

LOMPOC UNIFIED SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



**Classified School
Employees**



AFL-CIO

**extraordinary
workers**

**Classified Bargaining Unit Contract
CSEA Chapter 257**

July 1, 2022 – June 30, 2025
Year 1 of 3-year Contract

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1 **PREAMBLE**

2 This agreement is made and entered this 27th day of June, 2023 by and between the Lompoc
3 Unified School District, hereinafter referred to as the “District” and the California School
4 Employees Association and its Lompoc Valley Chapter #257, hereinafter referred to as the
5 “Association” or CSEA.



California School Employees Association



Lompoc Unified School District

6 **ARTICLE 1: RECOGNITION**

7 1.1 The District confirms its recognition of the Association as the exclusive representative for that unit
8 of employees recognized by the District per its Resolution dated May 6, 1976, as described in
9 Appendix B attached hereto and incorporated by reference as a part of this Agreement.

10 1.2 All new regular positions created by the District which are not certificated management,
11 confidential or supervisory shall be assigned to the bargaining unit.

12 1.3 The District shall notify the Association whenever a new classification is created in the bargaining
13 unit and agrees to negotiate all matters within the scope of bargaining for new positions and
14 proposed changes to existing positions.

15 1.4 Any objections by the Association to the District's determination of newly established management,
16 confidential, non-regular and supervisory positions under this section shall be resolved by the
17 Public Employment Relations Board (PERB) in accordance with the procedures specified under its
18 rules and Section 3540, et seq., of the Government Code. Any unit determination disputes are
19 expressly excluded from the provisions of Article 5: Grievances.



California School Employees Association



Lompoc Unified School District

20 **ARTICLE 2: DISTRICT RIGHTS**

21 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage
22 and control to the full extent of the law. Included in, but not limited to, those duties and powers
23 are the exclusive right to the following: determine its organization; direct work of its employees;
24 determine the times and hours of operation; determine the kinds and levels of services to be
25 provided, and the methods and means of providing them; establish its educational policies, goals
26 and objectives; insure the rights and educational opportunities of students; determine staffing
27 patterns; determine the number and kinds of personnel required; maintain the efficiency of District
28 operations; determine the curriculum; build, move or modify facilities; establish budget procedures
29 and determine budgetary allocation; determine the method of raising revenue; lawfully contract out
30 work, as subject to the rights to Collectively Bargain under the EERA; and take action on any
31 matter in the event of an emergency. In addition, the District retains the right to hire, classify,
32 assign, evaluate, promote, terminate, and discipline employees.

33 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District,
34 the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of
35 judgment and discretion in connection therewith, shall be limited only by the specific and express
36 terms of this Agreement, and then only to the extent such specific and express terms are in
37 conformance with law.

38 2.3 For the purpose of this section, "emergency" shall be defined as: the effects of natural, man-made,
39 or war-caused emergencies which result in conditions of disaster or in extreme peril of life,
40 property, and resources is of paramount importance requiring the responsible efforts of unit
41 members. In any event, such changes shall be for only the length of an emergency.

42 **ARTICLE 3: ASSOCIATION RIGHTS**

43 3.1 All Association business and activities will be conducted by unit members or Association
44 officials outside established work hours as defined in Article 7 herein. Association business and
45 activities will be conducted in places other than District property except when:

- 46 a. An authorized Association Representative obtains advance permission from the
47 Superintendent or designee regarding the specific time, place and type of business and
48 activity to be conducted;
- 49 b. The Superintendent or designee can verify that such requested business and activities
50 and use of facilities will not interfere with the school programs and/or duties of unit
51 members and will not directly or indirectly interfere with the right of employees to
52 refrain from listening or speaking with an Association representative; and
- 53 c. The District agrees to grant the Association access to employees' work location during
54 the unit members' meal break or after normal working hours. Any Association staff
55 member and/or Association officer shall, prior to contacting an employee, make his/her
56 presence known to the work site management office, and/or;
- 57 d. Permitted by California Government Code 3543.1.

58 3.2 The Association may use the District mail services and designated bulletin boards subject to the
59 following conditions:

- 60 a. All posting on designated bulletin boards or items for District mail services (including
61 e- mail) must contain the date of posting or distribution and the identification of the
62 organization together with a designated authorization by the Association president;
- 63 b. CSEA shall have the right to use District e-mail services to distribute informational
64 correspondence to CSEA association members. This correspondence shall be limited to
65 meeting notices, minutes, agendas, training opportunities and sick leave donations. All
66 other e-mail correspondence shall require preapproval of Superintendent or designee.
67 Said distribution shall be exercised by two (2) CSEA E-Board appointees. CSEA will be
68 responsible for maintaining the group e-mail list. All e-mails sent to CSEA members will
69 be done using the "BCC" field or the classified email group.
- 70 c. A copy of such posting or distribution must be delivered to the Superintendent or
71 designee at the same time as posting or distribution; and
- 72 d. The Association will not post or distribute through District mail services (including e-
73 mail) information which is defamatory of the District or its personnel or which is

74 **ARTICLE 3: ASSOCIATION RIGHTS (continued)**

75 disruptive of efficient District operation, subject to the immediate removal by the District.

76 3.3 **New employee orientation and information:**

77 a. The District shall provide CSEA with notice of any newly hired employee, within thirty
78 (30) days of date of hire or by the first pay period of the month following hire, via a
79 secure document.

80 b. New Hires: The District shall provide CSEA with contact information on the new hires.
81 The information will be provided to CSEA electronically via a mutually agreeable secure
82 document. Specific column titles may be in accordance with district data processing
83 nomenclature:

- 84 1. First Name;
- 85 2. Middle initial;
- 86 3. Last name;
- 87 4. Suffix (e.g. Jr., III);
- 88 5. Job Title;
- 89 6. Department;
- 90 7. Worksite;
- 91 8. Work telephone number;
- 92 9. Work Extension;
- 93 10. Home Street address (incl. apartment #);
- 94 11. City;
- 95 12. State;
- 96 13. ZIP Code (5 or 9 digits);
- 97 14. Home telephone number (10 digits, if available);
- 98 15. Personal cellular telephone number (10 digits, if available);
- 99 16. Personal email address of the employee (if available);
- 100 17. Hire date (Base Date);
- 101 18. Employee ID;

102 This information shall be provided to CSEA regardless of whether the newly hired
103 employee was previously employed by the District.

104 Periodic Update of Contact Information: The District shall provide CSEA with a list of
105 all bargaining unit member names and contact information on the last working day of

106 **ARTICLE 3: ASSOCIATION RIGHTS (continued)**

107 September, January, and May. The information will be provided to CSEA electronically
108 via a mutually agreeable secure document. This contact information shall also include
109 the employee information previously mentioned above.

110 c. The district shall provide CSEA mandatory access to its new employee orientations. The
111 Association shall receive not less than ten (10) days' notice in advance of an orientation,
112 except that a shorter notice may be provided in a specific instance where there is an
113 urgent need critical to the District's operations that was not reasonably foreseeable.

114 1. In the event the District conducts a group orientation, CSEA shall have paid release
115 time for up to two (2) CSEA representatives, including the Chapter President or
116 designee, to conduct the orientation session. Said release time shall not be counted
117 against the total release time contained elsewhere in the collective bargaining
118 agreement. The CSEA Labor Relations Representative may also attend the
119 orientation session.

120 d. The District shall include the CSEA membership application and a CSEA provided link
121 for an electronic application, in any employee orientation packet of District materials
122 provided to any newly hired employee. CSEA shall provide the copies of the CSEA
123 membership application to the District for distribution.

124 e. All classified employees new to the District shall be released by their supervisor to attend
125 a mandatory new employee orientation within 30 days of the first day of work, except
126 when to do so would cause undue burden on the District, in which case they may attend
127 within their first 60 days. For purposes of this section, "days" are defined as days during
128 an employee's work calendar year only.

129 Orientations will be offered on a monthly basis. Orientations may be staggered or offered
130 one (1) time per month, as needed. The orientation session shall be held on District
131 property during the workday of the employee(s), who shall be on paid time.

132 f. Savings Clause: If during the life of the Agreement there exists any applicable law, rule,
133 regulation or order issued by governmental authority, other than the District, which shall
134 render invalid or restrain compliance with or enforcement of any provision contained
135 within this Agreement, it shall not invalidate any unaffected remaining portion(s). The
136 remaining portion(s) shall continue in full force and effect. Upon written notification by
137 one of the Parties to the other, any portion of the Agreement that
138 is invalidated in accordance with this Article shall be opened for negotiations within

139 **ARTICLE 3: ASSOCIATION RIGHTS (continued)**

140 thirty (30) days of the invalidation.

141 3.3.1 The District shall provide the President of the Association with a copy of the Board
142 agenda, minutes and supporting documents.

143 3.4 As soon as possible after execution of this Successor Agreement, the District shall:

144 a. Provide a printed hard-copy of the Successor Agreement to all new bargaining unit
145 employees at the time of their hire;

146 b. Provide three (3) printed hard-copies of the Successor Agreement to each school site to
147 be posted in the library, main office, and staff lounge. Printed hard-copies of the
148 Successor Agreement shall also be provided to other district worksites for posting in
149 lounges, offices, workrooms, etc. to allow access by bargaining unit members;

150 c. Provide a printed hard-copy of the Successor Agreement to any bargaining unit member
151 requesting one from the Classified Human Resources Department;

152 d. Provide twenty-five (25) printed hard-copies of the Successor Agreement to the
153 Association; and

154 e. Post an electronic copy of the Successor Agreement on the District website; Any
155 additional Memoranda of Understanding, Side Letters, or any other mutually agreed
156 upon documents during the term of the Successor Agreement shall also be posted on the
157 website.

158 3.5 The District will provide the Association, upon request, with a copy of County, State or Federal
159 employment training contracts, and the preliminary publication and final budget document.

160 3.6 Association Release

161 3.6.1 Government Rode Release

162 Statutory release time is release time permitted by law for a reasonable number of
163 Association officials to conduct statutorily specified Association business as the
164 exclusive representative of the classified bargaining unit. This can include release for
165 negotiations, representation of unit members in their employment relations with the
166 District, representation of unit members in matters that are disciplinary or could lead to
167 discipline, processing of grievances, etc. (California Government Code 3543.1). Where
168 possible, immediate supervisors shall be given reasonable notice of pre-scheduled
169 meetings requiring the presence of the Association official (i.e. negotiations, District
170 committee meetings, etc.). In all cases, before an Association official leaves their

171 **ARTICLE 3: ASSOCIATION RIGHTS (continued)**

172 assigned work duties, they shall provide notification to their immediate supervisor (or
173 designee if unavailable) that they are leaving to attend to matters within the scope of this
174 release time.

175 3.6.2 **Paid Chapter Release Time**

176 The Chapter may purchase up to the full time equivalent of fifteen (15) days of release
177 time per contract year for the Association President, or Union Steward, or designee. The
178 Association will pay the cost of a substitute or its equivalent plus fixed costs, excluding
179 health and welfare benefits, regardless of whether or not a substitute is used by the
180 District.

181 3.6.3 **Paid Association Leave and Release**

182 The State Association may request Paid Association Leave from the District for a
183 reasonable number of Chapter unit members it designates to perform organizational
184 activities of the Association. The State Association shall provide reasonable notification
185 to the District for this Paid Association Leave and shall reimburse the District for all
186 compensation paid the employee on account of the leave. (California Education Code
187 45210).

188 3.6.4 **Chapter Business Release**

189 Commencing on July 1 of each year, the district shall credit the Chapter with one hundred
190 twenty (120) hours of district-paid Chapter Release time to be used for Chapter Business.
191 These hours shall not accrue beyond June 30 of each year. Release hours shall be used
192 at the discretion of the Chapter as authorized by the Chapter President (or designee) for
193 purposes of Association events, training, or official Chapter business. Requests for use
194 of this release time shall be made to the Assistant Superintendent of Human Resources
195 no less than twenty-four (24) hours prior to the release commencing and shall not be
196 unduly denied. At the same time, a copy of the request shall also be provided to the
197 immediate supervisor of any unit member using this release time.

198 3.6.5 **Annual Association Conference Release**

199 The District shall grant up to five (5) days of paid release time for up to five (5) delegates
200 to attend the Association's annual conference. Paid release time will only be paid to
201 delegates if they are assigned to District work during the time of the conference.
202

203 **ARTICLE 3: ASSOCIATION RIGHTS (continued)**

Types of Association Release		
Title	Reason	Statue
Government Code Release	Negotiations, representation of unit members in their employment relations with the District, representation of unit members in matters that are disciplinary or could lead to discipline, processing of grievance.	California Government Code 3513.1 Article 3.6.1
Paid Chapter Release Time	The Chapter purchases up to fifteen (15) days of release time per year for the Chapter President, or Union Steward, or designee.	CSEA- LUSD Collective Bargaining Agreement Article 3.6.2
Paid Association Leave and Release	The State Association requests Paid Association Leave for a reasonable number of Chapter unit members to perform Association activities.	California Education Code 45210 Article 3.6.3
Chapter Business Release	LUSD credits the Chapter with one hundred twenty (120) hours of district-paid Chapter Release time to be used for Chapter/Association Business.	CSEA - LUSD Collective Bargaining Agreement Article 3.6.4
Annual Association Conference Release	LUSD grants up to five (5) days of paid release time for up to four (4) delegates to attend the Association's annual conference.	CSEA - LUSD Collective Bargaining Agreement Article 3.6.5

204

205 3.7 Where not covered under any of the release provisions found in Article 3.6, the work hours for
206 Association/Chapter officials may be adjusted to allow for Association/Chapter activities.

207 Adjustment of work hours shall be mutually agreed upon by the employee and the supervisor.

208 3.8 The District has the right to cancel release time for an Association/Chapter official by exercising
209 District rights under Article 2.1 unless the release time/leave is authorized under California
210 Government Code 3543.1 and/or California Education Code 45210. The District shall notify the
211 involved Association/Chapter official of the cancellation as soon as the need to cancel is known.

212 The cancellation of release time under this section shall be cause to reschedule the meeting/event
213 for which said release time has been granted.

214 3.9 In the event that release time for an Association/Chapter official creates a hardship in a specific
215 department, the supervisor of that department shall notify the Chapter Executive Board.

216 3.10 The District shall not allow any person authorized to invoke disciplinary action against any

217 **ARTICLE 3: ASSOCIATION RIGHTS (continued)**

218 bargaining unit member either in his/her individual capacity or as a member of any board, to
219 invoke or attempt to invoke disciplinary action against any such bargaining unit member or to
220 discriminate against such bargaining unit member in the terms, conditions and privileges of
221 employment solely because of the bargaining unit member's appearance before the governing
222 board of the school district, the county board of education, legislative committees, or any other
223 duly constituted governmental board, commission or council, whether such appearance was
224 undertaken voluntarily or otherwise (California Education Code Section 44040).

225 3.11 Chapter Meetings

226 A bargaining unit member may be granted time to participate in CSEA Chapter meetings during
227 his/her regular working hours. The bargaining unit member shall request time twenty-four (24)
228 hours in advance from their supervisor to attend the meeting. If denied, the supervisor shall provide
229 a reason for denial to the employee. With approval of the supervisor, the bargaining unit member
230 shall make up any missed time on the same day it is missed. This section of Article 3 applies to
231 monthly CSEA Chapter meetings scheduled after 5:00 p.m.

232 3.12 California School Employees Week (CSEW)

233 Annually during the third full week of May, the California Legislature recognizes the value of
234 classified school employees to the education of children. In recognition of this event and the service
235 of the bargaining unit members, the District shall annually credit the Association with five thousand
236 dollars (\$5,000) to be used by the Association/Chapter for actual and necessary expenses related to
237 an annual event honoring classified school employees. Any balance shall not accrue beyond June
238 30 of each year.

239 **ARTICLE 4: ORGANIZATIONAL SECURITY**

240 4.1 **CSEA Members**

241 4.1.1 The District shall comply with the terms of CSEA’s written authorization form for payroll
242 deductions. Employee requests to cancel or change authorizations for payroll deductions
243 shall be directed to CSEA rather than to the district.

244 4.1.2 CSEA shall be responsible for processing these requests. The District shall rely on the
245 information provided by CSEA to cancel or change authorizations.

246 4.1.3 CSEA shall indemnify the District for any claims made by the employee for deductions
247 made in reliance on that information.

248 4.1.4 CSEA certifies that it has and will maintain individual employee authorizations and shall
249 not be required to submit to the District a copy of the employee's written authorization in
250 order for the payroll deductions described in this section to be effective, unless a dispute
251 arises about the existence or terms of the written authorization.

252 4.1.5 CSEA shall notify the District of new members and any member drops.

253 4.1.6 The employer shall not be obligated to put into effect any new or changed deductions until
254 the next pay period commencing thirty (30) days or more after such submission.

255 4.2 The District shall not produce employee information in response to a public records request that is
256 exempt from production pursuant to GC 6254.3, which includes an employee's personal address or
257 personal phone number (land line or cellular).

258 4.2.1 In addition to the privacy requirements of GC 6254.3, the District shall not produce an
259 employee's social security number or status as a union member.

260 4.2.2 The District agrees that they shall inform CSEA of any public records request for
261 employee/unit member work emails within 48 hours of receiving the request.

262

263 **ARTICLE 5: GRIEVANCES**

264 5.1 **Definitions**

265 5.1.1 An "Interest-Based Approach" is defined as a collaborative problem solving methodology
266 based on mutual respect and high regard among the parties. This approach may be used at
267 Level I and Level II and shall be used at Level III.

268 5.1.2 A "grievance" is an allegation by a unity member of members and/or the Association that
269 they have been personally and adversely affected by a violation or violations of specific
270 provision(s) of this Agreement. Actions to challenge or change the policies of the District
271 as set forth in the rules and regulations or administrative regulations and procedures must
272 be undertaken under separate legal processes. Matters for which a specific method of
273 review is provided by law, by the rules and regulations of the Board of Education, or by
274 the administrative regulations and procedures of this school district are not within the scope
275 of this procedure.

276 5.1.3 A "group grievance" involves more than one (1) unit member, and involves similar claims,
277 facts, and times. If the District determines that a grievance involves more than one (1) unit
278 member, and involves similar claims, facts, and times, the District may administer such
279 grievances as a group grievance.

280 5.1.4 A "day" is a day in which the Education Center of the District is open for business to the
281 public.

282 5.1.5 The "immediate supervisor" is the lowest level management staff person having immediate
283 jurisdiction over the grievant who has been designated by the District to adjust grievances.

284 5.1.6 The "appropriate administrator" is a District administrator or the Superintendent who has
285 jurisdiction over the area where the grievance originated. Grievant may seek direction from
286 the Assistant Superintendent, Human Resources regarding the appropriate administrator
287 for any particular grievance.

288 5.1.7 A "grievant" is either an individual member, group of unit members filing a group
289 grievance, or the Association on behalf of unit members.

290 5.2 **The following are the steps for grievances:**

291 Before filing a formal grievance, an employee is strongly encouraged, but not required, to attempt
292 to resolve the concern informally with the employee's immediate supervisor or appropriate
293 administrator. The employee shall have the right to have an Association representative present.

294 5.2.1 **Level I – Immediate Supervisor or Appropriate Administrator**

295 5.2.1.1 A grievant shall file a Level I grievance by submitting the completed Grievance
296 Form (Appendix C1) to the immediate supervisor or appropriate administrator and
297 to the Association within thirty (30) days after the grievant knows or should have
298 known of the act or condition which the grievance is based.

299 5.2.1.2 Any Level I grievance not filed within said thirty (30) day period is automatically
300 waived. The thirty (30) day period can be extended by mutual consent between the
301 grievant and the immediate supervisor or appropriate administrator.

302 **ARTICLE 5: GRIEVANCES (continued)**

303 5.2.1.3 A conference with the supervisor/administrator and the grievant shall be held
304 within five (5) days of being requested, unless extended by mutual agreement. The
305 grievant shall have the right to have an Association representative at the
306 conference.

307 5.2.1.4 The supervisor/administrator shall respond in writing to the grievant, to the
308 Association, and to the Assistant Superintendent of Human Resources within ten
309 (10) days of the informal conference. If the supervisor/administrator fails to
310 respond in writing within ten (10) days, or if the proposed resolution is not
311 acceptable to the grievant, the grievant may appeal to Level II.

312 5.2.2 Level II – Human Resources

313 5.2.2.1 The grievant shall file a Level II grievance by submitting the completed Grievance
314 Form (Appendix C2) to the Office of the Assistant Superintendent of Human Resources
315 and to the Association within ten (10) days of the Level I decision deadline (see 5.2.1.4
316 above) or the receipt of the Level I decision, whichever is earlier.

317 5.2.2.2 Any Level II grievance not filed within said ten (10) day period is automatically
318 waived. The ten (10) day period can be extended by mutual consent between the
319 grievant and the Assistant Superintendent of Human Resources.

