance may be filed on behalf of all affected unit members, and if the grievance affects unit members at more than one work location, it may be initiated at formal Level

II. Grievances concerning the same issue may be consolidated as long as it does not create an unnecessary delay.

- G. The District shall make available grievance forms. All grievances filed as set forth in Section 3 shall be filed on grievance forms and shall clearly set forth the name of the grievant, specific provisions of this Agreement allegedly misinterpreted or misapplied, and be signed and dated.
- H. The District shall grant the Association a reasonable amount of release time to assist in presenting grievances at a personal conference with a District person or at formal Level III as permitted herein. The Association shall designate a reasonable number of unit members to be job representatives and shall notify the District in writing of the names of such job representatives and the unit members they represent. If a change is made, the District shall be advised in writing. Release time shall be requested by the job representative twenty-four (24) hours in advance in order that substitute service may be obtained, if such is necessary, and shall be limited solely to one job representative in a given conference or at the formal Level III herein.

Section 3--Levels of the Grievance Procedure.

- A. Level I: Within ten (10) business days after the occurrence of the act or omission giving rise to the grievance or when the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal meeting, and the specific remedy sought, the date of the informal meeting and the reason it was not resolved at the informal level. Within the above time limits, either party may request an informal meeting.

The supervisor shall communicate his/her decision to the grievant in writing within ten (10) business days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

- B. Level II: If the grievant is not satisfied with the decision at formal Level I, he/she may, within ten (10) business days of receiving the response to Level I, appeal the decision on the appropriate form to the Superintendent or his designee. This statement shall be a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or his designee may request an informal meeting within the above time limits.

The Superintendent or his designee shall communicate his/her decision to the grievant within ten (10) business days. If the Superintendent or his designee does not respond within the time provided, the grievant may appeal to the next level.

- C. Level III: If the grievant is not satisfied with the disposition of the grievance at formal Level II, the Association may, within fifteen (15) business days of receiving the Level II response, submit a request to the District to have the grievance submitted to mediation.

The District shall contact the California Mediation and Conciliation Services and request a mediator be assigned. The mediator shall work with the District and CSEA to schedule a mutually acceptable date for the mediation. Upon completion of the mediation the mediator will provide a written recommendation for resolving the grievance. A copy of the mediator's written recommendation shall be provided to all parties.

The parties shall work to reach a written grievance settlement agreement which shall incorporate the mediator's written recommendations.

- D. Level IV: If the grievant is not satisfied with the disposition of the grievance at formal Level III, the Association may, within fifteen (15) business days of receiving the Level III response, submit a request to the District to have the grievance submitted to final and binding arbitration. If the two Parties cannot agree on an arbitrator, the District shall request a list of seven (7) experienced arbitrators from the California State Conciliation Service or the American Arbitration Association. The arbitrator shall be selected within ten (10) business days by the alternate strike method until only one (1) name remains or by mutual agreement between the parties.

Arbitration shall be conducted as follows:

1. The arbitrator will decide the time and place for a hearing. The hearing will be private, and, unless otherwise agreed, will be conducted in accordance with the Voluntary Rules of the American Arbitration Association.
2. The arbitrator shall not consider any matter outside the scope of the grievance as defined in this Agreement, shall confine the decision to the precise issue submitted, and shall have no authority to make a recommendation on any other issue. However, the issue as to whether a matter is outside the scope of the grievance is to be determined by the arbitrator.
3. After the close of the hearing, both Parties shall have an opportunity to submit written arguments.
4. The arbitrator shall submit the award in writing to all the Parties within thirty (30) business days after submission, which award shall be binding.
5. The cost of the arbitrator and hearing expenses shall be shared equally by the District and the Association.

ARTICLE XIX – CLASSIFICATION

Section 1--Authority of District.

It is the sole and exclusive right and responsibility of the District to determine the job content, qualifications, duties, and standards of each position within the unit at the inception of a new classification. In the exercise of this exclusive right, the District will assign all positions to a classification. After the initial establishment of any classification, any modification of the job content, duties, and standards of each classification shall be negotiated between the District and the Association.

Section 2--New Classifications.

If, during the term of this Agreement, a new classification within the unit is created, the District will give notice to the Association and propose a salary range. If the Association does not agree with the proposed salary range, it must request to meet and negotiate on the salary recommendation within ten (10) days of receipt of the notice. If unable to reach an agreement on a salary range, the issue will be submitted to impasse as provided by law.

Section 3--Working Out of Classification.

The District may require unit members to temporarily work out of classification. When assigned to work out of classification in excess of five (5) working days in a fifteen (15) calendar-day period, the unit member's pay shall be advanced to the first (1st) step on the salary range for the higher classification which assures a minimum of a one (1) range increase (approximately 4%). Such increase in pay shall be for the entire period the unit member is assigned to work out of classification.

Section 4--Vacant Positions.

A unit member shall not be assigned to temporarily work out of classification in a vacant position for more than one hundred and twenty (120) days.

Section 5--Working Out of Classification in a Management Position.

The District may request unit members to temporarily work out of classification in a management position. When a unit member agrees to work out of classification (in a management position) in excess of five (5) working days in a fifteen (15) calendar-day period, the unit member's pay shall be advanced by three (3) ranges. Such increase in pay shall be for the entire period the unit member is assigned to work out of classification. During the period in which the unit member works out of classification in a management position, all terms of this Agreement shall apply to the unit member.

Section 6--Workload Problem- Solving

In the event that there has been a vacancy or a long-term absence of an employee, and the unit member has been assigned an excessive amount of additional work, the unit

member may file a grievance on the workload issue in accordance with Article XVIII.

ARTICLE XX - DRUG AND ALCOHOL USE

Section 1--Purpose.

The purpose of this Article is to eliminate substance abuse and its effects in the work place. While unit members have certain rights to privacy, involvement with drugs and alcohol can take its toll on job performance and employee safety. Unit members must be in a condition to perform their duties safely and efficiently, in the interest of students, fellow workers, and the public as well as themselves. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours are inconsistent with this objective.

Section 2--Employee Assistance Program.

The District shall provide an Employee Assistance Program (EAP). Unit members who think they have an alcohol- or drug-usage problem are urged to voluntarily seek confidential counseling through the EAP.

