

AGREEMENT

Between The

AZUSA UNIFIED SCHOOL DISTRICT

And The

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AZUSA CHAPTER 299

Effective

July 1, 2023 through June 30, 2026

# AGREEMENT

## TABLE OF CONTENTS

	<u>Page No.</u>
ARTICLE I, RECOGNITION	1.1
ARTICLE II, ASSOCIATION RIGHTS AND RESPONSIBILITIES	2.1
Access	2.1
Distribution and Posting of Materials	2.1
Use of Site Mail Boxes	2.2
Content Restrictions	2.2
Released Time	2.2
Seniority List of Unit Members	2.2
Release Time to Unit Member	2.3
ARTICLE III, AGENCY FEE	3.1
Organizational Security	3.1
Hold Harmless	3.1
ARTICLE IV, JOB VACANCY	4.1
Posting of Notice	4.1
Content of Notice	4.1
Application	4.1
Selection	4.2
Restrictions	4.3
Summer Employment	4.3
ARTICLE V, HOURS AND OVERTIME	5.1
Workweek	5.1
Workday	5.1
Reduction in Assigned Time	5.1
Adjustment of Assigned Time	5.1
Lunch Periods	5.2
Rest Periods	5.2
Overtime	5.2
Call-Back-Time	5.3

<u>Agreement - Table of Contents (continued)</u>	<u>Page No.</u>
Compensatory Time	5.3
Right of Refusal	5.4
Stand-by Time	5.4
Minimum Day Schedule	5.4
Requested or Implied Work	5.4
Minimum Day Release	5.4
 ARTICLE VI, PERSONNEL FILES	 6.1
Review of Files	6.1
Information of a Derogatory Nature	6.1
Access	6.1
 ARTICLE VII, PROGRESSIVE DISCIPLINE	 7.1
Definition	7.1
Discipline Steps	7.1
Verbal Warning	7.1
Written Warning	7.1
Letter of Reprimand	7.2
Post Letter of Reprimand Discipline	7.2
 ARTICLE VII, EVALUATION PROCEDURE	 8.1
General	8.1
Evaluation Frequency	8.1
Evaluation Procedure	8.2
Hourly Employees	8.3
 ARTICLE IX, LEAVES OF ABSENCE	 9.1
General Provisions	9.1
Abandonment	9.2
Leave Policies	9.2
Bereavement Leave	9.2
Sick Leave	9.3
Sick Leave Incentive	9.3
Maternity Disability	9.4
Sick Leave Abuse	9.4
Differential Pay (Illness or Accident)	9.4
Medically Determined Extended Leave	9.4
Personal Necessity Leave	9.5
Procedure for Personal Necessity Leave	9.5

<u>Agreement - Table of Contents (continued)</u>	<u>Page No.</u>
Industrial Accident or Illness Leave	9.6
Subpoena Leave	9.7
Jury Duty	9.7
Military Leave	9.7
Supplemental Catastrophic Leave	9.8
Definitions	9.8
Bank Committee	9.8
Minimum eligibility	9.9
Use of SCLB Time	9.9
Application for SCLB Time	9.9
Donation to the SCLB	9.10
Termination of SCLB	9.11
Hold Harmless	9.11
Miscellaneous Provisions	9.11
Vacations	9.12
Interruption of Vacation Leave	9.13
Termination of Vacation Leave	9.13
Unpaid Leaves of Absence	9.13
Family and Medical Leave	9.14
Parental Leave	9.17
 ARTICLE X, HOLIDAYS	 10.1
 ARTICLE XI, TRANSFER	 11.1
Definition	11.1
Criteria for Transfer	11.1
Unit Member Initiated Transfer Requests	11.1
 ARTICLE XII, RECLASSIFICATION	 12.1
 ARTICLE XIII, GRIEVANCE PROCEDURES	 13.1
General Provisions	13.1
Informal Level	13.1
Formal Level	13.1
Level I	13.1
Level II	13.2
Level II	13.2

<u>Agreement - Table of Contents (continued)</u>	<u>Page No.</u>
Arbitration	13.2
Selection of an Arbitrator	13.3
Motion to Dismiss	13.3
Limitations Upon Arbitrator	13.3
Effect of Award	13.4
Expenses	13.4
Failure to Meet Time Limits	13.4
Confidentiality	13.4
Grievance Files	13.4
No Reprisal	13.4
Legal Procedures	13.5
ARTICLE XIV, LAYOFF AND RE-EMPLOYMENT	14.1
Definitions	14.1
Notice of Layoff	14.1
Reduction in Hours	14.1
Order of Layoff	14.1
Seniority List	14.2
Bumping Rights	14.2
Layoff in Lieu of Bumping	14.2
Equal Seniority	14.2
Re-employment Rights	14.3
ARTICLE XV, SAFETY CONDITIONS	15.1
ARTICLE XVI, TRANSPORTATION	16.1
Bus Driver Proficiency	16.1
Trip Assignments	16.2
Miscellaneous	16.3
Bus Driver Proficiency	16.4
ARTICLE XVII, SALARIES	17.1
Salary Adjustments	17.1
Working Out of Classification	17.1
Longevity Pay	17.2
Salary Placement After Promotion	17.3
Shift Differential	17.3

<u>Agreement - Table of Contents (continued)</u>	<u>Page No.</u>
ARTICLE XVIII, ANNUAL SALARY SUPPLEMENT	18.1
Health and Welfare Benefits	18.1
Retirement Medical Benefits	18.1
ARTICLE XIX TRAINING/PROFESSIONAL GROWTH	19.1
Professional Growth Program	19.1
Criteria for Awards	19.1
Coursework	19.1
Special Activities	19.2
Qualifying for the Award	19.2
Application	19.3
Professional Growth Review Committee	19.4
ARTICLE XX, ALCOHOL/DRUG TESTING PROCEDURES	20.1
General	20.1
Application	20.1
Notice	20.2
Reasonable Suspicion Testing	20.2
Post-Accident Testing	20.3
Random Testing	20.4
Testing Procedures	20.4
Positive Tests	20.5
Disciplinary Action for Prohibited Conduct	20.7
Drug Testing	20.7
Alcohol	20.7
Controlled Substance	20.8
Miscellaneous	20.8
ARTICLE XXI, RETAINED RIGHTS AND RESPONSIBILITIES	21.1
ARTICLE XXII, MISCELLANEOUS PROVISIONS	22.1
ARTICLE XXIII, VOLUNTEERS	23.1
Intent	23.1
Process for Out-of-Classroom Volunteer Projects	23.1

<u>Agreement - Table of Contents (continued)</u>	<u>Page No.</u>
ARTICLE XIV, SEPARABILITY AND SAVINGS	24.1
ARTICLE XXV, ENTIRE AGREEMENT	25.1
ARTICLE XXVI, DURATION AND RE-NEGOTIATION	26.1
Duration	26.1
Re-Openers	26.1
APPENDIX A - Salary Schedule	
APPENDIX B - Health and Welfare Schedule	
APPENDIX C - Alcohol/Drug Testing Laboratories	
APPENDIX D - Hold Harmless Agreement	

## AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2023 by and between the Azusa Unified School District, whose address is 546 South Citrus Ave., Azusa, California 91702-0500, hereinafter referred to as the "District," and the California School Employees Association and its Chapter 299, whose address is P.O. Box 500, Azusa, California 91702-0500, hereinafter referred to as the "Association."

### WITNESSETH:

#### ARTICLE I RECOGNITION

The Board of Education of the Azusa Unified School District under provisions of Chapter 10.7 of the Government Code agrees to recognize the California School Employees Association and its Chapter 299 as the exclusive representative for the appropriately described unit listed below:

Included: All of the following designations and groupings of positions and classifications:

#### Administrative Services

Assistant Textbook Warehousekeeper	Pupil Personnel Technician
General Office Clerk	Secretary II
Curriculum Clerk I	Translator
PABX Operator-Receptionist	Data Technician Textbook
Warehousekeeper	Technician/Programmer
Curriculum Clerk II	Data & Software Specialist
Records Technician	Network Technician
Secretary I	Network Analyst
Personnel Assistant	Software Technician
Database Analyst	Registrar and Data Entry Technician
Technology Worker III - Electronic Devices and Systems	
MIS Help Desk Technician	



## Business Services

Data Entry Clerk  
Account Clerk I  
Messenger  
Purchasing Clerk  
Account Clerk II  
Assistant Warehousekeeper  
Messenger/Asst. Warehousekeeper  
Purchasing Specialist

Account Clerk III  
Buyer  
Printer II  
Lead Account Clerk  
Warehousekeeper  
Printer III  
Payroll Clerk  
Fiscal Analyst

## Nutrition Services

Food Service Worker I  
Lead Food Service Worker I  
Food Service Worker II  
Chef

Lead Food Service Worker II  
Food Service Worker III  
Food Service Truck Driver  
Cook

## Maintenance-Operations-Transportation

Athletic & PE Aide (H.S.)  
Custodian  
Bus Driver  
Groundskeeper I  
Maintenance I  
Technology Worker I  
Groundskeeper II  
Lead Custodian  
Operations & Events Tech I  
Operations & Events Tech II  
Lead Maintenance Worker

Maintenance II  
Technology Worker II  
Groundskeeper III  
Maintenance III  
Groundskeeper III-Crew Leader  
Lead Mechanic  
Technology Worker III  
Mechanic II  
Mechanic III  
Bus Driver/Dispatcher  
Bus Attendant

## School Clerical and Services

Noon Supervisor\*  
Instructional Aide  
Library Aide – Elementary School  
Instructional Aide-Special Education  
Instructional Aide-Bilingual  
Instructional/Community Aide-Bilingual  
Student Support Assistant  
Community Liaison Aide  
Community Aide – Bilingual  
Paraeducator I

Health Aide  
Health Aide II  
Computer Lab Aide II-Adult Education  
Instructional Aide-Computer Lab II  
Intermediate School Student Body Clerk  
Paraeducator III  
Braille Transcriber  
Campus Aide (High School)  
Preschool Aide  
Library Clerk-Intermediate School

\* in accordance with Education Code 45103 (b) (4)

Paraeducator II	High School ASB Clerk
Instructional Aide-Computer Lab I	School Secretary
Health Assistant-LVN	High School Library Technician
School Clerk	High School Principal's Secretary Health
Aide-Special Service	Career Center Technician Instructional
Aide – Students with	Job Coach/Instructional Aide - Adult
Disabilities	Transition Program
Student Support Assistant – Students	Campus Security
With Disabilities	Security Patrol Person

Excluded: All other Certificated, Management and other positions not listed above.

The Association and the District agree that this represents the appropriate unit and that it will not seek by any means to amend or change in any way the unit described herein.

The District agrees that if subsequent to this Agreement it creates any new classifications, it shall notify the Association of its action, describe the classification created including job title, job description and salary range, and the designation of the classification if included or excluded from the bargaining unit. The Association may within fifteen (15) work days of such notification contest any assignment by the District to include or exclude such classifications and positions into or from the bargaining unit, and in such case the District agrees to meet with the Association in an attempt to reach mutual agreement. If mutual agreement cannot be reached regarding the designation that the new classification be included or excluded from the bargaining unit, the Association may file through the Public Employment Relations Board (PERB) for a change in unit certification according to the rules of the PERB. The final decision of the PERB shall be binding on all the parties.

Disputes concerning the interpretation and application of this article are not subject to the grievance provision of Article XII.

ARTICLE II  
ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Access

Authorized Association members shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a school site, the Association representative shall first report to the office of the site administrator/supervisor to announce his or her presence and the intended purpose and length of visit.

In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to times such as District designated breaks, lunch periods, and before and after work.

The Association may utilize District facilities outside of District operation hours for meeting purposes, subject to the provisions of the Civic Center Act.

B. Distribution and Posting of Materials

The Association may distribute organizational literature on District property, provided it conforms to the content restrictions in Section D hereof, and does not interfere in any way with District business. No person shall distribute literature on District property in a place or manner which distracts unit members who are performing their duties. Literature may be distributed, or left for pickup, in coffee rooms, faculty lounge rooms and in other appropriate site locations as designated by the site administrator/supervisor.

The Association shall have the right to post notices of Association concern (consistent with Paragraph D hereof) on bulletin boards. (There shall be at least one (1) District designated Association bulletin board at each school or site.) It shall provide to the Superintendent, Associate Superintendent, Assistant Superintendent, Administrator Human Resources, and site administrators/ supervisors a complete copy of the material the same day it is posted.

C. Use of Site Mail Boxes and Internet

The Association shall have reasonable use of the internal school mail system to distribute organizational material which conforms to the content restrictions of Section D hereof. It shall provide to the Superintendent, Associate Superintendent, Assistant Superintendent, Administrator Human Resources, and site administrators/supervisors a complete copy of the material the same day it is deposited in school mail boxes.

The Association shall have reasonable use of the District email system for the purpose to send announcements regarding Chapter functions. Provided that the comments are not defamatory or demeaning to District personnel.

D. Content Restrictions

Any literature to be distributed or posted must not be slanderous, obscene, or hold any individual to ridicule. It must be dated and must identify the person and organization responsible for its content and distribution.

E. Released Time

The Association President, or designee by mutual agreement, shall receive thirty-seven (37) days of released time to be used one full day per week, during the same day each week as determined by the Association President. The Association President, as a condition of receiving the released time, must notify the District, in writing, each year of the day to be used and the thirty-seven (37) weeks in which the Association President will be taking released time. A full day is defined as a regular work day of the President.

Released time shall be granted for delegates to attend the CSEA Annual Conference. The District shall grant fully paid days of release time, not to exceed fifteen (15) paid days, for the purpose of attending the CSEA Annual Conference. Paid release time can only be used by employees who are on duty at the time of the conference up to a maximum of five (5) days per employee.

Reasonable released time shall be granted to job stewards for grievances and bargaining unit member representation. The Superintendent or designee shall provide reasonable released time for the unit's negotiating team or committee members necessary to implement provisions of this Agreement. The time will be utilized for negotiations and necessary caucus involved in negotiations or for other mutually agreed upon investigations and research.