320 5.2.2.3 A Level II grievance shall be adjudicated by the Assistant Superintendent of
321 Human Resources.

322 5.2.2.4 The Level II meeting shall be held within twenty (20) days of receipt of the written
323 grievance. The twenty (20) day period can be extended by mutual consent.

324 5.2.2.5 The Assistant Superintendent of Human Resources shall respond in writing to the
325 grievant and to the Association within ten (10) days after the Level II meeting. If
326 the Assistant Superintendent of Human Resources fails to respond in writing
327 within the ten (10) day period, or if the proposed resolution is not acceptable, the
328 grievant may appeal to Level III.

329 5.2.3 Level III – Interest-based Approach

330 At Level III, the Interest-based approach to grievance resolution employs a structured
331 approach based on the principles of Interest Based Bargaining.

332 5.2.3.1 The Association may move the grievance to Level III by written notice to the
333 District (Assistant Superintendent, Human Resources). Any Level III grievance
334 not filed within the ten (10) day period after the formal written grievance decision
335 deadline is automatically waived. The ten (10) day period can be extended by
336 mutual consent.

337 **ARTICLE 5: GRIEVANCES (continued)**

338 5.2.3.2 The Level III meeting shall be held within thirty (30) days of receipt of the written
339 grievance. The thirty (30) day period can be extended by mutual consent. The
340 Assistant Superintendent of Human Resources must respond in writing within ten
341 (10) days of the Level III meeting. If the Assistant Superintendent of Human
342 Resources fails to respond in writing within ten (10) days, or if the proposed
343 resolution is not acceptable, the grievant may appeal to the next level.

344 5.2.3.4 Mandatory ground rules which have been mutually agreed upon by the Association
345 and the District shall be followed.

346 5.2.3.5 Once the first meeting with the neutral facilitator has occurred, the timelines shall
347 be flexible and mutually agreed upon.

348 5.2.3.6 Mutually acceptable resolutions to the grievance shall be reduced to writing and
349 the Settlement Agreement signed by the District and Association within ten (10)
350 days of reaching resolution.

351 5.2.3.7 Violation of ground rules or failure to follow through with a mutually acceptable
352 resolution is cause for moving the grievance to the next level.

353 5.2.4 Level IV – Advisory Arbitration

354 5.2.4.1 The Association may move the grievance to Level IV by written notice to the
355 District (Assistant Superintendent, Human Resources). A grievant(s) shall not
356 have any independent authority to move the grievance to Level IV. The
357 Association may move to Level IV at any time they feel a mutually acceptable
358 resolution cannot be reached via the interest based grievance resolution process
359 outlined in Article 5.2.3. Interest based approach records from Level III shall be
360 included with the Level IV grievance in the form of a mutually agreed upon current
361 technological format for charting as provided by the District.

362 5.2.4.2 The Level IV grievance shall be heard by a neutral hearing officer with the
363 arbitration hearing to be held as soon as is practicable for the hearing officer to
364 hear the matter.

365 5.2.4.3 The advisory arbitration proceeding shall be conducted by a hearing officer to be
366 selected by the Association and the District. If the two parties fail to reach
367 agreement on a hearing officer within a ten (10) day period, the California State
368 Conciliation Service (or similar agency) will be requested by the District to submit
369 a list of seven (7) names to the parties. Each party will alternatively strike from the
370 list until only one (1) name remains. The first party to strike a name on the list will
371 be determined by lot.

372 5.2.4.4 The hearing officer shall hold a hearing at the earliest possible time. At least five
373 (5) days notice will be given to all parties of the time and place of the hearing. The
374 jurisdiction of the hearing officer shall be confined to a determination of the facts
375 and the interpretation of the provisions of this Agreement. The hearing officer will
376 have no power to add to, subtract from, or modify the terms of this

377 **ARTICLE 5: GRIEVANCES (continued)**

378 Agreement or the written policies, rules, regulations, and procedures of the
379 District. Witnesses will be assured that their testimony is confidential. The District
380 shall make available any and all witnesses necessary for the arbitration and the
381 hearing shall be conducted during normal business days.

382 5.2.4.5 As soon as possible after the conclusion of the hearing, the hearing officer shall
383 render an advisory written decision to the parties. The hearing officer shall be
384 empowered to recommend any award reimbursement for financial loss of wages
385 and/or fringe benefits and/or non-financial remedies as judged to be proper.

386 5.2.4.6 The fees and expenses of the hearing officer shall be shared equally by the District
387 and the Association. All other expenses shall be borne by the party incurring them.

388 5.2.4.7 Following issuance of the arbitrator's decision, the Governing Board shall accept,
389 reject, or modify the arbitrator's decision within 30 days or following its next
390 regular meeting if no regular meeting is scheduled within the 30 days. The
391 Governing Board may consider the arbitrator's written decision and the record of
392 the arbitration hearing.

393 5.2.4.7.1 Both the District and CSEA shall each have the opportunity to make a
394 brief statement of ten minutes or less to the Board prior to the deliberation of the
395 Board pursuant to applicable law. The Board may, at its discretion, take additional
396 evidence. Any additional procedures to implement this step shall be established by
397 the Board.

398 5.2.4.7.2 The Board retains the right to deliberate in private pursuant to applicable
399 by law. If the Board rejects or modifies the arbitrator's decision, the Board will
400 provide CSEA with a statement of the reasons for rejecting or modifying the
401 decision.

402 5.2.4.7.3 The Board of Education's decision shall be final and binding upon the
403 Parties.

404 5.3 **Miscellaneous Provisions**

405 5.3.1 All parties agree to adhere to timelines and deadlines established herein and to
406 attend meetings scheduled by mutual agreement to discuss or hear the grievance.
407 Failure by the grievant or Association to comply with timelines and deadlines
408 established herein shall be deemed a termination of the grievance. Failure by the
409 District to comply with timelines and deadlines established herein shall cause the
410 grievance to move to the next level.

411 5.3.2 If requested by the District or the Association, an individual grievant or a unit
412 member associated with the grievance must be made available and be present at
413 any specified step of the grievance process.

414 **ARTICLE 5: GRIEVANCES (continued)**

415 5.3.3 The Assistant Superintendent, Human Resources, shall monitor and facilitate the
416 processing of grievances. At Level III, record keeping shall use the interest-based process
417 but shall not preclude the maintenance of individual notes, documents, etc. that are
418 necessary for the grievance.

419 5.3.4 The written grievance form shall be mutually agreed upon by the District and the
420 Association and shall be available at work sites, and included in this Agreement as
421 Appendix C, and the Human Resources Office.

422 5.3.5 All materials concerning a grievance shall be kept in a file separate from the grievant's
423 personnel file. The grievance file shall only be available for inspection by the grievant, the
424 Association (in accordance with their role as the exclusive representative), and the
425 superintendent and those management, supervisory, or confidential employees directly
426 involved with the grievance or the processing thereof. The grievance file and all related
427 materials shall be made available in connection with legal proceedings.

428 5.3.6 By September 30 of each year, the Association shall notify the District of its assigned union
429 stewards and officers who are authorized to paid release time to represent unit members
430 and to investigate and process grievances. Association representatives for the purpose of
431 these grievance procedures shall be the designated union steward, chapter officer, and/or
432 Association staff.

433 5.3.7 Twenty-four (24) hours prior to the release from duties for grievance investigation and
434 processing, the designated District employed Association representative shall inform their
435 immediate supervisor, in order that adequate coverage or a substitute may be arranged.

436 5.3.8 All stakeholders shall be directly involved in the grievance process beginning at Level III.
437 Stakeholders include the grievant, immediate supervisor, facilitator, Association
438 representative and District administrator.

439 5.3.9 If a group grievance involves the same grievable issues and the same or similar facts, and
440 the unity members have different immediate supervisors, the grievance may be filed at
441 Level II.

442 **ARTICLE 5: GRIEVANCES (continued)**

443 5.3.10 If a grievance involves an alleged District-wide misinterpretation of this Agreement, the
444 grievance may be filed by the Association at Level II.

445 5.3.11 In the case where the grievant is physically unable to file said grievance, the grievance may
446 be filed with the District by the Association or an individual selected by the unit member
447 to file said grievance.

448 5.3.12 An individual grievant may present a grievance to the District and proceed thru Level II
449 without the participation of the Association if they so choose. No level I or II grievance
450 outcome shall be precedent-setting unless mutually agreed between the District and the
451 Association. No grievance filed by an individual member shall proceed to Level II or Level
452 IV without the approval of the Association, nor shall any settlement of an individual
453 grievance shall be implemented without prior approval of the Association.

454 **ARTICLE 6: COMPENSATION AND BENEFITS**

455 A. For the 2022-2023 and 2023-2024 Fiscal Years:

456 Commencing July 1, 2022 all bargaining unit members actively employed on the date of ratification
457 by CSEA and the District Board of Education, shall receive a three percent (3%) increase to
458 compensation in the bargaining unit salary schedule (Appendix A.1) and Longevity Schedule
459 (Appendix A.2) based on the 2021-2022 schedules. This increase shall also apply to all
460 compensation stipends, differentials, professional growth, etc. Additionally, commencing July 1,
461 2023 the bargaining unit salary schedule (Appendix A.1) and Longevity Schedule (Appendix A.2)
462 compensation shall be increased an additional six and one half percent (6.5%) based on the 2022-
463 2023 schedules. This increase shall also apply to all compensation stipends, differentials,
464 professional growth, etc.

465 As part of this multi-year salary agreement, CSEA and the District agree to bypass reopening
466 Article 6: Compensation and Benefits for the 2023-2024 school year. Pursuant to Article 23.2,
467 CSEA and the District shall each have the option to reopen two (2) articles that do not include
468 Article 6: Compensation and Benefits for the 2023-2024 school year.

469 B. It is agreed that for the life of this Successor Agreement, the Association bargaining unit shall not
470 receive less than any pro rata share of any increase in total compensation (benefits and
471 compensation) received by any other employee unit.

472 C. It is agreed that for the life of this Successor Agreement, the Association bargaining unit shall not
473 receive less than any pro rata share of any increase in total compensation (benefits and
474 compensation) received by any other employee unit.

475 6.1 Unit members will be paid according to the Salary Schedule (Appendix A.1) and Longevity
476 Schedule (Appendix A.2).

477 6.1.1 If an employee is hired from the first (1st) through the fifteenth (15th) of the month, their
478 anniversary date will be the first (1st) of that month. If an employee is hired from the sixteenth
479 (16th) through the thirty-first (31st) of the month, their anniversary date will be the first (1st) of the
480 following month.

481 6.1.2 All employees have the option to choose level pay on an annual basis.

482 6.2 Healthcare Premium

483 The District will provide for each full-time unit member enrolled in a District provided medical

484 **ARTICLE 6: COMPENSATION AND BENEFITS (continued)**

485 plan, a contribution equivalent to the highest paid plan or \$9,636 per year, whichever is
486 higher, to be applied to the medical and dental premiums. Enrollment in one of the District
487 medical plans is mandatory for full-time employees. A full-time employee who does not enroll in
488 a medical plan will automatically be enrolled in the least expensive base medical plan. A less than
489 full-time unit member working four (4) hours or more per day may enroll in a District provided
490 medical plan. If the unit member selects a medical plan, the District will apply a prorated
491 contribution as per the Benefits Proration Chart based on the highest plan, or \$9,636 per year,
492 whichever is higher, to the cost of the selected medical plan. If the unit member does not select a
493 medical plan, the unit member will receive a prorated contribution, as per the Benefits Proration
494 Chart, of \$3,936 per year, to be applied to the cost of dental and/or other District offered benefits.
495 A part-time employee working less than four (4) hours per day is not eligible to participate in the
496 District medical plan, in accordance with the Self-Insured Schools of California (SISC)
497 guidelines. These unit members will receive a prorated contribution, as per the Benefits Proration
498 Chart, of \$3,936 per year, to be applied to the cost of dental and/or other District offered benefits.
499 The benefits provided in this article shall be prorated in the same manner as all other benefits
500 enumerated in Education Code 45136.

BENEFITS PRORATION CHART

Regular Hours Per Day	Percentage of Annual Amount
8	100
7 3/4	96.875
7 1/2	93.75
7 1/4	90.625
7	87.5
6 3/4	84.375
6 1/2	81.25
6 1/4	78.125
6	75
5 3/4	71.875
5 1/2	68.75
5 1/4	65.625
5	62.5
4 3/4	59.375
4 1/2	56.25
4 1/4	53.125
4	50
3 3/4	46.875
3 1/2	43.75
3 1/4	40.625
3	37.5
2 3/4	34.375
2 1/2	31.25
2 1/4	28.125
2	25
1 3/4	21.875
1 1/2	18.75
1 1/4	15.625
1	12.5

503 **ARTICLE 6: COMPENSATION AND BENEFITS (continued)**

504 6.2.1 Effective July 1, 2010 (plan coverage starts October 1, 2010), all bargaining unit members
505 shall receive fully paid and ongoing family vision coverage.

506 6.3 Employees hired prior to July 1, 1994 and, as of June 2006, not enrolled in a District medical plan
507 and taking the cash-in-lieu of benefit, are exempt from mandatory enrollment. These employees
508 are entitled to cash-in-lieu of benefits in the amount of \$3,936 per year, prorated according to the
509 Benefits Proration Chart.

510 6.4 Longevity Plan

511 Unit members shall be eligible for longevity pay after completion of the following consecutive
512 years of service in the District: 10, 15, 20, 25, 30, and 33 (see Appendix A.2, Longevity Schedule).
513 This benefit shall be paid in accordance with the number of months and regular hours worked.

514 6.5 Retirement Incentive Program

515 a. Classified employees with ten (10) or more consecutive years of employment in the
516 Lompoc Unified School District who have attained the age of fifty-five (55) and not yet
517 fifty-nine (59) are eligible to participate in this early retirement program. However, the
518 maximum number of classified Bargaining Unit employee participants, who can participate
519 during any one (1) fiscal year, must result in a net zero cost or cost savings to the District.
520 Eligible employees will be selected on a first-come-first-serve basis except employees
521 fifty-eight (58) years of age will be given priority during this window period.

522 b. Notwithstanding Section a. above, the District shall conduct a feasibility study at least
523 every three (3) years, commencing in 2018-19, and also in every year a retirement incentive
524 is offered to the Certificated Bargaining Unit. The purpose of the study is to determine
525 whether or not a one-time exception shall be made to the age constraints, and if making
526 this exception would result in cost neutrality or cost savings to the District. In the event
527 that the results of the study indicate either cost neutrality or cost savings to the District, the
528 exception shall be made. In a year when the exception is made, employees who meet all
529 other requirements of Section a. above, retiring in that fiscal year, will be eligible for the
530 incentive.

531 c. Applicants not able to participate due to exceeding the quota will be first (1st) on the list
532 for the next year.

533 **ARTICLE 6: COMPENSATION AND BENEFITS (continued)**

- 534 d. Notice of intention to retire shall be given no less than forty-five (45) calendar days before
535 the employee's date of retirement.
- 536 e. All tax obligations are the responsibility of the participant.
- 537 f. Eligible employees working less than full time shall receive a pro rata amount based on the
538 number of hours and months regularly worked.
- 539 g. At the time of retirement, the participant shall select a beneficiary. In the event of the death
540 of the participant, the District shall pay to the beneficiary the remainder of the participant's
541 benefits according to the plan selected.

542 **PLAN A – One Time Payment**

543 Within thirty (30) days following the effective date of retirement, or in January of the following year, the
544 one (1) time stipend will be granted. The participant shall choose from these two (2) payment options. The
545 formula for the determination of the stipend at the range of the retiring employee is as follows:

- 546 (36 Months) x (Step 5 + longevity) x 1.20694 [Fixed Costs] MINUS
- 547 (12 Months) x (Step 2 + Step 3 + Step 4) x 1.20694 [Fixed Costs] TIMES
- 548 95% [Due to Lost Interest Revenue] TIMES
- 549 82% [Due to Restricted Fund Payroll, Excluding Transportation]

550 Application of the following tables are for full time employees (FTE); twelve (12) months, eight (8) hours.
551 The benefit shall be paid in accordance with the number of months and regular hours worked at the time of
552 retirement and pro-rated for less than FTE.

553 **ARTICLE 6: COMPENSATION AND BENEFITS (continued)**

LONGEVITY						
Range	10 year	15 year	20 year	25 year	30 year	33 year
20	\$12,422.39	\$14,796.21	\$17,170.03	\$20,730.77	\$23,698.05	\$27,258.79
21	\$13,572.49	\$16,004.43	\$18,436.36	\$22,084.27	\$25,124.19	\$28,772.09
22	\$14,653.60	\$17,146.55	\$19,639.50	\$23,378.93	\$26,495.12	\$30,234.54
23	\$15,072.48	\$17,629.35	\$20,186.22	\$24,021.53	\$27,217.63	\$31,052.94
24	\$15,394.51	\$18,015.30	\$20,636.10	\$24,567.29	\$27,843.29	\$31,774.48
25	\$15,740.75	\$18,425.47	\$21,110.19	\$25,137.26	\$28,493.16	\$32,520.23
26	\$16,165.08	\$18,918.08	\$21,671.08	\$25,800.57	\$29,241.82	\$33,371.31
27	\$16,614.53	\$19,436.54	\$22,258.54	\$26,491.54	\$30,019.05	\$34,252.05
28	\$16,930.81	\$19,821.82	\$22,712.83	\$27,049.35	\$30,663.11	\$34,999.63
29	\$17,471.36	\$20,436.46	\$23,401.57	\$27,849.22	\$31,555.59	\$36,003.25
30	\$17,827.59	\$20,864.61	\$23,901.62	\$28,457.14	\$32,253.41	\$36,808.93
31	\$18,187.46	\$21,299.29	\$24,411.12	\$29,078.87	\$32,968.65	\$37,636.40
32	\$18,698.04	\$21,889.05	\$25,080.06	\$29,866.57	\$33,855.33	\$38,641.84
33	\$19,270.98	\$22,542.62	\$25,814.25	\$30,721.70	\$34,811.25	\$39,718.70
34	\$19,649.31	\$23,000.84	\$26,352.38	\$31,379.69	\$35,569.11	\$40,596.42
35	\$20,103.90	\$23,538.25	\$26,972.59	\$32,124.11	\$36,417.04	\$41,568.56
36	\$20,673.81	\$24,196.05	\$27,718.29	\$33,001.64	\$37,404.44	\$42,687.80
37	\$21,231.61	\$24,841.74	\$28,451.87	\$33,867.07	\$38,379.73	\$43,794.93
38	\$21,693.47	\$25,392.22	\$29,090.97	\$34,639.10	\$39,262.53	\$44,810.66
39	\$22,345.10	\$26,139.01	\$29,932.91	\$35,623.77	\$40,366.15	\$46,057.01
40	\$22,849.63	\$26,737.24	\$30,624.85	\$36,456.27	\$41,315.78	\$47,147.19
41	\$23,456.47	\$27,442.14	\$31,427.81	\$37,406.32	\$42,388.41	\$48,366.92
42	\$24,053.01	\$28,138.20	\$32,223.38	\$38,351.16	\$43,457.65	\$49,585.43
43	\$24,602.94	\$28,789.10	\$32,975.25	\$39,254.48	\$44,487.17	\$50,766.41
44	\$25,219.77	\$29,511.97	\$33,804.18	\$40,242.49	\$45,607.74	\$52,046.05
45	\$25,774.24	\$30,171.04	\$34,567.85	\$41,163.06	\$46,659.06	\$53,254.27
46	\$26,496.08	\$31,005.48	\$35,514.87	\$42,278.97	\$47,915.71	\$54,679.80
47	\$27,143.47	\$31,764.01	\$36,384.54	\$43,315.34	\$49,091.00	\$56,021.80
48	\$27,784.21	\$32,520.23	\$37,256.26	\$44,360.30	\$50,280.33	\$57,384.37
49	\$28,537.53	\$33,391.95	\$38,246.38	\$45,528.02	\$51,596.06	\$58,877.70
50	\$29,121.36	\$34,094.19	\$39,067.01	\$46,526.26	\$52,742.29	\$60,201.53
51	\$29,945.20	\$35,044.42	\$40,143.64	\$47,792.47	\$54,166.49	\$61,815.32
52	\$30,723.34	\$35,951.13	\$41,178.92	\$49,020.60	\$55,555.34	\$63,397.02
53	\$31,440.04	\$36,795.67	\$42,151.30	\$50,184.75	\$56,879.29	\$64,912.74
54	\$32,251.47	\$37,742.94	\$43,234.40	\$51,471.60	\$58,335.94	\$66,573.14
55	\$33,025.68	\$38,652.25	\$44,278.82	\$52,718.68	\$59,751.90	\$68,191.76
56	\$33,858.29	\$39,627.97	\$45,397.64	\$54,052.14	\$61,264.23	\$69,918.74
57	\$34,713.31	\$40,624.63	\$46,535.94	\$55,402.92	\$62,792.06	\$71,659.04

554 **This chart will be updated and the numbers accordingly revised upon any changes negotiated to the**
 555 **salary schedules in Appendix A.1 and A.2.**

556 **ARTICLE 6: COMPENSATION AND BENEFITS (continued)**

557 PLAN B – Three Equal Payments, one (1) each year for three (3) years

558 Within thirty (30) days following the effective date of retirement, or in January of the following year, the
559 first of three (3) equal payments, and annually for the next two (2) years will be granted. The participant
560 shall choose from these two (2) payment options. The formula for the determination of the stipend at the
561 range of the retiring employee is as follows:

562 (36 Months) x (Step 5 + Longevity) x 1.29508 [Fixed Costs] MINUS

563 (12 Months) x (Step 2 + Step 3 + Step 4) x 1.29508 [Fixed Costs] TIMES

564 82% [Due to Restricted Fund Payroll, Excluding Transportation]

565 Application of the following tables are for full time employees (FTE); twelve (12) months, eight (8) hours.
566 616 The benefit shall be paid in accordance with the number of months and regular hours worked at the
567 time of 617 retirement and pro-rated for less than FTE.