Section 3--Prohibited Acts.

Unit members shall not be under the influence of or in possession of alcohol or drugs while on District property, at work locations, or while on duty or subject to be called to duty. Unit members shall not use such substances while they are subject to District duty, sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty or subject to being called to duty, nor have their ability to work impaired as a result of the use of alcohol or drugs.

Section 4--Testing.

When there is reasonable suspicion that a unit member might be using alcohol or drugs, that unit member may be required to submit to physical or psychological examination and/or urine, blood, breath and/or other designated medical or chemical tests for evidence of drug and/or alcohol use. The cost of the tests shall be paid by the District. A chain of custody shall be maintained on each test sample. Urine samples shall be preserved for up to two (2) years. If the unit member's urine specimen tests positive for drugs, a second test shall be conducted using the Gas-Chromatography-Mass Spectrophotometry (GC-MS) method.

The laboratory selected to conduct the testing must meet or exceed the following professional standards:

- A. A forensic laboratory accredited by the College of American Pathologists.
- B. Adhere to the College of American Pathologists' guidelines.
- C. Membership in the California Association of Toxicologists.

- D. Participate in a voluntary proficiency screening of the California Association of Toxicologists.
- E. Have written procedures regarding equipment maintenance and toxicology testing.
- F. Maintain a maintenance log on all toxicology testing equipment.
- G. Make available a record of all laboratory employees and their qualifications.

Refusal to submit to the testing when reasonable suspicion exists shall constitute insubordination, which is cause for dismissal.

Section 5--Reasonable Suspicion.

Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent supervisor or manager to suspect that a unit member is under the influence of drugs or alcohol so that the unit member's ability to perform the functions of the job is impaired or so that the unit member's ability to perform his/her job safely is reduced.

For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- A. Slurred speech
- B. Alcohol odor on breath
- C. Unsteady walking and movement
- D. An accident involving District property
- E. Serious accident causing injury
- F. Physical altercation
- G. Verbal altercation
- H. Unusual behavior
- I. Possession of alcohol or drugs
- J. Information obtained from a reliable person with personal knowledge
- K. Failure to pass field sobriety test administered in private by law enforcement personnel

Anonymous information shall not constitute the sole basis for reasonable suspicion.

Section 6--Discipline.

A positive result from a drug and/or alcohol analysis may result in a disciplinary action, up to and including dismissal.

Section 7--Rehabilitation.

Depending upon the circumstances, and provided that the unit member has consented in writing to the testing, the District, in its sole discretion, may offer the unit member an opportunity to enter into a rehabilitation agreement prior to taking disciplinary action. Unit members entering a rehabilitation program in lieu of discipline shall be required to submit to random testing for up to one (1) year after completion of the program. Violation of the rehabilitation agreement shall be cause for disciplinary action, up to and including dismissal.

While receiving medical treatment for alcohol or drug abuse, the unit member shall be eligible to apply for sick leave and long-term sick leave benefits as provided for in Article XIV.

ARTICLE XXI - CONCERTED ACTIVITIES

Section 1--Association Obligations.

It is agreed and understood that there will be no strike, work stoppage, slowdown, or any concerted action or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown, concerted action, or other interference with the operations of the District by unit members who are represented by the Association, the Association agrees, in good faith, to take all necessary steps to cause those unit member to cease such action.

Section 2--Breach of Agreement.

It is understood that in the event Section 1 above is violated, this Agreement shall be breached and the District may elect to withdraw any rights, privileges, or services provided for herein from any unit members or the Association.

Section 3--District Obligations.

During the term of this Agreement or any extension thereof, the District agrees that it will not lock out its employees.

ARTICLE XXII - EFFECT OF AGREEMENT

Section 1--Complete Understanding.

The Association and the District acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the duration 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 whether referred to or not in this Agreement, even though such subjects or matters 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.

Section 2--Classified Personnel Rules and Regulations.

All current and future rules and regulations adopted by the Personnel Commission within the scope of meeting and negotiating shall not be applicable to unit members covered by this Agreement.

Section 3--Termination of the Merit System.

If, during the term of this Agreement, the Personnel Commission is abolished, the District agrees to meet and negotiate with the Association on matters within the scope of representation that have been governed by Personnel Rules and Regulations adopted by the Personnel Commission.

Section 4--Contract Waivers.

Specific provisions of this Agreement may be waived by written agreement of the Association and the District. Contract waivers shall not be deemed as a precedent, and shall not, under any circumstances, be used as a basis for extending the same consideration to other unit members.

ARTICLE XXIII - SAVINGS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the Parties agree to meet and negotiate on the issue at a mutually agreeable time and place after such determination.

ARTICLE XXIV - TERM OF AGREEMENT

Section 1--Duration.

Three (3) year agreement effective July 1, 2022, through June 30, 2025, with re-openers in the 2023-2024 and 2024-2025 school year for wages and benefits. Each party may reopen two (2) additional articles of the agreement for the 2023-2024 and 2024-2025 school years.

Section 2--Renegotiation of Wages and Benefits.

No sooner than April 1 and no later than July 1 of 2023 and 2024, either Party may submit an initial proposal for renegotiation of wages as set forth in Section 1 of Article VI, and benefits as set forth in Article VII. In addition, the Association and the District each may submit two (2) additional Articles of this Agreement for renegotiation. The renegotiations shall promptly begin no later than twenty (20) business days after receipt of the request for renegotiations.

Section 3--Successor Negotiations.

No sooner than January 1 and no later than March 1 preceding expiration of this Agreement, the Association shall present its initial proposals. No later than April 1, or a date to be determined by the Parties, the Association and the District shall commence meeting and negotiating for a successor Agreement. Any agreement reached between the Parties shall be reduced to writing and, if ratified by the Association and adopted by the Board of Trustees, signed by both Parties.

Section 4--Amendment.

This Agreement shall not be opened during the term of this Agreement except by specific reference in this Agreement or by specific written mutual consent of the Parties.

SCRIBERS ERROR LANGUAGE

The parties agree that the tentative agreement entered into on November 1, 2022, contains all of the changes to the collective bargaining agreement contemplated for the 2022-2025 school years. All other provisions of the collective bargaining agreement remain in effect unless otherwise negotiated.

