

**AGREEMENT BETWEEN**

**BELLFLOWER UNIFIED  
SCHOOL DISTRICT**

**AND**

**CHAPTER 32 OF THE  
CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION**

**JULY 1, 2020 – JUNE 30, 2023**

## TABLE OF CONTENTS

<u>ARTICLE I: RECOGNITION</u>	<u>5</u>
A. Inclusions	5
B. Exclusions	6
C. Revisions to the Unit	8
<u>ARTICLE II: EFFECT OF AGREEMENT</u>	<u>8</u>
A. Entire Agreement	8
B. Separability and Savings	8
C. Effect upon District and Commission Rules	9
<u>ARTICLE III: RETAINED DISTRICT RIGHTS</u>	<u>9</u>
<u>ARTICLE IV: CSEA RIGHTS</u>	<u>12</u>
A. Representation of Unit Members and Release Time	12
B. Access to Unit Members	12
C. Access to Facilities	12
D. Bulletin Boards	13
E. Mail Boxes and Mail System	13
F. Content Restrictions	13
G. Identification of Unit Members	14
H. District Records	14
I. Distribution of Agreement	14
J. Dues Deduction and Organizational Security	15
K. Orientation Sessions	15
L. CSEA Rights	15
<u>ARTICLE V: GRIEVANCE PROCEDURES</u>	<u>16</u>

A. General Provisions and Definitions	16
B. Informal Level	17
C. Level I	18
D. Level II	18
E. Voluntary Mediation	19
F. Arbitration	19
G. Release Time	21
H. Separate Grievance Files	21
I. No Reprisal	22
<u>ARTICLE VI: WORK STOPPAGE</u>	<u>22</u>
A. CSEA Responsibility	22
B. Employee's Responsibility	22
C. District's Responsibility	22
<u>ARTICLE VII: NO DISCRIMINATION</u>	<u>23</u>
<u>ARTICLE VIII: HOURS AND OVERTIME</u>	<u>23</u>
A. Workday and Workweek	23
B. Overtime	23
C. Exemptions from Overtime Compensation	25
D. Compensatory Time Off	25
E. Lunch and Rest Periods	26
F. Call-back Time	26
G. Adjustment of Assigned Time	26
H. Bus Driving Assignments and Reassignments	26
<u>ARTICLE IX: EVALUATION PROCEDURES AND PERSONNEL FILES</u>	<u>32</u>
A. General	32

B.	Identification of Evaluators	32
C.	Written Evaluations, and Signature and Distribution of Evaluations	33
D.	Signatures and Distribution of the Evaluation	34
E.	Reprimands and Warnings	34
F.	Personnel File	35

ARTICLE X: TRANSFERS/SELECTION PROCEDURES 37

A.	Definition	37
B.	Involuntary Transfers	37
C.	Voluntary Transfers	38
D.	Medical Consideration	38
E.	Employee Selection Procedures	39
F.	Interviews	40

ARTICLE XI: LEAVES OF ABSENCE 40

A.	General Rules for Leaves of Absence	40
B.	Sick Leave	42
C.	Industrial Accident and industrial Illness Leave	44
D.	Pregnancy Leave	46
E.	Infant Care Leave	46
F.	Child Bonding Leave	47
G.	Family Care and Medical Leave	47
H.	Catastrophic Illness/Sick Leave Bank	50
I.	Health Leave	53
J.	Bereavement Leave	54
K.	Personal Necessity Leave	54
L.	Jury Duty Leave	56
M.	Personal Business Leave	56

N. Military Leave	57
O. Vacation Leave	57
P. Holiday Leave	60
<u>ARTICLE XII: SAFETY CONDITIONS</u>	<u>60</u>
<u>ARTICLE XIII: SALARY AND BENEFITS</u>	<u>61</u>
A. Salary Adjustments	61
B. Required Training and Certification	61
C. Salary Rules	62
D. Health Benefits	64
E. Other Benefits	68
<u>ARTICLE XIV: PROFESSIONAL ATTIRE</u>	<u>69</u>
A. Uniforms	69
B. Care and Use of Uniforms	69
C. Distribution and Quantities	70
D. Food Service	71
E. Appropriate Attire	71
<u>ARTICLE XV: MISCELLANEOUS</u>	<u>71</u>
A. Contracting Out	71
B. Career Ladder	72
<u>ARTICLE XVI: DURATION AND RENEGOTIATION</u>	<u>72</u>

AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of July, 2020, between the Board of Education of the Bellflower Unified School District, hereinafter referred to together with its administrative staff as the "District," and Chapter #32 of the California School Employees Association, hereinafter referred to as "CSEA." This Agreement expires June 30, 2023

ARTICLE I: RECOGNITION

Pursuant to the unit description as modified contained in the Recognition Agreement of June 30, 1977, the District recognized CSEA as the exclusive representative for the following unit. The term "unit member" as used throughout this Agreement refers to those employees who are described in the "Inclusions" section.

A. Inclusions

The unit shall include probationary and permanent classified employees in positions of the Bellflower Unified School District, such as:

Accompanist	Electrician
Accounting Assistant	Electrician Repair Technician
Account Clerk I	Employment Training Specialist
Account Clerk II	
Accounting Technician	Food Service Assistant I
Administrative Secretary	Food Service Assistant II
Athletic Utility Worker	Food Service Assistant III
	Food Service Manager I
Band Assistant	
Behavior Assistant	
Bus Driver	
Bus Driver Service Mechanic	Grounds Maintenance Worker
Buyer	
Campus Security	Health Assistant
Career Technician	Health Coordinator - CDC
Carpenter	High School Maintenance Custodian
Clerical Assistant I	
Clerical Assistant II	
Clerical Assistant III	Instructional Assistant
Clerk	Instructional Assistant, Child Care
Community Services Worker	

Computer Repair Technician

Instructional Assistant -  
Bilingual  
Instructional Assistant,  
Special Education  
Irrigation Technician

Counseling Technician  
Custodian

Lead Custodian  
Library Media Assistant  
Locker Room Attendant  
Locksmith

School/Community Liaison  
School Financial Technician  
Secretary  
Senior Accounting Assistant  
Senior Buyer  
Senior Maintenance Worker  
Snack Bar Operator  
Special Education Health  
Assistant  
Supervision Assistant

Mechanic  
Mechanic/Bus Driver  
Music Assistant

Painter  
Physical Education Assistant  
Plumber/HVAC Mechanic

Technology Technician  
Warehouse Worker/Delivery Driver

Receptionist  
Reprographic Operator  
ROP Technician

B. Exclusions

The unit shall exclude all management positions as defined in Government Code § 3540.1(g), such as:

Accounting Manager  
Administrative Assistant  
Associate Superintendent, Business/Personnel Services  
Behavior Intervention Specialist  
Chief Business Officer  
Child Welfare/Attendance Officer  
Classified Personnel Manager (Personnel Commission)  
Custodial/Security Manager  
Custodial Supervisor  
Director, Food Services  
Director, Maintenance/Operations  
Director, Technology  
Disbursement and Purchasing Director

Executive Secretary (to Superintendent)  
Executive Secretary (to Assistant Superintendent)  
Food Services Manager III  
Food Services Supervisor II  
Grounds Supervisor  
Guidance Interns  
Maintenance/Operations Manager  
Network Administrator  
Painting Supervisor  
Plant Manager  
Plumber/HVAC Mechanic Supervisor  
Purchasing Manager  
Risk/Safety Officer  
Technical Support Manager  
Telecommunications/Electronics Manager  
Transportation Manager  
Warehouse Supervisor

The unit shall exclude ten (10) confidential positions as designated by the District as defined in Government Code 3540.1 (c). A list of such positions shall be provided to the Chapter President and updated as changes occur.

The unit shall exclude all supervisory positions as defined in Government Code § 3540.1(m).

The unit shall also exclude all casual and limited-term assignments, or those whose primary employment is elsewhere, such as:

Lay Reader  
Limited term classified persons  
Provisional classified persons  
Substitutes

The unit shall also exclude restricted classified positions classified under state and federal public employment programs.

The unit shall also exclude those positions not in the classified service, such as:

Certificated positions; and

Non-classified positions, such as student helper; student worker; teacher aide, elementary; teacher aide, secondary;

teacher aide, physical education; inspector; and Department Vocational Rehabilitation Worker.

C. Revisions to the Unit

The District and CSEA agree that the unit description herein is an appropriate unit for employee representation purposes. Disputes concerning this Article are not subject to the procedures of Article V, Grievance Procedures. Any bargaining unit position/classification that has been or may be abolished by the Board of Education and is reestablished by the Board of Education will be a position/classification within the bargaining unit. Issues of classification and inclusion/exclusion of newly created classifications in the unit shall be subject to the review of the Personnel Commission.

ARTICLE II: EFFECT OF AGREEMENT

A. Entire Agreement

The District and CSEA agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment, and that during the term of the Agreement neither the District nor CSEA will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they negotiated and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn. The foregoing notwithstanding, the parties shall engage in negotiations for a successor agreement as required by Article XIII and XVI.

B. Separability and Savings

If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by a tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to the persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. If any such decision or change in law regarding invalidity of a provision of this Agreement occurs as set forth above, the parties hereto shall,

upon request by either party within ten (10) working days commence meeting and negotiating with respect to the means of compliance therewith.

C. Effect upon District and Commission Rules

In the event of a conflict between the terms of this Agreement and the terms of any District or Personnel Commission rules, regulations or procedures, the Agreement shall prevail.