568 **ARTICLE 6: COMPENSATION AND BENEFITS (continued)**

LONGEVITY						
Range	10 year	15 year	20 year	25 year	30 year	33 year
20	\$13,076.19	\$15,574.96	\$18,073.72	\$21,821.86	\$24,945.32	\$28,693.46
21	\$14,286.84	\$16,846.77	\$19,406.70	\$23,246.60	\$26,446.51	\$30,286.41
22	\$15,424.84	\$18,049.00	\$20,673.16	\$24,609.40	\$27,889.60	\$31,825.83
23	\$15,865.77	\$18,557.21	\$21,248.66	\$25,285.83	\$28,650.13	\$32,687.30
24	\$16,204.75	\$18,963.48	\$21,722.21	\$25,860.31	\$29,308.72	\$33,446.82
25	\$16,569.21	\$19,395.23	\$22,221.25	\$26,460.27	\$29,992.80	\$34,231.82
26	\$17,015.87	\$19,913.77	\$22,811.66	\$27,158.50	\$30,780.86	\$35,127.70
27	\$17,488.98	\$20,459.51	\$23,430.04	\$27,885.84	\$31,599.00	\$36,054.79
28	\$17,821.91	\$20,865.08	\$23,908.24	\$28,473.00	\$32,276.96	\$36,841.71
29	\$18,390.91	\$21,512.07	\$24,633.23	\$29,314.97	\$33,216.41	\$37,898.15
30	\$18,765.89	\$21,962.74	\$25,159.60	\$29,954.88	\$33,950.96	\$38,746.24
31	\$19,144.69	\$22,420.30	\$25,695.91	\$30,609.33	\$34,703.85	\$39,617.26
32	\$19,682.15	\$23,041.11	\$26,400.06	\$31,438.49	\$35,637.19	\$40,675.62
33	\$20,285.24	\$23,729.07	\$27,172.90	\$32,338.64	\$36,643.42	\$41,809.16
34	\$20,683.48	\$24,211.41	\$27,739.35	\$33,031.25	\$37,441.17	\$42,733.07
35	\$21,162.00	\$24,777.10	\$28,392.20	\$33,814.85	\$38,333.73	\$43,756.38
36	\$21,761.91	\$25,469.52	\$29,177.14	\$34,738.57	\$39,373.10	\$44,934.53
37	\$22,349.07	\$26,149.20	\$29,949.34	\$35,649.55	\$40,399.72	\$46,099.93
38	\$22,835.23	\$26,728.65	\$30,622.08	\$36,462.21	\$41,328.98	\$47,169.11
39	\$23,521.16	\$27,514.74	\$31,508.33	\$37,498.71	\$42,490.69	\$48,481.07
40	\$24,052.25	\$28,144.47	\$32,236.69	\$38,375.02	\$43,490.29	\$49,628.63
41	\$24,691.02	\$28,886.46	\$33,081.91	\$39,375.07	\$44,619.38	\$50,912.54
42	\$25,318.96	\$29,619.16	\$33,919.35	\$40,369.65	\$45,744.89	\$52,195.18
43	\$25,897.84	\$30,304.31	\$34,710.79	\$41,320.51	\$46,828.61	\$53,438.32
44	\$26,547.12	\$31,065.23	\$35,583.35	\$42,360.51	\$48,008.15	\$54,785.32
45	\$27,130.78	\$31,758.99	\$36,387.21	\$43,329.53	\$49,114.80	\$56,057.13
46	\$27,890.61	\$32,637.35	\$37,384.08	\$44,504.17	\$50,437.59	\$57,557.69
47	\$28,572.08	\$33,435.80	\$38,299.51	\$45,595.09	\$51,674.74	\$58,970.31
48	\$29,246.53	\$34,231.82	\$39,217.12	\$46,695.05	\$52,926.67	\$60,404.60
49	\$30,039.50	\$35,149.43	\$40,259.35	\$47,924.23	\$54,311.64	\$61,976.52
50	\$30,654.06	\$35,888.62	\$41,123.17	\$48,975.01	\$55,518.20	\$63,370.04
51	\$31,521.26	\$36,888.86	\$42,256.46	\$50,307.86	\$57,017.36	\$65,068.76
52	\$32,340.36	\$37,843.29	\$43,346.23	\$51,600.63	\$58,479.30	\$66,733.71
53	\$33,094.78	\$38,732.29	\$44,369.79	\$52,826.06	\$59,872.94	\$68,329.20
54	\$33,948.92	\$39,729.41	\$45,509.90	\$54,180.64	\$61,406.25	\$70,076.99
55	\$34,763.87	\$40,686.58	\$46,609.29	\$55,493.35	\$62,896.74	\$71,780.80
56	\$35,640.31	\$41,713.65	\$47,786.99	\$56,896.99	\$64,488.67	\$73,598.68
57	\$36,540.32	\$42,762.76	\$48,985.20	\$58,318.86	\$66,096.91	\$75,430.57

569 **This chart will be updated and the numbers accordingly revised upon any changes negotiated to the**
 570 **salary schedules in Appendix A.1 and A.2.**

571 **ARTICLE 6: COMPENSATION AND BENEFITS (continued)**

572 6.6 The District will pay the cost of the following professional licenses and certificates when required
573 by the District.

- 574 ● Bus Driver’s License for Vehicle & Equipment Mechanic
- 575 ● Back Flow Device Certificate
- 576 ● Pesticide/Herbicide Certificate
- 577 ● Bus Driver California Special Driver's Certificate
- 578 ● Safe Serve Certificate (Food Services)
- 579 ● CPR/First Aid Certificate

580 6.7 **Definition of Domestic Partnership**

- 581 a. Neither person is married to someone else or is a member of another domestic partnership
- 582 with someone else that has not been terminated, dissolved, or adjudged a nullity.
- 583 b. The two persons are not related by blood in a way that would prevent them from being
- 584 married to each other in this state.
- 585 c. Both persons are at least 18 years of age, OR if one or both persons are under 18 years of
- 586 age, a certified copy of the court order(s) granting permission to the underage person(s) to
- 587 establish a domestic partnership is attached.
- 588 d. Both persons are members of the same sex, or one or both of the persons is over 62 years
- 589 of age and one or both meet the United States Code, title 42, section 402(a) for old-age
- 590 insurance benefits or Title XVI of the Social Security Act as defined in United States Code,
- 591 title 42, section 1381 for aged individuals.
- 592 e. Both persons are capable of consenting to the domestic partnership.
- 593 f. Both persons consent to the jurisdiction of the Superior Courts of California for the purpose
- 594 of a proceeding to obtain a judgment of dissolution or nullity of the domestic partnership
- 595 or for legal separation of partners in the domestic partnership, or for any other proceeding
- 596 related to the partners' rights and obligations, even if one or both partners ceases to be a
- 597 resident of, or to maintain a domicile in, this state. The employee must submit to Payroll
- 598 Services a copy of the Declaration of Domestic Partnership filed with the California
- 599 Secretary of State. Domestic Partners and their dependents are not eligible for continuation
- 600 of coverage under the federal COBRA law.

601 **ARTICLE 6: COMPENSATION AND BENEFITS (continued)**

602 6.8 Surviving Spouse or Domestic Partner Continuance of Benefits

603 The District shall allow surviving spouses or domestic partners of unit members to continue their
604 medical benefits coverage pursuant to the rules of the benefits provider (SISC). The cost for the
605 continuation of medical benefits shall be solely the responsibility of the surviving spouse or
606 domestic partner.

607 6.9 Joint Health Benefits Committee

608 An advisory Joint Health Benefits Committee shall meet as often as needed to review health benefit
609 plan design and rates and to recommend to the District and employee units the plan design that
610 provides the greatest amount of quality health care benefits while trying to contain costs. This
611 committee shall be composed of equal members of all employee units and District. The committee
612 recommendation shall be provided with sufficient time to allow employee units to negotiate any
613 recommended changes to the health benefits program prior to open enrollment. Resource people
614 are welcome to attend meetings, but shall not participate beyond providing information necessary
615 to the committee's task.

616 **ARTICLE 7: HOURS AND ASSIGNMENTS**

617 7.1 **Regular Work Week**

618 The regular workweek of a full-time unit member shall be established as being forty (40) hours of
619 work served over a seven (7) day period, which normally shall be eight (8) hours per day exclusive
620 of meal breaks, Monday through Friday. At the time of creating a new bargaining unit position, the
621 hours and workdays (consecutive or non-consecutive) shall be assigned at the discretion of District
622 management. If the District wishes to change the existing hours and/or workdays of any vacant
623 position (not newly created) they shall first reach mutual agreement for such change(s) with the
624 Association prior to staffing. Any changes to hours and/or workdays after the time of hire shall be
625 by mutual agreement of the employee and the District. If mutual agreement is not reached, the
626 Association and District shall negotiate any proposed change(s).

627 7.1.1 All proposals to reduce hours, days or the work year of bargaining unit positions will be
628 negotiated with the Association. All negotiated reductions will be accomplished in
629 accordance with Article 16: Reduction of Hours, Layoff and Re-employment.

630 7.1.2 Employees wishing to change from alternate work week to traditional work week may
631 present a request for change to their immediate supervisor. If the request is denied, the
632 employee shall have the right to appeal the decision to a committee comprised of the
633 following: District, CSEA, supervisor and the employee. If a decision cannot be reached
634 by this committee, a neutral third party will become involved in the decision process.

635 7.1.2.1 Newly hired and/or promotional employees assigned to an alternate work week
636 shall not be required to work both Saturday and Sunday, and shall be assigned two
637 (2) consecutive days off.

638 7.1.2.2 Any unit member whose assigned work shift begins at 4:00 p.m. or later and at
639 least half (1/2) of the shift is after 6:00 p.m., or whose regularly assigned work
640 week includes Saturday shall receive an additional one hundred eleven dollars and
641 seventy-three cents (\$111.73) per month, provided this shift is four (4) consecutive
642 days or more.

643 **ARTICLE 7: HOURS AND ASSIGNMENTS (continued)**

644 7.1.2.3 During non-student days, (i.e.: winter, February, spring and summer breaks) any
645 unit member whose assigned work shift begins at 4:00 pm or later and at least half
646 of the shift is after 6:00 pm, may revert to an earlier shift with mutual consent
647 between the employee and their immediate supervisor. Also, during non-student
648 days, any unit member assigned to a Tuesday through Saturday schedule may
649 revert to a Monday through Friday schedule with mutual consent between
650 employee and their immediate supervisor. In the event that mutual consent is
651 reached, differential pay shall not apply during the time the unit member is not a
652 differential schedule.

653 7.1.3 On days, excluding minimum days, for which unit members are scheduled to perform their
654 duties pursuant to the work calendar then in effect, during which pupils would have been
655 in attendance but are not and for which certificated personnel receive regular pay, unit
656 members shall also receive regular pay whether or not they are required to report for duty.

657 7.2 Overtime

658 Overtime is any time required to be worked in excess of eight (8) hours in any one (1) workday or
659 at any time in excess of forty (40) hours in any calendar week. The District will provide
660 compensation or compensatory time off at a rate equal to one and one-half (1-1/2) the regular rate
661 of pay for unit members designated by the District and authorized to perform such overtime. This
662 provision does not apply to unit members whose regular workday is less than eight (8) hours or
663 whose workweek is less than forty (40) hours. A maximum of one hundred sixty (160) hours of
664 overtime worked may be accumulated within the fiscal year for the purposes of compensatory time
665 off. Any hours exceeding this amount at any given time shall be paid at the overtime rate of pay.

666 7.2.1 Accumulated compensatory time must be utilized in the following way:

	<u>Earned</u>	<u>Used by</u>	<u>Paid</u>
667			
668	May 1 - Oct 31	Jan 10	Jan 31
669	Nov 1 - Apr 30	Jun 15	Jun 30

670 **ARTICLE 7: HOURS AND ASSIGNMENTS (continued)**

671 If the compensatory time has not been taken by January 10 or June 15 of each fiscal year,
672 the District shall pay the employee for all such time at the appropriate rate based on the
673 employee's current rate of pay

674 7.2.2 Distribution of overtime/extended time shall be assigned on a rotating seniority basis. Each
675 department or work site shall keep a record of overtime/extended time hours for the
676 purpose of equity and equalization. The record shall be continuous from year-to-year on a
677 cumulative basis. Each department or work site shall post a seniority list by classification
678 for those eligible members affected by overtime/extended time hours. Lead/Head
679 employees are included on seniority overtime/extended time lists posted in each
680 department or work site. Overtime/extended time shall be offered to the most senior unit
681 member in that particular classification affected at that particular department or work site.

682 If the unit member elects to take the overtime assignment, he/she continues to be eligible
683 for overtime/extended time offers until his/her cumulative hours exceed the hours of the
684 unit member at the bottom of the list, at which time his/her name is placed at the bottom of
685 the list. If the unit member refuses the overtime/extended time assignment, he/she shall be
686 placed at the bottom of the cumulative overtime list and shall be credited with the same
687 number of hours as the unit member at the bottom of the list. These assigned hours are for
688 placement purposes only, not compensation.

689 7.2.2.1 Extended time assignments shall not place a unit member in an overtime status.

690 7.2.2.2 Length of extended time assignments is at the discretion of the District and shall
691 not require sixty (60) day notice on completion of the assignment.

692 7.2.2.3 Any unit member who is involved in a Professional Growth sanctioned class may
693 refuse extended time and/or overtime except as delineated in Article 7.8. Such
694 refusal shall not result in the employee losing his/her standing in receiving the next
695 available extended and/or overtime available.

696 This waiver shall be limited to one (1) class per semester/quarter and one (1) class
697 session per week. The employee shall, as soon as he/she has enrolled in the

698 **ARTICLE 7: HOURS AND ASSIGNMENTS (continued)**

699 class notify the immediate management supervisor in writing the scheduled
700 meeting day(s) of the class.

701 7.2.2.4 Notwithstanding Article 7.8, unit members have the right to refuse, in writing,
702 placement on the rotating overtime list. This right shall continue until rescinded,
703 in writing, by the unit member.

704 7.2.2.5 Unit members who enter the site/department rotating seniority list are credited the
705 same number of hours as the unit member at the bottom of the cumulative overtime
706 list. These assigned hours are for placement purposes only, not compensation.

707 7.2.2.6 Probationary unit members shall be placed on the rotating seniority list in keeping
708 with Article 7.2.2. Probationary unit members will be allowed to work overtime
709 only at the discretion of the supervisor.

710 7.2.3 Notwithstanding Articles 7.1 and 7.2, the workweek for any unit member having an
711 average workday of four (4) hours or more during the workweek shall consist of no more
712 than five (5) working days. Such an employee shall be compensated for any work required
713 to be performed on the sixth (6th) and seventh (7th) day following the commencement of
714 the workweek at a rate equal to one and one-half (1-1/2) times the regular rate of pay of
715 the employee designated by the District and authorized to perform such work.

716 7.2.4 For the purpose of computing the number of hours worked, time during which the unit
717 member is excused from work because of holidays, sick leave, vacation, compensated time
718 off, or other paid leaves of absence, shall be considered as time worked by the unit member.
719 The designation, authorization and allocation of any overtime shall rest solely with District
720 management.

721 7.2.5 No payment shall be allowed for overtime unless said overtime has written approval of the
722 immediate management supervisor. Overtime shall be computed from the first (1st) minute
723 worked in multiples of fifteen (15) minutes. The employee shall inform the

724 **ARTICLE 7: HOURS AND ASSIGNMENTS (continued)**

725 supervisor of the intended method of payment (overtime pay or compensatory time) prior
726 to working the overtime. Up to two (2) non-consecutive compensatory time days may be
727 used by unit members without prior approval, provided notice is given in the same manner
728 as for sick leave.

729 Use of other compensatory time must be pre-approved by the immediate supervisor. Unit
730 members denied a specific date(s) for use of compensatory time may request written
731 reasons for such denial. The denial may be appealed by the employee to the District and
732 Association who shall reach mutual agreement on the use of the compensatory time
733 requested.

734 7.2.6 A unit member shall have the right to refuse overtime work, except in a government
735 declared emergency, where the supervisor may direct the unit member to work overtime.
736 The supervisor shall attempt to identify employees desiring to work overtime before
737 directing a unit member to work against his/her will. An emergency as used in this section
738 is defined as the following: the effects of natural, manmade, or war-caused emergencies
739 which result in conditions of disaster or in extreme peril of life, property, and resources is
740 of paramount importance requiring the responsible efforts of unit members. In any event,
741 such changes shall be for only the length of the emergency.

742 7.3 Call-back Time

743 In situations that could not have been planned for, a unit member called back to work after his/her
744 regular work day or work week shall receive not less than two (2) hours of pay subject to Articles
745 7.2, 7.5 and 7.6.

746 7.4 Additional Assignments

747 Substitutes or outside relief personnel shall not be used in any department, work site or any job
748 classification when regular unit members in that department, work site or job classification are
749 available and willing for such assignment and said assignment will not require overtime as
750 designated in Article 7.2. The District shall, however, retain the authority to assign a unit member
751 as needed. This section shall not pertain to bus drivers.

752 7.4.1 This section shall specifically apply to employees who work less than twelve (12) months
753 and/or less than eight (8) hours per day.

754 **ARTICLE 7: HOURS AND ASSIGNMENTS (continued)**

755 7.4.2 Voluntary extra duty assignment of a unit member at additional work site(s) shall not entitle
756 the unit member to mileage reimbursement for travel between the work sites.

757 7.4.3 Length of extra duty assignments is at the discretion of the District.

758 7.4.4 Whenever the District wishes to allocate all or part of the hours assigned to a particular
759 vacant position to another unit position in the same classification rather than fill the
760 position, such hours shall be offered to the unit member in that classification having the
761 greatest seniority provided, however, that the employee's work schedule and District needs
762 will permit the most senior employee to accept the extra hours and provided the extra hours
763 will not place the unit member in an overtime status.

764 7.5 **Working Out of Class—Voluntary**

765 Employees who are capable will be offered the opportunity to work in a higher classification in the
766 case of a vacancy or in a limited term assignment lasting no less than fifteen (15) days. The
767 following sequence of eligibility shall be utilized in the order listed:

- 768 1. Site;
769 2. Promotional eligibility list - by rank, if tie interview all within rank;
770 3. Any employee, district-wide, interested in gaining work experience;
771 4. 39-month rehire list;
772 5. Outside relief personnel.

773 The most senior employee in the next highest classification in the site or department will be selected
774 to work in a higher class when all other qualifications are equal. Employees with more seniority
775 who are not selected may request reason(s) for not being selected. The selection may begin on the
776 first (1st) day, but shall not be required until the regular incumbent's absence exceed four (4)
777 consecutive days if filled at the site level (sequence #1 above). If the selection is made utilizing
778 sequence #2 through #5 above, the selection shall not be required until the regular incumbent's
779 absence exceeds five (5) consecutive days. Such selection procedures will not be made solely for
780 monetary reasons. The District retains the right to fill, or not fill, the position. Substitute or outside
781 relief personnel, if needed, shall be brought in at the lower classification in the department or work
782 site. This subsection shall apply to all bargaining unit members.

783 **ARTICLE 7: HOURS AND ASSIGNMENTS (continued)**

784 7.6 Working Out of Class – Assigned

785 Whenever a unit member is required to work out of his/her classification in a higher classification
786 for more than two (2) working days in any fifteen (15) day calendar period he/she shall be
787 compensated at the salary step of the salary range for the higher classification that constitutes an
788 increase of a minimum of 5% over the employee's regular base pay (5% effective with the 2009-
789 2010 school year).

790 7.6.1. An employee who qualifies under Article 7.6 of the Classified Bargaining Unit Contract
791 shall receive out-of-class compensation for a paid legal holiday and an approved, paid leave
792 day provided the employee is working in that higher classification the day before or the
793 day after the holiday and/or leave day.