APPENDIX A

San Bernardino City Unified School District

Classified Bargaining Unit Job Titles and Salary Schedule

Effective July 1, 2022

APPENDIX A

**San Bernardino City Unified School District
Classified Bargaining Unit Job Titles and Salary Schedule
Effective July 1, 2022**

JOB #	CLASSIFICATION	RANGE
413	ACCOUNT ANALYST	41
422	ACCOUNT CLERK I	32A
420	ACCOUNT CLERK II	35
742	ACCOUNTANT	48
417	ACCOUNTING DATA TECHNICIAN	37A
745	ACCOUNTS PAYABLE TECHNICIAN	36A
536	ADMINISTRATIVE ANALYST	46
324	APPLIANCE REPAIR TECHNICIAN	40A
405	APPLICATIONS ANALYST I	46A
399	APPLICATIONS ANALYST II	51A
397	APPLICATIONS ANALYST III	54
753	APPLICATIONS ARCHITECT - MAINFRAME	57
754	APPLICATIONS ARCHITECT - PC	57
329	ASBESTOS ABATEMENT INSPECT/INSULAT	43A
1184	ASSOCIATE PERSONNEL ANALYST	44
799	ATHLETIC EQUIP ATTENDANT/TRAINER	38
373	ATHLETIC EQUIPMENT ATTENDANT	33A
415	ATTENDANCE ACCOUNTING TECHNICIAN	38A
777	ATTENDANCE ASSISTANT	33
382	ATTENDANCE CLERK	35A
746	ATTENDANCE TECHNICIAN	37A
394	ATTENDANCE VERIFIER	30A
304	AUTOMOTIVE MECHANIC	41A
319	AUTOMOTIVE MECHANIC ASSISTANT	39
376	BENEFITS REPRESENTATIVE	42
1128	BENEFITS TECHNICIAN	38
778	BIL ATTENDANCE ASSISTANT	33
510	BIL ATTENDANCE CLERK	35A
747	BIL ATTENDANCE TECHNICIAN	37A
525	BIL ATTENDANCE VERIFIER	30A
511	BIL CLERK I	30A

JOB #	CLASSIFICATION	RANGE
509	BIL CLERK II	33
815	BIL COM RELATIONS WKR II-PARENT INVOLVEMENT	33
512	BIL COMMUNITY RESOURCE WORKER	28A
598	BIL CURRICULUM MATERIALS CLERK	33
550	BIL EDUCATION ASST III (SEVERE IMPAIRMENT)	32
1058	BIL ENROLLMENT CENTER TECHNICIAN	38A
55	BIL INSTRUCTIONAL AIDE	28A
499	BIL INST ASST CAI	32
556	BIL INST ASST SDC	32
484	BIL INST ASST-TUTORIAL ASST	32
561	BIL INST TUTOR LH/PH	34A
729	BIL LIBRARY ASSISTANT	28A
812	BIL OFFICE ASSISTANT I HEALTH AIDE	30A
995	BIL OFFICE TECHNICIAN REGISTRAR	37A
596	BIL PARENT VOLUNTEER WORKER	28A
591	BIL SCHOOL LICENSED VOCATIONAL NURSE	39A
428	BIL SCHOOL OUTREACH WORKER	34
568	BIL SECRETARY	37
760	BIL SECRETARY II	38
520	BIL SENIOR CLERK	35A
595	BIL TRANSPORTATION SCHEDULER	43A
306	BODY & FENDER MECHANIC	41A
336	BODY & FENDER MECHANIC ASST	39
383	BRAILLE TECHNICIAN	36A
411	BUDGET ANALYST	46
412	BUYER	44
312	CABINETMAKER	41
427	CAFETERIA WORKER	26A
1181	CAMPUS SECURITY(BICYCLE MAINTENANCE)	38
489	CAMPUS SECURITY OFFICER I	37
713	CAMPUS SECURITY OFFICER II	39A
311	CARPENTER	41
318	CARPENTER ASSISTANT	38A
341	CATERING & CAFETERIA OPERATOR	31
1163	CERTIFIED ATHLETIC TRAINER	46
390	CLAIMS EXAMINER	46A
395	CLERK I	30A

JOB #	CLASSIFICATION	RANGE
391	CLERK II	33
438	COLLEGE AND CAREER READINESS TECHNICIAN	34
814	COMMUNITY RELATIONS WORKER II-PARENT INVOLVEMENT	33
1180	COMMUNITY RELATIONS WORKER III PARENT INVOLVEMENT	35A
478	COMMUNITY RESOURCE WORKER	28A
403	COMPUTER OPERATOR	40A
578	COMPUTER OPERATIONS TECHNICIAN	42
982	COMPUTER SPECIALIST I	40A
710	COMPUTER SPEC I-MAC	40A
986	COMPUTER SPECIALIST III	45A
1157	COMPUTER SPECIALIST IV	52A
708	COMPUTER SPECIALIST V	55A
3000	COMPUTER SUPPORT SPECIALIST	43
418	CONSTRUCTION PLANS SPECIALIST	44A
392	CONTRACT ANALYST	46
535	CURRICULUM MATERIALS CLERK	33
297	CUSTODIAL CREW LEADER	40A
352	CUSTODIAL QUALITY INSPECTOR	34A
359	CUSTODIAN I	32
355	CUSTODIAN II	34A
351	CUSTODIAN III	37
350	CUSTODIAN IV	39A
1081	CUSTODIAN V	41
407	DATA CONTROL CLERK	36A
1178	DATA QUALITY SPECIALIST	42
370	DELIVERY DRIVER/WAREHOUSE WRKR	36
1153	DIGITAL CONTENT PRODUCER	48
542	DISTRIBUTION EXPEDITOR	38A
325	DRYWALL/CEILING GRID INSTALLER	41
482	EDUCATION ASST III (ARABIC)	32
445	EDUCATION ASST III (CAMBOD)	32
1060	EDUCATION ASST III (COMMUNITY DAY SCHOOL)	32
447	EDUCATION ASST III (SAMOAN)	32
439	EDUCATION ASST III (SEVERE IMPAIRMENT)	32
446	EDUCATION ASST III (SPANISH)	32