F. Seniority List of Unit Members

Upon completion of update and input of seniority information into the HRS, the District shall make a good faith effort to provide a seniority list of unit members to the Association by November 1 of each year.

G. Release Time to Unit Members

The District agrees to provide release time to unit members one time each year, not to exceed two hours, to attend a scheduled District-wide Association event scheduled only during non-instructional time. This release time does not accumulate and can only be used if the member attends the event. Release time shall only be provided to unit members that are scheduled to work during the Association's event. Release time shall be available only to unit members that agree to complete their duties so as to not fall behind. The scheduling of the Association event shall be determined by mutual agreement by the Association and District.

ARTICLE III  
AGENCY FEE

A. Organizational Security/Dues Deduction

1. An employee in the bargaining unit may become a member of the Association by completing an authorization form issued by the Association.
2. The Association has the sole and exclusive right to have employee organization membership dues deducted by the employer for employees in the bargaining unit.
3. The employer shall deduct, in accordance with the Association's dues schedule, dues, from the wages of unit members who are members of the Association. Dues shall remain in effect until expressly revoked in writing by the employee to the Association. The District shall maintain dues deduction until the Association provides notice to cease dues deductions.
4. The employer shall, without charge, pay to the Association within thirty (30) days of the deduction all sums so deducted.
5. Along with each monthly payment to the Association, the employer shall, without charge, furnish the Association with an alphabetical list of all employees in the bargaining unit that are members of the Association and paying dues, identifying them by name, last four of their social security number, and indicating the amount deducted. This is not in lieu of the bargaining unit information that is submitted to CSEA in regard to AB119.

B. Hold Harmless

As a condition to this Article, the Association agrees to indemnify and financially hold harmless the District, its Board of Education, each individual Board of Education member, and all administrators of the District against any and all claims, demands, costs, lawsuits, including attorney fees for attorneys individually chosen by the District, Board of Education, each individual Board of Education member and all administrators of the District for the purpose of defending said persons or District, or any other form of liability of expense, including but not limited to, all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with this Article. As a condition precedent to the enforcement of this Article of this Agreement, the Association, in addition to itself agreeing to indemnify the expenses as provided herein shall cause its parent organization, the California School Employees Association, to agree in writing to indemnify, guarantee and hold financially harmless the District, its Board of Education, each individual Board of Education member and all administrators from liabilities and expense in terms exactly consistent with the Association's duties and obligations as contained herein.

ARTICLE IV  
JOB VACANCY

A. Posting of Notice

An opening to be posted shall consist of four (4) or more hours per day. Other declared vacancies may be posted as needed. Additionally, the District shall have a program to inform employees of available part-time positions.

1. The District shall post job vacancies on employee bulletin boards at each District job site.
2. The job vacancy notice shall be posted for a minimum period of five (5) working days.
3. Any unit member who will be on leave or layoff during the posting period shall be mailed a copy of the notice on the date the position is posted if requested in writing by the unit member.
4. All openings for the positions of Maintenance I or Groundskeeper I shall be flown inside only for five (5) days. If three or more applicants are found, the District shall interview only the inside candidates that meet the minimum qualifications of the position. If at the end of five (5) working days the District has not received three (3) or more qualified applicants, the District shall fly the position again requesting inside and outside candidates.

B. Content of Notice

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, months per year assigned to the position, the salary range, and the deadline for applying for the vacancy. The notice shall also include the intended number of hours per day and days per week. The assigned job site shall be included if known. The job title on the job vacancy notice will be the same as the title listed in Article I.

C. Application

A unit member may apply for the vacancy by written notification, including a current application [less than one (1) year old] to Human Resources within the filing period. A unit member on leave or vacation may authorize his/her job representative to apply on the unit member's behalf.

D. Selection

Applicants for a four (4) hour or more position shall be selected by the following process:

1. Screening

The Human Resources Department shall screen all applicants for the interview list.

2. Interview

The interview committee shall consist of the following:

- a. Human Resources Department's administrative representative
- b. Management/Supervisor
- c. CSEA Appointee
- d. Classified employee with no conflict of interest.

For purposes of this section only, District Office Department is defined as one of the following:

- a. Accounting
- b. Purchasing
- c. Nutrition Services
- d. Maintenance
- e. Operations
- f. Transportation
- g. Pupil Personnel
- h. Bilingual Services
- i. Student Achievement
- j. Certificated Personnel
- k. Classified Personnel
- l. New Teacher Support
- m. Management Information Services

The interview committee shall score by a blind scoring method, and shall score each applicant according to the categories on the District interview rating sheet which shall include, but not be limited to, the categories of years of service and testing (where applicable); each category to be given equal consideration.



<u>Points</u>	<u>Years of Service</u>
1	3-7
2	8-15
3	16-20
4	21-25
5	26+

The interview committee shall deliver the names of up to the top three (3) scoring qualified applicants to the management/supervisor for final selection (herein shall be referred to as the list).

E. Restrictions

A substitute employee shall not be employed more than sixty (60) calendar days in a vacant classified position. This period may be extended by mutual written agreement of the District and the Association.

Full-time and/or part-time students shall be limited to assisting classified employees.

Volunteer aides shall not be utilized in a vacant classified position nor in lieu of an abolished classified position as per California Education Code Sections 35021 and 45349.

A unit member serving their 1<sup>st</sup> probationary period with the District may not submit an application or request a voluntary transfer for any available position in the District.

F. Summer Employment

When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular academic year, the work shall be assigned to the most qualified bargaining unit employee(s) as determined by the District. Unit member positions that are determined by a hiring panel shall include a CSEA representative on the panel.

An employee who accepts a summer assignment shall receive, on a prorate basis, no less than the compensation and statutory benefits applicable to that classification during the regular academic year. This includes accrual of leaves, appropriate placement on the salary schedule at the step closest to the unit member's regular assignment during the academic year. Unit members who do not have health benefits during the academic year shall not receive them if their assignment during summer places them in a benefit eligible position.

Bargaining Unit employees assigned to the regular District-wide summer session may have their assignment terminated at any time for reasons including, but not limited to, financial impact, extended/long term absences or lack of work.

### 3. Final Determination

Management/Supervisor shall select one of the applicant(s), from the list submitted by the committee, for the available position or declare that no suitable candidates can be determined in which case the vacancy would be posted again for application. The District shall notify the Association if the District determines to post the opening again. The District shall not have any non-management employees present for any final interview process to select one of the top three (3) scoring applicants. The final determination shall be made by the District.

### 4. Combining Vacancies

In the event that multiple vacancies exist in the same classification that have the same number of hours and workdays the parties agree to the following:

1. Managers/supervisors from each site or location where a vacancy exists will be included on the interview committee
2. Said managers/supervisors will select a candidate from the top three scoring applicants from the interview, with the following caveat
  - a. Each time an applicant is selected from the top three, the next ranked candidate from the interview shall move up in succession to become one of the top three to be considered. This will ensure each manager/supervisor has three candidates from which to select.
  - b. This movement from the interview list will continue until all vacancies have been filled
3. The District will determine the order of selection for the managers/supervisors.

ARTICLE V  
HOURS AND OVERTIME

A. Workweek

The workweek for full-time District employment shall consist of five (5) consecutive days, eight (8) hours per day and forty (40) hours per week, exclusive of a duty-free lunch period, but inclusive of any rest periods prescribed by the District. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, or in the event of an emergency. The District retains the right to extend the regular workweek for employees in the bargaining unit on an overtime basis when deemed necessary to carry out the business of the District or in the event of an emergency as determined by the District.

Prior to any change in the workweek or work year, the District shall notify the unit member and the Association so that they shall meet to discuss the proposed change. If the workweek or work year is changed for unit members presently employed, the District and the unit member shall make an effort to mutually agree to the change. If agreement is not reached, the District shall provide twenty-two (22) working days prior notice of the change. New unit members shall be assigned a workweek that meets the needs of the District.

B. Workday

The length of the workday shall be designated by the District for each classified assignment in accordance with the provision set forth in this Agreement. Each unit member shall be assigned a regular and ascertainable minimum number of hours. The hours may be changed by mutual agreement of the District and the unit member. If agreement is not reached, the District shall provide twenty-two (22) working days prior notice of the change.

C. Reduction in Assigned Time

Any reduction in assigned time shall be accomplished in accordance with Education Code, Section 45117.

The above referenced Education Code does not constitute a waiver of the District's or the Association's rights provided under the Educational Employment Relations Act.

D. Adjustment of Assigned Time

Any unit member who works an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty

(20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. Any return to the original assigned hours would constitute a reduction in assigned time.

E. Lunch Periods

All unit members covered by this Agreement who work more than four (4) hours shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour, and may be scheduled for full-time employees at or about the mid-point of each work shift.

Unit members working less than eight (8) hours may have an established uninterrupted lunch period as near the center of his/her workday to be established by the District operational requirements of the job site.

A unit member required to work during his/her lunch period shall receive pay at the rate of time-and-one-half for all time worked during the normal lunch period.

F. Rest Periods

All unit members shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, at the rate of fifteen (15) minutes per each four (4) hours worked. An employee working less than four (4) hours per day shall not receive a rest period.

G. Overtime

Overtime must be authorized by the District prior to being performed by any unit member. Immediate supervisors shall assign overtime to unit members for the tasks to be performed and within the proper classification on a rotating basis. The supervisor shall make a good faith effort to rotate the overtime among unit members within each department and/or each job site as equitably as possible.

Overtime compensation shall be provided unit members who are directed by their immediate supervisor to work in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one calendar or workweek.

Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time-and-one-half the regular rate of pay of the unit member. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of the

week. Regular part-time unit members shall complete eight (8) hours per day before being eligible for overtime compensation on the 1st through 5th day; however, if they have worked twenty (20) hours of the workweek, they shall be compensated for overtime at the rate of time-and-one-half for the 6th and 7th day.

1. All hours worked on holidays designated by this Agreement shall be compensated at regular time plus time-and-one-half the regular rate of pay.

2. If the District establishes a workday of less than eight (8) hours but seven (7) hours or more and a workweek of less than forty (40) hours, but thirty-five (35) hours or more for all of its classified positions or for certain classes of classified positions, all time worked in excess of the established workday and workweek shall be deemed to be overtime.

3. Substitute employees or unit members out of the classification may not be assigned any overtime until all regular unit members of the classification have been offered the assignment. This shall apply to the job site where the overtime work is to be performed.

#### H. Call-Back-Time

Any unit member called back to work, either after normal working hours or on a day said unit member is not scheduled to work, shall receive a minimum of two (2) hours pay at the appropriate overtime rate provided in this Agreement irrespective of the actual time being less than that required to be worked, or in the event of cancellation of assignment upon arrival at work site, such as cancellation of bus trip.

#### I. Compensatory Time-Off

1. The District may grant compensatory time-off at a rate of one hour of compensatory time for each hour worked, except when the unit member works overtime as defined in Article 5, Section G, in which case the unit member would earn 1 ½ hours of compensatory time for each hour worked.

2. Except in cases when the efficient operation of the District would be adversely affected, compensatory time shall be taken at a time mutually acceptable to the unit member and the District within six (6) months of the date on which it was earned. The District shall pay the unit member by warrant in lieu of earned compensatory time not taken by the unit member within the six (6) month period in which it was earned. Such pay shall be paid at the unit member's hourly rate of pay at the time the compensatory time was earned. A unit member may accumulate, with District approval, up to 240 hours of compensatory time-off to be used in lieu of cash compensation for overtime.

3. All compensatory time off shall be documented on an appropriate form at the work site.

J. Right of Refusal

Unit members shall have the right to reject any offer or request for overtime or unscheduled work, except in an emergency situation as determined by the District.

K. Stand-by Time

All stand-by time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

L. Minimum Day Schedule

A unit member's scheduled assignment of hours worked shall not be shortened by any minimum day school schedule.

M. Requested or Implied Work

Requested or implied work performed by a unit member in the same classification shall be considered paid time at the appropriate rate, either straight time or overtime. All work performed without the knowledge of the site manager or designee shall be without compensation.

N. Minimum Day Release

All five (5) or more hours bargaining unit members shall be entitled to be released from duties one (1) hour early on any day that is scheduled on the Traditional School Attendance Calendar as a minimum day for both students and staff.

All bargaining unit members whose duties require their attendance on a minimum day, as defined above, shall accumulate straight compensatory time. That accrued compensatory time may be taken on non-student days.

All bargaining unit members shall have a minimum of one (1) day notice of requirement to work on a day of minimum day release, as defined above.

All staff and community shall be notified yearly, in writing, of early closure of school sites for minimum day release, as defined above.

All bargaining unit members on vacation or sick leave on a minimum day release, as defined above, shall be charged their normal hours of assignment.

ARTICLE VI  
PERSONNEL FILES

The official personnel files for unit members of this District shall be kept and maintained in Human Resources.

A. Review of Files

Unit members are entitled to review materials in their personnel file which may affect the status of their employment. They cannot, however, review confidential material which was (a) obtained prior to their employment; (b) prepared by identifiable examination of committee members; or (c) obtained in connection with a promotional examination.

Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing district.

B. Information of a Derogatory Nature

Information of a derogatory nature, except material mentioned in Section A of this Article, shall not be entered or filed unless and until the unit member is given notice (ten [10] working days before it is placed in the unit member's personnel file) and an opportunity to review and comment. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

C. Access

The Association, with written consent from a unit member, may have access to a unit member's personnel file.

ARTICLE VII  
PROGRESSIVE DISCIPLINE

A. Definition

Progressive discipline is a series of fair, consistent and timely corrective steps to improve employee performance through direct, honest and constructive communication. Discipline under this article will follow Board Policy as provided in Education Code 45113. Progressive discipline steps shall not be bypassed unless the serious nature of the offense warrants such action. Whether or not the nature of the offense was so serious as to require bypassing progressive discipline steps may be submitted to Human Resources for review. If a review is requested, Human Resources shall review and respond within ten (10) working days of receipt. Human Resources shall have the final decision on this matter. For purposes of this Article, working day shall be defined as a regularly scheduled day for which the employee is present in entirety.