794 7.6.2 Whenever a full time unit member works temporarily out of his/her regular classification
795 in a lower classification on a full time basis the unit member shall not receive less than
796 his/her regular base pay.

797 7.7 Rest Periods

798 Unit members who work more than four (4) consecutive hours per day shall be entitled to a paid
799 fifteen (15) minute rest period per each consecutive four (4) hour work period per day at times
800 scheduled by the immediate supervisor.

801 7.8 Duty-free Meals

802 Any unit members who have been on duty more than four (4) consecutive hours shall take an unpaid
803 duty-free meal period of thirty (30) minutes or more per day to a maximum of one (1) hour at times
804 scheduled by the immediate supervisor.

805 7.8.1 Unit members working six (6) hours or less can waive their meal period with mutual
806 consent of the unit member and their immediate supervisor.

807 7.8.2 Unit members whose assignment is four or fewer hours shall not have an unpaid lunch
808 break inserted in their schedule.

809 **ARTICLE 7: HOURS AND ASSIGNMENTS (continued)**

810 7.9 Four-Day Work Week

811 Any unit member shall have the option of choosing to work a consecutive four-day work week
812 upon mutual agreement between the unit member and his/her immediate management supervisor
813 and the appropriate division head.

814 7.9.1 In the event a holiday(s) falls during any week, the total regularly scheduled hours for the
815 week containing the holiday shall be divided by five (5) rather than four (4)
816 to determine the number of hours to be worked during each day of the holiday week.

817 7.10 Workload

818 Prior to ongoing changes in the workload being enacted, the immediate supervisor will discuss
819 changes with the affected employee(s). The immediate supervisor shall, with the input from the
820 employee(s), make determination as to the workload priorities.

821 7.10.1 If the employee(s) feels workload concerns remain, they may appeal to an advisory
822 resolution panel comprised of equal numbers of panelists from the District and the
823 Association. The resolution panel shall be facilitated by the Director of Classified
824 Personnel (Personnel Commission). Upon reviewing the information from the employee
825 and immediate supervisor, an advisory decision shall be rendered. If either the employee(s)
826 or the immediate supervisor feels that the workload issue is unresolved, the matter shall be
827 resolved by the District and Association using Interest-Based Bargaining methods.

828 7.11 Annual Work Calendar

829 The annual calendar shall be negotiated by the Association and the District beginning no later than
830 the end of September for the fiscal year calendar two years out. For operational needs, should the
831 negotiations process for the upcoming fiscal year not be concluded by December 1, the District
832 may establish a projected start date for that fiscal year pending the conclusion of the negotiations
833 process. The parties acknowledge that the result of those negotiations may result in a change of the
834 projected start date of the upcoming fiscal year.

835 7.11.1 A typical work calendar for 12-month employees is 260 days (including holidays). When
836 it becomes know that the work calendar will increase to 261 or 262 workdays, a six-person
837 delegation, including three (3) representatives from CSEA and three (3) representatives
838 from LUSD will designate the 260 workday calendar.

839 **ARTICLE 7: HOURS AND ASSIGNMENTS (continued)**

840 7.12 Emergency Events:

841 In the event the district declares an emergency, as defined in Article 2.3 and school closures occur,
842 the following protocol shall be followed:

- 843 a. The district shall make every effort and with all means at their disposal to notify all
844 classified employees that school sites are closed until further notice.
- 845 b. All classified employees shall be notified of their requirement whether or not to report to
846 their assigned worksite.
- 847 c. Essential employees will be defined and can vary depending on the nature of the
848 emergency.
- 849 d. Essential employees will be notified by their immediate supervisor to report to their
850 assigned worksite or an alternate worksite for the duration of the emergency.
- 851 e. All employees required to work shall be paid their regular rate of pay for their assigned
852 work hours. Overtime may apply as per Article 7.
- 853 f. All employees not required to report to work shall remain in paid status for the duration of
854 the emergency and remain available to report to work, during their regular work hours, if
855 the need arises or the emergency is declared over.
- 856 g. Any employee on an approved paid leave during the course of the emergency shall continue
857 on the paid leave as approved.

858 **ARTICLE 8: VACATIONS**

859 8.1 Unit members shall accrue annual vacation at the regular rate of pay earned at the time the vacation
860 is commenced according to the schedule established in Article 8.4. Such vacation shall not become
861 a vested right until completion of six (6) months employment. However, vacation days will be
862 accrued and may be used by probationary employees.

863 8.2 **Scheduling**

864 8.2.1 Vacations shall be scheduled between the unit member, including probationary employees,
865 and immediate supervisor. Once granted, the employee shall enter the absence into the
866 employee absence reporting system. If the supervisor does not respond within the
867 reporting system in 5 working days, the absence is automatically approved. Approval of
868 vacation days should be obtained prior to making vacation plans. Vacations shall not be
869 denied solely on the basis of the need for a substitute. Vacations of less than one (1) full
870 day may be granted.

871 The following factors are to be considered in granting vacations:

- 872 a. District needs
- 873 b. Employee preference
- 874 c. Extenuating circumstances
- 875 d. Long range planning
- 876 e. District-wide seniority

877 If mutual agreement cannot be reached in a timely manner between the unit member,
878 including probationary employees, and the immediate supervisor, the unit member may
879 appeal to the Vacation Committee which consists of the Association President, Assistant
880 Superintendent, Human Resources, and a third party selected by the Association and the
881 District. The third member, usually the immediate supervisor's supervisor, will only serve
882 when the dispute pertains to his/her work site, school or division.

883 8.2.2 For purposes of this section, up to two (2) non-consecutive vacation days may be used by
884 bargaining unit members without prior approval. A unit member shall not be permitted to
885 reduce a day of vacation to less than the hours per day the unit member is normally
886 assigned. The following provisions shall also be followed:

- 887 a. Notice of vacation usage shall be provided to the bargaining unit member's
888 immediate supervisor by the end of the bargaining unit member's last work shift
889 prior to the vacation day. The bargaining unit member shall enter the absence into

890 **ARTICLE 8: VACATIONS (continued)**

891 the absence reporting system prior to leaving their last work shift prior to the
892 vacation day being used. No reason for vacation usage need be provided with prior
893 notice being given.

894 b. When unforeseen circumstances exist and notice of vacation use cannot be
895 provided prior to the end of the bargaining unit member's last work shift, the
896 bargaining unit member shall provide notice of their vacation day as they normally
897 would whenever absent from work. Upon return to work, the bargaining unit
898 member shall ensure the absence is entered into the employee absence reporting
899 system. Because the vacation day was taken due to an unforeseen circumstance,
900 the bargaining unit member must state the nature of that unforeseen circumstance
901 preventing them from providing the prior notice as noted in Paragraph A above.
902 "Unforeseen circumstances" are defined as things that could not have been planned
903 for.

904 8.2.3 In the absence of an immediate supervisor, all employees who work during breaks shall be
905 provided with the name and contact number of the assigned management supervisor. This
906 management supervisor shall be available to answer any call and respond in a timely
907 manner to any concerns and/or emergencies.

908 8.3 Upon separation from service, a permanent member shall be entitled to a lump sum compensation
909 for all earned and unused vacation.

910 8.4 Unit members, including probationary employees, shall earn vacation in accordance with the
911 following:
912 If an employee is hired the first (1st) through the fifteenth (15th) of the month, their vacation
913 anniversary date will be the first (1st) of that month. If an employee is hired the sixteenth (16th)
914 through the thirty-first (31st) of the month, their vacation anniversary date will be the first (1st) of
915 the following month.

916 **ARTICLE 8: VACATIONS (continued)**

Years of Service	Hourly Factor (see examples below)	Hours per month based on full-time	# Day(s) per Full Month	10 month Maximum Annual Days	11 month Maximum Annual Days	12-month Maximum Annual Days
One (1) through Two (2)	0.04615	8.00	1.000	10.00	11.00	12.00
Three (3) through Five (5)	0.04984	8.66	1.083	10.83	11.91	13.00
Six (6) through Ten (10)	0.05769	10.00	1.250	12.50	13.75	15.00
Eleven (11) through Fifteen (15)	0.06923	12.00	1.500	15.00	16.50	18.00
Sixteen (16) through Twenty (20)	0.07693	13.34	1.667	16.67	18.34	20.00
Twenty-one (21) or more	0.08076	14.00	1.750	17.50	19.25	21.00

917

<p>Hourly Factor Examples for Year One (1) through Two (2)</p> <p>Hourly Factor x # of annual work days = Annual Vacation Earned</p> <p>(12 months= 260 annual days x .04615 = 12 days)</p> <p>(11 months= 238 annual days x .04615 = 11 days)</p> <p>(10 months= 217 annual days x .04615 = 10 days)</p>
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918

919 8.5 The equivalent of up to one (1) year's earned vacation may be accumulated and carried over for one
 920 (1) fiscal year to the next fiscal year. Any balance in excess of that amount, as of June 30, will be
 921 paid in July.

922 8.5.1 The carry-over period may be extended six (6) months (December 31) with prior
 923 permission of the immediate management supervisor certifying the employee will use the
 924 excess vacation before December 31.

925 **ARTICLE 8: VACATIONS (continued)**

926 8.6 When a holiday, as defined in this Agreement, occurs within the regularly scheduled vacation of a
927 unit employee, the employee shall receive pay at the regular rate of pay for the holiday and shall
928 not be charged a vacation day for absence on the holiday.

929 8.7 **Right of Interruption of Vacation**

930 A unit member shall be permitted to interrupt or terminate vacation leave in order to begin another
931 type of paid leave provided for in this Agreement without a return to active service, provided the
932 employee complies with Article 10, Leave Provisions.

933 **ARTICLE 9: HOLIDAYS**

934 9.1 Unit members shall be entitled to the paid holidays as listed in Article 9.3, provided the unit
935 members are in paid status during the work day immediately preceding or the working day
936 succeeding the holiday.

937 9.2 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the
938 holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding
939 Friday shall be deemed to be the holiday in lieu of the day observed. When a unit member is
940 required to work on any said holidays, he/she shall be paid compensation, or given compensatory
941 time off, for such work, in addition to regular pay received for the holiday, at the rate of time and
942 one-half his/her regular rate of pay.

943 9.2.1 For employees working the alternative work week the following shall apply: during the
944 work week that a holiday occurs, Tuesday thru Saturday workers will work the following
945 days:

- 946 a. When the holiday is on Monday, they will observe the holiday on the prior Saturday.
- 947 b. When the holiday is on Friday or a Thursday and Friday, they will work Monday instead
948 of Saturday of that week.
- 949 c. Annually, a representative from Classified Human Resources will provide all alternative
950 workweek employees with a copy of their work calendar.
- 951 d. In no event shall an employee working an alternative work week be assigned more than
952 five (5) consecutive work days except on an overtime basis.

- 953
- 954 9.3 New Year's Day
955 Martin Luther King, Jr. Day
956 Lincoln Day
957 President's Day
958 Spring Recess Day (Monday or Friday as determined by classified work calendar)
959 Memorial Day
960 Juneteenth
961 Independence Day
962 Labor Day
963 Veterans' Day
964 Thanksgiving Day

- 965 **ARTICLE 9: HOLIDAYS** (continued)
- 966 Friday following Thanksgiving Day
- 967 Last working day before Christmas Day
- 968 Christmas Day
- 969 Last working day before New Year's Day

970 **ARTICLE 10: LEAVE PROVISIONS**

971 10.1 The benefits which are expressly provided by Article 10 are the sole benefits which are part of this
972 collective Agreement, and it is agreed that other new statutory or regulatory leave benefits are not
973 incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to
974 Article 5: Grievances.

975 10.1.1 Immediate family members shall be limited to spouse or domestic partner, mother (in-law),
976 father (in-law), grandmother (in-law), grandfather (in-law), son (in-law), daughter (in-law),
977 grandchild (in-law), the brother or sister of the employee, brother or sister-in-law, aunt or uncle,
978 step relatives, foster children, foster parents or any relative living in the immediate household of
979 the employee.

980 10.1.2 For purposes of Articles 10.2, 10.3 and 10.4, a unit member must contact the District's
981 substitute employee management system or use his/her assigned departmental substitute
982 procedures as soon as the need to be absent is known to permit the employer time to secure
983 a substitute service or make other appropriate arrangements. Failure to provide adequate
984 notice shall be grounds for denial of leave with pay or other disciplinary action unless the
985 employee establishes that unforeseeable and unavoidable emergency circumstances make
986 it impossible to fully comply with his/her obligations hereunder.

987 10.1.3 For purposes of Articles 10.2, 10.3, and 10.4, a unit member shall not be allowed to return
988 to work and shall be placed on leave without pay if the employee fails to notify the District
989 of the employee's intent to return to work at least one (1) hour prior to the close of the
990 preceding day if such failure results in a substitute being secured.

991 10.1.4 A unit member who is absent shall be charged for actual time of absence in increments of
992 fifteen (15) minutes.

993 10.1.5 Unit members on a District approved paid leave of absence provided by the provisions of
994 this Article shall not be considered to have a break in service for purposes of earning sick
995 leave and vacation and being permitted to participate in the health and welfare benefits of
996 Article 6.2.

997 10.1.6 Any unpaid absence shall be considered a break in service except as provided in Article
998 10.1.7.

999 10.1.7 When a leave of absence is approved for any reason for a period of six (6) months or less,
1000 the Classified Human Resources Office shall fill the position on a temporary basis,
1001 allowing the employee to return to their regular assignment.

1002 **ARTICLE 10: LEAVE PROVISIONS**

1003 When a leave of absence is due to a medical leave (i.e. illness, FMLA, workers'
1004 compensation, etc.), the Classified Human Resources Office shall fill the position on a
1005 temporary basis until all leaves are exhausted, allowing the employee to return to their
1006 regular assignment. If the employee is unable to return before their leaves are exhausted,
1007 the position will then be filled with a permanent employee.

1008 When a leave of absence is approved for a period greater than six (6) months, not to exceed
1009 twelve (12) months, the Classified Human Resources Office may fill the position with a
1010 permanent employee. Upon expiration of leave, the incumbent employee is entitled to be
1011 reinstated to the position of employment held when the leave commenced or to an
1012 equivalent position.

1013 In addition, a unit member on such leave shall notify the Classified Human Resources
1014 Office no later than forty-five (45) days prior to expiration of the leave of intent to return
1015 to employment in the District.

1016 10.1.8 For purposes of this Article, a unit member shall be required upon return to duty to
1017 complete a leave verification form provided by the District.

1018 10.2 **Personal Illness and Injury Leave**

1019 10.2.1 Full-time unit members shall be entitled to one (1) day leave with full pay for each month
1020 worked for purposes of personal illness or injury. Unit members who work less than full
1021 time shall be entitled to that portion of the one (1) day per month leave as the number of
1022 hours per day equates to eight (8) hours.

1023 10.2.2 Effective July 1, 2010, each unit member shall be credited with a total of one-hundred
1024 (100) working days of paid extended sick leave once a year on July 1. This extended sick
1025 leave shall be compensated at fifty percent (50%) of the employee's regular salary. Each
1026 fiscal year, accumulated and extended sick leave shall run concurrently. Such days of paid
1027 extended sick leave authorized herein shall be exclusive of other paid leave, holidays,
1028 vacation, compensatory time, or Catastrophic Leave donations to which the employee may
1029 be entitled. The employee may be required to present written verification of illness on the
1030 first day of their use of extended sick leave. Accrued vacation may be utilized in
1031 conjunction with extended sick leave at the request of the employee.

1032 10.2.3 If a unit member does not utilize the full amount of leave as authorized in Article 10.2.1 in
1033 any fiscal year, the amount not utilized shall be accumulated from year to year.

1034 **ARTICLE 10: LEAVE PROVISIONS (continued)**

1035 10.2.4 If the illness or injury exceeds three (3) consecutive days, the District may require a
1036 physician's statement of the illness or injury, and to report such findings to the
1037 Superintendent or designee. If the report concludes that the absence is not due to personal
1038 illness or injury, or that the illness is not sufficiently severe to warrant continued absence,
1039 then the Superintendent or designee, after notice to the unit member, may refuse to grant
1040 such leave. If requested by the District, a unit member shall not return to work until the
1041 unit member submits a medical doctor's authorization to return to work.

1042 10.2.5 Donated Sick Leave

1043 Employees who are eligible for membership in a recognized employee organization may
1044 participate.

- 1045 a. Any employee in one of the above groups may donate up to 10 days (80 hours)
1046 provided they have accrued at least 20 days of unused sick leave.
- 1047 b. Part time employees may also donate and receive sick leave days on an hour-for-
1048 hour basis.
- 1049 c. For the purposes of calculation, all full time employees are considered eight hour
1050 employees.
- 1051 d. Donated sick leave days may be used retroactively up to 20 workdays from the
1052 receipt of the donation in Payroll Services. This limit may be extended under
1053 extenuating circumstances approved by the committee.
- 1054 e. A recipient may receive no more than 100 donated days per illness.
- 1055 f. This Donated Sick Leave Plan replaces all existing donated sick leave plans.
- 1056 g. The Donated Sick Leave Committee will review anonymous requests for donated
1057 sick leave for catastrophic illnesses and accidents. If the committee deadlocks on
1058 approving eligibility for donated sick leave, the Assistant Superintendent, Human
1059 Resources will serve as the tie breaker.
- 1060 h. Employees requesting donated sick leave must provide the exact information
1061 regarding their illness or accident which will be distributed to the committee by
1062 Payroll Services.
- 1063 i. The employee's name will be circulated by the respective employee organization
1064 to eligible employees for donations, provided the employee grants express written
1065 consent to release his/her name.

1066 **ARTICLE 10: LEAVE PROVISIONS (continued)**

1067 j. Employees donating sick leave should use the back of the Absence Reporting Form
1068 to make a donation.

1069 k. Employees married to a Lompoc Unified School District employee may donate an
1070 unlimited amount of sick leave to their spouse or domestic partner after the
1071 receiving spouse or domestic partner has used all of their own sick leave. The
1072 donating spouse or domestic partner must maintain a minimum balance often (10)
1073 days.

1074 10.3 **Personal Necessity Leave**

1075 10.3.1 Leave which is credited under Article 10.2.1 may be used, at the unit member's election,
1076 for purposes of personal necessity; provided that use of such personal necessity leave does
1077 not exceed ten (10) days in any fiscal year.

1078 10.3.2 A maximum of ten (10) days of absence, and additional days authorized by the Leave
1079 Committee, may be used for personal necessity leave. Personal necessity leave is
1080 subtracted from accrued illness and injury leave. Absences in excess of allowable days
1081 shall be deducted at full salary unless authorized by the Leave Committee.

1082 10.3.2.1 Personal Necessity Leave shall not exceed ten (10) days and shall not be
1083 accumulated from school year to school year. This leave may be used at the unit
1084 member's election.

1085 10.3.2.2 Employees may use up to ten (10) days of accumulated sick leave for personal
1086 necessity leave. This leave shall not be used for matters of personal gain,
1087 recreation or vacation. Any employee taking personal necessity leave shall
1088 complete an affidavit stating that such leave was used for any of the reasons
1089 outlined in Education Code 45207 or for reasons that could only be handled
1090 during the employee's work shift. Under extraordinary circumstances, additional
1091 consecutive days may be granted, with justification.

1092 10.3.3 The employee shall comply with District procedures as outlined in Article 10.1.2.

1093 10.4 **Bereavement Leave**

1094 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of
1095 salary on account of the death of any member of his/her immediate family as outlined in Article
1096 10.1.1.

1097 10.5 **Leave for Pregnancy Disability**

1098 **ARTICLE 10: LEAVE PROVISIONS (continued)**

1099 10.5.1 Unit members are entitled to use sick leave as set forth in Article 10.2.1 for disabilities
1100 caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on
1101 the same terms and conditions governing leaves of absence from other illness or medical
1102 disability. Such leave shall not be used for child care, child rearing, or preparation for child
1103 bearing, but shall be limited to those disabilities as set forth above. The length of such
1104 disability leave, including the date on which the leave shall commence and the date on
1105 which the duties are to be resumed, shall be recommended by the unit member's physician.
1106 The unit member will provide the office of the Director of Classified Human Resources
1107 with a physician's note authorizing the employee to return to work. The following
1108 procedures will be followed:

- 1109 a. If the physician determines the employee may return to work without restrictions,
1110 the employee will provide the note one (1) working day (24 hours) in advance or
1111 earlier.
- 1112 b. If the physician determines the employee may return to work with restrictions, the
1113 employee will provide the note at least five (5) working days in advance so that
1114 the District may schedule an interactive meeting, if appropriate. The District may
1115 require a verification of the extent of disability through a physical examination of
1116 the employee by a physician appointed by the District.

1117 10.5.2 Unit members are entitled to leave without pay or other benefits for disabilities because of
1118 pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in
1119 Article 10.2.1 has been exhausted. The date on which the employee shall resume duties
1120 shall be recommended by the unit member's physician and determined finally by the
1121 District. The District may require a verification of the extent of disability through a physical
1122 examination of the employee by a physician appointed by the District.