JOB #	CLASSIFICATION	RANGE
585	EDUCATION ASST IV/NATV AMER CULTURE	35A
448	EDUCATION ASST III (VIETNAMESE)	32
323	ELECTRICIAN	41A
340	ELECTRICIAN ASSISTANT	39
327	ELECTRONICS TECHNICIAN	42A
1179	ENVIRONMENTAL COMPLIANCE & SAFETY TECHNICIAN	37
348	EQUIPMENT OPERATOR	39
416	EQUIPMENT RECORDS TECHNICIAN	38
379	FACILITIES ANALYST	51A
998	FACILITIES SPECIALIST	42
313	FLOOR COVERING MECHANIC	41
586	FLOOR COVERING MECHANIC ASSISTANT	38A
546	FOOD PRODUCTION WORKER	28A
314	GLAZIER	41
388	GRAPHIC ARTS ASSSISTANT	37
366	GROUNDWORKER	35
347	HEAVY EQUIPMENT OPERATOR	41A
951	HELP DESK TECHNICIAN	37A
737	HUMAN RESOURCES SPECIALIST	42
2099	HUMAN RESOURCES SPECIALIST SUBSTITUTE STAFFING	42
1194	HUMAN RESOURCES STAFFING ASSISTANT	41
377	HUMAN RESOURCES TECHNICIAN	38A
301	HVACR MECHANIC	42A
302	HVACR MECHANIC ASSISTANT	40
474	INST AIDE	28A
1177	INST ASSISTANT (ACADEMIC INTERVENTION)	32
470	INST ASSISTANT (COMP ASTD INSTR)	32
480	INST ASSISTANT (PE)	32
449	INST ASSISTANT (SP DA CL)	32
469	INST ASSISTANT (TUTORIAL ASST)	32
451	INST ASST/LIFEGUARD	32
435	INST TUTOR- DEAF AND HARD OF HEARING	34A
433	INST TUTOR-LH/PH	34A
425	INST TUTOR-LH/PH BILITERATE	34A
380	LANGUAGE TRANSLATOR/INTER SP	36A
303	LEAD AUTOMOTIVE MECHANIC	44

JOB #	CLASSIFICATION	RANGE
309	LEAD CARPENTER	44
322	LEAD ELECTRICIAN	44
326	LEAD ELECTRONICS TECHNICIAN	45
362	LEAD GROUNDWORKER	42
722	LEAD HVACR MECHANIC	45
346	LEAD MAINTENANCE WORKER	42
1040	LEAD NUTRITION SVC. EQUIPMENT MECHANIC	46
655	LEAD OFFSET DUPL&EQUIP OPERATOR	38A
337	LEAD PAINTER	43A
299	LEAD PLUMBER	45
307	LEAD PLUMBER/HVACR MECHANIC	45
353	LEAD POOL ATTENDANT	36A
686	LEAD PUBLIC SAFETY DISPATCHER	39A
298	LEAD SHEET METAL WORKER	45
476	LIBRARY ASST	28A
492	LIFEGUARD	30A
315	LOCKSMITH	41
333	MACHINIST	43A
372	MAIL CLERK	33A
592	MAINTENANCE TRADES HELPER	36
367	MAINTENANCE WORKER I	35
364	MAINTENANCE WORKER II	37A
1154	MARKETING GRAPHIC DESIGNER	51A
711	MICROCOMPUTER SPECIALIST II	43
712	MICROCOMPUTER SPECIALIST III	45A
538	MICROCOMPUTER SPEC I-PC	40A
577	MOBILE MAINTENANCE TEAM LEADER	46
317	MOBILE MAINTENANCE TRADES WORKER	39A
748	MULTI MEDIA TECHNICIAN	36A
343	NETWORK SPECIALIST	52A
537	NUTRITION COMPUTER ANALYST	49A
541	NUTR CTR LEAD DEL DRI/WHSE WRK	40A
1149	NUTRITION SVC CUSTODIAN/UTILITY TECH	33
539	NUTRITION SVCS EQUIP MECHANIC	43A
1041	NUTRITION SPECIALIST	48
51	OCCUPATIONAL THERAPIST	57A
772	OCCUPATIONAL THERAPY ASSISTANT	50
1043	OFFICE ASSISTANT I/SAP	30A

JOB #	CLASSIFICATION	RANGE
813	OFFICE ASSISTANT I- HEALTH AIDE	30A
385	OFFICE TECHNICIAN REGISTRAR	37A
338	PAINTER	41
339	PAINTER ASSISTANT	38A
530	PARENT VOLUNTEER WORKER	28A
1182	PAYROLL SPECIALIST	42
419	PAYROLL TECHNICIAN	38A
1135	PERSONNEL SPECIALIST	42
1136	PERSONNEL TECHNICIAN	38A
310	PLASTERER/CEMENT FINISHER	42
342	PLUMBER	41A
345	PLUMBER ASSISTANT	39
354	POOL ATTENDANT	34
365	POWER MOWER OPERATOR	36
328	PROGRAM CLOCK & FIRE ALARM TECHNICIAN	41A
755	PUB/COM REL TECH-WRITER/PHOTO	42
490	PUBLIC SAFETY DISPATCHER	37
389	PURCHASING CLERK	36A
955	QUALITY CONTROL TECHNICIAN/BLDING SVCS	37
1160	REGISTERED BEHAVIOR TECHNICIAN	42
360	REPROGRAPHIC EQUIPMENT OPERATOR	36
316	ROOFER	41
1079	SCHOOL ACCOUNTING TECH I -MIDDLE SCHOOL	37A
1080	SCHOOL ACCOUNTING TECH II -HIGH SCHOOL	38A
593	SCHOOL LICENSED VOCATIONAL NURSE	39A
431	SCHOOL OUTREACH WORKER	34
191	SCHOOL POLICE CLERK	36A
567	SECRETARY	37
759	SECRETARY II	38
757	SECRETARY III	39
401	SECURITY SPECIALIST	44
1196	SECURITY SPECIALIST II	46A
398	SENIOR ACCOUNTING DATA TECHNICIAN	40
774	SENIOR ATTENDANCE TECHNICIAN	39
752	SENIOR BUDGET ANALYST	49
426	SENIOR CAFETERIA WORKER	30A