ARTICLE III: RETAINED DISTRICT RIGHTS

A. All subject matters not included within the scope of negotiations in Government Code § 3543.2, and also all rights and subject matters not limited by the express terms of the other Articles of this Agreement, are reserved to the District. It is agreed that such reserved rights and matters include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

1. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;

2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expenditures which are expressly required by the other Articles of this Agreement;

3. The acquisition, disposition, number, location, types, and utilization of all District properties whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel (subject to the procedures of Article X, Transfers/Selection Procedures), work, service and activity functions assigned to such properties;

4. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including services, subject to the consultation rights of CSEA under Article XV, Miscellaneous;

5. The lawful utilization of personnel not covered by this Agreement, including substitutes, temporaries, teachers, provisional managerial personnel, to do work which is normally done by personnel covered hereby, and the methods of selection and assignment of such personnel;

6. The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil health and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters;

7. The selection, classification, direction, promotion, demotion, discipline, termination and retirement of all personnel of the District, subject to applicable law; affirmative action and equal employment policies and programs; the assignment of employees to any locations (subject to Article X, Transfers/Selection Procedures) and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; the number of employees, and the determination as to whether, when and where there is a job opening;

8. The job classifications and the content and qualifications thereof;

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

10. The dates, times and hours of operation of District facilities, functions, and activities; the assignment of overtime work subject to Article VIII, Hours and Overtime;

11. Safety and security measures for students, the public, employees (subject to Article XII, Safety Conditions), properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

12. The rules, regulations, and policies for all employees, students, and the public; and

13. The termination or layoff of employees, consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

All other lawful rights of the District not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

B. It is not the intention of the parties, in setting forth the above-mentioned rights of management, to detract or diminish in any way the rights of CSEA or of unit members as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights. If there is a direct conflict between the above-mentioned rights of the District and the express provisions of other Articles of this Agreement, the language of the latter shall prevail.

C. The above-mentioned retained rights are also intended to include the rights and powers possessed by or shared with the Personnel Commission to the extent required by law.

D. This Article is not a source of employee or CSEA rights. Accordingly, any dispute arising out of or in any way connected with either the existence of, or the exercise, or the effects of the exercise of any of the rights of the District set forth hereinabove, or any other rights of the District not expressly limited by other specific provisions of this Agreement, is not subject to Grievance Procedures, Article V. However, nothing in this Article shall preclude a grievance alleging that the District

has violated an express provision of some other Article of this Agreement which is itself subject to grievance.

#### ARTICLE IV: CSEA RIGHTS

##### A. Representation of Unit Members and Release Time

The District recognizes the right of CSEA to represent its unit members in their employment relations with the District as provided herein. A unit member may upon his/her request be represented by CSEA in any proceedings where an administrator has either taken action or recommended action to suspend, demote, or terminate the unit member.

A unit member may also upon his/her request be represented by CSEA in grievance meetings required by Article V. Grievance meetings will be scheduled by the District at mutually convenient times and places. When such meetings are scheduled so as to conflict with the unit member's work hours, reasonable release time without loss of salary will be provided to the grievant and his/her authorized CSEA representative, if any. This constitutes reasonable periods of release time within the meaning of Government Code § 3543.1(c).

Officers or authorized representatives of CSEA shall be provided an aggregate total of 32 days of release time per school year, without loss of regular salary, for the purpose of attending to CSEA business, attending meetings and the like. Such release time is subject to advance administrative approval, and is to be arranged through the CSEA President. In addition, release time shall be granted to conference delegates to attend the annual CSEA State Conference (not to exceed the number of authorized delegates afforded Bellflower Chapter 32 by the CSEA State Association).

##### B. Access to Unit Members

CSEA representatives may contact unit members for CSEA business during the unit member's non-work hours. Such representatives shall first report to the office of the site administrator to make suitable arrangements for the contact. In no event shall a CSEA representative or unit member interrupt or interfere in any way with normal work without permission of the site administrator.

##### C. Access to Facilities

CSEA may utilize District facilities, during non-duty hours of those participating, for the purpose of organizational meetings, subject to reasonable District regulation under provisions of the Civic Center Act. CSEA shall be provided reasonable use of District computers, facsimile machines and copiers (Print Shop excluded). Use of District equipment shall be pre-approved by an administrator and shall only be allowed during a unit member's non-working hours. CSEA shall reimburse the District for all supplies. Facsimile machines shall not be utilized for mass distributions.

D. Bulletin Boards

CSEA may use a designated bulletin board at each school, at the District Office, and at the Operations/Transportation site for the purpose of communicating with its unit members. CSEA may construct and mount an additional bulletin board in Maintenance. At Child Development Centers and the Warehouse locations, CSEA may use space on District bulletin boards with such space to be not less than 17 x 22 inches at each location. Additional bulletin board space of 17 x 22 inches at each location shall be allocated by the principals of Bellflower and Mayfair high schools at the request of CSEA.

E. Mail Boxes and Mail System

CSEA may use designated school and District Office mail boxes to communicate with unit members. It shall be the responsibility of CSEA to place its communications in mail boxes.

A copy of each district-wide CSEA communication to unit members must be submitted to the Superintendent at the time of the entrance of such communication into the school district mail system. In the case where a communication is directed to all unit members at a single location, CSEA shall submit the communication to the principal or chief administrator of that location at the time of the entrance of such communication into the mail boxes. Confidential correspondence which is directed to only a few unit members, such as in a grievance matter, need not be given to the superintendent and administrators.

F. Content Restrictions

Any communications distributed or posted must involve official CSEA business. CSEA assumes full legal responsibility for the content of its communications and will indemnify and hold the District harmless for any loss it suffers as a result of legal

action initiated concerning such communication. CSEA members shall post information regarding CSEA activities only at designated bulletin board locations at the site and district office. No advertisements, stickers or other materials shall be allowed on District vehicles except by written authorization of the District.

G. Identification of Unit Members

The District shall provide to the Chapter President by October 31 of each year a list of unit members' names, classifications, locations, salary rates, number of months employed per year, home addresses and telephone numbers. The list shall be in alphabetical order by site. This information will be updated monthly so as to cover new hires. CSEA agrees to use such information for internal organizational purposes only, including CSEA organizational purposes, and agrees not to disclose this information to a third party. If a unit member requests confidentiality of the home address or telephone number, it will be released to CSEA by the District. CSEA shall provide the District with a current list of Job Stewards for each location and update the list as required.

In the event unit members are to be laid off, the District shall, prior to sending layoff notices to affected employees, furnish CSEA with the certified seniority list in each classification in which there are to be layoffs.

H. District Records

CSEA shall have the right to inspect at reasonable times all non-confidential public records of the District. The District shall provide at no cost to CSEA one copy of each job vacancy announcement and two copies of each Board of Education agenda, the adopted District budget, the J Forms, and the project description for any state or federal employment programs.

I. Distribution of Agreement

Within thirty (30) days after the adoption of this Agreement, the District shall print or duplicate and provide without charge a copy of this Agreement to each permanent unit member. Any newly hired regular employee also shall be provided with a copy upon date of hire.

J. Dues Deduction and Organizational Security

1. CSEA shall have the sole and exclusive right upon written authorization from a CSEA member to have membership dues and initiation fees deducted from their paycheck by the District. Upon written notice/direction from CSEA, the District shall deduct and remit to CSEA all sums so directed. The District will only discontinue membership deductions, by written notice/direction of CSEA.

2. Membership fees shall be in accordance with schedule(s) provided by CSEA.

3. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the first pay period commencing thirty (30) days after the request has been made by CSEA.

4. It is agreed that CSEA shall indemnify and hold harmless the Board, its members, and each member of management, against any and all claims, demands or suits or any other action arising from the Dues Deductions and Organizational Security provisions contained herein.

K. Orientation Sessions

The District and CSEA will jointly present an orientation program to the unit members and supervisors in order to familiarize them with the provisions of this Agreement. Such a program will be scheduled so as to overlap between first and second shifts.

L. CSEA Rights

CSEA will appoint at least one member to all District-wide committees. The District shall advise CSEA of all such committees in existence plus any new committees at the time of their formation. The foregoing shall not limit the District's freedom to select any additional unit member employees.

CSEA shall have the right to meet and confer with the District on District school calendars prior to their adoption by the Board of Education.

## ARTICLE V: GRIEVANCE PROCEDURES

### A. General Provisions and Definitions

1. A "grievance" is an allegation by a unit member or by CSEA that the District has violated an express provision of this Agreement and that by reason of such violation the grievant's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

2. The District shall be the respondent in all cases, rather than any individual District representative.

3. Two or more-unit members may join in the same grievance if their circumstances and claims are identical.

4. The filing or pendency of a grievance shall not delay or interfere with the implementation of any District action during the processing thereof.

5. The purpose of these procedures is to secure, at the lowest possible administrative level, solutions to grievances. In order to encourage a professional and harmonious disposition of complaints, it is agreed that from the time a grievance is filed until it is processed through the final steps, neither the grievant nor CSEA nor the District shall make public either the grievance or evidence regarding the grievance. However, nothing herein shall preclude discussions which are necessary to investigating or processing the matter or preparing for the hearing, or general communications which do not identify the person(s) involved in the grievance or the particular situation involved.

6. The individual grievant shall attend all grievance meetings. The grievant shall be entitled upon his/her request to representation by a representative designated by the CSEA president, at all grievance meetings.

7. After the grievant and administrator have held their informal meeting, if they mutually desire to hold another informal meeting with a CSEA representative present prior to filing a formal grievance, they may do so.

In situations where CSEA has not been invited to represent the grievant, the District shall not agree to a final

resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution, and has been given the opportunity to discuss the grievance with the District and to state its views on the matter.

8. A "day," as used throughout this Article, is a day in which the District central office is open for business. Any time limit affected by holidays or the grievant's regularly scheduled vacation shall be extended by the number of such days.

9. If the grievance is not processed by the grievant and/or CSEA in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District.

10. If the District fails to respond to the grievance within prescribed time limits at any level, the running of its time limit shall be deemed a denial of the grievance and a termination of the level involved, and the grievant may proceed to the next level.

11. Any time limits herein may be shortened or extended in any particular case, but only by mutual written agreement, and the parties shall in good faith attempt to adjust time limit problems which occur beyond Level I as a result of unit members' work assignments which are less than twelve calendar months.

12. The parties shall make a good faith effort to process grievances during the grievant's regular hours.

#### B. Informal Level

(To be completed within time limits for Level I as provided below).

1. Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve it by means of an informal conference with the immediate supervisor or administrator.

2. If a grievance arises from action or inaction on the part of an administrator other than the immediate administrator, the grievant may submit such grievance to the appropriate administrator at the informal level and Level I stages. If the appropriate administrator for such purpose is the Superintendent, then Level II may be disregarded.

If the grievant does not obtain satisfaction, the grievant may again present the grievance orally to the administrator while accompanied by a representative of CSEA.

C. Level I

If the grievant is not satisfied with the outcome of the informal level, within 20 days after the grievant knew or reasonably should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the appropriate (see Section B. above) administrator.

The grievance shall be a clear statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal level conference, and the specific remedy sought.