1123 10.5.3 The unit member on leave for pregnancy disability shall be entitled to return on a date
1124 determined by the District to a position in the same classification as that held at the time
1125 the leave commenced.

1126 10.6 Industrial Accident Leave

1127 10.6.1 Unit members will be entitled to Industrial Accident Leave for personal injury or illness
1128 which has qualified for Workers' Compensation under the provisions of the Compensation
1129 Insurance Fund.

1130 **ARTICLE 10: LEAVE PROVISIONS (continued)**

1131 10.6.2 Such leave shall include the following provisions:

- 1132 a. Allowable leave shall not exceed sixty (60) working days in any one (1) fiscal year
1133 for the same accident.
- 1134 b. Allowable leave shall not accumulate from year to year.
- 1135 c. Leave shall commence on the first (1st) day of absence.
- 1136 d. During the period of District paid leave, the injured shall endorse all temporary
1137 disability checks over to the District.
- 1138 e. In the event the injury or illness overlaps into the next fiscal year, only the
1139 remaining amount of the sixty (60) day leave will be allowed for the same
1140 disability.
- 1141 f. Injured must remain within the State of California unless travel outside of the State
1142 is approved by the District during the period of temporary disability.

1143 10.6.3 Payment for wages lost on any day shall not, when added to an award granted the employee
1144 under the Workers' Compensation laws of this State, exceed the normal wage for the day.

1145 10.6.4 When entitlement to industrial accident or illness leave under this section has been
1146 exhausted, entitlement to other sick leave, vacation or other paid leave may then be used.
1147 If, however, an employee is still receiving temporary disability payments under the
1148 Workers' Compensation laws of this State at the time of the exhaustion of benefits under
1149 this Article, he/she shall be entitled to use only so much of his/her accumulated and
1150 available normal sick leave and vacation leave, which, when added to the Workers'
1151 Compensation award, provides for a day's pay at the regular rate of pay.

1152 10.6.5 A unit member shall not be permitted to return to work until a physician's written release
1153 is submitted to the District indicating the unit member can assume the essential functions
1154 and duties of the position.

1155 10.7 **Judicial Leave**

1156 10.7.1 Unit members will be provided leave for regularly called jury duty and to appear as a
1157 witness in court, other than as a litigant, for reasons not brought about through the
1158 convenience or misconduct of the unit member. The unit member shall submit a request
1159 for an approved absence upon receipt of a notice to appear from officers of the Court. Unit
1160 members are required to return to work during any day for which judicial services are not
1161 required. Written verification of appearance shall be submitted with absence verification
1162 report.

1163 **ARTICLE 10: LEAVE PROVISIONS (continued)**

1164 10.7.2 The unit member, while serving jury duty, will receive pay in the amount of the difference
1165 between the unit member's regular earnings and any amount received for judicial service.

1166 10.8 **Military Leave**

1167 10.8.1 Unit members shall be entitled to military leave as provided by law and shall retain all
1168 rights and privileges granted by law arising out of the exercise of military leave.

1169 10.8.2 Unit members shall be required to request military leaves in writing and, upon request, to
1170 supply the District with copies of military orders and status reports.

1171 10.9 **Voluntary Furlough**

1172 With mutual consent between the unit member and the immediate supervisor, and approval by the
1173 division head, an employee may take up to five (5) days per year as a voluntary, unpaid furlough.
1174 An unpaid furlough may affect the unit member's probationary period, seniority, retirement service
1175 credit, leave grants and benefits.

1176 10.10 **Family Care and Medical Leave (FMLA)**

1177 An employee with twelve (12) months of paid service and who has at least 1,250 hours of service
1178 with the District during the previous twelve (12) months may request unpaid family care and
1179 medical leave for up to twelve (12) work weeks during a fiscal year for one of the following reasons:

- 1180 a. Leave for reason of the birth of a child of the employee, or the placement with the employee
1181 of a child in connection with an adoption or foster care;
- 1182 b. Leave to care for an employee's child, parent or spouse or domestic partner who has a
1183 serious health condition;
- 1184 c. Leave in the case of the employee's own serious health condition that makes the employee
1185 unable to perform the functions of the position held by the employee, except for leave taken
1186 for disability on account of pregnancy, childbirth or related medical conditions.
- 1187 d. Employees seeking to use FMLA are required to provide 30-day advance notice of the need
1188 to take FMLA leave when the need is foreseeable and such notice is practicable. "Child"
1189 means biological, adopted or foster child, a stepchild, a legal ward, or a child of a person
1190 standing in loco parentis as long as the child is under eighteen (18) years of age or an adult
1191 dependent child. "Parent" means a biological, foster or adoptive parent, a step-parent or a
1192 legal guardian. "Serious health condition" means an illness, injury, impairment or physical
1193 or mental condition that involves either inpatient care in a

1194 **ARTICLE 10: LEAVE PROVISIONS (continued)**

1195 hospital, hospice, or residential health care facility, or continuing treatment or supervision
1196 by a health care provider.

1197 10.10.1 An employee who requests leave to care for a child, a spouse or domestic partner, or a
1198 parent who has a serious health condition may be required to submit a certificate from the
1199 health care provider verifying the date on which the serious health condition commenced,
1200 the probable duration of the condition, an estimate of the amount of time the health care
1201 provider believes the employee needs to care for the individual requiring the care, and a
1202 statement that the affected individual's condition warrants the participation of a family
1203 member to provide care. If additional leave is needed after the time estimated by the health
1204 care provider expires, the employee shall provide re-certification in the same manner
1205 specified above.

1206 10.10.2 If an employee's need for family care and medical leave is foreseeable, reasonable advance
1207 notice shall be given. Where the need for family care and medical leave is known more
1208 than thirty (30) days before the leave is to begin, the employee must provide thirty (30)
1209 days written notice to the Director of Classified Human Resources. Where the need for a
1210 leave becomes known less than thirty (30) days before the leave is to begin, whenever
1211 possible the employee is to give five (5) days written notice. When leave is needed for a
1212 planned medical treatment or supervision, the employee shall make a reasonable effort to
1213 schedule the treatment or supervision to avoid disruption of District operations. This
1214 scheduling shall be subject to the health care provider's approval.

1215 10.10.3 When leave is taken pursuant to Article 10.10 the employee shall be required to use accrued
1216 vacation leave, personal necessity leave and/or accrued compensatory time off and shall
1217 run concurrently.

1218 10.10.4 Leave taken for disability on account of pregnancy, childbirth or related medical condition
1219 shall be taken pursuant to Government Code Section 12945 and shall be taken in addition
1220 to family care and medical leave. Such leave shall be afforded the same rights as medical
1221 leave under the Family and Medical Leave Act (FMLA), allowing the employee to
1222 maintain District offered health coverage, unless District offered health coverage was
1223 waived by the employee during the thirty (30) day open enrollment period.

1224 10.10.5 An employee on unpaid family care and medical leave shall continue to be eligible for
1225 health insurance for twelve (12) work weeks during a fiscal year at the level and under the
1226 conditions coverage would have been provided if the employee had continued in

1227 **ARTICLE 10: LEAVE PROVISIONS (continued)**

1228 active employment. The District may recover the District's contribution to the employee's
1229 health coverage if the employee fails to return from leave for reasons other than the
1230 continuation, recurrence, or onset of a serious health condition that otherwise entitles the
1231 employee to take family care and medical leave or for other circumstances beyond the
1232 employee's control. Non--health benefits provided to employees through the District's
1233 cafeteria plan shall not be paid while unit members are on family leave.

1234 10.10.6 When both parents are employed by the District, "child rearing" leave connected with the
1235 birth, adoption or foster care of a child shall cumulatively be no greater than twelve (12)
1236 work weeks.

1237 10.10.7 At the conclusion of the family care and medical leave, the employee shall be returned to
1238 the same position classification held by the employee and at the same geographically
1239 approximate work site the employee worked at prior to the commencement of the leave.

1240 10.11 Bonding Leave: California Family Rights Act (CFRA)

1241 10.11.1 An employee who meets the provisions of eligibility for FMLA as defined in Article 10.10
1242 of this agreement shall also be eligible for an additional 12 weeks of unpaid leave for Child
1243 Bonding. This 12 weeks shall be taken within one (1) year of the child's birth, adoption, or
1244 the start of foster care. This leave will run after PDL leave and it may run after FMLA
1245 leave. Bonding leave may be taken in separate 2-week blocks but these blocks shall not
1246 exceed a total of 12 weeks and must occur within one (1) year of the child's birth, adoption,
1247 or foster care. While both parents are entitled to Bonding Leave, if both parents work for
1248 Lompoc Unified School District, the District may choose to allow only twelve (12) weeks
1249 total for both parents.

1250 10.11.2 At the conclusion of the CFRA leave, the employee shall be returned to the same position
1251 classification held by the employee and at the same geographically approximate work site
1252 the employee worked at prior to the commencement of the leave.

1253 10.12 Other Leaves Without Pay

1254 10.12.1 Upon recommendation of the Superintendent and approval by the Board of Education,
1255 leave without compensation, increment, seniority or credit towards probationary or
1256 permanent status, may be granted for a period of one (1) school year for the following
1257 purposes: care for a member of the immediate family who is ill, long-term illness of the
1258 unit member, service in an elected public office, or retraining, study or research.

1259 10.12.2 Leaves for Employment Purposes

1260 **ARTICLE 10: LEAVE PROVISIONS (continued)**

1261 Unpaid leaves of absence for up to six (6) months may be granted for the purpose of
1262 accepting employment outside the District.

1263 10.12.2.1 Policy changes which would result in blanket employment leave denials shall be
1264 negotiated between the Association and the District.

1265 10.12.3 The application for and granting of such leaves of absence shall be in writing. In addition,
1266 a unit member on such leave shall notify the Director of Classified Human Resources no
1267 later than thirty (30) days prior to expiration of the leave of intent to return to employment
1268 in the District. Failure to so notify will be considered an abandonment of position and
1269 nullify any bumping rights.

1270 10.13 Other Leaves

1271 An employee may use accrued compensatory time or vacation (in this order) to cover non-duty
1272 days within the school year.

1273 **ARTICLE 11: TRANSFER**

1274 11.1 A unit member may be transferred at his/her request or for the good of the District from one position
1275 to another at the discretion of the immediate management supervisor, with the approval of the
1276 Director of Classified Personnel.

1277 11.1.1 Involuntary transfers shall not be punitive in nature and shall be based on the legitimate
1278 needs of the District. The Association will be contacted before any involuntary transfers
1279 are made. District seniority will be the primary consideration. However, specific needs for
1280 the current and future work site may take precedence. Exceptions can be made under
1281 special circumstances when agreed to by the District and the Association.

1282 11.1.2 Notice of involuntary transfers shall be given in writing, along with reasons to the unit
1283 member as soon as possible and not later than ten (10) days prior to the transfer.

1284 11.2 The District shall post on each official classified bulletin board and the District website a list of
1285 positions that are vacant. Employees will have a maximum of five (5) working days from date of
1286 distribution to file a written request for transfer.

1287 11.2.1 If there are transfer requests, those applicants shall be interviewed in advance of other
1288 applicants. In the event the District chooses to fill the vacancy from these transfer requests,
1289 no further interviews will be necessary. If a transfer candidate is not selected, then
1290 interviews from the appropriate eligibility list will be scheduled.

1291 11.2.2 Full time employees at the site shall have first right to be considered for transfer followed
1292 by employees with less than a full time assignment. Transfer applicants who have an
1293 assignment less than eight (8) hours shall be entitled to transfer to a vacant position of
1294 greater hours at their physical work site provided their most recent evaluation reflects an
1295 overall evaluation of satisfactory. Such transfers shall be offered to the unit member in that
1296 classification having the greatest seniority.

1297 11.2.3 The decision of the District on which candidate is selected shall be final.

1298 11.2.4 Transfers shall be considered for bargaining unit members in their current classification or
1299 classifications they formerly held.

1300 11.3 When a transfer is denied, the unit member may request a meeting to hear the reason(s) for the
1301 denial. This meeting will include the affected unit member, an Association representative, the
1302 Assistant Superintendent of Human Resources and any other manager, as deemed appropriate by
1303 the parties.

1304 11.4 No employee shall be transferred temporarily to a work location other than the employee's normal
1305 work site for a period in excess of twenty (20) working days during the regular school year without
1306 the written consent of the employee.

1307 **ARTICLE 11: TRANSFER (continued)**

1308 11.5 Personal Injury or Illness Transfers

1309 A permanent unit member determined incapable of performing the duties of his/her class because
1310 of illness or injury (not related to Workers' Compensation) may at his/her request, and with the
1311 concurrence of the District, be assigned duties he/she is capable of performing. The position to
1312 which he/she is assigned shall be subject to classification by the Personnel Commission, but the
1313 employee shall receive no increase in wage or salary, excepting differentials, established for the
1314 class to which the employee is assigned, unless he/she is appointed from an eligibility list resulting
1315 from a competitive examination. If the position is a lower classification than the one previously
1316 attained by the employee, the employee shall be paid the lower salary by placing the employee in
1317 the same step of the lower range as attained on the higher range.

1318 11.6 Any grievance arising from this Article filed under the grievance procedure of this Agreement shall
1319 be limited to a claim that the procedures or provisions of Article 11.1 regarding voluntary and
1320 involuntary transfers have not been followed. No grievance arising under the grievance procedure
1321 of this Agreement shall challenge the reasons, standards or criteria for a transfer. Lompoc Unified
1322 School District Administrative Regulation AR 4244.1, Conflict Resolution, shall be the mechanism
1323 for addressing concerns which are excluded from the grievance procedure in this Article. An
1324 employee may be represented at all stages of the conflict resolution procedure by him/herself or, at
1325 his/her option, by a representative selected by the Association.

1326 **ARTICLE 12: SAVINGS PROVISIONS**

1327 12.1 If any provisions of this Agreement are held to be contrary or inconsistent with any law, whether
1328 such law be mandatory or permissive, by a court of competent jurisdiction or administrative
1329 determination by the legislative or executive branch of state government, such provisions will not
1330 be deemed valid and subsisting except to the extent permitted by law, but all other provisions will
1331 continue in full force and effect. In the event any article or section of this Agreement is held to be
1332 unlawful, the parties agree to meet within thirty (30) days after such determination for the purpose
1333 of endeavoring to arrive at a mutually satisfactory replacement for such article or section. The
1334 Association will not actively pursue any changes to this Agreement.



California School Employees Association



Lompoc Unified School District

1335 **ARTICLE 13: PROFESSIONAL GROWTH**

1336 13.1 The Professional Growth Program for Classified Employees is an organized activity to improve
1337 performance of employees in the classified service of the District, and to provide training for
1338 employees to gain new skills and abilities in order that they may do a better job for the students,
1339 the school district and for the community.

1340 13.2 Purpose

1341 13.2.1 It is the intent of this program to encourage and monetarily reward members of the
1342 classified staff with compensation for continued growth and development in their positions.

1343 This professional growth will directly benefit the District and the students served by it.

1344 13.3 Eligibility

1345 13.3.1 All permanent bargaining unit members shall be eligible to participate in the Professional
1346 Growth Program.

1347 13.4 Professional Growth Committee

1348 13.4.1 A Professional Growth Committee shall be formed for the purpose of evaluating activities
1349 for professional growth credit, including the maintenance of an up-to-date list of suggested
1350 courses for all areas of the classified service, and for the purpose of presenting all
1351 recommendations to the Superintendent or designee for approval.

1352 13.4.2 The Committee will review the operation of the Professional Growth Program as necessary,
1353 and make recommendations for revisions to the Superintendent or designee.

1354 13.4.3 The Committee will shall meet as often as necessary up to once per month (twelve times
1355 per year) during the calendar year in order to provide appropriate and adequate services to
1356 the classified employees who may enroll in the program.

1357 13.4.5 The Committee shall consist of six (6) members, three (3) of whom shall be selected by
1358 the Association and the other three (3) members shall be selected by the Director of
1359 Classified Personnel.

1360 **ARTICLE 13: PROFESSIONAL GROWTH (continued)**

1361 13.4.8 The Committee shall select a chairperson annually.

1362 13.4.9 The Director of Classified Personnel shall serve as advisor and ex-officio member of the
1363 Committee. A secretary to the Committee shall be provided from the Classified Personnel
1364 Office.

1365 13.5 **Professional Growth Credits**

1366 13.5.1 One (1) point per semester unit for committee-approved accredited college, community
1367 college, trade school, or adult education classes.

1368 13.5.2 When semester unit credit is not specified, 18 hours of class time= 1 point; 9 hours=½
1369 point; 6 hours = 1/3 point.

1370 13.5.3 Courses taken from accredited correspondence schools will be accepted and prorated
1371 according to semester hours of credit allowed for the course.

1372 13.5.4 Prorated point credit will be granted for approved job related workshop attendance, based
1373 on one (1) point for each fifteen (15) hours of attendance.

1374 13.5.5 No employee shall receive credit for classes/workshops attended during the working day
1375 if he/she is being paid for his/her regular services with the following exceptions:

1376 a. Courses that are sponsored by an accredited college, require a tuition fee and work
1377 outside of class time will be recognized provided that a passing grade is granted
1378 by the college.

1379 b. If a workshop commences during the work day and continues beyond the normally
1380 scheduled work day, credit will be granted for the prorated time taken beyond
1381 working hours. In order to determine the proration, the actual time of the course or
1382 workshop will be determined and that portion completed outside working hours
1383 will be approved for credit. Items (a) and (b) above are contingent upon meeting
1384 the other criteria set forth in the Professional Growth Program.

1385 13.5.6 A pre-approved list of courses will be maintained by Classified Human
1386 Resources on the LUSD website and annually updated by the Professional Growth
1387 Committee.

1388 13.6 **Qualifications for Professional Growth Increment**

1389 In order to qualify for a professional growth increment, the following steps must be followed:

1390 13.6.1.1 An intent to participate in the Professional Growth Program must be filed with the
1391 Classified Personnel Office on the designated form. If an employee chooses to participate
1392 in a certain activity without prior approval of the Committee and the Superintendent or

1393 **ARTICLE 13: PROFESSIONAL GROWTH (continued)**

1394 designee, they assume the risk of not receiving credit for the experience.

1395 13.6.1.2 Request for approval of specific course work should be submitted to the Committee prior
1396 to the beginning of the course in order to insure credit. Credit may be granted after a course
1397 is completed without prior approval at the discretion of the Committee. In considering
1398 approval of specific coursework for professional growth credit, the Professional Growth
1399 Committee shall consider whether the specific coursework is job related or related to
1400 another job within the District.

1401 13.6.1.3 Verification of growth activities must be presented to the Committee for evaluation.
1402 Official transcripts must be submitted for college course credit. For adult education classes,
1403 the instructor's signature verifying attendance and satisfactory completion of the course
1404 will be accepted in lieu of a transcript. Satisfactory evidence of workshop attendance will
1405 be required.

1406 13.6.1.4 The first (1st) and second (2nd) professional growth increment will be granted after the
1407 employee has accrued eighteen (18) verified points per increment, and has completed at
1408 least one (1) year of service per increment after the filing date of the intent form. The third
1409 (3rd) and fourth (4th) professional growth increments will be granted after the employee
1410 has accrued twelve (12) verified points per increment and has completed at least one (1)
1411 year of service after the filing date of the intent form. There is no maximum time limit on
1412 completion.

1413 13.6.1.5 Except for the initial professional growth period, new professional growth
1414 periods may not commence until successful completion of the prior period. The total
1415 number of increment awards shall not exceed a total of four (4).

1416 13.6.1.6 The professional growth increment will be effective on the first (1st) day of the month
1417 following submission of paperwork which verifies completion of course work to the
1418 Classified Personnel Office.

1419 13.6.1.7 Any points earned beyond the points necessary to earn an increment in any growth period
1420 may be carried over into the next period.

1421 13.6.1.8 It is the responsibility of the employee to file the intent, apply for professional growth
1422 credit, and verify completion of course work or other growth activity.

1423 **ARTICLE 13: PROFESSIONAL GROWTH (continued)**

1424 13.7 Records

1425 13.7.1 Each employee's permanent professional growth record showing his/her points accrued,
1426 together with appropriate verification, will be kept in the Classified Personnel Office.

1427 13.8 Awards

1428 13.8.1 The professional growth award will be made when the employee has met the
1429 requirements as outlined in Article 13.6.1.6. Each award will be superimposed on
1430 preceding awards.

1431 13.8.2 Each full-time employee who qualifies will receive three hundred seventy six dollars and
1432 ten cents (\$412.56) beginning in 2016 per year, paid in ten (10) monthly installments.

1433 13.8.3 Permanent employees working on a part-time basis will receive the above award prorated
1434 in relation to a full working day of eight (8) hours, with a minimum award of fifty percent
1435 (50%) for employees who work four (4) hours daily or less.