B. Discipline Steps

1. Verbal Warning

Verbal warning shall be given within fifteen (15) working days from when the supervisor first learns of the alleged infraction. The supervisor shall complete the District's "Classified Employee Progressive Discipline Notice" form and deliver a completed form to the unit member at the time of the verbal warning. The "Classified Employee Progressive Discipline Notice" form shall not be placed in the unit member's personnel file but shall be maintained by the unit member's supervisor for progressive disciplinary reference only. Failure to sign a Verbal Warning for purposes of receipt shall constitute insubordination and shall increase the disciplinary action from a Verbal Warning to a Written Warning.

2. Written Warning

Subject to Article 7, Section B.1 above, a written warning shall not be used unless the unit member has been verbally warned about similar infractions within the previous twenty-four (24) months. Written warnings shall be given within fifteen (15) working days from when the supervisor first learns of the alleged infraction. The unit member shall be provided a copy of the written warning. Written warnings shall be written on the District's "Classified Employee Progressive Discipline Notice" form and shall not be placed in the unit member's personnel file. The written notices shall be maintained by the unit member's supervisor for progressive discipline reference only. Failure to sign a Written Warning for purposes of receipt shall constitute insubordination and shall increase the disciplinary action from a Written Warning to a Letter of Reprimand.



### 3. Letter of Reprimand

Subject to Article 7, Section B.1 above, a Letter of Reprimand shall not be used unless the unit member has received a written warning about similar infractions within the previous twenty-four (24) months. Letters of reprimand shall be given with fifteen (15) working days from when the supervisor first learns of the alleged infraction. Human Resources shall review all Letters of Reprimand prior to delivery to the unit member. Letters of Reprimand shall include the specific cause for the action and the policies, rules or regulations alleged to have been violated. Letters of Reprimand shall include a direction for future conduct and consequences for continued infractions. The unit member shall sign the reprimand to acknowledge receipt only. Failure to sign a Letter of Reprimand for purposes of receipt shall constitute insubordination and shall increase the disciplinary action from a Letter of Reprimand to a three (3) day suspension without pay. Letters of Reprimand shall not be placed in the unit member's personnel file unless and until the unit member is given the opportunity to review the Letter of Reprimand and respond. The unit members may prepare a written response within ten (10) working days of the date of receipt of the Letter of Reprimand. Such response shall be attached to the Letter of Reprimand before the Letter of Reprimand is placed in the unit member's personnel file.

### 4. Post Letter of Reprimand Discipline

Actions for cause beyond a Letter of Reprimand including, but not limited to, suspension and termination will be conducted in accordance with California Law and Board Policy.jlsdfjflsl

ARTICLE VIII  
EVALUATION PROCEDURE

A. General

It is understood and agreed by the parties that their principle objective is to maintain or improve the quality of work in this District. Performance evaluations shall not contain disciplinary action.

The District retains the responsibility for the evaluation and assessment of performance of each unit members, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator. Any grievance shall be limited to a claim that the following procedures have been violated.

B. Evaluation Frequency

New unit members and promoted unit members shall serve a probationary period of six months of employment. New unit members who fail to complete their probationary period may be terminated by the District. Promoted unit members who fail their probationary period shall return to their previous job classification. If a unit member fails to complete the probationary period for a transfer, they shall return to their previous or comparable assignment.

Unit members serving a probationary period during their first six (6) months of employment shall be evaluated, at least, two times during the probationary period. The first (1<sup>st</sup>) evaluation shall be due in or near the third (3<sup>rd</sup>) month of the probationary period, and the final evaluation shall be due in or near the fifth (5<sup>th</sup>) month.

Permanent unit members shall be evaluated once every other year unless the unit member received an overall unsatisfactory evaluation. If a permanent unit member receives an overall unsatisfactory evaluation, the unit member shall be evaluated no later than May 28 of the year in which the unit member received the overall unsatisfactory rating. If the unit member subsequently receives another overall unsatisfactory evaluation on the subsequent evaluation on or before May 28, the unit member shall be formally evaluated no later than November 28 of the year in which the unit member received the initial overall unsatisfactory evaluation.

### C. Evaluation Procedure

During the evaluation period, each unit member shall annually receive at least one (1) observation and/or observation of employee work product by the unit member's immediate supervisor for which the unit member receives written feedback.

Evaluations shall be completed on an appropriate evaluation form agreed to by the District and the Association and signed by both the unit member and the unit member's immediate supervisor. Signature by the unit member shall indicate receipt only, and not agreement with the content of the evaluation. The evaluation shall consider the unit member's performance over the entire evaluation period and shall not contain any material that the unit member has not been made aware of by prior notification and/or through discussion with immediate supervisor.

The unit member's immediate supervisor shall schedule a conference with the unit member to discuss and review the evaluation. This conference shall take place in a private setting and be kept confidential. All evaluation conferences shall be completed by February 28 of each school year.

Upon completion of the evaluation conference, the unit member shall receive a copy of the evaluation and the evaluation shall be delivered to the Human Resources Department for placement in the unit member's personnel file. Unit members shall have the right to attach a written response to the evaluation, and the written response shall be placed in the unit member's personnel files with the evaluation.

Unit members may seek a written appeal of one or more content areas of the unit member's evaluation with the Human Resources Department. The Human Resources Department, upon receipt of the written request for appeal, shall schedule a meeting, within ten (10) working days, between the unit member and the unit member's immediate supervisor. During this meeting, the Human Resources Department shall listen to both parties and determine if there is reasonable justification to warrant the disputed content areas within the evaluation.

Unit members that receive an unsatisfactory rating in one or more categories on an approved evaluation form, shall be given a written improvement plan that states, at a minimum, the area(s) where specific improvements are needed, suggestions for improvement, resources to be utilized to assist the unit member's improvement and the means by which the improvement will be measured.

The immediate supervisor of a unit member is the Management Supervisor that has had the unit member under their supervision for a least sixty (60) days.

D. Hourly Employees

For purposes of this Section only, hourly employees shall be defined as permanent hourly employees that work less than four (4) hours per day or less than twenty (20) hours per week. Hourly employees shall be deemed to have met or exceeded District standards if they do not receive a written evaluation as provided above. Therefore, if an hourly employee does not receive an evaluation and have an evaluation conference by February 28 of the school year, the hourly employee is considered to have received an evaluation that indicates that the employee has met or exceeded District's standard, even though the hourly employee will have not received a written evaluation. All probationary employees shall be exempt from this section and shall be evaluated as provided in this article.

ARTICLE IX  
LEAVES OF ABSENCE

A. General Provisions

A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.

A leave protects the unit member by holding a place for him/her in the District until the leave expires. A good faith effort for the unit member's return to the school or site where he/she was assigned when the leave was authorized shall be made.

A condition of each leave of absence is that the license and/or certificate held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, salary supplemental coverage and retirement credit the same as if they were not on leave. Those who go onto an unpaid leave during any pay period shall receive their salary supplemental (health and welfare) coverage for the balance of that pay period. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected, at their own expense, provided they made advance payment of the premium in a manner reasonably required by the District.

Part-time regular employees covered by this Agreement shall be entitled to leaves of absence prorated in the same ratio as the number of hours per day of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

It is agreed that a unit member who is absent from work other than those days as authorized by State Law or authorized leave provisions of this Agreement is taking an unauthorized absence in breach of contract and in violation of this Agreement.

The Board will deduct a salary amount equal to 1/22 of his/her monthly salary for each day of unauthorized absence, and such member shall be subject to disciplinary action.

1. Abandonment

Any absence from work without an authorized leave for three (3) consecutive days, or failure to return to work as scheduled for three (3) consecutive days after the expiration of an authorized leave of absence, shall be deemed as abandonment. Unless an emergency accounts for the unit member's inability to notify the District, such abandonment shall result in discipline in the form of termination. The above provisions do not constitute a waiver of the employee's right to due process.

B. Leave Policies

1. Bereavement Leave

A unit member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if required one-way travel exceeds 325 miles or out-of-state, by reason of the death of any member of his/her immediate family, and no deduction shall be made from the salary or sick leave of the unit member because of such temporary leave of absence. Bereavement Leave available under this section must be used within one (1) year of the death of any member of the immediate family. Bereavement Leave used within three (3) months of the death of any member of the immediate family shall be at the unit member's discretion. Bereavement Leave used more than three (3) months after the death of any member of the immediate family shall be used for cultural or religious ceremonial events or activities related to the death of the immediate family member and shall be taken at a time mutually agreeable between the supervisor and the unit member.

The phrase "member of his/her immediate family" means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse/registered domestic partner of the unit member, and the unit member's spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew or step-relative, or any relative living in the immediate household of the unit member.

The unit member shall provide one of the following documents with the name of the deceased to verify the use of bereavement leave (obituary, religious or ceremonial document or death certificate).

The unit member shall be required to provide the relationship and name of the deceased relative for each day bereavement leave is accessed.

When the unit member accesses more than three days of bereavement leave because travel exceeds 325 miles or is out-of-state by reason of the death of any family member, the unit member shall be required to provide the destination location and documentation verifying the members travel.

A unit member that provides false information related to bereavement leave, shall be subject to disciplinary action.

2. Sick Leave

a. Sick leave will be credited at the rate of one (1) day per month of employment for full-time unit members, and prorated on an hourly basis for part-time unit members on the ratio of hours worked to an eight-hour day. Sick leave shall be accumulated without limit and is transferable from district to district within the State of California as provided by Education Code section 45202.

In the event that a unit member is ill and unable to report for work as required by contract, he/she may use accumulated sick leave for those days.

In the event the District suspects abuse of sick leave, the unit member may be required to submit medical verification, upon request by the unit member's immediate supervisor, within five (5) working days. Except for extenuating circumstances as determined by the Assistant Superintendent of Human Resources or designee, medical verification shall be submitted to the District after the third (3) consecutive day of absence.

b. Sick Leave Incentive

Unit members who have a minimum of five (5) years of service with the District and fifty (50) days of sick leave on the books as of June 30 of each year shall receive one (1) holiday and unit members who have a minimum of ten (10) years of service within the District and eighty (80) days of sick leave on the books as of June 30 of each year shall receive two (2) holidays as mutually agreed to with their immediate supervisor. All school site unit members with agreement of their immediate supervisor may take the sick leave incentive holiday when school is in session.

The holiday will be allocated following the completion of the fiscal year. The employee must continue employment into the succeeding fiscal year in order to be eligible for the holiday allocation.

The holiday must be used during the fiscal year in which it is allocated and shall not be carried over to the succeeding fiscal year nor shall the unit member receive monetary compensation.

c. Maternity Disability

If the pregnant unit member is required by her physician to be absent from duties because of pregnancy, miscarriage, childbirth and related medical conditions, she may use accumulated days of sick leave during such maternity disability absence (illness). The unit member is expected to resume her duties as soon after the term of pregnancy as her physician certifies that she is capable of returning to work.

If, at the time her physician states that she is capable of returning to work, the unit member wishes to continue her paid status, she may elect to use her earned vacation. Or, at that time if she wishes to continue her leave, she may request a child care leave without pay.

Unit members are requested to provide the District with as much advance notice as possible regarding maternity absence.

d. Sick Leave Abuse

Abuse of sick leave will be addressed in accordance with the Article VII, Progressive Discipline, in this Agreement.

3. Differential Pay (Illness or Accident)

A Unit member shall each fiscal year be credited with a total of one hundred (100) working days of paid extended illness and injury leave, including all days of full-paid sick leave to which he/she is entitled under Section B.2.a of this article. Such days of paid leave used after exhaustion of full-paid sick leave shall be compensated at fifty percent (50%) of the unit member's regular salary. This paid extended illness and injury leave shall include all days of full-paid sick leave (current year and accumulated) but shall exclude any other available paid leave, holidays, vacation, or compensating time to which the unit member may be entitled. The one hundred (100) days of extended illness leave under this section shall not accumulate. Leave used under this section shall run concurrently with the unit member's available leave under the Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA).

4. Medically Determined Extended Leave

a. Unit members who suffer a catastrophic illness or injury that has incapacitated the unit member for one hundred (100) or more working days after the exhaustion of all paid leaves shall be entitled to up to twenty (20) working days of 50% pay provided the unit member provides the District with a medical doctor's verification of the illness or injury that has incapacitated the unit member for one hundred (100) or more working days.



b. All unit members who receive leave under this section, shall have this leave run concurrently with the unit member's available leave under the Family Medical Care Leave Act and/or California Rights Act. (CFRA).

5. Personal Necessity Leave

a. A unit member may elect to use up to seven (7) days of accumulated sick leave annually for personal necessity for the following reasons:

1. Death of a member of the employee's immediate family when the number of days of the absence exceeds the limits set by bereavement leave provisions under this agreement.
2. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family as defined by Article IX (B)(1).
3. A serious illness of a member of the classified employee's immediate family as defined by Article IX (B)(1).
4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order.
5. Personal business of a serious nature, which the employee cannot disregard.

In no cases shall personal necessity leave be used for vacation or the extension of vacation, the extension of a holiday, personal business that can be conducted outside of the unit member's normal workday, or recreational activities. In cases where the District suspects abuse of personal necessity, Human Resources/Immediate Supervisor shall request the unit member provide verification related to the use of personal necessity. Abuse of personal necessity leave shall be addressed in accordance with Article VII, Progressive Discipline, in this Agreement.

b. Procedure for Personal Necessity Leave

Unit member must, except in cases of emergency, submit a complete request for personal necessity leave five (5) working days in advance of the requested on the Classified Personal Necessity Notification Form. Immediate supervisors shall grant or reject a unit member's request for personal necessity leave no later than two (2) full working days following the request. Unless approved in advance, or, in cases of emergency, unit members shall not use personal necessity leave for more than two (2) consecutive days.

c. Procedure for Personal Necessity Leave

Unit member must, except in cases of emergency, submit a complete request for personal necessity leave five (5) working days in advance of the requested on the Classified Personal Necessity Notification Form. Immediate supervisors shall grant or reject a unit member's request for personal necessity leave no later than two (2) full working days following the request. Unless approved in advance, or, in cases of emergency, unit members shall not use personal necessity leave for more than two (2) consecutive days.