JOB #	CLASSIFICATION	RANGE
570	SENIOR CATERER	33A
574	SENIOR CLAIMS EXAMINER	49
386	SENIOR CLERK	35A
545	SENIOR FOOD PRODUCTION WORKER	36
1195	SENIOR LANG TRANSLATOR INTERPRETER	39A
406	SENIOR PURCHASING CLERK	39
776	SENIOR REGISTRAR	39
549	SERVING KITCHEN OPERATOR	29
331	SHEETMETAL WORKER	42A
334	SHEETMETAL WORKER ASSISTANT	40
305	SMALL ENGINES MECHANIC	41A
756	SPECIAL EDUCATION ASSISTANT II (TRANSITION)	34A
557	SPECIAL EDUCATION LIAISON	32
817	SPEECH-LANGUAGE PATHOLOGY ASSISTANT	37
344	SPRINKLER SYSTEM SPECIALIST	40A
763	STUDENT ASSISTANT GROUP FACILITATOR	41A
1072	STUDENT RECOVERY SPECIALIST	41A
719	STUDENT SERVICES SPECIALIST II	50
1176	TELECOMMUNICATIONS SPECIALIST	45A
576	TRAINING SPECIALIST	46
506	TRANSPORTATION PLANNER	44A
587	TRANSPORTATION SCHEDULER	43A
363	TREE TRIMMER	41
1161	VIRTUAL LEARNING INSTRUCTIONAL ASSISTANT	32
657	WAREHOUSE SYSTEMS TECHNICIAN	38
332	WELDER FABRICATOR	41A
378	WORKERS COMPENSATION CLERK	36A
1050	WORKERS' COMPENSATION TECHNICIAN	38A
1126	YOUTH SERVICES SPECIALIST	42

1

2

3

4

5

6

7

8

APPENDIX B

**San Bernardino City Unified School District
Classified Salary Schedule
Effective July 1, 2022**

APPENDIX B

San Bernardino City Unified School District

Classified Salary Schedule

Effective July 1, 2022

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
STEP						
23	13.79	14.35	14.94	15.54	16.13	16.79
23A	14.10	14.64	15.23	15.84	16.46	17.11
24	14.35	14.94	15.54	16.13	16.79	17.46
24A	14.64	15.23	15.84	16.46	17.11	17.79
25	14.94	15.54	16.13	16.79	17.46	18.16
25A	15.23	15.84	16.46	17.11	17.79	18.51
26	15.54	16.13	16.79	17.46	18.16	18.88
26A	15.84	16.46	17.11	17.79	18.51	19.27
27	16.13	16.79	17.46	18.16	18.88	19.63
27A	16.46	17.11	17.79	18.51	19.27	20.04
28	16.79	17.46	18.16	18.88	19.63	20.42
28A	17.11	17.79	18.51	19.27	20.04	20.82
29	17.46	18.16	18.88	19.63	20.42	21.26
29A	17.79	18.51	19.27	20.04	20.82	21.66
30	18.16	18.88	19.63	20.42	21.26	22.10
30A	18.51	19.27	20.04	20.82	21.66	22.52
31	18.88	19.63	20.42	21.26	22.10	22.98
31A	19.27	20.04	20.82	21.66	22.52	23.44
32	19.63	20.42	21.26	22.10	22.98	23.88
32A	20.04	20.82	21.66	22.52	23.44	24.38
33	20.42	21.26	22.10	22.98	23.88	24.84
33A	20.82	21.66	22.52	23.44	24.38	25.34
34	21.26	22.10	22.98	23.88	24.84	25.85

34A	21.66	22.52	23.44	24.38	25.34	26.35
35	22.10	22.98	23.88	24.84	25.85	26.88
35A	22.52	23.44	24.38	25.34	26.35	27.42
36	22.98	23.88	24.84	25.85	26.88	27.98
36A	23.44	24.38	25.34	26.35	27.42	28.50
37	23.88	24.84	25.85	26.88	27.98	29.06
37A	24.38	25.34	26.35	27.42	28.50	29.64
38	24.84	25.85	26.88	27.98	29.06	30.23
38A	25.34	26.35	27.42	28.50	29.64	30.85
39	25.85	26.88	27.98	29.06	30.23	31.43
39A	26.36	27.42	28.52	29.65	30.85	32.05
40	26.88	27.98	29.06	30.23	31.43	32.70
40A	27.42	28.50	29.64	30.85	32.05	33.36
41	27.98	29.06	30.23	31.43	32.70	33.99
41A	28.50	29.64	30.85	32.05	33.36	34.71
42	29.06	30.23	31.43	32.70	33.99	35.35
42A	29.64	30.85	32.05	33.36	34.71	36.06
43	30.23	31.43	32.70	33.99	35.35	36.78
43A	30.85	32.05	33.36	34.71	36.06	37.53
44	31.43	32.71	34.00	35.35	36.79	38.26
44A	32.05	33.36	34.71	36.06	37.53	39.03
45	32.70	33.99	35.35	36.78	38.25	39.78
45A	33.36	34.71	36.06	37.53	39.03	40.56
46	34.00	35.35	36.79	38.26	39.79	41.37
46A	34.71	36.06	37.53	39.03	40.56	42.20
47	35.35	36.78	38.25	39.78	41.36	43.02
47A	36.06	37.53	39.03	40.56	42.20	43.89
48	36.78	38.25	39.78	41.36	43.02	44.75
48A	37.53	39.03	40.56	42.20	43.89	45.62