Either party may request a personal conference with the other party. CSEA may represent the grievant if the grievant so requests to CSEA in writing and notes this fact in the written grievance. The administrator shall communicate a written decision to the grievant and CSEA within ten (10) days after receiving the grievance and such action shall terminate Level I.

D. Level II

In the event the grievant is not satisfied with the outcome of Level I, or if the District has not adhered to its time limits, the grievant may appeal in writing to the Superintendent within ten (10) days after the termination of Level I. If the grievance is to be heard by a designee of the Superintendent, the grievant shall be so notified in writing.

The grievant's written appeal shall include a copy of the original grievance, the decision rendered at Level I, additional information if any, and a clear statement of the reasons for the appeal.

Either party may request a personal conference with the other party. A conference shall be held within five (5) working days of receipt of the conference request. CSEA may represent the grievant if the grievant so requests to CSEA in writing and notes this fact in the appeal letter. The Superintendent or designee shall communicate a written decision to the grievant and CSEA

within ten (10) days after receiving the appeal and such action shall terminate Level II.

E. Voluntary Mediation

If the parties do not reach resolution at level II, either party may request mediation prior to arbitration. If the request to mediate is mutually agreed upon by the parties, a mediator from the Judicial Arbitration and Mediation Services (JAMS) or the American Arbitration Association (AAA) shall be requested within five days. The selection of mediation services shall be made by the agreeing party. In the event a resolution is not reached by the parties, the process to select an arbitrator shall begin. The cost of the mediation shall be equally shared by the parties.

F. Arbitration

1. Notice

Grievances which are not settled at Level II or at Voluntary Mediation and which both the grievant and CSEA desire to contest further shall be submitted to binding arbitration as provided herein, but only if CSEA gives written notice to the District of its desire to arbitrate the grievance within fifteen (15) days after the termination of mediation or Level II (if mediation was not used). It is expressly understood that the only matters which are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

2. Selection of an Arbitrator

As soon as possible, and in any event not later than five (5) days after the District receives a written notice of CSEA's desire to arbitrate, the District shall request a list of arbitrators from the Judicial Arbitration and Mediation Service. Within five (5) days of receipt of the list, the parties shall agree upon an arbitrator. If no agreement is reached within said five days, an arbitrator shall be selected from the list of arbitrators by alternate striking of names until one name remains.

The party who strikes the first name shall be determined by Rock, Paper, Scissors.

If the arbitrator selected indicates that the arbitrator will not be available for hearing within a reasonable time not exceeding sixty (60) calendar days, the parties shall proceed to select another arbitrator from the list.

### 3. Limitations upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of an express provision of this Agreement in the respect alleged in the grievance.

The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs. The parties may mutually agree to use expedited arbitration procedures.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have the authority to decide any issue not submitted or to interpret or apply the Agreement so as to change which can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition, subtraction, or revision) of the express terms of this Agreement. The arbitrator shall not render any decision or award or fail to render any decision or award merely because in his/her opinion such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

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

Note: Motion to Dismiss: It is the understanding of the parties that either may make a motion to dismiss the grievance.

4. Arbitrator's Decision

The decision of the arbitrator as provided above shall be final and binding upon the parties, and shall be enforceable or subject to challenge pursuant to Title 9 (§§ 1280 et seq.) of the Code of Civil Procedure.

The grievance and arbitration procedures described above are to be CSEA's and the unit member's sole and final remedy for any claimed breach by the District of this Agreement, unless specifically otherwise provided herein.

5. Expenses

All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of the presentation of its own case, except for release time as provided below.

G. Release Time

Release time for grievance meetings shall be granted as provided in Article IV, Section A. Also, release time shall be provided for witnesses while testifying in arbitration hearings, and witnesses may, upon mutual agreement with the District, be provided with release time at Level I or Level II grievance meetings.

H. Separate Grievance Files

All documents, communications and records dealing with the processing of a grievance will be filed in a separate confidential grievance file located in the personnel office and will not be kept in the personnel file of any of the participants, unless it would otherwise be deemed an appropriate personnel file document or record.

The grievant or CSEA shall be permitted to view any grievance documents which were exchanged between the parties as a part of the grievance procedures, including the grievance itself, the replies at each step, and correspondence between the parties.

I. No Reprisal

No reprisals will be taken by the District against any unit member or CSEA representative because of his or her participation in the grievance procedures as a grievant, representative or witness.

ARTICLE VI: WORK STOPPAGE

A. CSEA Responsibility

CSEA hereby agrees that neither it nor its officers, agents, representatives or employees shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever against the District, including but not limited to disputes which are subject to the grievance and arbitration provisions of Article V; disputes which are specifically not subject to the grievance and arbitration provisions of Article V; disputes concerning matters not mentioned in this Agreement; disputes between the District and other employee organizations, persons or employers' or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, CSEA and its respective officers, agents and representatives shall take all steps reasonably within their control to end or avert the same. The above shall be enforceable by direct judicial relief.

B. Employee's Responsibility

Any unit member engaging in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever, or refusing to perform duly assigned services in violation of this Article, shall receive no pay for the day(s) in question, and shall be subject to discipline or termination pursuant to applicable Education Code procedures.

C. District's Responsibility

The District shall not engage in a lockout of unit members during the term of this Agreement. A lockout is a refusal to permit unit members to work in an effort to force bargaining concessions from CSEA; it does not include matters such as layoffs, emergency shutdowns, or the like. The above shall be enforceable by direct judicial relief or through arbitration.

ARTICLE VII: NO DISCRIMINATION

Pursuant to applicable legal standards, there shall be no lawful discrimination against any unit member because of his/her race, sex, national origin, religion, marital status, age, physical handicap, political opinions, CSEA membership or activities, or for any other reason prohibited by State or Federal Discrimination Statutes.

Disputes arising in these areas are to be processed as far as Level II of the Grievance Procedures of this Agreement, but are to be excluded from arbitration.

ARTICLE VIII: HOURS AND OVERTIME

A. Workday and Workweek

The normal workday of a full time unit member shall be 8 hours per day, and the normal workweek shall be 40 hours, Monday through Friday. The District may assign unit members to other time schedules and workweeks. The District shall notify unit members at least ten (10) days in advance of any permanent change in the regular workweek or in the regular starting or ending times of the workday. Unless all employees in the classification at the site are similarly affected, the District shall solicit qualified volunteer(s) at the site for the changed schedule. If there are no volunteers, employee preferences shall be honored on the basis of length of service at that site, unless the District has a reasonable basis for not doing so, such as needed supervision, instruction, skills or experience. Excluded from these procedures are any situations involving an increase or decrease in regularly assigned hours for a position, and bus drivers who are covered under Section H below. The District may employ unit members to work extra time or overtime, subject to Section B below. In the event that the District implements a flexible 40 hour work week such as a 4 day/10 hour or 9 day/80 hour work schedule for any unit members, it shall comply with applicable law. All flexible work schedules are subject to District approval.

B. Overtime

1. Overtime is required and authorized working time in excess of 8 hours in one day or 40 hours in one week, except that the District will not be required to pay overtime in the case of an employee working more than 8 hours in a day if the employee requested to do so and the employee's supervisor concurred in the request. In a position with a four-consecutive-day workweek,

overtime is required and authorized working time in excess of 10 hours on any of the four days, and working time performed on the fifth, sixth, and seventh days.

2. In determining the eligibility of a unit member's work hours to receive the overtime rate, the number of hours "worked" by a unit member shall include, in addition to actual hours worked, time during which the employee is excused (and is paid for) holidays, sick leave, vacation, compensating time off, or any other paid leave of absence.

3. A unit member who works authorized overtime shall be paid at a rate equal to one and one-half times his/her regular rate of pay for the overtime worked. For the purpose of this rule, shift differentials normally received by the unit member shall be included in determining his/her regular rate of pay. The regular rate will be calculated as required by the Fair Labor Standards Act, as amended. A unit member authorized to work on a holiday as defined by Article XI, Leaves of Absence, shall be compensated at the overtime rate of one and one-half times his/her regular rate of pay in addition to his/her regular rate of pay.

4. Employees who have an average workday of four hours or more during the regular five-day workweek shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at the rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to perform the work.

Employees who have an average workday of less than four hours during the regular five-day workweek shall be compensated for any work required to be performed on the seventh day following the commencement of the workweek at the rate equal to one and one-half times the regular rate of pay of the employee designated and authorized to perform the work.

5. Overtime work shall be offered to unit members in the job classifications which normally perform the types of work to be done. The offer shall be made on the basis of seniority of the unit members currently assigned to the department or work site in which the work is performed. Seniority shall be determined among such unit members by the length of time they have held regular status (probationary and permanent status) in the appropriate job classification plus higher classifications. An overtime roster shall be kept by each administrator or manager for the unit members reporting directly to him/her. Such roster shall list the unit members by seniority within each classification. As

overtime work becomes available, it shall be offered to the first unit member on the roster. The nature of the work offered shall be made known at the time. The first unit member may accept or reject the assignment. Whether he/she accepts or rejects, his/her name shall be rotated to the bottom of the roster and the other names rotated upward. If an assignment is rejected by all of the unit members on the roster, it may then be offered to a unit member in a related job classification who is qualified to perform the work. If an assignment is rejected by all qualified unit members, it may be assigned to a limited term employee or other substitute, if available, or the superior may assign it to the qualified member who initially rejected the assignment.

C. Exemptions from Overtime Compensation

The District may create a position or class of positions which require and permit the holders of such positions to work only weekends (Saturdays and Sundays) and holidays. Such positions are exempt from overtime compensation, except for time worked in excess of 8 hours on any Saturday, Sunday or holiday unless the classification is specifically exempted from overtime in accordance with law.

D. Compensatory Time Off

1. In lieu of overtime or extra time pay, a unit member and his/her administrator may mutually agree to authorize compensatory time off. Such compensatory time off shall be granted within thirty (30) working days following the month in which the overtime or extra time was worked and without impairing the services rendered by unit members to the District. However, Maintenance and Operations employees may elect to defer taking compensatory time off for up to 12 calendar months. Compensatory time off which is not taken within the above time limits shall be paid.

2. Compensatory time off for overtime worked as defined in Section B shall be at a rate equal to one and one-half times the number of hours the unit member worked overtime but was not compensated for by cash (check) payment. Compensatory time off for extra time worked which would not qualify for overtime shall be at a rate equal to one times the number of hours the unit member worked extra time but was not compensated for by cash (check) payment.