If advance notice is not possible, the unit member shall submit a completed Classified Personal Necessity Notification Form to be signed normally the date he/she returns to duty. However, if additional time is needed, the employee may extend that time up to three (3) days. The supervisor will verify the eligibility of the request, and indicate whether the leave is approved or denied and forward to the District Office.

d. If the District determines that a unit member has engaged in repeated personal necessity leave use of one (1) hour or less, said unit member shall be required to provide one working day prior notice of any future use of personal necessity leave that is one (1) hour or less. The required notice period shall be in effect for no less than six (6) months and no more than one (1) year from the date of notification by the District.

6. Industrial Accident or Illness Leave

Leaves of absence for industrial accident or illness are provided for unit members under the following rules and regulations.

a. The accident or illness must have arisen out of and in the course of employment of the unit member, as a bona fide injury or illness arising out of and in the course of employment.

b. Allowable leave for each industrial accident or illness shall be for sixty (60) working days in any one fiscal year for the same accident or illness.

c. The leave under these rules and regulations shall commence on the first working day of absence due to industrial accident or illness.

d. Allowable industrial accident or illness leave shall not be accumulated from year to year.

e. When a unit member is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of his/her salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under Division 4 or under Division 4.5 of the Labor Code, will result in a payment to him/her equal to his/her full salary.

f. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to industrial accident and illness leave in the new year for a period of time not to exceed sixty (60) working days when added to those used in the previous fiscal year for the same illness or injury.

g. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue to the unit member appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement and other authorized contributions.

h. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for sick leave as provided in this Agreement and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which when added to his/her temporary disability indemnity will result in payment to him/her of not more than his/her full salary.

#### 7. Subpoena Leave

When a unit member is absent because of a mandatory court appearance, except as a litigant, the unit member shall suffer no monetary or sick leave loss by reason of this service.

Fees, exclusive of mileage, paid by the court or party requiring a unit member's appearance shall be paid to the District unless the fees are greater than the unit member's salary, in which case the unit member may retain the fees and be listed as absent due to personal business (without pay). A copy of the subpoena or certificate of the clerk of the court must be filed with the absence report form.

#### 8. Jury Duty

A leave of absence without loss of salary shall be granted to a unit member who is officially called for jury duty not to exceed a total of ten (10) days per fiscal year. Juror's fees, exclusive of mileage, received by the unit member shall be deposited to the credit of the District. After the ten (10) days, and with extenuating circumstances, i.e., continuance on a case, the unit member shall continue to receive regular District compensation.

9. Military Leave

A unit member shall have the right to a leave of absence for required military service as required by law.

10. Supplemental Catastrophic Leave

a. Definitions:

A District-wide Supplemental Catastrophic Leave Bank ("SCLB") shall be created for unit members to donate sick leave for the use of eligible unit members who have suffered a catastrophic illness or injury. All use of SCLB days must receive prior approval from the Supplemental Catastrophic Leave Bank Committee ("SCLBC").

1. Catastrophic Illness or Injury is defined as any illness or injury that is expected to incapacitate a unit member for a period of twenty (20) or more consecutive working days.

2. Eligible Unit Members is defined as any permanent unit member who has donated to the SCLB in the current fiscal year or the fiscal year previous to the year in which a request is being made and has met all the eligibility requirements as stated in Section B.10 of this article.

b. Supplemental Catastrophic Leave Bank Committee ("SCLBC"):

A District-wide SCLBC shall be established consisting of two (2) Bargaining Unit Members appointed by the Association's Executive Board and two (2) Management representatives appointed by the Superintendent or his/her designee. The SCLBC shall have the following authority and guidelines:

1. Receive and review all SCLB requests submitted by unit members to Human Resources.

2. By unanimous vote, make final decisions regarding the granting of SCLB time. Failure to achieve a unanimous vote shall constitute a denial of the request for SCLB time.

3. All decisions of the SCLBC shall be final and not subject to appeal or the grievance procedures of the current Collective Bargaining Agreement.

4. All members of the SCLBC shall maintain the confidentiality of unit members requesting SCLB time and any records presented to the SCLBC for review.

5. All decisions by the SCLBC shall be non-discriminatory.

c. Minimum eligibility to request SCLB time:

All eligible unit members must meet the following eligibility standards to apply:

1. The eligible unit member must have exhausted all fully paid leaves prior to receiving SCLB time.

2. SCLB time may only be used for an employee's own catastrophic illness or injury.

3. SCLB time may not be used for Personal Necessity, Normal Pregnancy, Cosmetic Surgery, Mental Stress or those procedures not deemed medically necessary.

4. Any unit member requesting SCLB time must have a medical doctor's verification of the unit member's catastrophic illness or injury.

d. Use of SCLB Time:

1. A unit member can be approved for a maximum of one hundred (100) half-pay days per fiscal year (July 1 through June 30). SCLB time is limited to differential pay supplementation, not to exceed 100% of a unit member's salary, and may not be used for any other reason.

2. Any authorized, but unused, SCLB time shall be returned to the SCLB.

e. Application for SCLB Time:

The following procedures shall be used to apply for SCLB time:

1. The unit member obtains a SCLB request form from the Human Resources Department at the District Office, and returns the completed form to Human Resources.

2. The Human Resources Department will forward the SCLB request to the SCLBC for action.

3. The SCLBC shall convene within ten (10) working days for the request (excepting holidays) and the committee shall begin its review.

4. The committee shall complete its review and communicate its decision to the unit member no later than fifteen (15) working days from the date the SCLBC convened.

5. If the SCLB does not have sufficient credits to meet a withdrawal request, the SCLBC is under no obligation to provide credits or SCLB days, and the District is under no obligation to pay the requester any funds whatsoever.

f. Donation to the SCLB

All unit members who meet the criteria in this Article shall have the opportunity to donate time to the SCLB. Although donation to the SCLB is a requirement for participation in the SCLB, see below, participation in this program is strictly voluntary, and no unit member is obligated or required to participate. All donations to the SCLB shall be made as follows:

1. Each school year there shall be a window period from September 1 through October 31 in which unit members may donate sick leave days to the SCLB. Supplemental window periods may be created based upon SCLB need by written agreement between the District and the Association.

2. In order to donate sick leave days, a unit member must pick-up a SCLB donation form from Human Resources. All donations of sick leave to the SCLB must be requested and signed on the District's SCLB donation form.

3. All Donations of sick leave days shall be credited to the SCLB as a number of hours equal to the number of hours the unit member would be credited for a sick leave day for each day donated. (For example, if a four (4) hour employee donates one (1) day to the SCLB, the SCLB would be credited with four (4) hours; however, if an eight (8) hour employee donates one (1) day to the SCLB, the SCLB would be credited with eight (8) hours.)

4. In order to donate, a unit member must have a minimum of fifteen (15) days of earned sick leave remaining on June 30 of the previous fiscal year after donating to the SCLB. (For example, if a unit member had sixteen (16) days of earned sick leave, the unit member would only be able to donate one (1) day to the SCLB because a donation of two (2) days would reduce the unit member's sick leave below the minimum of fifteen (15) earned sick leave days).

5. A unit member must donate a minimum of one (1) sick leave day in either the current fiscal year or the fiscal year previous to the year in which the unit member is requesting SCLB time.

6. A unit member may donate a maximum of three (3) sick leave days per school year.

7. Unit members may only donate sick leave to the SCLB. No other leaves (e.g. vacation) are allowed to be donated to the SCLB.

8. All donations to the SCLB are final, and will not be returned to the unit member.

g. Termination of SCLB

1. The SCLB may be terminated and removed at any time by mutual agreement between the District and the Association.

2. Upon termination of the SCLB program, the SCLB will remain in place until the SCLB has distributed all remaining hours in the SCLB with the exception that no additional time will be allowed to be donated to the SCLB.

h. Hold Harmless:

As a condition to this Article, the Association and District agree that any unit member requesting time from the SCLB shall sign a District provided Hold Harmless Agreement holding the District and Association harmless from any and all actions, claims, and liabilities that may result from the application of this Article. The agreed upon form is attached as an appendix to the collective bargaining agreement.

i. Miscellaneous Provisions:

1. Any unit member who falsifies information to the SCLBC will have the most recent donation to the SCLB returned to the unit member and will forfeit eligibility in the SCLB for a period of two (2) years.

2. Upon completion of all paid leaves, including SCLB, use of Medically Determined Extended Leave, running concurrently with Family Medical Care Leave Act, if applicable, and previously approved unpaid leaves, a unit member shall be placed on the 39-month re-employment list as provided in the California Education Code.

3. Upon reaching a balance of 6,000 hours in the SCLB, the Association and the District shall meet to discuss the potential effects of the 6,000 hours in the SCLB and the need, if any, to place a maximum cap upon the number of hours in the SCLB.

11. Vacations

Vacation time for classified personnel shall accrue as follows:

1st through 4th year	13 days
5th through 8th year	15 days
9th through 12th year	17 days
13th through 16th year	18 days
17th through 20th year	19 days
21st through 24th year	20 days
25th through 28th year	21 days
29th or more	22 days

Part-time employees earn vacation according to the above scheduled prorated in the same ratio as their work hours per day bear to eight (8) hours per day.

Less than twelve (12) month employees earn vacation according to the above schedule prorated in the same ratio as their months of employment bear to twelve (12) months per year.

Vacation time shall be taken in accordance with the needs of the District, and as nearly as possible, at the convenience of the unit member as well.

All unit members may elect to take vacation days during the year, if the following conditions are met:

- a. The unit member must submit his/her request to use vacation days to his/her immediate supervisor with at least two (2) full working days advance written notice;
- b. School site unit members shall have a sufficient number of days available to cover the mandatory vacation days of winter, spring and Thanksgiving recess periods and other days that school is not in session during the unit members work year;
- c. In the event the School site unit member exceeds the number of accrued vacation days to cover the above referenced mandatory recess periods in any given school year, the unit member shall designate the day as unpaid.
- d. In the event the supervisor does not provide a response to the request prior to the date of the vacation, it shall be automatically approved.



School bus drivers shall take vacation during winter and spring recess periods, and other days that school is not in session during the employee's work year, unless the bus driver has been assigned a trip that meets or exceeds the unit member's guaranteed workday. (Example: A bus driver with a guaranteed workday of seven (7) hours that is assigned a four (4) hour trip would be required to use three (3) hours of vacation time to complete the workday.)

School site unit members and school bus drivers who work less than twelve (12) months shall be paid for unused vacation days.

Vacation time for twelve (12) month employees and less than twelve (12) month non-school site employees cannot be accumulated and should be taken before December 31 of the next succeeding school year. Any vacation time extended beyond this date must have prior approval of the Superintendent or designee.

The unit member's anniversary date shall be used in determining eligibility for vacation benefits.

Unit members who either voluntarily or involuntarily discontinue their employment with the district shall be entitled to the unused vacation time they have earned, and shall be paid accordingly.

a. Interruption of Vacation Leave

An employee of the bargaining unit shall be permitted to interrupt vacation leave in order to begin another type of paid leave provided by this Agreement without returning to active service provided the employee receives prior approval from the District and supplies reasonable notice and supporting information requested by the District regarding the reasons for such interruption.

b. Termination of Vacation Leave

Also, a unit member shall be permitted to terminate vacation leave, provided the employee receives prior approval from the District, and supplies reasonable notice and supporting information requested by the District regarding the reasons for such termination.

12. Unpaid Leave of Absence

A permanent unit member may request in writing a leave of absence without pay. The leave may be granted at the discretion of the District and shall not exceed one (1) year.

The leave may be granted at the discretion of:

- (1) The Superintendent or designee for twenty-two (22) working days or less.
- (2) The Board of Education for not to exceed one (1) year.

13. Family and Medical Leave

a. Unit members who have been employed for a least twelve (12) months prior to commencement of the family and medical leave and who have worked at least 1,250 hours in the twelve (12) months prior to commencing the leave, shall be afforded all benefits under the California Family Rights Act (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (19 U.S.C. Section 2601 et seq.). Under the dual provisions of the state and federal acts, eligible unit members are entitled to a maximum twelve (12) work weeks of leave in any fiscal year, July 1 through June 30, inclusive except as provided below for leave to care for an injured service member or for a unit member's pregnancy. Where the leave is taken to care for a family member who is a service member injured in the line of active duty military service, as provided in federal law, an eligible unit member shall be entitled to twenty-six (26) work weeks of leave in a twelve (12) month period commencing on the first day leave is taken to care for the service member. Leave taken under the state and federal acts shall run concurrently except for leave taken for pregnancy, to care for a registered domestic partner under the state act or reasons related to a covered family member's service in the Armed Forces, unless it is also a qualifying reason for family leave under state law.

b. "Family and Medical Leave" means:

1. birth of a unit member's child, and care for the child, during the first twelve (12) months after the birth of the child;
2. adoption or placement of a foster child, during the first twelve (12) months after adoption or placement of the child;
3. care of a seriously ill spouse, registered domestic partner (for California Family Rights Act leave only), parent, or child under the age of 18 or 18 or older and incapable of self-care because of a mental or physical disability;
4. a serious health condition of the unit member making him-her unable to perform job duties;

5. any qualifying exigency arising out of the fact that a unit member's parent, spouse, or child (which includes an adult child) is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (federal leave only); or

6. a serious injury or illness incurred in the line of duty on active duty in the Armed Forces in support of a contingency operation affecting a unit member's spouse, child (which includes an adult child), parent or next of kin (as defined in the FMLA regulations), who is a service member of the Armed Forces, including the National Guard and Reserves, for whom the unit member is needed to provide care (federal leave only).

c. The District shall maintain the unit member's coverage under any applicable health plan for the duration of any family leave under this section in the same manner as if the unit member were working.

d. The unit member shall be required to use any available and applicable paid leaves concurrently with the Family and Medical Leave under this section. Nothing in this section shall authorize a unit member to use paid leaves for any reason other than those specified under the specific paid leave rules.

e. Following leave, the unit member will be restored to the same or equivalent position as that held at commencement of leave except as otherwise specified by law.

f. Unit members on a pregnancy disability leave shall not be required to use vacation leave, but may use vacation leave at their option. The twelve (12) work weeks of Family and Medical Leave under state law shall not commence until the employee is no longer disabled due to the pregnancy. The twelve (12) work weeks of federal leave shall commence on the first day of leave for pregnancy or pregnancy-related disability.

g. A unit member must provide at least thirty (30) days' advance notice before leave is to begin if the leave is for an expected birth, placement of a child for adoption or foster care, or planned medical treatment. Where such notice is not practicable because of lack of knowledge of need for the leave or medical emergency, notice must be given as soon as practicable.

h. Effective communication is a key component of a successful Family and Medical Leave Act (FMLA) program. The District must provide unit members with certain critical notices about the FMLA.