49	38.25	39.78	41.36	43.02	44.75	46.52
49A	39.03	40.56	42.20	43.89	45.62	47.47
50	39.78	41.36	43.02	44.75	46.52	48.38
50A	40.56	42.20	43.89	45.62	47.47	49.37
51	41.36	43.02	44.75	46.52	48.38	50.32
51A	42.20	43.89	45.62	47.47	49.37	51.34
52	43.02	44.75	46.52	48.38	50.32	52.32
52A	43.89	45.62	47.47	49.37	51.34	53.39
53	44.75	46.52	48.38	50.32	52.32	54.44
53A	45.62	47.47	49.37	51.34	53.39	55.53
54	46.52	48.38	50.32	52.32	54.44	56.62
54A	47.47	49.37	51.34	53.39	55.53	57.75
55	48.38	50.32	52.32	54.44	56.62	58.89
55A	49.37	51.34	53.39	55.53	57.75	60.06
56	50.32	52.32	54.44	56.62	58.89	61.23
56A	51.34	53.39	55.53	57.75	60.06	62.45
57	52.32	54.44	56.62	58.89	61.23	63.70
57A	53.39	55.53	57.75	60.06	62.45	64.96
58	54.44	56.62	58.89	61.23	63.70	66.24
58A	55.53	57.75	60.06	62.45	64.96	67.56
59	56.62	58.89	61.23	63.70	66.24	68.89
59A	57.75	60.06	62.45	64.96	67.56	70.27
60	58.89	61.23	63.70	66.24	68.89	71.65
60A	60.06	62.45	64.96	67.56	70.27	73.08
61	61.23	63.70	66.24	68.89	71.65	74.51
61A	62.45	64.96	67.56	70.27	73.08	76.00
62	63.70	66.24	68.89	71.65	74.51	77.47
62A	64.96	67.56	70.27	73.08	76.00	79.02
63	66.24	68.89	71.65	74.51	77.47	80.59
63A	67.56	70.27	73.08	76.00	79.02	82.18

64	68.89	71.65	74.51	77.47	80.59	83.81
64A	70.27	73.08	76.00	79.02	82.18	85.48
65	71.65	74.51	77.47	80.59	83.81	87.15
65A	73.08	76.00	79.02	82.18	85.48	88.89
66	74.51	77.47	80.59	83.81	87.15	90.65
66A	76.00	79.02	82.18	85.48	88.89	92.44
67	77.47	80.59	83.81	87.15	90.65	94.28
67A	79.02	82.18	85.48	88.89	92.44	96.17
68	80.59	83.81	87.15	90.65	94.28	98.05
68A	82.18	85.48	88.89	92.44	96.17	100.01
64	68.89	71.65	74.51	77.47	80.59	83.81
64A	70.27	73.08	76.00	79.02	82.18	85.48
65	71.65	74.51	77.47	80.59	83.81	87.15
65A	73.08	76.00	79.02	82.18	85.48	88.89
66	74.51	77.47	80.59	83.81	87.15	90.65
66A	76.00	79.02	82.18	85.48	88.89	92.44
67	77.47	80.59	83.81	87.15	90.65	94.28
67A	79.02	82.18	85.48	88.89	92.44	96.17
68	80.59	83.81	87.15	90.65	94.28	98.05
68A	82.18	85.48	88.89	92.44	96.17	100.01

APPENDIX C

**MEMORANDUM FOR UNDERSTANDING BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

And its Chapter 183

And

**SAN BERNARDINO CITY UNIFIED SCHOOL
DISTRICT**

APPENDIX C

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And its Chapter 183
And
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**

This memorandum of understanding (MOU) is entered by and among the California School Employees Association and its Chapter 183 (CSEA) and the San Bernardino City Unified School District (District) and are collectively referred to in this agreement as Parties.

RECITALS

The Parties recognize the need to establish a process addressing the need to review and reexamine custodial run sheets if the runs are believed to be unworkable or inefficient.

The Parties agree as follows.

AGREEMENT

The parties agree to establish a custodian run committee. The committee will consist of three members appointed by CSEA and 3 members appointed by the District with each having equal vote. The decision of the committee shall be final.

The Custodian run committee shall adhere to the following process regarding custodian runs.

Once a custodian or site supervisor believes a custodian run is difficult to accomplish or is inefficient, the following process and procedure is to be followed:

1. The custodian or site supervisor submits a work request to request an audit of the

run in question to the maintenance and operations department within five (5) days.

2. The maintenance and operations department notifies the CSEA within five (5) days of receipt of the proposed run modification. This notification shall include the nature of the inefficiency and difficulty of the run.
3. CSEA and the appropriate designee of the maintenance department shall meet to review the difficulty/inefficiency and develop resolution within twenty (20) days of notice to CSEA.
4. If the parties are unable to meet within the 20 day period in number 3 above, the run shall be adjusted by the party who is available to meet.
 - a. IE: CSEA is unable to meet, the decision of the District shall be implemented and moved to the step 5. If the District is unable to meet, the decision of CSEA shall be implemented and moved to the step 5.
5. Upon resolution of the inefficiency, a new run sheet reflecting any changes shall be issued within five (5) days.
6. Upon receipt of the modified/adjusted run, the new run shall be implemented for a period of 10 days. During this 10 day period all parties shall identify any issues for further consideration. If no further issues are identified the new run will become permanent.
7. If after the ten (10) day review in number 6 above, issues still remain, the run shall be resubmitted to step three (3).

This MOU shall remain in full force and effect until either party notifies the other of its desire to modify this MOU, at which time the parties shall enter into negotiations on the matter. This MOU shall remain in force through completion of the negotiations process.

This MOU is subject to the grievance procedure contained in the Collective Bargaining Agreement Article XVIII.

The undersigned declare and agree, they have the opportunity to read and understand the terms of this MOU.

BOARD POLICIES

DRUG AND ALCOHOL-FREE WORKPLACE

BP 4020

The Board of Education believes that the maintenance of drug- and alcohol-free workplaces is essential to school and district operations.

No employee shall unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in 21 USC 81 at any school district workplace. These prohibitions apply before, during and after school hours. A school district workplace is any place where school district work is performed, any school-owned or school-approved vehicle used to transport students to and from school or school activities; any off-school sites when accommodating a school-sponsored or school-approved activity or function where students are under district jurisdiction; or during any period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business.

The Superintendent or designee shall notify employees of these prohibitions.

An employee shall abide by the terms of this policy and notify the district, by the next business day, of any criminal drug or alcohol statute conviction which he/she receives for a violation occurring in the workplace.

The Superintendent or designee shall notify the appropriate federal granting or contracting agencies within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace.

The Board may not employ or retain in employment persons convicted of a controlled substance offense as defined in Education Code 44011. If any such conviction is reversed and the person acquitted in a new trial or the charges dismissed, his/her employment is no longer prohibited. A plea or verdict of guilty, a finding of guilt by a court in a trial without a jury, or a conviction following a plea of nolo contendere shall be deemed to be a conviction.