1436 13.10 Professional Learning Activities

1437 Two (2) work days shall be designated as Professional Learning Activity Days and are part of the
1438 contract year of all employees who work less than twelve (12) months. Professional learning
1439 activity days can be taken in less than full day increments. Professional learning activities are
1440 mandatory for all bargaining unit members. Twelve (12) month employees shall attend the
1441 equivalent of one (1) work day of professional learning activities per year. Professional Learning
1442 activities for school-based unit members shall be coordinated with non-student duty days. Use of
1443 such time shall be coordinated with the immediate supervisor.

1444 13.11 Professional Development Activities

1445 13.11.1 The District shall provide release time and pay for costs for selected paraeducators to
1446 attend relevant Professional Development training annually. This may include, but not be
1447 limited to, the CSEA Paraeducator Conference. A minimum of two (2) unit members
1448 shall be selected to attend annually by mutual agreement of the District and Association.

1449 13.11.2 The District shall provide release time and pay for costs for selected operation staff to
1450 attend relevant Professional Development training annually. This may include, but not be

1451 **ARTICLE 13: PROFESSIONAL GROWTH (continued)**

1452 limited to, the CSEA MOT (Maintenance, Operations and Transportation) Conference. A
1453 minimum of two (2) unit members shall be selected to attend annually by mutual
1454 agreement of the District and Association.



California School Employees Association



Lompoc Unified School District

1455 **ARTICLE 14: SAFETY**

1456 14.1 Bargaining unit members shall be provided a place of employment which is safe and healthful
1457 pursuant to Labor Code 6400(a). Bargaining unit members shall report suspected unsafe
1458 conditions or directives to their immediate supervisor. If the immediate supervisor is directly
1459 involved in the unsafe condition or directive, the bargaining unit member shall report to the
1460 Director (or other Administrator) of Pupil Support Services. Bargaining unit members shall not be
1461 discriminated against as a result of reporting suspected unsafe conditions to their immediate
1462 supervisor or Director (or other Administrator) of Pupil Support Services.

1463 14.2 The Association may appoint two (2) CSEA representatives to the LUSD Safety Committee. The
1464 minutes of the LUSD Safety Committee shall be distributed to all classified unit members following
1465 each meeting.

1466 14.3 Verified claims for destruction or damage to personal items of employees (such as glasses, dentures
1467 and watches) while in the line of duty may be reimbursed to the employee in accordance with the
1468 law.

1469 14.4 Tools

1470 For the purposes of this section, "tool" refers to a mechanical, electrical or electronic hand
1471 instrument that is used to maintain and repair District vehicles. The District agrees to provide a
1472 monthly stipend of sixty dollars and eighty-two cents (\$60.82) to offset the service of mechanics
1473 supplying and maintaining personally owned tools. This article applies to Bus Driver/Service
1474 Mechanic, Lead Vehicle and Equipment Mechanic, and Vehicle and Equipment Mechanic.

1475 **ARTICLE 15: EVALUATION**

1476 15.1 Definition

1477 The primary purpose of the evaluation is to assess the bargaining unit member’s skills in relation
1478 to the job duties of their specific classification. The evaluation shall be conducted in good faith
1479 with the goal of accurately assessing the unit members’ work performance and be based on
1480 observation or knowledge. The process should acknowledge employees whose work performance
1481 meets or exceeds expectations, encourages professional growth, and when improvement is
1482 needed, offers a specific plan to facilitate said improvement.

1483 The absence of timely evaluations indicates the employee meets job performance standards. All
1484 evaluations will be completed using Classified Employee Evaluation-Personnel Form 112
1485 (Appendix G)

1486 15.2 The Evaluation Process

1487 15.2.1 The evaluator shall be the supervisor who directly observes and directs the unit member’s
1488 work on a routine basis. The management employee shall be allowed to seek recommendations
1489 from the unit member having lead responsibilities over the unit member being evaluated. Unit
1490 members (e.g. instructional assistants) may request that their formal evaluator conduct a direct
1491 observation prior to the written evaluation. Further, the District will consider any request by an
1492 instructional assistant to not seek direct input from their assigned teacher.

1493 15.2.2 The evaluator will prepare the evaluation and facilitate a meeting with the employee in
1494 person to review the evaluation. No evaluation will be placed in the employee’s
1495 personnel file without the opportunity for discussion between the employee and the
1496 evaluator.

1497 15.2.3 The employee may request a follow-up meeting within three (3) working days of the
1498 initial meeting to address concerns regarding their evaluation. The follow-up meeting will
1499 occur within five (5) working days of the request.

1500 15.2.4 Signed and dated copies of the evaluation documentation shall be submitted to the unit
1501 member.

1502 15.2.5 The employee’s signature on the evaluation signifies review and receipt of the evaluation.
1503 The unit member shall have the right to submit a written response at any time, which
1504 shall be attached to the evaluation in the personnel file.

1505 **ARTICLE 15: EVALUATION (continued)**

1506 15.2.6 No grievance shall challenge the content, substance, standards or criteria of the
1507 evaluation and review. Any grievance regarding evaluations shall be limited to a claim
1508 that the foregoing procedures have been violated.

1509 15.3 Probationary Employees

1510 15.3.1 Probationary employees shall be evaluated ~~at~~ by the end of the third (3rd) and fifth (5th)
1511 months of employment and as needed, based on the determination of the employee's
1512 immediate supervisor.

1513 15.3.2 When an employee receives an evaluation during the probationary period and receives a
1514 "Needs to Improve" or "Unsatisfactory", the the evaluation will include feedback,
1515 including strategies to improve job performance.

1516 15.4 Permanent Employees

1517 15.4.1 Permanent employees shall be evaluated once every two (2) years within the evaluation
1518 period, ~~or~~ and as needed based upon the determination of the employee's supervisor.
1519 Employees may request an off-cycle evaluation from their supervisor, which will not
1520 change the date of the next on-cycle evaluation pursuant to this article. The Classified HR
1521 office shall notify both the supervisor and the affected employees of the due date of
1522 evaluations by August 1st of each school year.

1523 15.4.2 The date for completion of the evaluation process for permanent employees is as
1524 follows:

- 1525 a. A-F - No later than November 15
- 1526 b. G-M - No later than January 15
- 1527 c. N-S - No later than March 15
- 1528 d. T-Z - No later than May 15

1529 The bargaining unit member's last name shall be used.

1530 15.4.3 Prior to an evaluation of a permanent employee that includes a "Needs Improvement"
1531 or "Unsatisfactory" rating, a Corrective Action Plan (Appendix H) must have been
1532 implemented.

1533 **ARTICLE 15: EVALUATION (continued)**

1534 15.4.4 If any category on the performance evaluation of a permanent employee is rated “Needs
1535 Improvement” or “Unsatisfactory” the evaluation will include a Corrective Action Plan
1536 (Appendix H).

1537 15.4.5 A Corrective Action Plan (Appendix H) shall include all the following for each
1538 performance factor in which “Needs Improvement” or “Unsatisfactory” is being
1539 considered prior to the evaluation or rated on the evaluation:

- 1540 a. Statement of the problem or concern
- 1541 b. The desired improvement
- 1542 c. Suggestions as to how to improve
- 1543 d. Provisions to assist the employee
- 1544 e. A schedule for monitoring progress

1545 15.4.5.1 The schedule for monitoring progress in the Corrective Action Plan will include
1546 a follow-up meeting scheduled no later than six (6) months from the date of the
1547 Corrective Action Plan and may include a new evaluation date to allow the
1548 employee sufficient time for improvement prior to evaluation.

1549 15.5 **Promotional Probationary Employees**

1550 15.5.1 Promotional Probationary employees are permanent employees who have been selected for
1551 a promotion to a higher job classification.

1552 15.5.2 A promotional probationary employee shall be evaluated by the end of the third (3rd) and
1553 fifth (5th) months of employment and as needed, based on the determination of the
1554 employee’s immediate supervisor.

1555 15.5.3 When an employee receives an evaluation during the probationary period and receives a
1556 “Needs Improvement” or “Unsatisfactory,” the evaluation will include feedback, including
1557 strategies to improve job performance.

1558 15.6 **Memorandum Concerning (PERS 63)**

1559 15.6.1 A Memorandum Concerning (PERS 63) shall be written, signed and issued by the
1560 employee’s immediate management supervisor. The supervisor shall schedule a meeting
1561 and inform the employee not less than twenty-four (24) hours in advance of said meeting.

1562 15.6.2 The supervisor shall inform the employee of his/her right to have a union representative
1563 present during any meeting which is investigative, disciplinary or may lead to

1564 **ARTICLE 15: EVALUATION (continued)**

1565 disciplinary action.

1566 15.6.3 The Memorandum Concerning (PERS 63) shall be presented to the office of the Assistant
1567 Superintendent, Human Resources, within ten (10) days of being issued.

1568 15.6.4 The employee shall have the right to respond in writing to the Memorandum Concerning
1569 (PERS 63) at any time. The written response of the employee shall be delivered to the
1570 office of the Assistant Superintendent, Human Resources, which shall be immediately
1571 attached to the Memorandum Concerning (PERS 63) and all subsequent copies.

1572 15.7 **Sealing of Materials in Personnel File**

1573 At the request of a unit member, the District shall seal any derogatory materials that are not part of
1574 an ongoing disciplinary action after they have been on file for a period of three (3) or more years.
1575 Access to sealed materials is granted only to the employee, the Superintendent and Assistant
1576 Superintendent, Human Resources and may not be shared, except in compliance with a legal or
1577 administrative law process. Employees will be notified when the Superintendent or Assistant
1578 Superintendent, Human Resources accesses sealed material in their personnel file, unless to do so
1579 might compromise an ongoing investigation.

1580 **ARTICLE 16: REDUCTION OF HOURS, LAYOFF AND RE-EMPLOYMENT PROCEDURES**

1581 16.1 Definition of Layoff

1582 Action taken by the Board of Education to eliminate a regular position because of a lack of work
1583 or lack of funds.

1584 Reduction

1585 Action taken by the Board of Education to shorten a position's hours, days, or work year.

1586 16.2 Reasons for Layoff

1587 The District may lay off unit employees because of lack of work or lack of funds.

1588 16.3 Notice of Layoff

1589 In accordance with Education Code 45117, the District shall send written notice of layoff for the
1590 ensuing school year to the affected unit employee(s) and to the Association no later than March
1591 15th, informing the employee(s) of his/her displacement rights, if any, and re-employment rights.
1592 Any notice of layoff shall indicate the reason(s) for the layoff.

1593 16.3.1 In accordance with Education Code 45117, when layoffs are a result of the expiration of a
1594 specially funded program, the District shall send written notice of layoff to the affected
1595 unit employee(s) and to the Association no later than sixty (60) working days prior to the
1596 effective date of layoff, informing the employee(s) of his/her displacement rights, if any,
1597 and re-employment rights. Any notice of layoff shall indicate the reason(s) for the layoff.

1598 16.3.2 In accordance with Education Code 45117, the written layoff notice shall include the right
1599 of the employee to request a hearing to determine if there is cause for the layoff, provided
1600 the request is delivered in writing to the Director of Classified Human Resources within
1601 seven (7) calendar days of the receipt of the notice of layoff.

1602 16.4 Order of Layoff

1603 16.4.1 The order of layoff of unit employees within a class shall be determined by length of
1604 service. The employee who has been employed the shortest time in the affected class,
1605 plus higher classes, shall be laid off first (1st). An employee who is laid off and/or
1606 reduced in hours from a class and who has previous regular service in a lower class shall
1607 have the right to bump an employee with less seniority in that class.

1608 16.4.2 In the case of two (2) or more unit employees having the same length of service in the
1609 class, the order of layoff of such employees shall be determined by seniority with the
1610 District (date of hire) and finally by lot.

1611 **ARTICLE 16: REDUCTION OF HOURS, LAYOFF AND RE-EMPLOYMENT PROCEDURES**

1612 (continued)

1613 16.4.3 For purposes of this section, "length of service" means seniority in a classification by date
1614 of hire.

1615 16.4.4 Nothing contained in this section shall preclude the granting of "length of service" credit
1616 for military leave of absence, unpaid illness leave, or unpaid industrial accident leave.

1617 16.4.5 Seniority by date of hire in a classification shall not be interpreted to mean any service
1618 performed prior to entering into probationary or permanent status in the classified service
1619 of the District.

1620 16.5 Demotion in Lieu of Layoff

1621 16.5.1 A unit employee subject to layoff may, in lieu of such layoff, if qualified and subject to the
1622 provisions of this section, elect to be demoted to a lower job class in which that employee
1623 formerly served.

1624 16.5.2 To be considered for demotion in lieu of layoff, which demotion would result in the
1625 displacement of a unit employee with less length of service subject to the provisions of this
1626 Article, the unit employee shall be required to notify the Classified Personnel Office in
1627 writing of such election not later than five (5) work days after receiving the notice of layoff.

1628 16.5.3 A unit employee who elects demotion in lieu of layoff shall, nonetheless, be placed on a
1629 thirty-nine (39) month re-employment list and shall be eligible, when a classified vacancy
1630 occurs, to return to his/her former job class according to seniority.

1631 16.5.4 Eligibility for re-employment for employee(s) who elect demotion shall be extended for an
1632 additional twenty-four (24) months provided that the same tests of fitness under
1633 which they qualified for appointment to the class shall still apply.

1634 16.6 Re-employment Procedures

1635 16.6.1 A unit employee who is laid off shall be placed on a thirty-nine (39) month re-employment
1636 list. The employee shall be required to maintain his/her current address and telephone
1637 number on file with the Classified Personnel Office.

1638 16.6.2 If, during a unit employee's eligibility period for re-employment, a classification to which
1639 he/she has re-employment rights becomes vacant, the Director of Classified Personnel shall
1640 send written notice by certified mail return receipt to the last known address of
1641 such unit employee(s) advising him/her of the vacancy, providing such employee meets
1642 the minimum qualification required of the classification. Such person shall be re-employed
1643 in preference to new applicants.

1644 **ARTICLE 16: REDUCTION OF HOURS, LAYOFF AND RE-EMPLOYMENT PROCEDURES**
1645 **(continued)**

1646 16.6.3 A unit employee who receives such notice of re-employment and does not accept in writing
1647 the offer of re-employment within five (5) calendar days, shall be deemed to have rejected
1648 the offer of re--employment.

1649 16.7 Seniority List

1650 At least fifty (50) calendar days prior to the effective date of a layoff, the District will
1651 provide the Association with a seniority roster.

1652 **ARTICLE 17: CONCERTED ACTIVITIES**

1653 17.1 It is agreed and understood that there will be no lock-out by the District and there will be no
1654 strike, work stoppage, walk-out, slow-down, picketing or refusal or failure to fully and faithfully
1655 perform job functions and responsibilities, or other interference with the operations of the District
1656 by the Association or by its officers, agents, or members during the term of this Agreement.

1657 17.2 The District and the Association recognize the duty and obligation of its representatives to
1658 comply with the provisions of this Agreement and to make every effort toward inducing all
1659 employees to do so. In the event of a strike, work stoppage, walk-out, slow-down, or other
1660 interference with the operations of the District by employees who are represented by the
1661 Association, the Association agrees in good faith to take all necessary steps to cause those
1662 employees to cease such action.

1663 17.3 It is agreed and understood that any employee violating this Article may be subject to discipline
1664 up to and including termination by the District.

1665 17.4 It is understood that in the event this Article is violated by the Association, the District shall be
1666 entitled to withdraw any rights, privileges or services provided for in this Agreement, district
1667 policy from the Association.

1668 17.6 It is understood that if there is a lockout by the District, the District shall be liable for all wages
1669 and benefits lost by unit members who have been locked out.

1670 **ARTICLE 18: SUPPORT OF AGREEMENT**

1671 18.1 The Association agrees that it is to its benefit to encourage the resolution of differences through
1672 the meet and negotiation process.



California School Employees Association



Lompoc Unified School District

1673 **ARTICLE 19: EFFECT OF AGREEMENT**

1674 19.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail
1675 over District policies, practices and procedures and over State laws to the extent permitted by
1676 State law, and that in the absence of specific provisions in this Agreement such policies, practices
1677 and procedures are discretionary with the District.



California School Employees Association



Lompoc Unified School District

1678 **ARTICLE 20: COMPLETION OF MEET AND NEGOTIATE**

1679 20.1 During the term of this Agreement, the Association and the District expressly waives and
1680 relinquishes the right to meet and negotiate and agrees that the District and the Association shall
1681 not be obligated to meet and negotiate with respect to any subject or matter except items within
1682 the scope of bargaining which are new as a result of newly enacted legislation, whether or not
1683 referred to or covered in this Agreement, even though such subject or matter may not have been
1684 within the knowledge or contemplation of either or both the District or the Association at the time
1685 they met and negotiated on and executed this Agreement, and even though such subjects or
1686 matters were proposed and later withdrawn.



California School Employees Association



Lompoc Unified School District

1687 **ARTICLE 21: TRANSPORTATION**

1688 21.1 Assignment of Daily Routes for Bus Drivers and Transportation Attendants

1689 As a result of the unique characteristics of the Transportation department, the following
1690 provisions have been developed and apply only to the Transportation department bargaining unit
1691 members. This article is not intended to preclude application of the remaining articles of the
1692 agreement to Transportation department unit members.

1693 21.1.1 The District shall hold a paid orientation meeting for bargaining unit members on a day
1694 set by management at the last Transportation safety meeting in each school year for the
1695 following school year. One of the purposes of this meeting is to update the bus drivers
1696 and transportation attendants on any new regulations and policies governing bus drivers
1697 and transportation attendants.

1698 21.1.2 Seniority for the purposes of this Article shall be the unit member's date of hire as a Bus
1699 Driver or attendant, adjusted for any period in non-paid status. Ties in seniority shall be
1700 broken through a lottery held at the beginning of each fiscal year, prior to the bidding for
1701 routes for the new school year.

1702 21.1.3 The bidding process for initial routes for the school year:

- 1703 a. Five (5) working days prior to the first day of the traditional school year, the
1704 District shall establish, and allow drivers to view, the bus routes for the
1705 beginning of school. Bus Routes shall be made available in person, printed, at the
1706 transportation department office and by district email to all transportation
1707 department employees.
- 1708 b. The bidding process will take place three (3) working days prior to the first day
1709 of the school year.
- 1710 c. The driver with the greatest seniority will be the first to exercise their right to
1711 select any bus route of their choice, to be followed by other drivers in descending
1712 order of seniority, provided the driver has the necessary driving and student
1713 handling ability as determined by the transportation department manager in
1714 consultation with the bus driver/instructor and employee. Assignment of bus
1715 routes to attendants will follow the same procedure.

1716 **ARTICLE 21: TRANSPORTATION (continued)**

1717 d. School bus drivers and transportation attendants shall be allotted a maximum of
1718 10 (ten) minutes for the purposes of bidding an assignment.

1719 e. Between the bidding process and the first day of school, and on a working day
1720 and during working hours, school bus drivers shall conduct a practice run of their
1721 bid route. The bus driver will be paid for the practice run for an amount not to
1722 exceed 30 minutes beyond the length of the total time of their bid route
1723 schedule. Drivers will also be expected to ensure that their buses are properly
1724 supplied and cleaned.

1725 21.1.4 The bumping process:

1726 a. At the end of thirty-five (35) school days, the District shall determine, and allow
1727 drivers to view, new or modified bus routes. Drivers and attendants who wish to
1728 bump for a new or modified route must notify the Transportation Manager or
1729 designee in writing of their desire to bump by the end of forty (40) school days.
1730 Requests for a new route will be considered in order of seniority. The
1731 Transportation Manager or designee will communicate and distribute the new
1732 routes to all affected drivers/attendants by the end of forty-five (45) school days,
1733 unless the Transportation Manager or designee communicates to drivers and
1734 attendants of a delay caused by extenuating circumstances.

1735 b. The displaced driver and transportation attendant shall receive a bus route or
1736 work schedule at least equal in hours to his/her previously held route unless the
1737 employee has received a layoff notice pursuant to Article 16: Reduction of
1738 Hours, Layoff, and Re-employment Procedures.

1739 c. Bus Drivers may only bump within a category in which they are qualified.

1740 d. If the displaced Bus Driver does not have an option to bump a less senior Bus
1741 Driver in their category, the displaced Bus Driver must become certified as
1742 qualified to drive the type of vehicle which is assigned to the vacant route as
1743 soon as practicable.

1744 21.1.5 A driver or transportation attendant who selects a route assignment which provides fewer
1745 working hours than ~~he/she~~ they had prior to ~~his/her~~ their selection shall be deemed to
1746 have taken a voluntary reduction in hours for that school year. The newly selected hours
1747 shall be used in all calculations for vacation, retirement and benefits.

1748 **ARTICLE 21: TRANSPORTATION (continued)**

1749 21.1.6 Changes to Established Routes

1750 After the routes are established as delineated in the bumping process, Article 21.1.3,
1751 newly established routes or changes in total weekly route time shall be made as follows:

1752 a. Increase in Established Route Times

1753 Increase in weekly route time of one hundred and fifty (150) minutes or more
1754 shall be made according to the procedures for Newly Established and Vacated
1755 Routes below.