The District must display a general notice about the FMLA (an FMLA poster from the Wage and Hours Division of the United States Government) at each site and departments. The display must be in plain view for all unit members to see,

notifying them of the FMLA provisions and providing information concerning how to file a complaint with the Wage and Hour Division. The information provided in the display shall also be placed in the unit member handbook or other written materials about leaves and benefits.

Unit member eligibility is determined, and notice of eligibility status must be provided, the first time the unit member takes leave for an FMLA-qualifying reason in the District's designated 12-month leave year (fiscal year). The eligibility notice may be either oral or in writing and must:

- Be provided within five business days of the initial request for leave or when the District acquires knowledge that a unit member's leave may be for an FMLA-qualifying reason;
- Inform the unit member of his or her eligibility status; and
- If the unit member is determined not to be eligible for FMLA leave, state at least one reason why.

The eligibility notice is not required for FMLA absences for the same qualifying reason during the same leave year or for FMLA absences for a different qualifying reason where the unit member's eligibility status has not changed. If the unit member requests leave for a different qualifying reason in the same leave year and the unit member's eligibility status has changed, the District must notify the unit member of the change in eligibility status within five business days.

Each time District is required to provide the eligibility notice, they must also provide unit members with a rights and responsibilities notice, notifying unit members of their obligations concerning the use of FMLA leave and the consequences of failing to meet those obligations.

- The rights and responsibilities notice must be in writing and must include, as applicable:
  - Notice that the leave may be counted as FMLA leave;
  - The District's designated 12-month period for counting FMLA leave entitlement;
  - Any requirement for the unit member to furnish a certification and the consequences for failing to do so;
  - Information regarding the unit member's right or the District's requirement for substitution of paid leave and conditions relating to any substitution, and the unit member's right to take unpaid FMLA leave if the conditions for paid leave are not met;
  - Instructions for making arrangements for any premium payments for maintenance of health benefits that the unit member must make during leave (and potential unit member liability if the unit member fails to return to work after FMLA leave);
  - Notice of designation as "key" unit member and what that could mean; and
  - The unit member's right to job restoration and maintenance of benefits.

District may use Form WH-381 (Wage and Hour Division of the United States Government)

The District is responsible in all circumstances for designating leave as FMLA-qualifying and giving notice of the designation to the unit member.

This notice must:

- Be provided in writing within five business days of having enough information to determine whether the leave is FMLA-qualifying;
- Be provided for each FMLA-qualifying reason per applicable 12-month period (additional notice is required for any changes in the designation information);
- Include the District's designation determination, and any substitution of paid leave and/or fitness for duty requirements; and
- Provide the amount of leave that is designated and counted against the unit member's FMLA entitlement, if known. If the amount of leave is not known at the time of the designation, the District must provide this information to the unit member upon request, but no more often than once in a 30-day period and only if leave was taken in that period.

If the requested leave is not FMLA-qualifying, the notice may be a simple written statement that the leave does not qualify and will not be designated as FMLA leave.

If the District is unable to determine whether a leave request should be designated as FMLA-protected because a submitted certification is incomplete or insufficient, the District is required to state in writing what additional information is needed. The District may use the designation notice to inform the unit member that the certification is incomplete or insufficient and identify what information is needed to make the certification complete and sufficient. Districts may use Form WH-382 (Wage and Hour Division of the United States Government)

#### 14. Parental Leave

a. Effective January 1, 2017, as provided by Education Code section 45196.1, unit members shall be entitled to parental leave as set forth in this section.

b. For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth or recovery therefrom.

c. Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.

d. When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to fifty percent (50%) pay for the remainder of the 12-week leave.

e. Unless there are extenuating circumstances, the unit member must give the District at least 30 days' advanced written notice of his or her intention to use parental leave and the anticipated dates of the leave.

f. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.

g. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parent leave may not exceed 12 workweeks in any 12-month period.

ARTICLE X  
HOLIDAYS

A. The following holidays shall be granted to all employees whose base assignment is five (5) consecutive days provided that the employee is in a paid status during any portion of the workday immediately preceding or following the holiday. All employees whose base assignment is not five (5) consecutive days shall be entitled to the following holidays if the holiday falls on a regularly scheduled work day of the employee.

Independence Day  
Labor Day Veterans'  
Day Thanksgiving  
Day  
Day after Thanksgiving Winter  
Holiday  
New Year's Day  
Martin Luther King's Day  
Lincoln's Day Washington's  
Day Spring Holiday  
Memorial Day  
Admission Day  
Juneteenth (*commencing June 19, 2022.*)

Plus, three (3) additional holidays mutually agreed to by the District and the Association

B. Every day (except Saturday or Sunday) appointed by the President of the United States, the Governor of the State of California, or legislature as a day of public fast, mourning, or thanksgiving shall also be a holiday.

C. When the holiday falls on a Saturday, the previous day shall be deemed to be a holiday. When the holiday falls on a Sunday, the following Monday shall be deemed to be the holiday.

D. A holiday falling within a prescribed vacation period shall be deemed a holiday and not chargeable as vacation. Regular employees not assigned to work during the Christmas and Spring recess periods shall be compensated for the holidays stipulated in Section A above, provided said employee is in paid District status on the day immediately preceding or following the recess period during which a holiday falls.

ARTICLE XI  
TRANSFER

A. Definition

A transfer is defined as a change of job site but within the same position classification.

B. Criteria for Transfer

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

1. The needs and efficient operation of the District.
2. The contribution the unit member can make in the new position.
3. The qualifications, including the experience and recent training, of the unit member compared to those of the other candidates for both the position to be filled and the position to be vacated.
4. The length and quality of the service rendered to the District by the unit member.
5. The preference of the unit member.

C. Unit Member Initiated Transfer Requests

Any unit member covered by this Agreement shall have the privilege of requesting a transfer to any job location within the same position classification (with the same or fewer hours), subject to the following conditions:

1. A unit member shall have the right to request a transfer from his/her current position to any vacant position in the same class and shall be given first consideration. Such request shall be on the appropriate District form and kept on file in Human Resources for a maximum of one year from the date of submission.
2. The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.



3. If a vacancy develops, the site administrator shall be provided the names of all unit members who have a valid transfer request on file. The site administrator shall interview all candidates who have a valid transfer request on file and who express an interest in being considered for the vacancy at the particular site.

4. Subsequent to the interview of each candidate, the site administrator shall make a final selection among the eligible candidates and shall notify the selected candidate of the effective start date.

5. The site administrator shall inform the Human Resources Office of the outcome of the transfer request and Human Resources will inform the unit member(s).

6. Copies of completed transfers will be provide to CSEA

7. Employees that do not have their transfer request approved will be notified in writing by Human Resources. Upon written request submitted to Human Resources, the employee shall be provided with the reason(s) for the denial of the transfer request. The reason may include that the employee selected was determined to be more qualified.

ARTICLE XII  
RECLASSIFICATION

Reclassification is the upgrading of an employee from his/her existing job classification to a different existing job classification because of a significant change in the regular duties and responsibilities being performed by such employee. Reclassification is not the result of better or excellent performance of the same basic job duties and responsibilities, nor as the result of an employee's work load.

1. An employee may request a reclassification by submitting a written request on the Request for Reclassification form to the employee's immediate supervisor. The Request for Reclassification form shall be date stamped upon receipt and include an NCR copy to be sent to the Association.

2. Within fifteen (15) working days of the date of receipt of a Request for Reclassification from an employee, the immediate supervisor shall schedule a meeting with the employee to discuss the employee's request for reclassification. The immediate supervisor shall offer the employee Association representation for purposes of discussing the employee's request for reclassification. Upon conclusion of the meeting with the employee, or the scheduled meeting date if the employee was not available, the immediate supervisor, within fifteen (15) working days of the receipt of the Request for Reclassification, shall submit the Request for Reclassification form to Human Resources with the immediate supervisor's recommendation and reasons for the recommendation.

3. After receipt of the reclassification request from the employee's immediate supervisor, the Human Resources Department, shall investigate and submit the request to the Superintendent's Council within twenty (20) days.

4. If the Superintendent's Council rejects the reclassification request, the employee or the Association may submit a written appeal to the Board of Education at the Board's next regularly-scheduled meeting following the decision of the Superintendent's Council.

5. Employees written requests shall contain the following:
- a. A copy of their present job description.
  - b. A written outline of what new duties they have assumed and how many hours per week they spend on the new duties.
  - c. An explanation of who performed the new duties and what classification they were or are.

d. If the employee has been directed to perform these duties, who is the person that directed them.

e. The reclassification, when approved, shall start on the day the employee requested the reclassification.

6. All communications pursuant to this Article shall be in writing.

7. Notwithstanding any other provision of this Article, an employee's request for reclassification shall be automatically deemed approved if the employee fails to receive a response from the District with fifty-one (51) calendar days from when the immediate supervisor met with the employee and the Association pursuant to Section 2 of this Article.

8. An employee must wait three (3) months between reclassification requests and may not apply for more than three (3) reclassification requests in any one fiscal year.

ARTICLE XIII  
GRIEVANCE PROCEDURES

A. General Provisions

A grievance is defined as a statement by a unit member and/or the Association that the District has violated an express term of this Agreement and that by reason of such violation his or her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with any normal work activities of the District.

The definition of a "day" as used in this Article is any day unit members are required to be on duty. Unit members whose work year is ten (10) months shall make a good faith effort to begin and/or resolve their grievance before the end of their work year.

The grievant shall be allowed to request assistance of a member of the Chapter 299 Association and/or a CSEA Field Representative if desired at all grievance meetings. Reasonable released time shall be allowed to process the grievance.

B. Informal Level

Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve it by an informal conference with his/her immediate supervisor.

C. Formal Level

1. Level I

Within thirty (30) days after the occurrence of the act or omission grievant must present such grievance in writing on the appropriate form to his/her immediate supervisor.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the article and section of the Agreement violated, the decision rendered at the informal conference, and specific remedy sought.

The supervisor shall communicate his/her decision to the grievant in writing within fifteen (15) days after receiving the grievance and such action shall terminate Level I.

Within the above time limits either party may request and receive a personal conference with the other party.

2. Level II

If the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing on the appropriate form to the Human Resources Department within fifteen (15) days after termination of Level I. This statement shall include a copy of the original grievance, the decision rendered at Level I and a clear, concise statement of the reasons for the appeal.

The Human Resources Department will communicate a decision to the grievant in writing within fifteen (15) days after receiving the grievance and such decision shall terminate Level II.

3. Level III

If the grievant is not satisfied with the Level II decision, the grievant may appeal that decision in writing on the appropriate District form, with all levels of materials attached thereto, to the Superintendent or his designee, but such appeal must be made within ten (10) working days of the termination of Level II. The Superintendent or designee shall respond with a written decision to be communicated to the grievant within ten (10) working days of his or her receipt of the appeal. Either party may request a conference. The issuance of such decision or the expiration of said time period shall terminate Level III.

D. Arbitration

Grievances which are not settled at Level III, and which the grievant and the Association both desire to contest further, shall be submitted to arbitration as provided herein, but only if the Association gives written notice to the District of its desire to arbitrate within ten (10) working days after the termination of Level III. It is expressly understood that the only matters which are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the limitations and procedures of this Article.

E. Selection of an Arbitrator

As soon as possible, and in any event not later than twenty (20) working days after the District receives the written notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement can be reached within said twenty (20) days, an arbitrator shall be selected from a list of arbitrators provided by the American Arbitration Association. The party who strikes the first name shall be determined by lot. If the arbitrator selected indicates that he/she will not be available for the hearing within a reasonable time not exceeding sixty (60) calendar days, the parties shall proceed to select another arbitrator from the provided list.

F. Motion to Dismiss

If the District claims that the grievance is not arbitrable or should be dismissed, such a claim shall, at the option of the District, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance. If the District intends to make such a motion, it shall so notify the Association at least ten (10) working days prior to the hearing. The District may also at its own option, and without prejudice, have such a claim heard along with the merits of the case. If the District should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.

G. Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of a specific provision of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs.

The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have the authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

H. Effect of Award

The decision of the arbitrator within the limits herein above prescribed shall be final and binding upon the District, the grievant and the Association.

I. Expenses

Fees and expenses of the arbitrator shall be shared equally by the District and the Association.

Each party shall bear the expense of the presentation of its own case, with the exception of released time which shall be as provided above.

J. Failure to Meet Time Limits

If a grievance is not processed by the grievant and Association in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in the time specified at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Level I as a result of the summer recess, and other regularly-scheduled school recesses.

K. Confidentiality

In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed until it is processed through resolution, neither the grievant, nor the Association, nor the requested unit member, nor the District shall make public either the grievance or evidence regarding the grievance.