The Board or designee may take appropriate action, up to and including termination.

The Superintendent or designee shall establish a drug- and alcohol-free awareness program to inform employees about:

1. The dangers of drug and alcohol abuse in the workplace
 2. The district policy of maintaining drug- and alcohol-free workplaces
 3. Any available drug and alcohol counseling, rehabilitation, and employee assistance programs
 4. The penalties that may be imposed on employees for drug and alcohol abuse violations
- Adopted October 16, 2007

The Board of Education recognizes that technological resources can enhance employee performance by offering effective tools to assist in providing a quality instructional program, facilitating communications with parents/guardians, students, and the community, supporting district and school operations, and improving access to and exchange of information. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.

Employees shall be responsible for the appropriate use of technology and shall use the district's technological resources primarily for purposes related to their employment.

Employees shall be notified that computer files and electronic communications, including email and voice mail, are not private. Technological resources shall not be used to transmit confidential information about students, employees, or district operations without authority.

Online/Internet Services

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that prevents access to visual depictions that are obscene or child pornography and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose.

To ensure proper use, the Superintendent or designee may monitor employee usage of technological resources, including the accessing of email and stored files. Monitoring may occur at any time without advance notice or consent. When passwords are used, they must be known to the Superintendent or designee so that he/she may have system access.

The Superintendent or designee shall establish administrative regulations and an Acceptable Use Agreement which outline employee obligations and responsibilities related to the use of district technology. He/she also may establish guidelines and limits on the use of technological resources. Inappropriate use may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall provide copies of related policies, regulations, and guidelines to all employees who use the district's technological resources. Employees shall be required to acknowledge in writing that they have read and understood the district's Acceptable Use Agreement.

Use of Cellular Phone or Mobile Communications Device

An employee shall not use a cellular phone or other mobile communications device for personal business while on duty, except in emergency situations and/or during scheduled work breaks.

Any employee that uses a cell phone or mobile communications device in violation of law, Board policy, or administrative regulation shall be subject to discipline and may be referred to law enforcement officials as appropriate.

Adopted: October 16, 2007

The San Bernardino City Unified School District is committed to providing all employees and students a working and learning environment that is free of discrimination in accordance with applicable state and federal laws. This nondiscriminatory working and learning environment is for the benefit of all district employees (non-supervisory, supervisors and management) and students. All employees are expected to fully comply with this policy. Additionally, non-employees who have contact with the district's employees or students during working or educational hours are expected to conduct themselves in accordance with this policy. Absolutely no one is authorized to engage in conduct prohibited by this policy.

In keeping with this commitment to a nondiscriminatory working environment, the district maintains a strict policy prohibiting sexual harassment or sexual discrimination. This policy prohibits all forms of discriminatory harassment through any means, including nonverbal, verbal (including derogatory comments, slurs, propositions, teasing, jokes or taunts), physical (including gestures, touching, obstructing or otherwise interfering with a person's movement) or visual (including leering, cartoons, drawings, magazines, notes, letters or posters).

This policy prohibits all conduct by which an employee or student because of sex, sexual orientation, or gender orientation is subjected to unwelcome, offensive, intimidating, oppressive or otherwise interfering harassment or is subject to any discrimination, thereof on district property or district/school related activities. Students and employees will not be excluded on the basis of sex, sexual orientation, or gender from participation in any educational program, curricular or extracurricular, including all sports and other activities, denied the benefits of participation, or subjected to harassment or other forms of discrimination in such programs. This policy also prohibits bullying based on actual or perceived gender and all such acts related to school activity or school attendance of students occurring with a school under the jurisdiction of the Superintendent of the school district.

Gender is defined as the person's actual sex, or the perception of the person's sex, and includes the perception of the person's identity, appearance, or behavior, whether or not that identity, appearance, or behavior is different from that traditionally associated with that person's sex at birth. The district may require persons to comply with reasonable workplace appearance, grooming, and dress standards consistent with state and federal law, provided that persons are allowed to appear or dress consistently with their gender identity.

Sexual Harassment

All of the foregoing apply to complaints of sexual harassment. For the purpose of clarification, prohibited sexual harassment includes but is not limited to unwelcome sexual advances, requests for sexual favors and other verbal, nonverbal, visual or physical conduct of a sexual nature where: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education; or (2) submission

to or rejection of such conduct by an individual is used as the basis for employment or educational decisions effecting such individual; or (3) such conduct has the purpose or effect

of substantially interfering with work or educational performance or creating an intimidating, hostile, or offensive working or learning environment.

Examples of prohibited harassing acts:

1. Unwelcome sexual advances or sexual propositions
2. Kidding, teasing, or joking of a sexual nature or of other protected bases delineated above
3. Graphic commentary about an individual's body, sexual prowess or sexual deficiencies
4. Derogatory or demeaning comments about anyone's gender in general or gender identity or expression, epithets, slurs or jokes about one's race or ethnicity, color, national origin, religious creed, physical or mental disability, age (40 and over), sex, gender identity or expression, sexual orientation, or marital status
5. Leering or staring at someone
6. Unwelcome suggestive or insulting sounds such as whistles, kissing sounds, howling, or sucking noises
7. Touching, patting, pinching, stroking, squeezing, tickling or brushing against another's body
8. Displaying offensive objects, pictures, calendars, cartoons, magazines, videotapes, audio recordings or literature which are sexual in nature
9. Unwelcome use of sexually degrading language or innuendoes
10. Obscene gestures

Consensual sexual relationships

Romantic or sexual relationship of any employee with elementary or secondary students is clearly prohibited pursuant to state molestation laws concerning adults and children. Romantic or sexual relations between an adult student and faculty member or between a subordinate employee and his/her superior can raise "serious concerns" where there may be a conflict of interest and abuse of power. Such relations may lead to favoritism of a student or subordinate employee with whom the teacher or superior is sexually involved and where such favoritism adversely affects other students and/or employees.