1756 b. Decreases in Established Route Times

1757 Decreases in weekly route time require Board of Education action and shall
1758 adhere to Article 16: Layoffs and Reductions.

1759 c. Newly Established and Vacated Routes

1760 Newly established/vacated routes, inclusive of mid-day routes, shall be
1761 considered a vacancy and shall be posted for at least five (5) working days for
1762 bid. A written request for the increased hours must be made within the five (5)
1763 working days and submitted to the Transportation Manager.

1764 The routes will be assigned on a seniority basis provided there is an increase in
1765 weekly route time for the unit member requesting the increase.

1766 d. Posting of Transportation Routes

1767 The regular hours of each driver or transportation attendant shall be posted on the
1768 transportation bulletin board. These hours constitute the official hours assigned
1769 to all drivers and transportation attendants at the commencement of the school
1770 year. Any permanent changes in these hours and the date of said changes will
1771 also be indicated on this bulletin board.

1772 21.2 Daily Extra Assignments

1773 21.2.1 A substitute relief driver shall not be assigned when a regular driver is available
1774 for those runs which are not tied to another run. An availability chart shall be
1775 posted in the Transportation Department and drivers shall be required to sign in
1776 each day indicating their availability for the following day. Assignment shall be
1777 on a seniority basis provided it does not place the unit member in an overtime

1778 **ARTICLE 21: TRANSPORTATION (continued)**

1779 status. A new chart shall be posted by management each day.

1780 21.2.2 Bus Drivers and Transportation Attendants shall be compensated at a minimum of
1781 two (2) hours pay for each regular run which is not an emergency or tied into
1782 another established run, provided that this does not place the driver or
1783 Transportation Attendant in overtime status. These hours are to be considered
1784 hours worked for all purposes of this agreement. It is understood that unit members
1785 will be available to perform duties, as assigned, during this time
1786 period. Employees may elect to leave prior to the expiration of two (2) hours with
1787 commensurate loss of pay, or leave with approval of the immediate supervisor.

1788 21.3 Assignment of Special Trips

1789 Assignment of special trips to bus drivers shall be as follows:

1790 21.3.1 Special trip assignments shall be assigned so as to equalize as nearly as possible total
1791 special trip time paid among all bus drivers, according to the criteria below (Bus Driver I,
1792 Bus Driver II and Bus Driver/Service Mechanic, Bus Driver/Instructor) subject to Article
1793 21.1.

1794 a. Qualifications: Some field trips require a particular piece of equipment or special
1795 driving skill beyond the basic standards established by the District, such as
1796 driving and student handling ability as indicated in writing on the training record
1797 (Form T-02), mountain qualified, transport wheelchair bound students, training
1798 status, etc.

1799 b. Equalization: Processing the total special trips hours worked.

1800 c. Seniority: The first two (2) factors being equal, the most senior driver will be
1801 assigned the special trip

1802 21.3.2 Under normal circumstances, the transportation department shall assign known field trips
1803 by Wednesday for the following week (Monday through Sunday).

1804 21.3.3 For the purpose of equal assignment of special trips, ongoing trip charts shall be
1805 maintained and posted by the District for the regular school year. One trip chart shall be

1806 **ARTICLE 21: TRANSPORTATION (continued)**

1807 for regular school days and the other shall be for weekends and holidays during the
1808 regular school year. This trip chart shall be continuous from year to year on a cumulative
1809 basis. Newly employed unit members shall be placed on the trip chart in the following
1810 manner. The District shall compute the mean (average) of the trip board chart and insert
1811 the new employee at the mean (average).

1812 a. After each special trip, drivers shall post the hours to the trip board.

1813 21.3.4 The driver ending a regular run at the school requesting the trip will be assigned, in most
1814 instances, the special trip.

1815 21.3.5 A driver who refuses a special trip, provided ~~he/she~~ they have ~~has~~ been given at least
1816 forty-eight (48) hours notice, shall return the assigned special trip to the transportation
1817 department by 10am of the second business day after the special trip is assigned (i.e. by
1818 Friday 10am for special trips assigned on Wednesday). The refused trip will be charged
1819 against the driver on the appropriate chart.

1820 a. If the forty-eight (48) hours notice is not provided, the driver will not be charged
1821 the time.

1822 21.3.6 Any driver may be excused for up to six (6) special assignments for any reason during a
1823 school year without having such excused time charged against the driver on the ongoing
1824 trip board chart, subject to the following conditions:

1825 a. Before the assignment is made, the driver shall submit on the appropriate form a
1826 written request to be excused. Such requests shall be dated and time stamped to
1827 accurately reflect receipt in the Central Services Office. If a driver submits
1828 his/her request to be excused and use of that excuse is not necessary, then the day
1829 shall be credited back to the driver provided other qualified drivers are available
1830 to cover all assignments scheduled for that day.

1831 b. If excusing all drivers who submit requests for a given day would leave an
1832 insufficient number of qualified drivers to meet special assignments for that day,
1833 preference for being excused shall be given to the written request with the
1834 earliest date and time stamp.

1835 c. This allowance of six (6) assignments shall not be accumulated from one (1)
1836 school year to another.

1837 **ARTICLE 21: TRANSPORTATION (continued)**

1838 21.3.7 Any driver who is unable to fulfill a special trip assignment including a Saturday, Sunday
1839 or evening trip, due to documented personal necessity leave/medical reasons
1840 or while using provisions under Article 10: Leave Provisions shall not have such trip
1841 time charged against him/her. Personal necessity leave for the purposes of this section
1842 shall be defined by Article 10.3 Personal Necessity Leave, specifically 10.3.2.2.

1843 21.3.8 When the differential on a trip chart between the driver with the highest number of hours
1844 and the driver with the lowest number of hours exceeds 175 hours, the transportation
1845 department shall provide a monthly report summarizing the assignments of special trips
1846 with justifications for trips given to the drivers with the highest number of hours.

1847 21.4 **Standby Time**

1848 21.4.1 Bus Drivers on special trips, including but not limited to, athletic events, field trips, and
1849 curricular trips, who are required to remain on standby for the duration of the event for
1850 which the special trip is made, shall be paid for all standby hours at their regular rate of
1851 pay. Whenever any combination of driving/working and standby hours in a day exceeds
1852 the established workday, as defined in Article 7.1, all excess hours shall be compensated
1853 at the appropriate overtime rate based on the employee's regular pay rate exclusive of
1854 meal breaks.

1855 21.4.2 No driver shall be required to drive more than ten (10) hours or work more than sixteen
1856 (16) hours in any twenty-four (24) hour period without an eight (8) hour continuous
1857 break. Drivers when out of the District, receiving an eight (8) hour break to meet above
1858 requirements will be paid no less than sixteen (16) hours in any twenty-four (24) hour
1859 period. In the event of a trip over twenty-four (24) hours in length, the driver shall be
1860 paid for sixteen (16) hours of each full twenty-four (24) hour period.

1861 21.4.3 Bus Drivers and Transportation Attendants on standby status shall be responsible for their
1862 bus and shall be available in the event of an emergency.

1863 21.5 **Transportation Employee Shirts**

1864 The District shall provide transportation employee shirts, and pay two hundred dollars (\$200.00)
1865 per year for the unit member to maintain and launder; District approved transportation
1866 shirts. This payment of two hundred dollars (\$200.00) shall be made over a period of ten (10)
1867 months effective after an employee has completed the probationary period. The payment will be
1868 increased in proportion to subsequent increases to Article 6: Compensation. Transportation

1869 **ARTICLE 21: TRANSPORTATION (continued)**

1870 employees will be assigned seven shirts and will be given additional shirts when needed as
1871 determined by the Manager, Transportation.

1872 **ARTICLE 22: FACILITY USE**

1873 22.1 Prior written permission from the site administrator is required to use District equipment, supplies,
1874 utilities, facilities, or vehicles for any purpose unrelated to the performance of their duties, except
1875 as authorized by another specific and express provision of this Contract and/or specifically
1876 authorized by California law. Employees shall not use District equipment, supplies, utilities,
1877 facilities or vehicles for any personal profit-making or personal entrepreneurial purpose. This
1878 Article is applicable to employees only, and is not intended to restrict the Association's rights.

1879 **ARTILE 23: TERM**

1880 23.1 This Agreement shall remain in full force and effect beginning July 1, 2022 up to and including
1881 June 30, 2025. Either party may notify the other in writing no later than March 31, 2025 of its
1882 request to modify, amend or terminate a successor agreement.

1883 23.2 It is agreed that the Association and the District shall each have the option to reopen two (2)
1884 articles for the 2023-2024 and 2024-2025 school years, and Article 6: Compensation and Benefits
1885 shall only be reopened for the 2024-2025 school year. Either one of both of the two (2) articles
1886 may be new articles. Notice by both parties of intent to reopen articles shall take place via written
1887 initial proposals to each other no later than June 30, 2023 and June 30, 2024, respectively, unless
1888 otherwise agreed upon by the Association and the District.

1889 23.3 Provided the provisions of Article 23.1 of this Agreement have been met, negotiations between
1890 the Association and the District for a successor agreement shall begin no sooner than ninety (90)
1891 days prior to the expiration date of the Agreement between the District and the Association,
1892 provided that there is not a decertification petition filed under Government Code section 3544.7.
1893 Reopener negotiations shall begin no later than one (1) month after presentation of a written
1894 initial proposal by either party. The District shall bring all initial proposals to the Board.



California School Employees Association



Lompoc Unified School District

LOMPOC UNIFIED SCHOOL DISTRICT
Classified Bargaining Unit Salary Schedule
Effective July 1, 2023

Range	Job Title	Step 1		Step 2		Step 3		Step 4		Step 5	
		Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour
20		2,948	17.01	2,948	17.01	2,962	17.09	3,113	17.96	3,268	18.85
21	Child Nutrition Services Worker I Student Supervision Aide	2,948	17.01	2,948	17.01	3,036	17.52	3,190	18.40	3,348	19.32
22		2,948	17.01	2,962	17.09	3,113	17.96	3,268	18.85	3,432	19.80
23		2,948	17.01	3,038	17.53	3,191	18.41	3,350	19.33	3,520	20.31
24	Child Nutrition Services Worker II Cook Paraeducator	2,966	17.11	3,115	17.97	3,271	18.87	3,437	19.83	3,608	20.82
25	Paraeducator - Bilingual	3,040	17.54	3,192	18.42	3,352	19.34	3,521	20.31	3,696	21.32
26	Transportation Attendant	3,116	17.98	3,272	18.88	3,438	19.83	3,609	20.82	3,790	21.87
27	Paraeducator - Special Education	3,194	18.43	3,353	19.34	3,522	20.32	3,699	21.34	3,885	22.41
28	Child Nutrition Services Worker - Site Lead I Student Safety Assistant Campus Liaison	3,274	18.89	3,439	19.84	3,610	20.83	3,791	21.87	3,980	22.96
29	Custodian Home School Community Liaison - Bilingual Language Assessment Technician Office Assistant	3,354	19.35	3,523	20.33	3,700	21.35	3,886	22.42	4,082	23.55
30		3,440	19.85	3,611	20.83	3,792	21.88	3,981	22.97	4,181	24.12
31	School Accounting Assistant I Child Nutrition Services Delivery Driver District Receptionist - Bilingual Sub caller Health Services Assistant Lead Custodian I Senior Custodian Senior Office Assistant Site Technology Support Assistant Delivery Driver	3,524	20.33	3,701	21.35	3,887	22.43	4,083	23.56	4,284	24.72
32	Grounds Maintenance Worker I Lead Cook Lead Custodian - Ed Center Complex Child Nutrition Services Worker - Site Lead II	3,615	20.86	3,795	21.89	3,985	22.99	4,184	24.14	4,393	25.34
33	School Bus Driver I Library Technician Staff Secretary	3,702	21.36	3,888	22.43	4,084	23.56	4,286	24.73	4,504	25.99
34	School Accounting Assistant II Career Center Technician Grounds Maintenance Worker II Lead Custodian II Pest Control and Turf Technician	3,796	21.90	3,986	23.00	4,185	24.14	4,394	25.35	4,614	26.62
35	School Bus Driver II District Community Liaison - Bilingual District Textbook Specialist Grounds Equipment Operator Printing Services Assistant Outreach Consultant Swimming Pool Operator Safety Officer	3,889	22.44	4,085	23.57	4,288	24.74	4,505	25.99	4,728	27.28
36	School Accounting Assistant III Lead Custodian III Registrar Tree Trimmer	3,987	23.00	4,189	24.17	4,396	25.36	4,618	26.64	4,849	27.98
37	Administrative Assistant I Warehouse Worker Delivery Driver Student Records and Testing Technician	4,087	23.58	4,290	24.75	4,507	26.00	4,732	27.30	4,970	28.67
38	Administrative Assistant II School Bus Driver/Mechanic Lead Language Assessment Technician	4,190	24.17	4,397	25.37	4,619	26.65	4,850	27.98	5,092	29.38
39	Accounting Technician Human Resources Technician - Certificated Human Resources Technician I - Classified Lead Grounds Maintenance Worker Payroll/Benefits Technician Transportation Instructor/Dispatcher	4,293	24.77	4,509	26.01	4,734	27.31	4,972	28.69	5,223	30.13
40	Administrative Assistant III District Translator Maintenance Worker II Irrigation Technician	4,400	25.39	4,622	26.67	4,852	27.99	5,096	29.40	5,352	30.88

41	Buyer District Attendance Technician Resources Technician II - Classified Human	4,510	26.02	4,736	27.32	4,974	28.70	5,225	30.14	5,487	31.66
42	Licensed Vocational Nurse Vehicle & Equipment Mechanic Speech Language Pathology Assistant	4,624	26.68	4,854	28.00	5,098	29.41	5,355	30.89	5,624	32.45
43	Senior Lead Grounds Maintenance Worker Administrative Assistant IV	4,737	27.33	4,975	28.70	5,226	30.15	5,488	31.66	5,763	33.25
44	Budget Analyst Computer Network Technician Computer Telecom Specialist HR Analyst - Certificated Payroll Analyst	4,856	28.02	5,102	29.44	5,359	30.92	5,626	32.46	5,909	34.09
45	Lead Vehicle & Equipment Mechanic Student Information Specialist	4,977	28.71	5,228	30.16	5,490	31.67	5,766	33.27	6,053	34.92
46	Carpenter Lead Computer Network Technician Locksmith Painter	5,105	29.45	5,361	30.93	5,629	32.48	5,911	34.10	6,208	35.82
47	Electrician Plumber Student Information Database Administrator	5,230	30.17	5,492	31.69	5,769	33.28	6,057	34.94	6,361	36.70
48		5,363	30.94	5,631	32.49	5,913	34.11	6,210	35.83	6,520	37.62
49	HVAC Technician Computer Electronic Technician	5,494	31.70	5,771	33.29	6,059	34.96	6,363	36.71	6,683	38.56
50	Instructional Specialist- VAPA	5,632	32.49	5,914	34.12	6,211	35.83	6,521	37.62	6,846	39.50
51		5,773	33.31	6,062	34.97	6,366	36.73	6,685	38.57	7,020	40.50
52	Printing Services Specialist	5,918	34.14	6,215	35.86	6,525	37.64	6,853	39.54	7,197	41.52
53		6,063	34.98	6,367	36.73	6,686	38.57	7,022	40.51	7,373	42.54
54		6,217	35.87	6,528	37.66	6,856	39.55	7,199	41.53	7,560	43.62
55		6,371	36.76	6,690	38.60	7,025	40.53	7,376	42.55	7,746	44.69
56		6,533	37.69	6,860	39.58	7,204	41.56	7,564	43.64	7,943	45.83
57	Network Engineer Web Developer	6,695	38.63	7,028	40.55	7,380	42.58	7,749	44.71	8,138	46.95
58		6,862	39.59	7,206	41.57	7,567	43.66	7,945	45.84	8,344	48.14
59		7,032	40.57	7,385	42.61	7,756	44.75	8,146	47.00	8,553	49.35

LOMPOC UNIFIED SCHOOL DISTRICT
Classified Bargaining Unit Longevity Schedule
Effective July 1, 2023

Longevity Steps		2.50%		4.50%		6.50%		9.50%		12.00%		15.00%	
Range	Job Title	10 Year		15 Year		20 Year		25 Year		30 Year		33 Year	
		Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour	Month	Hour
20		81.70	0.47	147.06	0.85	212.42	1.23	310.46	1.79	392.16	2.26	490.20	2.83
21	Child Nutrition Services Worker I Student Supervision Aide	83.70	0.48	150.66	0.87	217.62	1.26	318.06	1.83	401.76	2.32	502.20	2.90
22		85.80	0.50	154.44	0.89	223.08	1.29	326.04	1.88	411.84	2.38	514.80	2.97
23		88.00	0.51	158.40	0.91	228.80	1.32	334.40	1.93	422.40	2.44	528.00	3.05
24	Child Nutrition Services Worker II Cook Paraeducator	90.20	0.52	162.36	0.94	234.52	1.35	342.76	1.98	432.96	2.50	541.20	3.12
25	Paraeducator - Bilingual	92.40	0.53	166.32	0.96	240.24	1.39	351.12	2.03	443.52	2.56	554.40	3.20
26	Transportation Attendant	94.75	0.55	170.55	0.98	246.35	1.42	360.05	2.08	454.80	2.62	568.50	3.28
27	Paraeducator - Special Education	97.13	0.56	174.83	1.01	252.53	1.46	369.08	2.13	466.20	2.69	582.75	3.36
28	Child Nutrition Services Worker - Site Lead I Student Safety Assistant Campus Liaison	99.50	0.57	179.10	1.03	258.70	1.49	378.10	2.18	477.60	2.76	597.00	3.44
29	Custodian Home School Community Liaison - Bilingual Language Assessment Technician Office Assistant	102.05	0.59	183.69	1.06	265.33	1.53	387.79	2.24	489.84	2.83	612.30	3.53
30		104.53	0.60	188.15	1.09	271.77	1.57	397.20	2.29	501.72	2.89	627.15	3.62
31	School Accounting Assistant I Child Nutrition Services Delivery Driver District Receptionist - Bilingual Sub caller Health Services Assistant Lead Custodian I Senior Custodian Senior Office Assistant Site Technology Support Assistant Delivery Driver	107.10	0.62	192.78	1.11	278.46	1.61	406.98	2.35	514.08	2.97	642.60	3.71
32	Grounds Maintenance Worker I Lead Cook Lead Custodian - Ed Center Complex Child Nutrition Services Worker - Site Lead II	109.83	0.63	197.69	1.14	285.55	1.65	417.34	2.41	527.16	3.04	658.95	3.80
33	School Bus Driver I Library Technician Staff Secretary	112.60	0.65	202.68	1.17	292.76	1.69	427.88	2.47	540.48	3.12	675.60	3.90
34	School Accounting Assistant II Career Center Technician Grounds Maintenance Worker II Lead Custodian II Pest Control and Turf Technician	115.35	0.67	207.63	1.20	299.91	1.73	438.33	2.53	553.68	3.19	692.10	3.99
35	School Bus Driver II District Community Liaison - Bilingual District Textbook Specialist Grounds Equipment Operator Printing Services Assistant Outreach Consultant Swimming Pool Operator Safety Officer	118.20	0.68	212.76	1.23	307.32	1.77	449.16	2.59	567.36	3.27	709.20	4.09
36	School Accounting Assistant III Lead Custodian III Registrar Tree Trimmer	121.23	0.70	218.21	1.26	315.19	1.82	460.66	2.66	581.88	3.36	727.35	4.20
37	Administrative Assistant I Warehouse Worker Delivery Driver Student Records and Testing Technician	124.25	0.72	223.65	1.29	323.05	1.86	472.15	2.72	596.40	3.44	745.50	4.30
38	Administrative Assistant II School Bus Driver/Mechanic Lead Language Assessment Technician	127.30	0.73	229.14	1.32	330.98	1.91	483.74	2.79	611.04	3.53	763.80	4.41
39	Accounting Technician Human Resources Technician - Certified Human Resources Technician I - Classified Lead Grounds Maintenance Worker Payroll/Benefits Technician Transportation Instructor/Dispatcher	130.58	0.75	235.04	1.36	339.50	1.96	496.19	2.86	626.76	3.62	783.45	4.52
40	Administrative Assistant III District Translator Maintenance Worker II Irrigation Technician	133.80	0.77	240.84	1.39	347.88	2.01	508.44	2.93	642.24	3.71	802.80	4.63