L. Grievance Files

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

M. No Reprisal

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

N. Legal Procedures

Nothing in the above procedures shall be construed as limiting the right of the unit members and/or Association to pursue available legal processes for a new review of the merits of the grievance.



ARTICLE XIV  
LAYOFF AND RE-EMPLOYMENT

A. Definitions: As used in this Article, the following terms have the following meanings:

“Re-employment list” means a list of permanent classified employees who have been laid off from permanent positions. They are eligible for re-employment without examination in their former class, arranged in order of their right to re-employment.

“Length of service,” for the purpose of this Article, means date of hire, excluding time spent on unpaid leave of absence.

“Regular employment” is a probationary or permanent employee in the bargaining unit whether full time or part time who is not a restricted substitute, short-term or student employee.

B. Notice of Layoff

When employees who are members of the bargaining unit are laid off for any reason, affected employees shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff. The District and CSEA shall meet within a reasonable period of time prior to the receipt of any notices of layoff to review the proposed layoffs and the order of layoff within the provisions of this Agreement. Any notice of layoffs shall specify the reasons for layoff and identify by name and classification the employees designated for layoff.

Any laid off employee who is a member of the bargaining unit shall be informed of displacement rights, if any, and re-employment rights under this Article.

C. Reduction in Hours

Any reduction in regularly-assigned time shall be considered a layoff under the provisions of this Article.

D. Order of Layoff

Any layoff shall be effected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first.

E. Seniority List

The Association shall receive a seniority list of unit members in any classification in which layoffs are contemplated by the District. The list shall be presented at least sixty (60) days prior to the effective date of the layoffs.

F. Bumping Rights

An employee laid off from his/her present class may bump into another classification in which the employee has greatest seniority provided the classification into which they are bumping is equal to or lower than the position from which they have been laid off. The employee may continue to bump into lower classes to avoid layoff.

Displacement into a lower class shall be considered demotion, and salary placement shall be on the step that the unit member would have attained had he/she remained in the lower class.

G. Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her re-employment rights under this Agreement.

H. Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as of who shall be laid off shall be made by lot.

I. Re-employment Rights

Laid off persons are eligible for re-employment in the class from which laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff.

An employee on a re-employment list may decline three (3) offers of re-employment in the former class. After the third refusal no additional offers need be made and the employee shall be considered unavailable until the employee indicates otherwise in writing. Regardless of how many refusals no employee may be removed from the list until the 39-month period expires or they are re-employed.

In addition, they shall have the right to apply for promotional positions within the filing period specified in the Job Vacancy Article of this Agreement for a period of thirty-nine (39) months following layoff.

Laid off employees do not accumulate seniority credit while on re-employment lists.

An employee who is a member of the bargaining unit who has accepted demotion in lieu of layoff has the right to be re-employed, in accordance with his seniority, in a vacant position in the former class within thirty-nine (39) months after demotion. Intervening reassignments to other classes shall not nullify that right.

Employees who are members of the bargaining unit 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. The District shall make the determination of the specific period of eligibility for re-employment on a class-by-class basis.

Employees who are members of the bargaining unit who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, for an additional eighteen (18) months, but if there is a valid re-employment list they shall be ranked on that list in accordance with their proper seniority.

ARTICLE XV  
SAFETY CONDITIONS

The District shall make a reasonable effort to provide employment and a place of employment which is as safe as the nature of the employment and assigned duties reasonably permits. A unit member shall not be required to perform duties under conditions which pose an immediate and serious threat or serious bodily harm to the unit member, provided that he or she has exhausted all available means within his or her discretion to remedy the condition.

It is the responsibility of a unit member to report unsafe conditions that are in violation of the requirements imposed by state and federal laws. There shall be no discrimination against a unit member for carrying out this responsibility.

A Safety Committee shall be formed composed of two (2) members appointed by the District, and two (2) members appointed by the Association. The two members appointed by the Association shall serve a one calendar year term on the Safety Committee. The Safety Committee shall meet as needed. The committee shall review all safety conditions as needed and make recommendations to the District concerning improvements. The District shall evaluate the advisability of making the proposed changes.

The unit members on the Safety Committee shall be allowed reasonable released time to carry out their responsibilities.

ARTICLE XVI  
TRANSPORTATION

A. Bus Driver Proficiency

1. All unit members employed as a Bus Driver must achieve and maintain proficiency in each bus within the District's fleet as a minimum condition of employment.

2. All new Bus Drivers employed by the District shall have six (6) months from their hire date to become proficient with each bus in the District's fleet. The District shall provide each Bus Driver with at least one (1) week prior written notice of their scheduled opportunity to become proficient on each bus in the District's fleet.

3. All Bus Drivers shall be responsible to maintain their proficiency with all District buses.

4. Each Bus Driver shall be given a written document stating their pending lapse of proficiency on a District bus at least ten (10) working days but not more than twenty-two (22) working days prior to the date the Bus Driver is scheduled to become non-proficient in the District Bus. This written notice does not have to be individualized to each Bus Driver, but must be distributed to each Bus Driver.

5. If a Bus Driver becomes non-proficient, the Bus Driver shall be placed on unpaid status for up to five (5) working days. During this maximum of five (5) working day period of unpaid leave, the Bus Driver shall become proficient in the District Bus that the Driver has become non-proficient and shall return to paid status the day after attaining proficiency in the required bus(es).

6. If a Bus Driver does not become proficient in District Bus(es) pursuant to section 5 above, the Bus Driver shall immediately be deemed to have resigned their employment with the District.

7. All leaves (paid or unpaid) taken by a Bus Driver shall not count against any of the timelines established in the section. When a Bus Driver returns from a leave (paid or unpaid) the Bus Driver shall continue forward from where the Bus Driver was in the timelines established by this section.

8. If a District Bus is out of service, it shall not count against any timelines established in this section. If a District bus is out of service during the time that a bus Driver is on the five (5) day unpaid leave pursuant to this section, the Bus Driver shall be permitted to return to work until the District bus returns to service. When the District bus returns to service, the Bus Driver shall immediately go back on unpaid leave and continue their five (5) day period of unpaid leave from the point in which they were at when the District bus went out of service.

B. Trip Assignments

1. The District has the sole discretion to assign any trip(s) or wash time to Bus Drivers during each Bus Driver's daily guaranteed time. As Bus Driver may not refuse any assignment or wash time that is completely contained within a Bus Driver's daily guaranteed time.

2. Turn-down time applies only to the refusal of overtime trips or assignments that require more hours than a Bus Driver's daily guaranteed time.

3. During the weekday, the District has discretion to make any assignments necessary for all trips that need to be assigned within 24 hours of the time in which the trip is scheduled to depart.

4. During the weekday, any bus driver that declines an assignment that is within 24 hours of time in which the trip is scheduled to depart, will not have any turn-down time counted against them.

5. During any weekend, the District must offer assignments that occur within 24 hours of the time in which the trip is scheduled to depart according a rotating seniority list beginning with the most senior member and ending with the least senior member according to date of hire. The District, when needing to utilize this list, shall contact the next member on that list and continue to scroll down the list until the District receives an acceptance from a unit member on that list. The rotating seniority list shall be an on-going list that shall continue to rotate throughout a fiscal year. The rotating seniority list shall be reset July 1 of each fiscal year.

6. During any weekend, any bus driver that declines an assignment that is within 24 hours of the time in which the trip is scheduled to depart will not have any turn down time credited against them.

7. During any weekend, any bus driver that accepts an assignment that is within 24 hours of the time in which the trip is scheduled to depart will not have any overtime credited against them.

8. During any period in which an assignment links at least one weekday and at least one weekend day, the District has discretion to make any assignments necessary for all trips that need to be assigned within 24 hours of the time in which the trip is scheduled to depart.

9. During any period in which an assignment links at least one weekday and at least one weekend day, any bus driver that declines an assignment that is within 24 hours of the time in which the trip is scheduled to depart, will not have any turn down time credited against them.

10. During any period in which an assignment links at least one weekday and at least one weekend day, any bus driver that accepts an assignment that is within 24 hours of the time in which the trip is scheduled to depart, will not have any overtime credited against them.

11. For purposes of this Article, the following definitions apply:

a. Weekday: A weekday is defined as any Monday through Friday contract day.

b. Weekend: A weekend is defined as any Saturday or Sunday or any District Holiday.

c. 24 Hours: 24 hours is defined as the 24 hours prior to the start of an assigned trip.

d. Guaranteed Time: The minimum number of hours that the unit member shall work each day. Guaranteed time may be assigned to a bus driver in a single block of time or as a split schedule. All Guaranteed Time may consist of drive time, wash time or a combination of drive and wash time.

12. All Bus Drivers that decline an assignment scheduled more than 24 hours from the start of the assigned trip shall be charged turn down time.

13. Bus Drivers that turn down an assignment within 24 hours of the time in which the trip is scheduled to depart that would require the use of guaranteed time and overtime, shall be allowed to complete their guaranteed time by assuming other duties or through wash time. This provision shall not apply if a Bus Driver is given an assignment deemed an emergency by the District.

C. Miscellaneous

1. All Bus Drivers shall be required to remain with their bus or with their group while on a trip.

2. All Bus Drivers must park and maintain the Bus at the facility or event, or the designated bus parking area for the facility or event, during the entire period of the trip.

D. Bus Driver Proficiency

1. All Bus Drivers shall be responsible to maintain their proficiency with all District Buses.

2. Each Bus Driver shall be given a written document stating their pending lapse of proficiency on a District Bus at least ten (10) working days but no more than twenty-two (22) working days prior to the date the Bus Driver is scheduled to become non-proficient in the District Bus. This written notice does not have to be individualized to each Bus Driver, but must be distributed to each Bus Driver.

3. Once a Bus Driver becomes non-proficient, the Bus Driver shall be placed on unpaid status for up to five (5) working days. During this maximum of five (5) working day period of unpaid leave, the Bus Driver shall become proficient in the District Bus that the Driver has become non-proficient and shall return to paid status the day after attaining proficiency in the required bus(es).

4. If a Bus Driver does not become proficient in District Bus(es) pursuant to Section 14 above, the Bus Driver shall immediately be deemed to have resigned their employment with the District.

5. All leaves (paid or unpaid) taken by a Bus Driver shall not count against any of the timelines established in this Section. When a Bus Driver returns from a leave (paid or unpaid) the Bus Driver shall continue forward from where the Bus Driver was in the timelines established by this Section.

6. If a District Bus is out of service, it shall not count against any timelines established in this Section. If a District Bus is out of service during the time that a Bus Driver is on the five (5) day unpaid leave pursuant to this Section, the Bus Driver shall be permitted to return to work until the District Bus returns to service. When the District Bus returns to service, the Bus Driver shall immediately go back on unpaid leave and continue their five (5) day period of unpaid leave from the point in which they were at when the District Bus went out of service.



ARTICLE XVII  
SALARIES

All unit members shall be paid according to each unit member's appropriate placement on the salary schedule (see Appendix A to this Agreement)

A. Salary Adjustments

The District and the Association shall begin negotiations on salary adjustments, if any, no later than December 1 of each school year. Any negotiated changes to the existing salary schedule shall be incorporated into this Article as a replacement to Appendix A.

A unit member, other than a Bus Driver, who holds a Bus Driver's license and who is called upon by the District to drive shall be paid a stipend of \$20.00 per month for any time he/she is called upon to drive in any month. Payment of the stipend shall be semi-annually.

A unit member serving as a Bus Driver Trainer shall receive a five percent (5%) differential above placement on salary schedule during those hours served as trainer. (This shall include actual training, classroom activities and completion of the necessary forms and reports.)

A unit member serving as a presenter/trainer of Instructional Aides - Computer Lab shall receive a five percent (5%) differential above the member's hourly rate. This extra-pay assignment shall include presenting, training and preparation time.

B. Working Out of Classification

A unit member who is required to work out of his or her regular classification for more than five (5) days in any fifteen (15) day period shall, for the entire period the unit member is required to work out of his/her classification, be paid not less than five percent (5%) above the unit member's normal assigned salary rate or at Step I of the classification whichever is higher.

The unit member's immediate supervisor shall be responsible for submitting the proper documentation of the unit member's working out of classification to the District so that the unit member shall receive payment for working out of his/her regular classification on the next pay period.

The District shall respond, in writing, to the written notice regarding the unit member working out of his/her regular classification within five (5) working days.

A unit member working full time for six (6) consecutive months out of classification in a vacant position shall be offered the vacant position.

C. Longevity Pay

All unit members that qualify for longevity pay based upon years of service in the District shall receive cumulative longevity pay on the qualifying anniversary dates as follows:

Completion of 7 years of service:	\$13 per month
Completion of 10 years of service:	\$26 per month (in addition to above increment)
Completion of 15 years of service:	\$26 per month (in addition to above increments)
Completion of 20 years of service:	\$26 per month (in addition to above increments)
Completion of 25 years of service:	\$26 per month (in addition to above increments)
Completion of 30 years of service:	\$26 per month (in addition to above increments)

Annual longevity pay is calculated on the current base assignment, by multiplying the number of months worked, times the increment amount(s) the employee is eligible for, times the percentage of an 8-hour work day. A unit member must be in paid status one-half of the working days in a month to receive the unit member's longevity payment for that month. Unit members that are not in paid status for one-half of the working days in a month will not receive any longevity pay for that month. Unit members that are on unpaid leave shall continue to accumulate years of service for purposes of qualifying for longevity increments.

Unit member's longevity anniversary date shall be as follows:

1. For those unit members hired for a regular assignment on or before December 31, 1994 the longevity anniversary date shall be July 1 of that fiscal year (July 1-June30).

2. For those unit members hired for a regular assignment on or after January1, 1995 the longevity anniversary date shall be July 1 of the calendar year of hire (January 1-December 31).

D. Salary Placement After Promotion

A member of the bargaining unit who is promoted to a higher classification shall be placed on a step that results in at least a five percent (5%) increase over his/her current salary up to Step E.