3. No unit member can accrue more than 240 hours of compensatory time off (i.e., 160 hours of actual overtime worked) as the result of overtime work.

E. Lunch and Rest Periods

1. Each unit member working a non-split shift of at least six hours shall be entitled to an unpaid, uninterrupted duty-free lunch period of at least thirty minutes. In the event a unit member is interrupted to perform his/her duties during lunch, the unit member's lunch period shall be extended by an amount of time needed to achieve a total of thirty duty-free minutes.

2. Each unit member shall be entitled to a paid rest period of fifteen minutes in length during each four consecutive hours worked. Unit members working 3 hour assignments shall be entitled to a ten minute paid rest period.

F. Call-back Time

When a unit member responds to a call-back from his/her home to a District work site after completion of his/her regular assignment that day or on a day he/she is not scheduled to work, he/she shall be compensated on a straight time or overtime basis of not less than 2 hours irrespective of the actual time less than that required to perform the work.

G. Adjustment of Assigned Time

A unit member who works a minimum of 30 minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours.

H. Bus Driving Assignments and Reassignments

Because of the uniqueness of bus driving hours and assignments, the following procedures shall be observed for bus driving assignments:

Seniority for the purposes of bidding for run assignment shall be by hire date within the Transportation Department as a regular driver excluding time off unpaid or leave of absence without pay, unless otherwise provided by law. Seniority for two (2) or more unit members hired on the same day shall be by hire date as a substitute. If this process results in a tie, seniority shall be determined by alphabetical order.

1. Bidding for routes and open buses shall be by seniority using the bidding process. Buses shall be appropriate to the route bid.

2. No driver's regular work hours shall be reduced as a result of a change in the route or assignment acquired through the bid process.

3. If possible, the bid process shall occur no less than seven days prior to the start of the assignment and/or start of school.

4. The District shall notify all drivers by mail, the date, time, location, and bid listing, no less than ten (10) workdays prior to the bid. If there are changes to the bid listing, the District shall notify all drivers no less than forty-eight (48) hours prior to the bid. This notice can be made by telephone call.

5. If possible, a route board of all run assignments (with no further changes) shall be posted forty-eight (48) hours prior to the start of the bid process.

6. The route board shall be made available to drivers for review on the day of bidding. Each driver shall indicate directly on the route board his/her route selections until all drivers have had an opportunity to select an assignment.

7. The driver with the greatest seniority shall select his/her route first, and the process shall proceed in descending order until all route assignments are taken.

8. In the event a driver cannot be present at the time of bidding, he/she may submit a written bid (proxy), or designate a CSEA member to bid for him/her. The driver shall indicate his/her first, second, and third choice of assignment. Based on his/her seniority, the driver shall be given the bid closest to his/her choice as stated by the driver proxy or designee.

9. Once a route has been bid, it will establish the driver's work time for the year to the nearest advanced one-half (1/2) hour. If a route becomes shorter, the driver will be assigned work in the Transportation Department to maintain the established time until additional route time becomes available to restore the driver's original bid time.

10. Any additional regular run not on the bid board on the day of bidding, or which becomes available at times other than at the regular bid due to resignation, prolonged sick leave, or leave of absence, shall be offered to drivers within twenty (20) working days of the vacancy on the basis of seniority. Any changes in assignment shall not increase a driver's run to more than eight (8) hours per workday.

11. All bid routes shall be at least four (4) hours. Routes shall be written to provide for consecutive hours, whenever possible and to give as much time as possible, not to exceed eight (8) work hours per work day.

12. A route may increase in time due to the addition of students. Established route daily hours will be posted in the Drivers Room.

13. Midday runs shall be paid at not less than one (1) hour, regardless of whether they continue from or into the next run. Additional middays, therapy and ROP runs added after the annual bid will be distributed by daily route time and bus capacity.

14. In the event that a bus driver position becomes vacant after regular bus driving schedules are chosen, the vacant position, if it is to be continued by the District, shall be offered to the bus drivers on the basis of seniority. A bus run which is added during the regular day which is not or cannot be chosen by a unit member bus driver may be assigned to any other District employee.

15. In the event of special care needed by a student, or other special circumstances, the District reserves the right to assign the bus driver. If this occurs, the District will make a good faith effort to avoid an adverse impact on the unit member's hours.

16. No employee with substitute status only shall be assigned to a bus run (including athletic trips and similar assignments) if a bus driver with regular status is available for the assignment.

17. Bus drivers will be paid for up to 20 hours of class attendance time and the related class registration fee every two years in order to maintain an unrestricted California School Bus Driver's Certificate (not operator's license).

18. Excursions during non-school days when trip occurs during lunch time: 1 hour will be deducted for lunch if the trip is 6 hours or more and there is layover time.

19. Excursions during school hours: If the trip totals 4 hours or more and occurs during the regular lunch period, lunch time will be deducted up to 1 hour if there is ample layover time.

20. Drivers will enter on the daily report the exact time that is spent on extra work.

21. If the driver has a trip that starts within an hour of evening sign out time, they will be paid for this layover time.

22. When a driver has a trip and their bus has not been driven within an hour, 15 minutes warm-up time will be allowed, if the time is expended, plus travel time to place of pick up.

23. Drivers will clean their buses during regular schedule or on excursion layover time. One hour per week extra cleaning time will be allowed each part time driver (not to be paid at time and one-half). This hour will be taken when it will not be overtime.

24. Drivers who have been assigned someone else's bus, will sweep it on return to the yard.

25. If a driver is ill when his/her turn comes up on the overtime roster, he/she will be passed.

26. If the driver is not at work when his/her turn comes up on the overtime roster and he/she can be reached by telephone, the trip will be offered to him/her. If the driver cannot be reached, he/she is passed.

27. Drivers will check mail boxes before leaving the yard on a run or going home.

28. The District shall, assuming there is no additional cost involved or other valid reason, make a good faith effort to assign unit members rather than contract carriers to cover extra hours runs such as field trips and athletic events.

29. Bus drivers will be provided with appropriate uniforms.

30. During the school day, bus drivers will be paid through a layover of one hour or less.

31. The District agrees to notify bus drivers who have overnight assignments of their housing accommodations prior to the assignment.

Bus route information for bidding shall include:

1. Bus number;
2. School serviced;
3. Approximate daily route time to the nearest advanced one-half (1/2) hour;
4. Number of wheelchairs (if any); and
5. If attendant is required.

Available Office Work

If available, office work will be offered to all drivers equally in rotation. If any driver declines office work, the Transportation Supervisor will continue down the seniority list. Drivers may have the option to decline all office work or bus cleaning, at his/her election for the entire school year.

A driver may reinstate his/her election to take office work if it is part of a medical accommodation. Any such accommodation shall be exempted from this section.

Field Trips: Assignments and Reassignments

1. All field trips are separate from daily runs.
2. Field trips are to be logged when they are received and readily available for drivers to see.
3. Weekday field trip time will be separate from weekend/holiday trips for equalization purposes, and will be posted on a weekly basis.
4. All trips for the following week (beginning Tuesday) will be posted by 1:00 p.m. on Friday.

5. Drivers' names are to be added the following Monday.

6. Drivers turning down trips will sign, date, and note time and will be charged the time turned down. Every effort shall be made to keep trip time and overtime hours equal. A driver who has turned down a trip or midday that is part of his/her regular assignment will not be given extra work for that day.

7. Every effort shall be made to equalize weekday and weekend trips.

8. Holiday, weekend, winter and spring break work shall be offered by seniority rotation and no time will be charged for this work.

9. To be eligible for Saturday and Sunday trips, a driver must be at work and work his/her regular assigned runs the last working day preceding the trip, or it will be reassigned. Exceptions will be made for vacation and holiday trips.

10. No work shall be assigned to a substitute driver if a regular driver is available to work.

11. Work that provides for an assignment beyond the regular work year assignments of drivers shall be offered to drivers (within the bargaining unit) by seniority.

#### Stand-by Time

1. Bus drivers on extra trips, including but not limited to athletic events, field trips, and curricular trips, who are required to remain on stand-by for the duration of the event for which the extra trip is made, shall be paid all stand-by hours at their regular rate of pay. Whenever any combination of driving time and stand-by hours exceeds eight (8) hours in any workday, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular rate of pay.

2. Drivers shall be notified of any trip cancellations by the time the driver is required to report to the bus yard for his/her bus. If the driver is not notified and the bus run is cancelled for runs on weekends, non-student days, and holidays, a driver who shows up for work shall receive two (2) hours pay at straight time during the week for a run of four (4) hours or less, and an additional half-hour (1/2) of pay for each hour of the scheduled run in excess of four hours, up to a maximum of four (4)

hours pay. When the driver is assigned and working a regular bid run, he/she shall be paid at the rate of time and one-half on Saturdays and Sundays, and at the overtime rate of one and one-half times his/her regular rate of pay in addition to his/her regular rate of pay on holidays.

3. For field trips during school vacation periods (winter recess, spring recess, etc.) a driver assigned to duty shall be paid three (3) hours, or all hours worked, whichever is greater.

CSEA Release Time for Officer to Attend Monthly Chapter Meetings

CSEA officers in the Transportation Department shall be excused from performing any work that conflicts with his/her attendance at the monthly chapter meetings.

ARTICLE IX: EVALUATION PROCEDURES AND PERSONNEL FILES

A. General

The procedures of evaluation are subject to the Grievance Procedure, Article V, of this Agreement. Subjective evaluation findings are not a grievable matter. The District retains sole responsibility for the evaluation and assessment of performance of each unit member. No grievance arising under this Article shall challenge the objectives, standards, or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.

All unit members shall be evaluated under the following procedures:

B. Identification of Evaluators

Each unit member shall be notified of the identity of his/her evaluator, and the evaluator shall not be a unit member. When a unit member works under more than one administrator, such as a clerk assigned to two schools, the District shall designate one administrator as the primary evaluator. When the evaluation of a unit member assigned to more than one administrator varies significantly between administrators the other administrator(s) shall attach their comments to the evaluation. The primary evaluator shall be the administrator for whom the unit member works

the most hours, unless the unit member is notified otherwise within thirty (30) days of the District decision to make an exception to this rule. Unit members may be required to provide input to an evaluator when the collection of such data is part of their assigned responsibilities.

C. Written Evaluations, and Signature and Distribution of Evaluations

1. Unit members who are probationary employees shall be evaluated in writing during their probationary period after forty-five (45) calendar days and after 5 1/2 months. Unit members who are permanent employees shall be evaluated in writing annually.