41	Buyer District Attendance Technician Human Resources Technician II - Classified	137.18	0.79	246.92	1.42	356.66	2.06	521.27	3.01	658.44	3.80	823.05	4.75
42	Licensed Vocational Nurse Vehicle & Equipment Mechanic Speech Language Pathology Assistant	140.60	0.81	253.08	1.46	365.56	2.11	534.28	3.08	674.88	3.89	843.60	4.87
43	Senior Lead Grounds Maintenance Worker	144.08	0.83	259.34	1.50	374.60	2.16	547.49	3.16	691.56	3.99	864.45	4.99
44	Administrative Assistant IV Budget Analyst Computer Network Technician Computer Telecom Specialist HR Analyst - Certificated Payroll Analyst	147.73	0.85	265.91	1.53	384.09	2.22	561.39	3.24	709.08	4.09	886.35	5.11
45	Lead Vehicle & Equipment Mechanic Student Information Specialist	151.33	0.87	272.39	1.57	393.45	2.27	575.04	3.32	726.36	4.19	907.95	5.24
46	Carpenter Lead Computer Network Technician Locksmith Painter	155.20	0.90	279.36	1.61	403.52	2.33	589.76	3.40	744.96	4.30	931.20	5.37
47	Electrician Plumber Student Information Database Administrator	159.03	0.92	286.25	1.65	413.47	2.39	604.30	3.49	763.32	4.40	954.15	5.50
48		163.00	0.94	293.40	1.69	423.80	2.45	619.40	3.57	782.40	4.51	978.00	5.64
49	HVAC Technician Computer Electronic Technician	167.08	0.96	300.74	1.74	434.40	2.51	634.89	3.66	801.96	4.63	1,002.45	5.78
50	Instructional Specialist -VAPA	171.15	0.99	308.07	1.78	444.99	2.57	650.37	3.75	821.52	4.74	1,026.90	5.92
51		175.50	1.01	315.90	1.82	456.30	2.63	666.90	3.85	842.40	4.86	1,053.00	6.08
52	Printing Services Specialist	179.93	1.04	323.87	1.87	467.81	2.70	683.72	3.94	863.64	4.98	1,079.55	6.23
53		184.33	1.06	331.79	1.91	479.25	2.76	700.44	4.04	884.76	5.10	1,105.95	6.38
54		189.00	1.09	340.20	1.96	491.40	2.84	718.20	4.14	907.20	5.23	1,134.00	6.54
55		193.65	1.12	348.57	2.01	503.49	2.90	735.87	4.25	929.52	5.36	1,161.90	6.70
56		198.58	1.15	357.44	2.06	516.30	2.98	754.59	4.35	953.16	5.50	1,191.45	6.87
57	Network Engineer Web Developer	203.45	1.17	366.21	2.11	528.97	3.05	773.11	4.46	976.56	5.63	1,220.70	7.04
58		208.60	1.20	375.48	2.17	542.36	3.13	792.68	4.57	1,001.28	5.78	1,251.60	7.22
59		213.83	1.23	384.89	2.22	555.95	3.21	812.54	4.69	1,026.36	5.92	1,282.95	7.40

ARTICLE I: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District per its Resolution dated May 6, 1976, which includes:

JOB TITLE	
Account Clerk I - Bilingual	Lead Custodian III
Accounting Technician	Lead Custodian – Education Center Complex
Administrative Assistant I	Lead Grounds Maintenance Worker
Administrative Assistant II	Lead Offset Press Operator
Administrative Assistant II - Bilingual	Lead Language Assessment Technician
Administrative Assistant III	Lead Vehicle and Equipment Mechanic
Administrative Assistant IV	Lead Warehouse Worker
Budget Analyst	Library Technician
Buyer	Licensed Vocational Nurse
Career Center Technician	Locksmith
Carpenter	Maintenance Worker I
Child Nutrition Services Delivery Driver	Maintenance Worker II
Child Nutrition Services Worker I	Network Systems Specialist
Child Nutrition Services Worker II	Office Assistant
Child Nutrition Services Worker Site Lead	Outreach Consultant
Clerk IV	Painter
Computer/Electronic Technician	Paraeducator
Computer Network Technician	Paraeducator - Bilingual
Cook	Paraeducator – Special Education
Custodian	Payroll/Benefits Technician
Data/Telecom Specialist	Pest Control and Turf Technician
Delivery Driver	Plumber
District Attendance Technician	Printing Services Specialist
District Community Liaison – Bilingual/Biliterate (Spanish)	Printing Services Assistant
District Library Specialist	Programmer Analyst
District Receptionist – Bilingual	Purchasing Technician
District Textbook Specialist	Registrar
District Translator	School Accounting Clerk I
Electrician	School Accounting Clerk II
Electrician’s Helper	School Accounting Clerk III
Family Assistant	School Bus Driver I
Glazier	School Bus Driver II
Grounds Equipment Operator	School Bus Driver/Service Mechanic
Grounds Maintenance Worker I	School/Community Liaison
Grounds Maintenance Worker II	Secretary I
Guidance Technician	Senior Custodian
Health Services Assistant	Senior Lead Grounds Maintenance Worker
Help Desk Technician	Senior Office Assistant
Home/School Community Liaison – Bilingual	Site Technology Support Assistant
Human Resources Analyst - Certificated	Staff Secretary
Human Resources Assistant	Student Information Specialist
Human Resources Technician - Certificated	Student Services Technician
Human Resources Technician - Classified	Student Safety Assistant/Campus Liaison
HVAC Technician	Student Information Database Administrator
Instructional Assistant – Migrant Preschool	Swimming Pool Operator
IT Engineer	Teacher Resource Center/Curriculum Specialist
Irrigation Technician	Transportation Attendant

Language Assessment Technician	Transportation Instructor/Dispatcher
Lead Bus Driver/Instructor	Tree Trimmer
Lead Computer Network Tech	Vehicle and Equipment Mechanic
Lead Cook	Warehouse Worker/Delivery Driver
Lead Custodian I	Web Developer
Lead Custodian II	Welder

Also Included:

Restricted Positions -

Positions not requiring certification qualifications created by a Governing Board of a school district as referenced by Education Code 45105.

AND EXCLUDES:

MANAGEMENT

Assistant Superintendent, Business Services
 Supervisor, Transportation Services
 Director, Human Resources/ Classified
 Director, Fiscal Services
 Director, Maintenance & Operations
 Manager, Accounting
 Director, Child Nutrition
 Manager, Payroll & Benefits
 Manager, Purchasing Services
 Manager, Transportation Services
 Supervisor Child Nutrition Services
 Supervisor, Maintenance & Operations
 Supervisor, Printing Services

CONFIDENTIAL

Executive Assistant I
 Executive Assistant to the Assistant Superintendent
 Executive to the Superintendent
 Human Resources Analyst/Classified

EXEMPT

AVID Tutors
 Limited Term/Provisional Employees (Substitutes)
 Noon Duty Aides
 Professional Experts (Consultants)
 Student Worker
 Substitutes



**LOMPOC UNIFIED SCHOOL DISTRICT
Level I Grievance Form**

Approved by the LompoC Unified School District and California School Employees Association.
(See Article 5: Grievances of the Collective Bargaining Agreement.)

Please type or print. Use additional pages as necessary.
Form to be submitted to immediate supervisor or appropriate administrator.

Employees are strongly encouraged, but not required, to attempt to resolve their concern informally with the employee’s immediate supervisor or appropriate administrator. The employee shall have the right to have an association representative present.

DATE: _____

GRIEVANT NAME(S): _____

NAME AND POSITION OF PERSON WITH WHOM LEVEL I GRIEVANCE WAS FILED:

NAME: _____ POSITION: _____

VIOLATION(S) ALLEGED (Agreement Article / Section): _____

DATE(S) OF ALLEGED VIOLATION(S): _____

ALLEGED VIOLATION(S) CIRCUMSTANCES: _____

REMEDY SOUGHT: _____

Name – Please Print

Signature

Date

LOMPOC UNIFIED SCHOOL DISTRICT
Level I Grievance Form

Date of Level I Meeting: _____

Supervisor/Administrator Decision:

Supervisor/Administrator (Please Print)

Signature

Date

Distribution after decision:
Grievant, Assistant Superintendent of Human Resources, California School Employees Association President



**LOMPOC UNIFIED SCHOOL DISTRICT
Level II Grievance Form**

Approved by the LompoC Unified School District and California School Employees Association.
(See Article 5: Grievances of the Collective Bargaining Agreement.)

Please type or print. Use additional pages as necessary.
Form to be submitted to the Assistant Superintendent of Human Resources

The employee shall have the right to have an association representative present.

DATE: _____

GRIEVANT NAMES(S): _____

NAME AND POSITION OF PERSON WITH WHOM LEVEL I GRIEVANCE WAS FILED:

NAME: _____ POSITION: _____

VIOLATION ALLEGED: (Agreement Article / Section) _____

DATE(S) OF ALLEGED VIOLATION(S): _____

ALLEGED VIOLATION(S) CIRCUMSTANCES: _____

**LOMPOC UNIFIED SCHOOL DISTRICT
Level II Grievance Form**

REMEDY SOUGHT: _____

DATE OF LEVEL I MEETING: _____

PARTICIPANTS AT LEVEL I MEETING:

LEVEL I MEETING OUTCOME:

GRIEVANCE FILED BY:

Name (Please Print) Signature Date



Lompoc Unified School District CLASSIFIED EMPLOYEE EVALUATION

Name of Employee:

Work Site:

Job Classification:

Employment Status: Choose an item.

Evaluation Type: Choose an item.

Rating Period: Click here to enter a date.

to Click here to enter a date.

PROBATIONARY/PROMOTIONAL PROBATIONARY EMPLOYEE EVALUATION (3 AND 5 MONTH)

INSTRUCTIONS TO EVALUATOR:

Probationary and promotional probationary employees shall be evaluated at the end of the third (3rd) and fifth (5th) months of employment and as needed, based on the determination of the employee's immediate supervisor. When an employee receives an evaluation during the probationary period and receives a "Needs Improvement" or "Unsatisfactory," the evaluating supervisor will provide feedback including strategies to improve job performance. **RATING SCALE** - For each performance factor listed, indicate your evaluation of the employee based on the rating scale.

PERMANENT EMPLOYEE EVALUATION (BIENNIAL) INSTRUCTIONS TO EVALUATOR:

RATING SCALE - For each performance factor listed, indicate your evaluation of the employee based on the scale below.

****A CORRECTIVE ACTION PLAN (Pers-112a) must have been completed and implemented prior to any "Needs improvement" or "Unsatisfactory" rating.****

RATING SCALE:

E – Exceeds Job Requirements	M – Meets Job Requirements	N – Needs Improvement	U – Unsatisfactory
-------------------------------------	-----------------------------------	------------------------------	---------------------------

Comments are required in all categories citing specific examples and/or evidence.

1. **QUALITY OF WORK**

Choose an item.

Performs tasks accurately, neatly, and thoroughly.

Comments:

2. **PRODUCTIVITY AND WORK HABITS**

Choose an item.

Accepts and follows through on job responsibilities; complies with Board policies, rules and regulations and written and oral instructions; works to potential; uses time and equipment economically; consistently completes scheduled workload on time; organizes work well; knows what to do next; and does not waste time in going to the next task.

Comments:

3. **ATTITUDES, INITIATIVE, DEPENDABILITY, SAFETY**

Choose an item.

Is punctual and is regular in attendance; complies with health and safety practices, and written and oral instructions; works to potential; properly uses and cares for supplies and equipment; makes and accepts constructive suggestions for work improvement; and is flexible in changing job requirements and environments.

Comments:

4. **PERSONAL QUALITIES**

Choose an item.

Is physically able to perform job tasks; has neat and clean appearance; maintains composure under stress; and displays positive attitude.

Comments:

5. **RELATIONSHIPS WITH PUPILS, PUBLIC, AND ALL PERSONNEL** Choose an item.
Works cooperatively, courteously and tactfully; approaches and talks with people without offending them, friendly and sincere in responding to requests for assistance; assists others whenever possible; and maintains effective public relations.

Comments:

6. **SUPERVISORY ABILITY (IF APPLICABLE)** Choose an item.
Is fair and impartial; demonstrates effective leadership, decision making, training and instruction of subordinates; initiates planning; effectively assigns, praises disciplines, and evaluates personnel, and satisfactorily completes work assigned.

Comments:

7. **JOB KNOWLEDGE** Choose an item.
Possesses and maintains required minimum qualifications and skills; keeps abreast of new job techniques; and applies job knowledge effectively.

Comments:

8. **OVERALL JOB PERFORMANCE** Choose an item.

Comments:

RECOMMENDED FOR PERMANENT STATUS Choose an item.

DATE: _____ **SIGNATURE OF IMMEDIATE SUPERVISOR** _____

IN SIGNING BELOW, I UNDERSTAND AND ACKNOWLEDGE THE FOLLOWING:

It is understood that, in signing the performance report, the employee acknowledges having seen and been provided with a copy of this report. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor. The employee may attach a written statement to the report. It must be submitted to the immediate supervisor or Classified Human Resources.

DATE: _____ **SIGNATURE OF EMPLOYEE** _____



LompoC Unified School District
CLASSIFIED EMPLOYEE EVALUATION
PROBATIONARY

Name of Employee:

Work Site:

Job Classification:

Employment Status: Choose an item.

Evaluation Type: Choose an item.

Rating Period: Click here to enter a date. to Click here to enter a date.

INSTRUCTIONS TO EVALUATOR:

Probationary employees shall be evaluated at the end of the third (3rd) and fifth (5th) months of employment and as needed, based on the determination of the employee's immediate supervisor. When an employee receives an evaluation during the probationary period and receives a "Needs to Improve" or "Unsatisfactory," the evaluating supervisor will provide feedback including strategies to improve job performance.

RATING SCALE - For each performance factor listed, indicate your evaluation of the employee based on the scale below.

Table with 4 columns: E - Exceeds Job Requirements, M - Meets Job Requirements, N - Needs Improvement, U - Unsatisfactory

Comments are required in all categories citing specific examples and/or evidence.

- 1. QUALITY OF WORK
Performs tasks accurately, neatly, and thoroughly.
Comments:
2. PRODUCTIVITY AND WORK HABITS
Accepts and follows through on job responsibilities; complies with Board policies, rules and regulations and written and oral instructions; works to potential; uses time and equipment economically; consistently completes scheduled workload on time; organizes work well; knows what to do next; and does not waste time in going to the next task.
Comments:
3. ATTITUDES, INITIATIVE, DEPENDABILITY, SAFETY
Is punctual and is regular in attendance; complies with health and safety practices, and written and oral instructions; works to potential; properly uses and cares for supplies and equipment; makes and accepts constructive suggestions for work improvement; and is flexible in changing job requirements and environments.
Comments:
4. PERSONAL QUALITIES
Is physically able to perform job tasks; has neat and clean appearance; maintains composure under stress; and displays positive attitude.
Comments:
5. RELATIONSHIPS WITH PUPILS, PUBLIC, AND ALL PERSONNEL
Works cooperatively, courteously and tactfully; approaches and talks with people without offending them, friendly and sincere in responding to requests for assistance; assists others whenever possible; and maintains effective public relations.
Comments:
6. SUPERVISORY ABILITY (IF APPLICABLE)
Is fair and impartial; demonstrates effective leadership, decision making, training and instruction of subordinates; initiates planning; effectively assigns, praises disciplines, and evaluates personnel, and satisfactorily completes work assigned.
Comments:
7. JOB KNOWLEDGE
Possesses and maintains required minimum qualifications and skills; keeps abreast of new job techniques; and applies job knowledge effectively.
Comments:
8. OVERALL JOB PERFORMANCE
Comments:

RECOMMENDED FOR PERMANENT STATUS Choose an item

DATE: SIGNATURE OF IMMEDIATE SUPERVISOR

IN SIGNING BELOW, I UNDERSTAND AND ACKNOWLEDGE THE FOLLOWING:

It is understood that, in signing the performance report, the employee acknowledges having seen and been provided with a copy of this report. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor. The employee may attach a written statement to the report. It must be submitted to the immediate supervisor or Classified Human Resources within ten working days from the date of the evaluation.

DATE: SIGNATURE OF EMPLOYEE

Lompoc Unified School District
CLASSIFIED EMPLOYEE CORRECTIVE ACTION PLAN

Name of Employee:

Work Site:

Job Classification:

Employment Status: **Choose an item.**

Date: **Click here to enter a date.**

INSTRUCTIONS TO EVALUATOR: A **CORRECTIVE ACTION PLAN** shall include all the following for each performance factor in which “Needs Improvement” or “Unsatisfactory” is being considered prior to the evaluation or rated on the evaluation:

- a. Statement of the problem or concern
- b. The desired improvement
- c. Suggestions as to how to improve
- d. Provisions to assist the employee
- e. A schedule for monitoring progress

1. Performance Factor: **Choose an item.**

To review the performance factor indicators, please see the evaluation form Pers-112

- a. Statement of the problem or concern:
- b. The desired improvement:
- c. Suggestions as to how to improve:
- d. Provisions to assist the employee:
- e. A schedule for monitoring progress:

2. Performance Factor: **Choose an item.**

To review the performance indicators, please see the evaluation form Pers-112

- a. Statement of the problem or concern:
- b. The desired improvement:
- c. Suggestions as to how to improve:
- d. Provisions to assist the employee:
- e. A schedule for monitoring progress:

3. Performance Factor: **Choose an item.**

To review the performance indicators, please see the evaluation form Pers-112

- a. Statement of the problem or concern:
- b. The desired improvement:
- c. Suggestions as to how to improve:
- d. Provisions to assist the employee:
- e. A schedule for monitoring progress:

4. Performance Factor: **Choose an item.**

To review the performance indicators, please see the evaluation form Pers-112

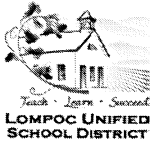
- a. Statement of the problem or concern:
- b. The desired improvement:
- c. Suggestions as to how to improve:
- d. Provisions to assist the employee:
- e. A schedule for monitoring progress:

DATE: _____ SIGNATURE OF IMMEDIATE SUPERVISOR _____

IN SIGNING BELOW, I UNDERSTAND AND ACKNOWLEDGE THE FOLLOWING:

It is understood that, in signing the *Corrective Action Plan*, the employee acknowledges having seen and been provided with a copy of this report. The employee’s signature does not necessarily imply agreement with the conclusions of the supervisor. The employee may attach a written statement to the report. It must be submitted to the immediate supervisor or Classified Human Resources.

DATE: _____ SIGNATURE OF EMPLOYEE _____



Lompoc Unified School District
CLASSIFIED EMPLOYEE CORRECTIVE ACTION PLAN
AS PART OF THE EVALUATION

Name of Employee:

Work Site:

Job Classification:

Employment Status: Choose an item.

Date: [Click here to enter date.](#)

INSTRUCTIONS TO EVALUATOR: This **CORRECTIVE ACTION PLAN** must be completed and implemented prior to the evaluator issuing any “Needs Improvement” or any “Unsatisfactory” rating on a performance evaluation. For each performance factor listed in which an “N” or “U” is being considered, the following, **a – e**, must be included in the comment section:

- a. Statement of the problem or concern
- b. The desired improvement
- c. Suggestions as to how to improve
- d. Provisions to assist the employee
- e. A schedule for monitoring progress

1. Performance Factor: Choose an item.
 To review the performance factor indicators, please see the evaluation form Pers-112
 - a. Statement of the problem or concern:
 - b. The desired improvement:
 - c. Suggestions as to how to improve:
 - d. Provisions to assist the employee:
 - e. A schedule for monitoring progress:

2. Performance Factor: Choose an item.
 To review the performance indicators, please see the evaluation form Pers-112
 - a. Statement of the problem or concern:
 - b. The desired improvement:
 - c. Suggestions as to how to improve:
 - d. Provisions to assist the employee:
 - e. A schedule for monitoring progress:

3. Performance Factor: Choose an item.
 To review the performance indicators, please see the evaluation form Pers-112
 - a. Statement of the problem or concern:
 - b. The desired improvement:
 - c. Suggestions as to how to improve:
 - d. Provisions to assist the employee:
 - e. A schedule for monitoring progress:

4. Performance Factor: Choose an item.
 To review the performance indicators, please see the evaluation form Pers-112
 - a. Statement of the problem or concern:
 - b. The desired improvement:
 - c. Suggestions as to how to improve:
 - d. Provisions to assist the employee:
 - e. A schedule for monitoring progress:

DATE: _____ SIGNATURE OF IMMEDIATE SUPERVISOR: _____

IN SIGNING BELOW, I UNDERSTAND ACKNOWLEDGE THE FOLLOWING:
 It is understood that, in signing the *Corrective Action Plan*, the employee acknowledges having seen and been provided with a copy of this report. The employee’s signature does not necessarily imply agreement with the conclusions of the supervisor. The employee may attach a written statement to the report. It must be submitted to the immediate supervisor or Classified Human Resources within ten working days from the date of the *Corrective Action Plan*.

DATE: _____ SIGNATURE OF EMPLOYEE: _____

DISTRIBUTION: ORIGINAL TO HUMAN RESOURCES COPY TO SUPERVISOR COPY TO EMPLOYEE