E. Shift Differential

A Unit member whose regular full-time assignment commences at 1:00 p.m. or later shall receive a two and one-half percent (2-1/2%) differential above the unit member's hourly rate.

ARTICLE XVIII  
ANNUAL SALARY SUPPLEMENT

A. Health and Welfare Benefits

Unit members that are eligible to receive health and welfare benefits shall receive those benefits according to the rules, requirements and amounts stated on the current "Azusa Unified School District Classified Employees Health, Dental, Vision & Life Benefits" schedule attached as Appendix B.

B. Retirement Medical Benefits

The District shall make available \$3020 towards the payment of the group health insurance program for the unit member only, retroactive to November 1, 2007. For those retiring after September 1, the amount will be prorated at the rate of \$302 per month. This shall be paid for a maximum of ten (10) consecutive years, beginning with the first year of retirement, until he/she becomes eligible for Medicare, secures employment elsewhere where medical insurance is paid or reaches the age of 65, whichever occurs first. At that time, the District contribution towards medical insurance shall cease.

All retirees who were receiving District contributions toward medical insurance on, or after November 1, 2007, shall have the \$2623.18 cap increased to \$3020 retroactive to November 1, 2007, or the date of the first retirement contribution after November 1, 2007.

At the conclusion of the District paid retirement medical benefit the retiree has the option, at no cost to the District, to purchase an HMO for a maximum of three (3) additional years or to Medicare age of eligibility (whether or not the unit member qualifies for Medicare), whichever comes first. The retiree may purchase available vision and dental plans at no cost to the District until the retiree reaches the Medicare age of eligibility (whether or not the unit member qualifies for Medicare).

To qualify for this retirement medical plan, the following criteria must be met by the unit member: a) must have reached the age of 55; b) must have ten (10) full years of service in a paid status with the District; c) must have retired from the District and have applied for retirement payments from his/her appropriate retirement system (Public Employees' Retirement System/State Teachers' Retirement System); d) must have been enrolled in the District medical insurance program and have his/her insurance paid for by the District for a minimum of one (1) year prior to retirement; and, e) normally all retirees will be expected to remain on the same plan. However, if it is necessary to change, the retiree may select from an available HMO.



ARTICLE XIX  
TRAINING/PROFESSIONAL GROWTH

The District shall provide 16 hours of staff development throughout the school year for unit members to maintain high standards of performance and to increase the skills of unit members. Staff development normally takes place during regular working hours at no loss of pay or benefits for unit members. When a unit member is required to take special training, the District will pay the cost of the training.

A unit member may request training that is directly related to the unit member's job description. The request shall be submitted to the unit member's immediate supervisor on the appropriate form provided by the District.

If a unit member is denied the requested training by his/her immediate supervisor, the immediate supervisor will reply, as to the reason the request for training was denied. The reply will be in writing, if requested by the unit member.

Professional Growth Program

A. Criteria for Awards

All permanent classified employees are eligible to enter the Professional Growth Program. Professional growth credits may be achieved through participation in any of the following category of activities:

1. Coursework

Courses at a university, college, community college, adult education or trade school and institute/lecture series.

Coursework shall be related to improvement of job performance in the position occupied by the employee, or to meeting the requirements of a position to which the employee aspires.

Institute or lecture series attendance may be selected from those offered by adult school, college, professional groups or as approved by the Professional Growth Review Committee. The auditing of a college class shall be considered. Written verification shall be required.

Courses must be completed with a passing grade of "C" or better to receive credit. A certificate of satisfactory completion will be accepted in lieu of a transcript.

Points: Two (2) points per semester unit (eighteen [18] hours of class work equals one [1] semester unit).

2. Special Activities

Unpaid District in-service workshops, educational conferences and community groups (leadership capacity).

Programs may be selected from any in-service workshops offered by the District (unpaid/non-work hours) and educational conferences offered by professional groups or as approved by the Committee. Verification of attendance is required and shall consist of a fee statement or registration receipt and program of activities. Written verification of community leadership shall be required.

Points: Eighteen (18) hours of leadership service, or workshops shall equal one (1) point.

B. Qualifying for the Award

When an employee has completed ten (10) Professional Growth points, an application shall be submitted to the Committee and approved prior to the issuance of the award.

Employees shall be granted a one-time-only opportunity to apply for retroactive credit of coursework taken prior to the implementation of this policy (February 1990) not to exceed six (6) Professional Growth Points toward their first Professional Growth Award. These growth points may have been obtained prior to employment with the District.

The Committee may consider applications prior to participation in the activities, if there is some doubt whether the activity will be approved.

Of the ten (10) points required for professional growth awards, six (6) points must be in the area of coursework.

Employees who have earned an award shall receive the award, payable in a lump sum on a yearly basis, to be included with the last salary warrant issued in the fiscal year.

Awards shall be increased in \$500 increments every two (2) years (as earned) up to a maximum of \$2000 over an eight (8) year period, or a maximum of four (4) awards.

C. Application

The following procedure must be followed in order to receive the Professional Growth Award.

The District shall make applications available to all classified employees on or before February 1.

It is the responsibility of the employee to maintain his/her own file of report cards, transcripts or other acceptable certification of the courses completed.

The completed application, copies of all records and verifications, shall be submitted to Human Resources for certification by the Committee on or before March 1.

The Committee shall review all applications and report the status of each to Human Resources. Human Resources shall send each applicant a written statement of the status of their application on or before April 30.

D. Professional Growth Review Committee ("Committee")

The Committee shall be comprised of three (3) members appointed by the Association, the Human Resources Department and two (2) supervisors appointed by the Superintendent or designee. This Committee shall review all applications and report the status to Human Resources as stated above.

The meetings shall be jointly scheduled with the District and the Association. All classified members of the Committee shall be given released time to attend the meetings.



ARTICLE XX  
ALCOHOL/DRUG TESTING PROCEDURES

A. General

The Association and the District agree that safety and health of students, staff, and the public requires every reasonable effort be made to discourage alcohol and/or illegal substance abuse. The District and the Association further agree to make every reasonable effort to protect students, staff, and the public from alcohol and/or illegal drug use.

1. Application

Under the provisions of Title 49 of the Code of Federal Regulations, Part 382 and Part 40, the provisions of this section apply only to bargaining unit members whose duties include the driving of a commercial motor vehicle, or for which a Class A, Class B or a Class C driver's license is required. Bargaining unit classifications with such duties are limited to:

- a. Bus Driver
- b. Athletic & PE Aide
- c. Custodian (floor crew and high school assignments only)
- d. Groundskeeper I, II, III or III-Crew Leader
- e. Maintenance I, II or III
- f. Food Service Truck Driver
- g. Messenger
- h. Assistant Warehouse Keeper
- i. Warehouse Keeper
- j. Technology I, II or III
- k. Network Technician
- l. Messenger/Assistant Warehousekeeper
- m. Lead Mechanic
- n. Mechanic II or III

2. Notice

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

3. Reasonable Suspicion Testing

a. A reasonable suspicion test must be based upon specific, observations concerning the appearance, behavior, speech or body odors of the bargaining unit members as set forth in Title 49 of the Code of Federal Regulations, Part 382. Bargaining unit members subject to reasonable suspicion determination are defined in Section A.1. in this article.

b. The observations must be made by a supervisor(s) or District official who has received the requisite training (Title 49 CFR 382) in identifying indicators of probable alcohol misuse and controlled substance use.

c. Reasonable suspicion observations must be made just before, during or just after the bargaining unit member's performance of a safety-sensitive duty.

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

e. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two (2) hours following the reasonable suspicion determination, the District shall prepare and maintain on file a statement of the reasons the test was not promptly administered. The bargaining unit member will be given a copy of this statement. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight (8) hours of the reasonable suspicion determination.

f. A written record of the reasonable suspicion observations, dated and signed by the supervisor(s) or District official making the observations, must be made within 24 hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the bargaining unit member when the results of the test are released.

g. The supervisor(s) or District official who makes the reasonable suspicion observations shall not conduct the test or participate in the collection or chain of custody of any specimen for testing.

4. Post-Accident Testing

a. As soon as practicable following an accident involving a commercial motor vehicle, the District shall test the following individuals for alcohol and controlled substances:

(1) A bargaining unit member whose classification is Bus Driver or Maintenance I, II or III who is assigned as a mechanic, was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life, and/or

(2) A bargaining unit member whose classification is Bus Driver or Maintenance I, II or III who is assigned as a mechanic, receives a citation under state or local law for a moving violation arising from the accident.

b. No post-accident test for alcohol will be given more than eight (8) hours after the accident.

c. No post-accident test for controlled substances will be given more than 32 hours after the accident.

5. Random Testing

a. The annual percentage rate for random alcohol testing is at least 25% of the average number of safety sensitive positions. The annual percentage rate for random controlled substance testing is at least 50% of the average number of safety sensitive positions. These rates, which are required by FHWA regulations, will be automatically adjusted to be consistent with changes, if any, in the minimum rates required by these regulations. (See 49 C.F.R. §382.305, subd. (a).) The District will notify the Association of any change in these amounts prior to implementation. The intent of "at least" is to establish a number that will meet but not exceed the minimum requirements of 25% and 50% respectively.

b. The pool of bargaining unit members subject to random testing shall include all employees required to be under Title 49 of the Code of Federal Regulations, Part 382 and Maintenance I, II and III bargaining unit employees assigned as mechanics.

c. Bargaining unit members will not be recalled from approved leaves of absence for the purpose of alcohol or controlled substance testing.

d. The selection of bargaining unit members for random testing must be solely by chance utilizing a random number table of a computer-based random number generator matched with social security numbers.

e. The dates for random tests shall be unannounced and spread reasonable throughout the year. Each person in the random pool must have an equal chance of selection each time random selections are made, regardless of whether the person was previously tested this year.

## 6. Testing Procedures

All tests for alcohol or controlled substances must comply with the requirements for such tests set forth in Title 49 of the Code of Federal Regulations, Part 40. In addition:

a. No District employee shall serve as either a collection site person for controlled substance testing or as a breath alcohol technician for alcohol testing of bargaining unit members.

b. All testing shall be conducted in a private setting and, in the case of controlled substance testing, no direct observation of a bargaining unit member's urination by a collection site person is permitted, except for the reasons stated in Title 49 of the Code of Federal Regulations, Section 40.25, subdivision (3), and then only by a same gender collection site person who is not employed by the District.

c. Except for a test requested by a bargaining unit member for a test of the remainder of a split sample, the testing laboratory for controlled substance testing shall be a forensics laboratory approved for urine and drug testing by the Department of Human Services identified in Appendix "C". By mutual agreement, this list of accepted laboratories may be revised as necessary.

d. Any tests that do not comply with the requirements of Title 49 of the C.F.R. shall be treated as negative tests.

7. Positive Tests

a. A positive test for alcohol must be confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.02 grams of alcohol per 210 Liters of breath or greater. Such a test is positive even if that concentration is caused by prescribed medication.

b. A positive test for controlled substances must be a confirmation test by gas chromatography/mass spectrometry techniques and must show one of the following:

(1) 15 ng/ml (nanograms per milliliter) of marijuana metabolite;

(2) 150 ng/ml of cocaine metabolite;

(3) 300 ng/ml of either morphine or codeine;

(4) 25 ng/ml of phencyclidine; or

(5) 500 ng/ml of amphetamine or methamphetamine;  
(Note: Adjustments to these amounts shall occur

if necessary to remain in compliance with Federal Regulations. The District shall notify the Association of any changes in these amounts prior to implementation.

and, the medical review officer must conclude that there is no legitimate explanation, such as prescribed medication, for the result.

c. No positive test for controlled substances shall be reported to the District until after:

(1) The medical review officer has contacted the bargaining unit member directly, on a confidential basis, and given the bargaining unit member an opportunity to discuss the test results and the bargaining unit member's medical history, including medication, in confidence;

(2) Within 72 hours of the bargaining unit member's notification that the test was positive, the bargaining unit member may request that the split sample be tested by a different forensic laboratory, certified by the Department of Health and Human Services; and

(3) The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the bargaining unit member.

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

(5) The medical review officer shall be a licensed physician with special training in substance abuse disorders, the medical use of prescription drugs and the pharmacology and toxicology of alcohol and controlled substances. The medical review officer shall not be an employee of the District.

(6) The cut-off levels in this section are those required by FHWA regulation. They will be automatically adjusted to be consistent with changes, if any, in the levels specified by those regulations. (See 49 C.F.R. § 40.29, subd. (F).) The District will notify the Association of any changes in these cut-off levels prior to implementation.