2. In the case of an unsatisfactory evaluation (unsatisfactory meaning that some factor is judged below average by the evaluator) for a probationary or permanent employee, the employer shall conduct a follow-up evaluation in sixty (60) calendar days. Special evaluations may be initiated by the evaluator when the evaluator judges that some factor is below average.

3. Each regular and special written evaluation shall be on the District-approved form.

4. The evaluation shall contain an appraisal of the unit member's performance, which shall include the identification of outstanding professional competencies and, if needed, appropriate recommendations or specific suggestions where further improvement is required.

5. The unit member will receive an unofficial copy of the evaluation at the close of the evaluation conference.

6. The personnel office shall forward an official copy of the evaluation to the unit member after its review.

7. A unit member may attach his/her written comments to the evaluation within ten (10) work days after receipt of the official written evaluation; such receipt will constitute, for unsatisfactory evaluations, notice of potentially derogatory material.

Notwithstanding the above, probationary employees may be dismissed for cause at any time prior to achieving permanency.

Any probationary employees dismissed will be allowed upon request a "Skelly Hearing" with the appropriate Cabinet-level

administrator and thereafter will not be allowed any other appeal rights.

Should the unit member being evaluated disagree with the substance of the evaluator's judgment, the unit member may appeal that judgment within ten (10) work days to the evaluator's administrator. The judgment of the evaluator's administrator shall be final and not subject to the provisions of Article V, Grievance Procedures.

2. The evaluator shall confer with the unit member regarding the evaluation. If the unit member is absent, the evaluator shall confer with the unit member upon the member's return to work. The evaluator may recommend, or the unit member may suggest, that the unit member participate in District inservice training or additional formal schooling in order to improve his/her present job skills. The decision to implement such inservice training or formal schooling at District expense shall be a District decision dependent in part upon current funds available and the constraints of law.

3. When the evaluation of a unit member indicates that some factor is judged below average by the evaluator or that further professional growth is required, the evaluator shall provide recommendations for improvement and schedule a follow-up evaluation of the unit member.

#### D. Signatures and Distribution of the Evaluation

Each written evaluation of a unit member shall be signed by the evaluator. The evaluatee shall sign to acknowledge receipt of the evaluation with the understanding that such signature signifies receipt but not necessarily agreement to the contents. The signatures shall be dated. The unit member shall receive one copy of the evaluation and one copy shall be forwarded to the unit member's personnel file. One or more copies may be retained by the evaluator as needed. The unit member may attach a written response to the evaluation within ten (10) working days.

#### E. Reprimands and Warnings

When the District issues a written reprimand or written warning, the responsible supervisor or administrator shall counsel with the unit member, and provide him/her with specific directions for improvement. Such action shall, except in extraordinary circumstances, occur within ten (10) working days after the

supervisor/administrator knew of the conduct giving rise to the reprimand.

The unit member may attach a written response to the document within ten (10) working days.

Conduct which has not been written up as provided above shall not be used as the basis for an unsatisfactory formal evaluation, unless the conduct occurred within ten (10) working days of a formal evaluation.

Responses to evaluations, reprimands and warnings shall be prepared on the unit member's own time.

The written reprimand or warning shall indicate specifically the date, time, place, witnesses, and circumstances of each incident of unsatisfactory performance or violation of the rules of the Board or Personnel Commission.

The reprimand or warning shall be discussed at a meeting scheduled at least 24 hours in advance between the supervisor and the unit member.

The reprimand or warning shall be factual, nondiscriminatory, and shall not be arbitrarily given. The unit member may be accompanied to the meeting by a job steward or other CSEA representative.

The substance of the reprimand or warning may be appealed to the supervisor's administrative supervisor within 10 days of when the employee received the warning or reprimand. The decision of the administrative supervisor shall be final.

F. Personnel File

1. The official personnel file for each unit member shall be kept at the District Administration site. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for inspection of the unit member involved.

2. Such material is not to include ratings, reports, or records which:

a. were obtained prior to the employment of the person involved,

b. were prepared by identifiable examination committee members, or

c. were obtained in connection with a promotional examination.

3. Every unit member shall have the right to inspect such materials upon request, except materials mentioned in Paragraph F.2. above, provided that the request is made at a time when such person is not actually required to render services to the District.

4. Information of a derogatory nature, except material mentioned in Paragraph F.2. above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right, within ten (10) work days of delivery of the notice, to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

5. Whenever a unit member has the right to inspect a document or file as provided in Paragraph F.4. above, he/she may be accompanied by a CSEA representative if the unit member so desires. Such review shall normally take place outside of the unit member's assigned hours. Upon written authorization of a unit member, a CSEA representative may inspect a document or file.

6. Every unit member shall have the right to obtain a copy of any materials in his/her file with the exceptions mentioned in Paragraph F.2. above.

7. As described in more detail above in Part A, the personnel file procedures listed above are subject to the Grievance Procedures, Article V, of this Agreement.

8. Warnings shall not be removed from the unit member's personnel file after one year.

ARTICLE X: TRANSFERS/SELECTION PROCEDURES

A. Definition

1. A transfer is the permanent relocation of a unit member without examination between schools or work sites in the District; provided, however, that the unit member's new position is the same classification, or a related classification with the same salary range, as the position from which the unit member is being transferred. For the purposes of this Article, a classification is any group of positions which have been defined by the Personnel Commission as belonging to the same classification. Paid overtime or extra time assignments shall not cause a particular position to be deemed different or separate from other positions in its classification. Changes in the schools or other locations served by unit members whose duties take them to two or more locations (such as painters, maintenance workers, and other relevant classifications) are not deemed transfers hereunder. A change of office or other assignment change which is limited to a particular school or work site is not a transfer.

2. Transfers fall into two categories: (1) involuntary transfers that are initiated by the District, and (2) voluntary transfers that are initiated at the request of a unit member.

3. While such action shall not be punitive, the District reserves the right to determine when and where there is an opening, and to transfer unit members from one school or work site to another school or work site, when the Superintendent or his designee concludes that such a transfer is in the best interests of the District, subject to the following procedures.

B. Involuntary Transfers

1. Involuntary transfers are those which are initiated by the District without prior request of the affected unit member.

2. Upon request of a unit member, reasons for any involuntary transfer shall be discussed with the unit member by his/her immediate administrator or other administrator.

3. When choice of positions is possible, unit members may indicate an order of preference for consideration by the District.

4. Involuntary transfers shall be based upon sufficient work-related reasons. Involuntary transfers shall not occur for punitive reasons.

"Sufficient work-related reasons" as used herein shall include but are not limited to, the following:

a. changes in staffing allocations as a result of program changes;

b. to avoid a unit member supervising or being subject to the supervision of a relative;

c. in the event the District physically moves an entire departmental location;

d. in the event the unit member requires supervision not available at a particular location.

C. Voluntary Transfers

1. Voluntary transfers are those which are initiated by a unit member.

2. A unit member who desires a transfer shall file a written request in Personnel stating the position(s) and work site(s) desired. The request may be filed even if there is no known opening at the time. The request shall automatically expire in one year unless renewed in writing by the unit member.

3. Filing of a request for transfer shall be without prejudice to the unit member in the unit member's present position.

4. When the District determines that a vacant position will be filled with a regular appointment, unit members who have requested a transfer to that position shall be given equal consideration with those who are on an eligibility list for that position.

D. Medical Consideration

1. When a permanent unit member becomes temporarily unable to perform some of the duties of his/her classification, the District shall attempt to provide light duty in a position in his/her classification when such assignment is, in the judgment of the District, available and can provide significant assistance to

the District. The District may require a physician's statement regarding what duties the unit member may and may not perform.

2. Medical Transfer. When a unit member becomes physically or emotionally incapacitated for the performance of his/her duties as determined by the District-appointed physician, the District may, with the approval of the member, transfer him/her to a position (when available) in a class of the same or lower salary level which he/she has the ability to fill or for which he/she may be expected to acquire the necessary ability after a reasonable program of inservice training. The District shall provide the inservice training required to enable the unit member to perform the duties.

The determination by the District's physician shall consist of current up to date health history and examination.

In case of transfer to a lower level, the unit member shall receive the same salary he/she is receiving in his/her former class but not to exceed the maximum of the salary of the class to which he/she is transferred. He/she shall retain his/her anniversary date.

#### E. Employee Selection Procedures

When the District determines that a vacant position exists and it is to be filled other than by a substitute for the regular incumbent, and it is reasonably apparent that the position will exist for more than ninety (90) days, then the District shall proceed to fill the position utilizing the following procedures.

1. Seniority Candidate If no transfer candidates exist, a unit member shall be entitled to an increase in time based on seniority.

2. Transfer and Seniority Candidates When transfer candidates exist, those candidates shall be interviewed along with the candidate entitled to a position by seniority. A selection shall be made from the interviewed candidates. If the seniority candidate is selected, the process is complete. If a transfer candidate is selected, and a new vacancy is created, the process will revert back to Paragraph E.1.

3. Transfer Candidates When no candidates entitled by seniority to a position exist, and three or more transfer candidates exist, the District shall conduct an interview and select from the interviewed candidates. When less than three

transfer candidates exist, a sufficient number of candidates from the appropriate eligibility list shall be included in the interview process and a selection shall be made from these candidates.

4. No Transfer Candidates When no transfer candidates exist, the District shall select from the appropriate eligibility list.

F. Interviews

1. Interview Notice/Acceptance A unit member has 24 hours to accept an interview from the time he/she is notified of the opportunity. Failure to comply with the timeline shall, except in extenuating circumstances as agreed by the parties, eliminate the candidate from participating in the interview process.

2. Declining Interview (Seniority candidates) Seniority candidates may decline to interview for two opportunities. If the candidate declines a third opportunity, he/she shall lose his/her right to interview for vacant positions as a seniority candidate.

**ARTICLE XI: LEAVES OF ABSENCE**

A. General Rules for Leaves of Absence

1. A leave of absence is an authorization for a unit member to be absent from duty for a specified period of time and for an approved purpose. Probationary unit members are eligible to apply only for the following leaves: Bereavement Leave, Sick Leave, Industrial Accident and Industrial Illness Leave, Personal Necessity Leave, and Holiday Leave.