1. Unwanted neck or shoulder massage
2. Spreading rumors about a person's sexuality
3. Graffiti about a person's sexuality
4. Letters, notes, telephone calls, e-mail or materials of a sexual nature

5. Stalking a person
6. Attempted or actual sexual assault
7. Making or threatening reprisals after a negative response to sexual advances
8. Impeding or blocking of one's movement
9. Repeatedly asking out a person who is not interested

Enforcement

Disciplinary action up to and including termination will be promptly taken against any employee (non-supervisory, supervisor or manager) if it becomes known to management that such person has engaged in conduct prohibited by this policy.

No Retaliation

No employee or students shall be retaliated against, in any manner, for reporting conduct which he/she believes to be a violation of this policy, for participating in an investigation of a possible violation of this policy, or for using the District's Complaint Procedure.

Retaliation against anyone reporting or perceived to have reported sexual harassment behavior or bullying because of one's gender is prohibited. Any retaliatory conduct shall be considered a serious violation of this policy and shall be independent of whether a complaint of sexual harassment is substantiated. Moreover, encouraging others to engage in retaliatory conduct also violates this policy.

Examples of prohibited retaliation:

1. Unfair grading
2. Unfair evaluation
3. Unfair assignment
4. Public or private ridicule
5. Oral or written threats
6. Intimidation
7. Destruction of property
8. Further harassment

Complaints

Individuals who have been subjected to discriminatory harassment have an obligation to immediately report the incident or incidents to their immediate supervisor or the district's Affirmative Action Director, who is also the district's Title IX Coordinator. The complaint will be processed in accordance with the district's Uniform Complaint Policy and Procedure. School personnel who witness such bullying acts are required to take immediate steps to intervene when safe to do so.

The procedure set forth pursuant to the district's Uniform Complaint Policy and Procedure does not deny the right of any individual to pursue other avenues of remedy under the jurisdiction of any state or federal law.

The confidentiality of the reporting or complaining party will be observed provided it does not interfere with the district's ability to investigate or take corrective action and will remain confidential, as appropriate.

Notifications

Pursuant to Educational Code 212.6, a copy of this policy will be displayed in a prominent location in the main administrative building or other areas of the school site. A prominent location is a location where notices regarding the district's rules, regulations, procedures, and standards of conduct are posted.

Also, a copy of this policy will be provided to each person employed by the school district at the beginning of the first quarter or semester of the school year, or at the time that a new employee is hired.

Site administrators or immediate supervisors who receive a sexual harassment incident report from any employee, non-employee or the public are required to submit a report to the Affirmative Action Office in order for the Affirmative Action Office to maintain a record of complaints. Also any report or complaint of bullying based on actual or perceived gender with their resolution will be submitted to the Affirmative Action Office.

Adopted by the Board of Education: June 26, 1984

Revised: January 21, 1992

Revised: July 6, 1993

Revised: February 18, 1997

Revised: December 4, 2001

Revised: January 11, 2005

Adopted: October 16, 2007

Revised: March 18, 2014

The district's Employee Property Reimbursement Committee meets monthly to review employee property reimbursement claims. The Employee Property Reimbursement Committee will make its determination of claims based upon applicable collective bargaining agreements and the following:

Section 1 - Claims - Claims must be filed on a district claim form within 30 days of the loss and must meet the following requirements:

1. The loss must be reported within 24 hours to School Police.
2. Minimum claim of \$10.00.

Section 2 - Claim Limits - Payments by the district for claims shall not exceed \$300.00 per item or \$530.00 per incident, but in no case shall exceed the lesser of:

1. The employee's deductible
2. The actual cost of repair
3. The actual value of the item

Claims for wheel covers and rims shall not exceed \$30.00 for each wheel or \$120.00 per single occurrence.

Section 3 - Employee's Responsibility - The employee has primary responsibility to secure and protect his/her personal property. Claims for reimbursement under this procedure shall not be paid under the following circumstances:

1. The employee failed to take responsible steps to safeguard his/her property.
2. The loss was a result of the employee's negligence or lack of care.
3. The employee failed to take reasonable steps to recover from the known person or persons that caused the damage.

Section 4 - Automobile Claims - Automobile claims are subject to the following claim limits:

1. The employee's automobile must be parked on or adjacent to district property while the employee is engaged in district work.
2. Damage must be by a malicious act or vandalism.
3. Theft of vehicle must be by a district student.
4. Collision claims and personal property taken from the vehicle are excluded from coverage.

5. Vehicle accessories, including, but not limited to, tape decks, stereo sets, and CB or other two-way radios, when not factory installed in the vehicle, shall not be included for reimbursement.

6. The claim form must be supported by the following documentation:

a. Two repair estimates must be submitted with claims in excess \$200.

b. Proof of completed repair showing amount paid.

c. Proof of insurance showing coverage and deductibles at time of loss.

d. Any other documentation requested by the Employee Property Reimbursement Committee.

Section 5 - Personal Property Claims

1. The district shall pay the cost of replacing or repairing property of an employee, such as prescription eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by an employee, when such item is stolen or damaged in the line of duty without fault of the employee. Excluded are jewelry, telephones, pagers, purses or wallets including contents and cash or cash equivalents.

2. The district shall pay the cost of replacing or repairing tools or other property of an employee lost or damaged due to fire, burglary, or vandalism while such property is at the work site of an employee, provided the employee has received written authorization on district-provided forms, to bring such personal property to the work site.

Note: By state law and as stated in the Certificated, Classified and Substitute Teacher Agreements, the individual's automobile insurance carrier must be the primary carrier. If the cost for repair or replacement exceeds the amount of the comprehensive deductible, the individual must file a claim with his/her insurance company to pay any amount above the deductible. (Example: If the comprehensive deductible is \$100 and the cost for repair is \$175, the individual is required to file a claim with his/her insurance company. If the Employee Property Reimbursement Committee approves the claim, the amount of the deductible \$100 will be paid by the district and the individual's insurance company must pay the remaining \$75.) If the individual does not carry comprehensive insurance and the Committee approves the claim, the district will pay the actual cost for repair, or up to \$300 for the loss or damage of a single item, or \$500 per single occurrence involving the damage or loss of multiple items, whichever is the lesser amount. The Committee requires a copy of that portion of the individual's insurance policy that indicates the amount for the comprehensive deductible. If there is full comprehensive coverage, the insurance carrier is responsible for payment of the repair costs.

Administrative Procedure Effective: July 12, 1999

Approved: October 16, 2007

Revised: June 30, 2008