## 8. Disciplinary Action for Prohibited Conduct

Bargaining unit members are subject to discipline up to and including suspension and/or immediate termination of employment as is appropriate in accordance with applicable law and District policies and procedures. Severity of the disciplinary action will be based on the circumstances of the infraction and prior work history, including prior disciplinary actions(s) of the bargaining unit member. Disciplinary guidelines for prohibited conduct are as follows:

a. <u>Drug Testing</u>	First <u>Offense</u>	Second <u>Offense</u>	Third <u>Offense</u>
1. Refusal to provide a urine sample when required.	Resignation or Termination		
2. Substituting, adulterating or otherwise tampering with a urine sample, testing equipment or related paraphernalia	Resignation or Termination		
b. <u>Alcohol</u>			
1. Refusal to submit evidential breath test	Resignation or Termination		

2. Use of, or being under influence of alcohol on duty with a level of 0.02 to 0.039 BAC	Remainder of the day and 2 days and suspension which includes rehabilitation written reprimand placed in bargaining unit member's return to personnel file	10 days suspension and completion of rehabilitation within 6 months of testing, subject to duty and unannounced follow-up the first 12 months after return to duty	Termination
3. Use of, or being under the influence of alcohol on duty with a 0.04 or above BAC test result	5 days suspension, successful completion of rehabilitation program within 6 months of testing, subject return to duty and unannounced follow-up testing for the 12 months return to duty	Termination	
c. <u>Controlled Substance</u>			
1. Use of, or being under the influence of drugs on duty	10 days suspension, successful completion of rehabilitation program within 6 months of testing, subject return to duty and unannounced follow-up testing for the 12 months return to duty	Termination	

9. Miscellaneous

a. Bargaining unit members will receive pay for time required to take the tests specified in this article. The District will pay for the initial test. In the case of post-accident testing, the bargaining unit member will be compensated at the appropriate rate of pay for the length of time required to complete the testing process.

b. The bargaining unit member shall pay for all confirmatory testing of a split sample. In the event that the confirmatory test is negative, the bargaining unit member will be reimbursed the cost of the test. The bargaining unit member has the following options for payment of this test: (1) remit payment to the District, or (2) request a payroll deduction.

c. The Association job stewards and other appointed representatives shall receive the same training provided to supervisors for reasonable suspicion determination as it is scheduled.

d. The parties agree to treat all test results as confidential medical records and recognize that these records may need to be released in the course of legal proceedings.

e. The District respects and acknowledges the right of bargaining unit members to seek and receive the Association representation for any meeting in which misconduct by the bargaining unit member is/may be alleged and for which there may be disciplinary action.

f. Following the receipt of positive test results, the District shall not question a bargaining unit member concerning the use of alcohol and/or controlled substance without first informing the bargaining unit member of his/her right to have a union representative present throughout the questioning. If the bargaining unit member then requests a union representative, no such questioning shall occur in the absence of the union representative.



ARTICLE XXI  
RETAINED RIGHTS AND RESPONSIBILITIES

A. The District retains all of its powers and authority to determine, direct and manage the District to full extent of the law. It is not the intention of the parties, in setting forth the following rights of management, to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights and responsibilities. It is agreed that such rights and responsibilities include the authority to determine, direct and manage, in whole or in part, any of the following:

1. The operational and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions and advisory commissions and committees.

2. The financial status of the District, including all sources and amounts of financial support, income, funding, taxes and debt and all means and conditions needed to secure financial support including:

- a. Compliance with any qualifications or requirements imposed by law or by funding sources.
- b. All investment policies and practices.
- c. All budgetary matters and procedures, including the budget calendar, the budget information process, accounting methods, fiscal and budget control policies and procedures.
- d. All budgetary allocations, reserves and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement.

3. The acquisition, disposition, location, types and uses of all District properties, whether owned, leased or otherwise controlled.

4. All services to be rendered to the public and to the District personnel in support of the services rendered to the public: the nature, methods, quality, quantity, frequency, and standards of service, and the personnel facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction,

maintenance and repair services. It is agreed that this paragraph does not constitute a waiver of Education Code 45103.1, where applicable, nor does it waive the Association's right to negotiate contracting out work to the extent the District is legally required to negotiate this issue.

5. The utilization of personnel not covered by this Agreement, such as all substitutes, hourly, short-term, consultants, confidential, noon duty supervisors, teachers and supervisory and managerial personnel and the methods of selection and assignment of such personnel, including to the extent with District practice, using such personnel to do work which is normally done by employees covered hereby.

6. The educational policies, procedures, objectives, goals and programs, including those relating to curriculum course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, and the public with respect to such matters, subject only to such consultation rights of the Association as are provided under Government Code 3543.2

7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees of any location and also to any facilities, consistent with the duties contained in the job description, classrooms, functions, activities, academic subject matters, grade levels, departments, or equipment, and the determination as to whether, when and where there is a job opening.

8. To fix and prescribe the duties to be performed by classified employees in accordance with Education Code 45109.

9. The standards of performance of all employees, and whether any employee adequately performs such duties and meets such standards.

10. The dates, times and hours of operation of District facilities, functions, and activities; work schedules consistent with the terms as outlined in Article V (hours and overtime), and the student calendar.

11. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment.

12. To adopt rules, regulations and policies in furtherance of this article.

13. The termination or layoff of employees consistent with law, as the

result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

B. The non-exercise of any right reserved to the District herein shall not be deemed a waiver of the District's right to exercise the right in the future.

C. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject of the grievance provisions set forth in Article XII.

ARTICLE XXII  
MISCELLANEOUS PROVISIONS

1. In the event of a conflict between the terms of this Agreement and any Board policies, procedures or individual contracts of employment, the terms of this Agreement shall prevail.

2. The District shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, physical handicap or membership in any employee organization.

3. The District shall reimburse or repair articles of clothing, glasses and hearing aides damaged while the unit member is acting in the proper discharge of disciplinary/supervisory duties. In addition, all other accessories damaged under the conditions listed above shall be reimbursed up to a maximum of \$200.00.

4. The Association shall receive, but not be limited to, the following: Board

agendas, minutes and addenda; staff/community newsletters;

district financial budgets; job vacancy fliers; superintendent council minutes; all school site council minutes, when available and S.G.V. Coalition for Education as available.

5. The District shall pay all printing costs for this contract.

6. In the event that as a result of a scribe's error(s) of omission or commission in the preparation of the parties' current collective bargaining agreement, the language of the parties' tentative agreement(s) shall prevail in the event of conflict(s).

7. Each year thereafter, M.O.T., M.I.S., Warehouse, Messenger, Campus Aides, and Nutrition Services Workers bargaining unit members shall be credited with three hundred dollars (\$300.00) to be used towards obtaining the following uniforms:

- 1) Warehouse, Messenger, M.O.T., Campus Aides and Campus Security, and M.I.S.: District approved shirts, pants/shorts, shoes and jacket from a District designated vendor.

2) Nutrition Service Worker: District approved uniform tops and shoes from a District designated vendor.

a. Unit members must submit their order request to their supervisor by September 30<sup>th</sup> of each year. This annual credit shall not accumulate from year to year and any unused balance in any given year shall be retained by the District.

b. Unit members that require a new uniform due to size adjustments prior to the next District order cycle shall be responsible for the cost.

c. Uniforms damaged in the performance of the unit member's duties shall be replaced at the District's expense.

d. Bargaining unit members shall only wear their uniforms during their work day.

e. Bargaining unit members who fail to wear the provided uniform shall be subject to the progressive disciplinary policy of the District.

f. Uniforms shall be the property of the District. Uniforms shall be maintained and cleaned by the unit member.

g. New unit members employed in the M.O.T., M.I.S., Warehouse, Messenger, Campus Aides, and Food Services Worker classifications shall be provided the following uniforms:

- 1) Maintenance, Operations, Warehouse, Messenger, and M.I.S.: Up to five (5) District approved shirts.
- 2) Transportation: Up to five (5) District approved shirts and pants/shorts, and up to one (1) District approved jacket from a District designated vendor.
- 3) Campus Aide: Up to five (5) District approved shirts and one (1) District jacket from a District designated vendor.
- 4) Food Service Worker: Up to five (5) District approved uniform tops from a District designated vendor.

8. Students shall be allowed to perform unit work pursuant to the service learning program as follows:

a. The project must be tied to a service learning project; and

b. The proposed project must be submitted to the District and Association bargaining teams for consideration; and

c. The District and Association must agree, in writing, to the use of student workers for bargaining unit work; and

d. The project must be a limited project that is non-reoccurring and will not constitute an ongoing displacement of bargaining unit work; and

e. If supervision of student employees is necessary, qualified bargaining unit members will be given first priority to supervise student workers before the use of any outside consultant for the supervision of students.

ARTICLE XXIII  
VOLUNTEERS

A. Intent

The intent of this Article is to clarify and define the use of out-of-classroom volunteers at Azusa Unified School District schools. Both the District and the Association recognize the value of parent and community involvement in the functioning of the District, including the use of volunteers. It is our mutual intent to provide a strong sense of job security for the classified staff, to abide by laws of the collective bargaining agreement and to also provide useful projects for volunteers that are implemented in a safe, effective and legal manner, the following agreement is reach.

B. Process for out-of-classroom volunteer projects

The following process shall apply to out-of-classroom volunteers only:

1. A Site Administrator or Department Manager shall complete and forward one copy of the "Volunteer Project Request Form" to the Director of MOT and the CSEA President. It shall be the sole responsibility of the Site Administrator or Department Manager that completed the form to secure the acceptance signatures of the Director of MOT and The CSEA President.

2. The Site Administrator or Department Manager, after securing the signatures listed above, shall forward the competed "Volunteer Project Request Form" to the Deputy Superintendent. The Deputy Superintendent shall, within ten (10) working days, approve or disapprove the request as listed on the "Volunteer Project Request Form." If the Deputy Superintendent fails to take any action on the "Volunteer Project Request Form" with ten (10) working days, the request shall be deemed to be automatically approved on the eleventh (11<sup>th</sup>) working day following the date the Deputy Superintendent received the request pursuant to this Article.

3. If any concerns exist regarding the request, the parties shall immediately meet in an effort to resolve any and all concerns.

ARTICLE XXIV  
SEPARABILITY AND SAVINGS

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

If any such decision or change in law occurs, the parties hereto shall, upon request, within ten (10) working days commence meeting and negotiating with respect to the means of compliance herewith.



ARTICLE XXV  
ENTIRE AGREEMENT

The Association and the District agree that the Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Association will meet and negotiate on any further matters prior to reopening negotiations except as required by the Educational Employment Relations Act (EERA), other provisions of this Agreement or by written mutual agreement of the parties.

Nothing in this section or any other section of the Agreement is intended to be construed as a waiver by the District, Association or unit members of the rights provided under the Education Code or the Educational Employment Relations Act (EERA) or any other applicable law.

ARTICLE XXVI  
DURATION AND RE-OPENERS

A. Duration

This Agreement shall remain in full force and effect from July 1, 2023 up to and including June 30, 2026 except for modifications as set forth under Section B of this Article.

This agreement shall remain in full force and effect beyond June 30, 2026, subject to a request by either party to modify, amend or terminate this agreement, at which time the parties agree to meet and negotiate a successor agreement.

B. Re-Openers

In 2024-2025, 2025-2026 negotiations between the parties shall be limited to, Compensation and Article XVIII Annual Salary Supplement and two subjects or articles for each party. The parties shall notify each other of their intent to negotiate no later than April 1, 2024 and April 1, 2025.

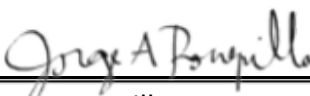
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date indicated below.

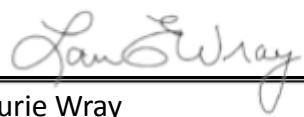
Date 11/02/2023

Date 11/02/2023

AZUSA UNIFIED SCHOOL DISTRICT

CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION,  
CHAPTER 299

  
\_\_\_\_\_  
Jorge A. Ronquillo  
Board's Representative

  
\_\_\_\_\_  
Laurie Wray  
President, Azusa Chapter 299



**LIST OF LABORATORIES**

National Health Laboratories, Inc.  
1100 California Avenue  
Bakersfield, California 93304  
(805) 322-4250

National Health Laboratories, Inc.  
5601 Oberlin Drive, Suite 100  
San Diego, California 92121  
(619) 455-1221

SmithKline Beecham Clinical Laboratories  
7600 Tyrone Avenue  
Van Nuys, California 91045  
(818) 376-2520

Centinela Hospital Airport Toxicology Laboratory  
9601 South Sepulveda Boulevard  
Los Angeles, California 90045  
(310) 215-6020

TOXWORX Laboratories, Inc.  
6160 Variel Avenue  
Woodland Hills, California 91356  
(818) 226-4373

PharmChem Laboratories, Inc.  
1505-A O'Brien Drive  
Menlo Park, California  
(415)328-6200/(800)446-5177

Nicols Institute Substance Abuse Testing  
7470-A Mission Valley Road  
San Diego, California 92108-4406  
(619) 686-3200/(800) 446-4728

Poisonlab, Inc.  
7272 Clairemont Mesa Road  
San Diego, California 92111  
(619) 279-2600/(800) 882-7272

UNILAB  
18408 Oxnard Street  
Tarzana, California  
(818) 343-8191/(800) 492-0800

**HOLD HARMLESS**

I agree to indemnify and financially hold harmless the District, its Board of Education, each individual Board of Education member, and all administrators of the District against any and all claims, demands, costs, lawsuits, including attorney fees for attorneys individually chosen by the District, Board of Education, each individual Board of Education Member and all administrators of the District for the purpose of defending said District, Board of Education, Individual Board of Education Members and all administrators of the District, or any other form of liability of expenses, including but not limited to, all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with my request for Supplemental Catastrophic Leave or compliance with the Article.

I agree to indemnify and financially hold harmless the California School Employees Association and its agents and employees against any and all claims, demands, costs, lawsuits, expenses, administrative agency costs, or attorney fees except as prohibited by law, that may arise out of or by reason of action taken by the Association regarding any request by me for Supplemental Catastrophic Leave, or for the purpose of complying with this Article.

I, \_\_\_\_\_, hereby waive and release, except as prohibited by law, any and all claims, demands and causes of action of every nature and kind whatsoever, known or unknown, suspected or unsuspected, I may now have, or may have in the future, known or unknown, including the right to grieve or arbitrate under the collective bargaining agreement between the California School Employees Association and the Azusa Unified School District, decisions regarding the supplemental Catastrophic Leave Bank, against the Azusa Unified School District and/or the California School Employees Association in connection with the administration, procedures, and decision taken regarding the Supplemental Catastrophic Leave Bank and request for Supplemental Catastrophic Leave.

I hereby expressly waive and relinquish all rights and benefits afforded by the provisions of Section 1542 of the Civic Code of the State of California, regarding any request by me for Supplemental Catastrophic Leave, and I understand that said section provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the doctor"

I understand that pursuant to Article 8, Section B (9), of the Collective Bargaining Agreement, that my signature on this document is required prior to submitting an application to receive any allocation from the Supplemental Catastrophic Leave Bank as provided in Article 8, Section 8(9), of the current Collective Bargaining Agreement

Date: \_\_\_\_\_ Signature: \_\_\_\_\_