2. Leave benefits for part-time unit members shall be accrued, taken and paid in the same proportion that their regular salary bears to the salary they would receive if they were full time.

3. A unit member who is absent from work without leave or authorization shall receive no pay, and may be subject to disciplinary action under procedures which are beyond the scope of this Agreement.

4. A unit member who is absent from work on paid leave shall have his/her allowable or accrued leave charged one full day for each day of absence. A unit member who is absent from work on paid leave for a portion of a day shall have his/her allowable or

accrued leave charged one hour for each hour of absence. A fraction of an hour absence shall be rounded and charged to the nearest one-quarter (1/4) hour. The rate at which a unit member accumulates paid leave time shall be adjusted if a change of assignment alters the amount of leave earnable.

5. No unit member absent on a long-term unpaid leave or any unauthorized leave of absence shall be eligible for any paid leave of absence during the period of such unpaid or unauthorized leave.

6. Requests for paid and unpaid leaves of absence shall be submitted to the District on the appropriate forms. Failure to submit a leave request in the manner required by the District may result in denial of the leave.

7. A unit member on approved paid leave of absence shall be continued in the medical and dental benefits provided in Article XIII, Salaries and Benefits. A unit member who goes on approved unpaid leave of absence shall be continued at District expense in the medical and dental benefits for the balance of the month, and thereafter shall be covered at the unit member's expense pursuant to whatever conversion rights are provided by the carrier.

8. Upon return from a short-term leave (one month or less) the unit member shall be returned to his/her previous assignment, unless transfer procedures were earlier commenced pursuant to Article X, Transfers/Selection Procedures. Upon return from a longer term leave the unit member shall be returned to his/her previous assignment if a substitute has been filling it, and may or may not be returned to it if a regular employee has been assigned to fill it. If no vacancy exists in the unit member's classification or if the unit member's classification has ceased to exist, the unit member may exercise his/her bumping rights.

9. Return to Work after a Long-Term Leave of Absence A unit member who is on leave for thirty (30) or more days shall be considered to be on a long-term leave of absence. A unit member shall notify the District of his or her intention to return at least five (5) days prior to the date the leave was scheduled to end. Such failure to provide such notice may result in either a delay in the return or loss of return rights.

10. Notice Requirements for Short-Term Absence A unit member shall notify his/her immediate administrator as soon as the necessity to be absent becomes known to the unit member. A unit member assigned to day shift shall notify his/her immediate

administrator or designee of his/her return to work no later than one hour before the end of the shift on the day preceding the intended return. A unit member assigned to night shift shall notify his/her immediate administrator or designee of his/her expected return to work no later than 10 a.m. of the day of the intended return. If the unit member fails to notify his/her administrator and both the unit member and the substitute report, the substitute is entitled to the assignment, and the unit member shall not receive pay for that day, and the day shall be counted as personal business.

B. Sick Leave

1. Sick leave is the authorized absence of a unit member, currently in active paid status, because of illness or injury, or exposure to contagious disease as determined by legally established quarantine.

2. A unit member employed full time shall earn paid sick leave at the rate of one day of leave for each month worked. If a unit member starts or ends employment, within a month, the unit member shall earn one day of leave only if he/she is employed at least eleven working days that month.

3. A unit member who regularly works less than eight hours per day shall earn sick days which are equal in length to that unit member's normal work day. For example, a unit member assigned to work three hours per day five days per week shall accumulate one three-hour day of sick leave per month.

4. A unit member shall be credited at the beginning of each fiscal year with all sick leave which he/she is scheduled to earn that year. A unit member who terminates employment prior to the end of the fiscal year, or who otherwise fails to earn through actual service sick leave which was taken in advance of accrual, shall have the appropriate amount either deducted from his/her salary, or otherwise returned to the District.

5. If a unit member does not take the full amount of sick leave allowed in any fiscal year, the amount not taken shall be accumulated from year to year.

6. Earned or accumulated sick leave shall not be considered as vacation, nor shall a unit member be reimbursed for unused sick leave at the time of separation except as may be provided by PERS for purposes of retirement.

7. Sick leave shall not be transferable from one unit member's accumulated balance to that of another employee under any circumstances.

8. Paid sick leave may be authorized at any time during the fiscal year, except that:

a. A probationary unit member may not take more than six (6) sick leave days during his/her first six months of employment; and

b. A unit member who terminates during the fiscal year may not use a larger proportion of that fiscal year's current sick leave than his/her actual days served bears to his/her total days scheduled to be served in that fiscal year.

9. When a permanent unit member is absent from his/her duties on account of illness or accident, whether or not the absence arises out of or in the course of District employment of that unit member, the unit member shall be paid as follows:

a. First, full salary (or full hourly rate for hourly employees) for that period of his/her absence covered by his/her current and accumulated sick leave; and

b. Second, statutory leave, which will be 100 days at fifty percent of the unit member's daily rate.

(1) The 100 working day period shall begin after the expiration of the current year's allotment of sick leave and accumulated sick leave, if any. At the employee's option, he/she may use accumulated vacation prior to commencement of or after exhaustion of the 100 day statutory leave.

(2) Five school months shall be considered as 100 working days.

(3) 100-day statutory pay to be renewed each school year but unused days shall not carry over from year to year.

10. Any unit member formerly employed in a California public school district or California public county superintendent of schools office for a period of one calendar year or more whose employment was terminated for reasons other than action initiated by the employer for cause, and who subsequently accepts employment with the District within one year of such termination of his/her former employment, shall have transferred with him/her to this

District the total amount of unused, earned leave of absence for illness or injury to which he/she was entitled under California Education Code § 45191.

11. Unused sick leave days in excess of 50 days earned with the District as of July 1 will result in a floating holiday for the subsequent year. Employee must maintain at least 75% of the following year's allotment of sick leave days to receive a floating holiday.

C. Industrial Accident and Industrial Illness Leave

1. Industrial Accident and Industrial Illness leave is leave granted a unit member who is absent because of injury or illness which arose out of and in the course of the unit member's employment, and for which the unit member is receiving temporary disability benefits under the worker's compensation laws of this State.

2. A unit member who has sustained a job-related injury or illness shall report same to the immediate administrator as soon as possible and normally no later than the next scheduled work day following the occurrence.

3. In order to qualify for industrial accident and industrial illness leave coverage, a unit member claiming such leave may, at the District's discretion, be subject to examination by a District-appointed physician to verify his/her condition and to evaluate any claims. At the unit member's prior written request, a unit member may utilize his/her own physician for treatment, provided the unit member assumes responsibility for providing his/her own transportation and for the billing of services to the District's insurance carrier.

4. Each industrial accident and industrial illness leave granted to a unit member shall not exceed a total of sixty (60) of the unit member's regular scheduled work days per fiscal year. The leave will terminate if the employee is awarded permanent disability. Allowable leave shall not be accumulated from year to year.

5. Industrial accident and industrial illness leave shall start on the first day of absence.

6. Payment for salary lost on any day shall not, when added to an award granted to any employee under worker's compensation laws of the State, exceed the normal pay for the day.

7. Industrial accident or industrial illness leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.

8. When an industrial accident or industrial illness occurs at the time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same injury or illness.

9. When entitlement to industrial accident or industrial illness leave has been exhausted, entitlement to other available leave will then be used, beginning with sick leave. But if a unit member is receiving worker's compensation he/she shall be entitled to use only so much of his/her accumulated or available sick leave, vacation or other available leave which, when added to the worker's compensation award, provide for a full day's wage or salary.

10. During all paid leaves of absence, whether industrial accident or industrial illness leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided in this Agreement, the unit member shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this State. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized deductions.

11. Any unit member on industrial accident or industrial illness leave shall remain within the State of California unless the Board of Education authorizes travel outside the State.

12. When a permanent unit member becomes temporarily unable to perform some of the duties of his/her classification, the District shall attempt to provide light duty in a position of his/her classification when such assignment is, in the judgment of the District, available and can provide significant assistance to the District. The District may require a physician's statement regarding what duties a unit member may and may not perform. A unit member shall be permitted to return to service after an industrial accident or industrial illness leave only after presenting a release from the attending physician certifying the unit member's ability to return to his/her regular duties. The

District may also require the unit member to submit to an examination by a District-appointed physician at District expense prior to permitting the unit member to return to his/her regular duties. In the event that the industrial accident or industrial illness exceeds one pay period, the attending physician shall notify the District of the estimated return date of the unit member.

13. Leave without pay After the expiration of paid leave as provided in this section, a unit member who is unable to return to work as determined in Paragraph C.12. above may be granted additional leave without pay for one (1) year.

14. Prior to the expiration of paid industrial accident and industrial illness leave, the District shall provide information to the unit member about the availability of vocational rehabilitation benefits. Additionally, the unit member may apply for a medical transfer under Article X Transfers/Selection Procedures.

D. Pregnancy Leave

1. Paid Pregnancy Leave A unit member who remains on paid status until the date of an actual disability resulting from pregnancy, childbirth or miscarriage, shall be permitted to utilize accumulated sick leave during her period of physical disability, provided the dates of disability are certified by her physician.

2. Unpaid Pregnancy Leave Upon application of a pregnant unit member, an unpaid leave shall be granted in order to permit the unit member to prepare for maternity. The term of such leave shall be established in the reasonable discretion of the District so as to minimize disruption of the educational program. This leave may be combined with Infant Care leave as provided below.

Use of sick leave for pregnancy-related disabilities shall be in accordance with Sick Leave procedures of this Article.

E. Infant Care Leave

1. An unpaid Infant Care leave of absence may be granted to any unit member for the purpose of providing care to his/her child (including an adopted child) who is less than one

year old. This leave may be scheduled following pregnancy leave taken pursuant to Section D of this Article.

2. It is the responsibility of the unit member to provide the immediate administrator with a written request for such leave at least forty-five (45) calendar days in advance of the intended last day of service to the District. The request shall indicate beginning and ending dates, and may include the time span from the date of birth or adoption until the first birthday of the child. In the case of adoption, the request shall be supported by a licensed adoption agency's certification of adoption and the birth date of the child. The District shall in its reasonable discretion determine the term of this leave, so as to minimize disruption to the District's programs.

F. Child Bonding Leave

Unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child any time within one year from the date of the child's birth or placement as provided by the California Family Rights Act (CFRA).

a. Pursuant to Education Code § 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the 12-week child bonding leave, he/she shall be entitled to differential pay as defined in Education Code § 44977.5 for the balance of the 12-week period.

b. The unit member shall make every reasonable effort to provide the District at least thirty (30) days prior notice of intent to take child bonding leave.

c. The unit member shall not be provided more than one 12-workweek period for child bonding leave during any 12-month period.

d. The unit member and the District may mutually agree on the increments the leave may be taken.

G. Family Care and Medical Leave

1. Statement of Policy

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the District will

provide family care and medical leave for eligible employees, as defined.

## 2. Definitions

a. "12-Month Period" - means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

b. "Child" - means a child under the age of eighteen (18) years of age, or 18 years of age or older who is incapable of self-care because of mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.

c. "Serious health condition" - means an illness, injury, or physical or mental condition that involves:

(1) Any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility;

(2) Any period of incapacity requiring absence from work or more than three (3) calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;

(3) Continuing treatment of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or

(4) Prenatal care by a health care provider.

d. "Continuing treatments" means:

(1) Two (2) or more visits to a health care provider;

(2) Two (2) or more treatments by a health care practitioner (e.g. physical therapist) on referral from, or under the direction of a health care provider; or

(3) A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g. medication therapy).

3. Reasons for Leave

Leave is only permitted for the following reasons:

a. The birth of a child or to care for a newborn of an employee;

b. The placement of a child with an employee in connection with the adoption or foster care of a child;

c. Leave to care for a child, parent or spouse who has a serious health condition; or

d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

4. Employees Eligible for Leave

An employee is eligible for leave if the employee has been employed for at least twelve (12) months immediately preceding the commencement of the leave.

5. Amount of Leave

Eligible employees are entitled to a total of twelve (12) workweeks of leave during any 12-month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

6. Employee Benefits While on Leave

Leave under this policy is unpaid. While on leave, employees will continue to be covered by the District's group health benefits to the same extent that coverage is provided while the employee is on the job. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave, or because of circumstances beyond the employee's control.

7. Other Paid Leaves

This unpaid leave shall be in addition to other paid leaves to which a unit member is entitled.

8. Employee Notice of Leave

Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) calendar days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed.

H. Catastrophic Illness/Sick Leave Bank

1. Policy

The purpose of the CSEA Sick Leave Bank is to assist those permanent classified employees who have suffered a catastrophic illness or injury which results in the employee using all available sick leave. "Catastrophic" shall be defined as a debilitating illness or injury which results in the loss of the ability to work as verified by a licensed physician and to the satisfaction of the CSEA Sick Leave Bank Committee. Eligible employees shall receive benefits pursuant to this policy when approved by the Sick Leave Bank Committee.

2. CSEA Sick Leave Bank Committee

a. The CSEA Sick Leave Bank Committee shall manage and operate the Sick Leave Bank. The Committee shall be responsible for determining the appropriate amount of days, if any, to distribute to applicants.

b. The Sick Leave Bank Committee shall consist of the CSEA President, the CSEA Vice President and three members at large. The decisions of the Committee shall be final and binding and are not subject to the grievance procedures by employees.

c. The Committee may require additional information and validation of illness or injury at the employee's expense.

d. The Committee shall not authorize more than fifty (50) days or 50% of the total available days in the Sick

Leave Bank, whichever is less, to any one member for a single catastrophic illness or injury.

3. Eligibility, Participation and Membership

a. An employee shall have one work year's worth of sick leave before he/she can participate in the Bank.

b. An employee must complete and submit the approved membership application to the Committee by the first Friday in October.

c. To qualify for consideration a classified employee shall:

(1) Be a current member of the Bank.

(2) Contribute a minimum of one day per year to maintain membership in the Bank. One day shall be defined as the regular workday assignment of the employee donating the day.

(3) Membership shall automatically continue from year to year with the transfer of one day from the enrolled employee's District sick leave to the Sick Leave Bank. Employees may donate a maximum of half their earned sick leave account in any given year provided they notify the Committee in writing by the first Friday in October.

4. Exclusions

a. The following categories are excluded from Sick Leave Bank benefits:

(1) Employees with pending and/or approved worker's compensation claims and related illness leaves.

(2) Illnesses or injuries in the immediate family or anyone other than the employee.

5. Membership Cancellation

a. Employees may discontinue participation in the Sick Leave Bank by submitting a letter to the CSEA Sick Leave Bank Committee indicating their membership cancellation. The letter must be submitted by the first Friday in October.

b. Donations of days are irrevocable and nonrefundable.

6. Request for Sick Leave Bank Days

a. Employees who are seeking consideration of sick leave bank days must fill out the approved application form and submit the form to the Committee. All information must be filled out completely. The Committee may reject applications for incompleteness.

b. The Committee shall forward a copy of the application to the District and indicate on such application if the request was rejected or approved and if approved, the number of days the Committee has authorized.

c. In the event an employee does not utilize all of the approved days, the unused days shall be returned to the Sick Leave Bank.

7. Catastrophic Leave Status

a. Employees shall be considered in regular paid status but shall not earn vacation or sick leave while utilizing Catastrophic Leave.

b. Employees shall receive their regular rate of pay for days authorized from the Committee.

8. Sick Leave Bank Days

a. All donations of days shall be general in nature. A day donated by an employee shall be considered one day for the purpose of the Bank and shall not be prorated.

b. Unused Sick Leave Bank days shall be carried forward to the next year.

9. Procedures

Following are the procedures to be followed for the CSEA Sick Leave Bank.

a. Open enrollment will be during the District's Open Enrollment period for health benefits. The form is to be supplied by CSEA.

b. Enrollment is limited to CSEA unit members only.

c. The form is to be filled out by the employee wishing to join and returned to CSEA. The Chairperson will then approve and date the form.

d. The form will then be sent to Classified Payroll. After Payroll has completed putting the employee into the Bank they will initial the Payroll line, keep the yellow copy and return the other two copies to the Chairperson.

e. Chairperson will file the white copy and send the employee the pink copy through the District mail.

f. Payroll will provide the Chairperson with an up to date list of all members after enrollment if finished.

#### 10. Hold Harmless

It is agreed that CSEA shall indemnify and hold harmless the District, the Board of Education and its members, and each member of management, against any and all claims, demands, or suits or any other action arising from or in connection with the Sick Leave Bank.

#### I. Health Leave

1. A unit member who has exhausted all sick leave benefits and is unable to return to service due to personal illness or injury may be placed on an unpaid leave of absence for reasons of health. Such a leave may, in the sole discretion of the District and without creating precedent, be extended.

2. A unit member who is seeking a health leave shall submit a written request accompanied by a medical statement verifying the need for the leave. Said request shall include the desired beginning and ending dates of the leave. The request shall be submitted to the Personnel Office in sufficient time for consideration by the Superintendent and presentation to the Board of Education prior to the desired effective date of the leave.

3. A unit member shall not accept gainful employment while on a health leave of absence without prior written approval of the Superintendent.

4. Prior to returning to active duty, the unit member shall submit a medical statement indicating his/her ability to assume assigned duties.

J. Bereavement Leave

1. A unit member shall be granted necessary leave of absence, not to exceed three days, or five days if travel of more than 300 miles is required, on account of the death of any member of the unit member's immediate family.

2. Member of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of either the unit member or the spouse of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunts, uncles, nieces and nephews of the unit member; and any relative living in the immediate household of the unit member.

K. Personal Necessity Leave

1. A unit member may elect to use not more than seven (7) instances per fiscal year of unused sick leave for purposes of approved personal necessity leave. An instance shall be defined as from one to up to 40 hours of missed time. Unused personal necessity leave entitlement shall not be accumulated from year to year. The number of days of personal necessity leave shall not exceed the number of full days of unused sick leave to which such member is entitled. Personal necessity leave may be taken in hourly increments. No more than two instances of personal necessity leave may be taken back to back. Exemptions will be based on District approval. Further, if an employee calls out sick after being denied personal necessity leave, they must provide a doctor's note to be compensated.

2. Personal necessity leave may be utilized for any of the following reasons:

a. Death of a member of the unit member's family which is not covered by Bereavement Leave or when additional leave is required beyond that period under Bereavement Leave.

b. Accident or illness, involving the unit member's person or property, or the person or property of a member of the unit member's immediate family. Such accident or illness must involve circumstances which cannot reasonably be disregarded

and are of such severity that the unit member is required to attend to the problem during his/her assigned hours of work.

c. Appearance in any court or before any public administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. The dates and times of necessary attendance under such order shall be certified by the clerk or other authorized officer of the court or tribunal, and such verification shall be submitted by the unit member to the District. In any case in which a witness fee is payable, such fee shall be collected by the unit member and given to the District business office. Unless the District has hired a substitute for that day, the unit member must return to work if it is not necessary to be absent the entire work shift. Appearances required of a unit member in District-initiated litigation shall not be charged against the unit member's personal necessity leave. Appearances required of a unit member under the provisions of Article IV, CSEA Rights, and Article V, Grievance Procedures, shall be treated for leave purposes as described in those Articles.

d. Religious Observances Participation in religious observances when the unit member conscientiously believes that participation in such observances is necessary and requires absence from duty.

e. Illness of a Member of the Immediate Family An illness of a member of the immediate family (including childbirth) which is of such a nature that the absence of the unit member is required during his/her work day;

f. Paternity Birth of a child to the partner of a unit member.

g. Other emergencies A matter of compelling emergency nature which is not covered by one of the above reasons and which cannot reasonably be disregarded, and is of such severity that the unit member is required to attend to it during assigned hours of service. The District shall not challenge the definition of "emergency" as used in this section on the first day of usage in any one school year on any other than the first or last work day of the week. Unit members shall, whenever possible, give 24 hours' notice of such emergency.

3. The unit member shall submit a request for personal necessity leave on a District-approved form to the immediate administrator not less than three (3) work days prior to the beginning date of the leave except where extenuating circumstances

make such notice impossible. When prior approval is not required, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate administrator of the expected duration of the absence as soon as possible.

4. The District reserves the right to review each request for personal necessity leave and to verify such request by appropriate means. The immediate administrator is responsible for granting or denying the request. Any denial of such request may be appealed by the unit member to the next level of administration.

L. Jury Duty Leave

1. A unit member called for jury duty in the manner provided by law shall be granted a leave of absence for jury service. The unit member shall receive his/her regular pay while on leave provided that the jury service fee, if any, is assigned to the District by the unit member, and provided that the summons to duty and a court certification of completed service are filed with the District within ten (10) work days of completing jury service. The District shall require verification of jury duty time served. Unit members who fail to file the court certification within ten (10) working days will receive a non-paid day(s).

2. A unit member may keep any mileage check received from the court for travel to and from the court.

3. The unit member shall make himself/herself available for work during hours when his/her presence is not required in court for jury service.

4. Nothing shall preclude the Superintendent or designee from discussing with the affected unit member the practicality of seeking exemption from jury duty when acceptance would tend to materially disrupt the District's operations.

M. Personal Business Leave

1. A unit member may, in the sole discretion of the District, and without creating precedent, be granted an unpaid leave of absence for reasons satisfactory to the District and not enumerated elsewhere in this Article.

2. A unit member seeking an approved personal leave of absence shall submit a written request which includes the

reason(s), any supporting information relating thereto, and the requested duration of the leave.

3. Personal leaves of absence will not normally be granted for the purpose of accepting other employment.

N. Military Leave

Military leave shall be granted, upon written request of the unit member with a copy of the military order to service attached, in accordance with the requirements of State and Federal law then in effect for California public school districts.

O. Vacation Leave

1. Each unit member shall earn vacation at the regular rate of pay earned at the time the vacation is commenced. Such vacation shall be earned by a unit member for each month in which the unit member is in a paid status for eleven (11) or more working days in the month. (A unit member hired on or after the 18th of the month will receive no vacation credit for that month. A unit member terminated before the 15th of the month will receive no vacation credit for that month.) All vacation days will be computed on the basis of the unit member's employment anniversary date adjusted as necessary for leaves of absences, breaks in service, etc. (This date may be different from the salary anniversary date.)

2. Each full time unit member shall earn vacation days in accordance with the following:

First day of employment through 1st year	1 day per month
1 year through 4 years completed service	13 days per year
5 years through 9 years completed service	15 days per year
10 years through 14 years completed service	17 days per year
15 years completed service or over	20 days per year

Vacation days earned shall accrue on a monthly basis.

3. Vacation time for unit members hired for less than 12 months and those unit members working less than a 40-hour week will accrue in direct proportion to the actual time worked.

4. Unit members shall schedule their vacation subject to workload needs of the District and with the approval of the principal, supervisor or department head concerned. However, if all other factors are equal from the District's point of view, and two or more unit members have conflicting vacation requests, the unit member with the most District seniority shall be granted preference. If the unit member is not permitted to take his/her full annual vacation computed from the employment anniversary date, the amount not taken shall accumulate for use in the next year. Any such days may be cashed out upon joint agreement of the unit member and the District.

5. Vacation time which is requested on an emergency basis during the school year, may be granted with the approval of the site administrator. The District shall make a reasonable effort to provide a substitute for the unit member if it believes that such staffing is necessary.

6. Probationary unit members shall earn six (6) days of vacation time after completion of six (6) months of continuous service, plus one (1) day for each month thereafter for the next six continuous months of service (see Paragraph 0.2. above). Vacations should not normally be taken by new unit members until after completion of six (6) months' continuous service, computed from the employment anniversary date. Unit members who have served their initial probationary period and then accept another position in the District for which they must again serve a probationary period shall be authorized, with the consent of their supervisor, to take accrued vacation during their second probationary period.

7. A unit member shall not take vacation time that has not been earned (borrowed vacation).

8. Upon separation from the District, the unit member shall be entitled to lump-sum compensation for all earned and unused vacation; under normal circumstances, unit members shall use all unused vacation days prior to their termination.

9. a. Vacation schedules may be adjusted to illness or bereavement leave when circumstances warrant this adjustment. Any unit member who has three (3) or more years of service with the District and who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved before his/her vacation

period has been completed, shall be placed on sick or bereavement leave under the following conditions:

(1) If the illness or bereavement is for three (3) consecutive days or more;

(2) If the illness or bereavement is such that had the unit member been working he/she would have been absent on sick or bereavement leave;

(3) If the unit member is scheduled to return to duty immediately following the paid vacation period;

(4) If the request is filed with the Board within two weeks of the illness or bereavement or within, at the least, one week of the unit member's return to duty unless extraordinary extenuating circumstances exist which prevent such filings; and

(5) If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in the case of illness.

b. When all or part of a unit member's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the unit member's earned-vacation balance. If possible, the unit member shall be granted opportunity to use this vacation credit in order not to exceed the limit on accrued vacation.

10. The term unpaid vacation as it appears on the absence affidavit form refers to those periods at the Winter Recess time, Spring Vacation time, or other times that the District may designate. However, if on a scheduled school day, students are not in attendance due to an emergency situation and the teachers are paid, unit members shall not be placed on unpaid vacation status. Personnel eligible for unpaid vacations are school lunch employees, bus drivers, instructional aides, and those unit members who are required to take time off from their normal work assignments at such times and do not have accrued vacation time. Unpaid vacation time shall not be used to replace paid vacation time or personal business time. A copy of the approved absence affidavit shall be returned to the unit member.

11. When a paid holiday falls during the vacation period of a unit member, the holiday shall not be charged against the unit member's vacation leave.

12. Employees other than school day only and Child Development programs will not be required to take unpaid vacation during winter and spring breaks.

P. Holiday Leave

1. Holidays shall be those days designated as holidays by statute, as well as those designated by the Board as local holidays. The dates of observance of those holidays shall be determined based upon the District's instructional calendar. The holidays currently designated are:

Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day  
New Year's Eve  
New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day

2. In addition to the holidays designated above, each unit member shall be entitled to one (1) day designated as a paid floating holiday to be used on a day selected by the unit member with prior approval of his or her immediate supervisor. The floating holiday may not be carried over to the following year.

3. In order to be eligible for any paid holiday, a unit member must be on paid status on the working day immediately preceding or succeeding the holiday.

**ARTICLE XII: SAFETY CONDITIONS**

A. The District shall be responsible for providing safe working conditions for unit members and for prescribing appropriate safety standards. The District shall not require or permit an employee to work in a place that does not meet the safety and health standards mandated by the California Occupational Safety and Health Act.

B. Unit members shall be responsible for complying with District safety standards, including accident and safety reports, and for practicing basic safety measures. Unit members shall report to their immediate administrator, preferably in writing, suspected unsafe conditions.

C. The District shall provide and maintain a video camera on each District school bus.

D. The District shall investigate all reports of suspected unsafe conditions, and shall take necessary steps to correct conditions which it identifies as being unsafe.

E. In the event that the District has investigated and acted upon a report of a suspected unsafe condition or has declared the condition safe, but the reporting unit member believes the condition still exists and is unsafe, the reporting unit member may appeal the condition to his administrator's immediate administrator. The intent of this section is to provide for timely resolution of a safety disagreement between a unit member and the unit member's immediate administrator without implementing the Grievance Procedure Article of this Agreement; nevertheless, any unit member who has used the provisions of this section and has not achieved satisfaction may next use the provisions of the Grievance Procedure Article.

F. If teachers and students are sent home, unit members may be sent home if conditions warrant such action.

### ARTICLE XIII: SALARY AND BENEFITS

#### A. Salary Adjustments

Effective July 1, 2021, the District shall increase all salary schedules for the 2021-2022 school year by 5.07%.

#### B. Required Training and Certification

Any newly hired or reclassified unit member required by his/her job description to obtain training or a certificate as a condition of employment, shall obtain the same at his/her expense and on his/her own time. Any subsequent training or certificate renewal required by the District, or provided to the employee on the District time, to include required attendance at classes, costs of tuition if any, and necessary books, shall be at the expense of the District.

C. Salary Rules

1. When a unit member is in paid monthly salary status for only a portion of a month, his/her compensation for that month shall be computed in the following manner:

Step 1 The number of normally paid days in that month not worked shall be subtracted from 22, but the result of this calculation shall never be less than 1;

Step 2 Determine the daily rate by dividing the monthly salary rate by 22.

Step 3 Multiply the daily rate times the number obtained in Step 1.

2. Salary warrants for unit members paid on the monthly schedule shall continue to be issued on or before the 10th and the 25th of each month, with appropriate deductions. Unit members paid on the hourly payroll shall be paid on or before the 10th working day of the succeeding month, with appropriate deductions.

3. Mandatory deductions from gross earnings are those require by law and include for all employees Federal and State Income Tax, Social Security, and Public Employees Retirement System for employees working over 50% of the normal work hours.

4. Voluntary deductions are those deductions the unit member may elect to have taken from his/her gross earnings. Such deductions are made for items and services that are, from time to time, made available to unit members by Board action. Optional deductions must be initiated in writing by the unit member. This authorization shall remain in effect continuously until the District receives from the unit member written notice withdrawing the authorization for the deduction, or until the District policy authorizing such deductions is repealed.

5. A newly hired member shall be placed on Step 1 of the range shown on the salary scheduled for his/her classification, except that the District may authorize higher initial placement, based upon qualifications and/or experience.

6. Newly hired unit members will advance to the next step of the salary schedule on the first of the month following six months of employment provided he/she has successfully completed the prescribed probationary period. Each succeeding

step will be attained one year from the preceding step. For the purpose of this rule, when the first day of service falls between the first and 15th day of the month, the appointment shall be considered as effective on the first day of that month. If the first day of service occurs after the 15th calendar day of the month, the appointment shall be considered as effective at the beginning of the next month. Credit for step advancement shall accrue during leaves of absence for military service or to serve in limited-term positions in the District and during any paid leave of absence, such as industrial accident or industrial illness leave. When a unit member is restored after leave of absence, to his previous salary step, he/she shall receive credit toward step advancement for service on that step prior to the leave. His/her anniversary date shall be adjusted accordingly in order that he/she shall be granted step advancement after having completed the amount of service required.

7. A unit member may be required to work in another classification. If the work is that of a lower paid classification, the unit member shall suffer no pay decrease. If the work is that of a higher paid classification, and is required to be performed for a period of five or more consecutive working days, the unit member's salary shall be adjusted upward for the entire period of such service to the next higher step on his/her temporary salary classification to reflect at least a 5% increase. No unit member shall be paid at a rate higher than Step 5 of the temporarily assigned higher paid classification.

8. A unit member who received a promotion or reclassification to a class allocated to a higher salary range shall be placed on the step of the salary range that is at least 5% above the rate the unit member received in the previous class. Additional advancement will be at six-month intervals thereafter at one-year intervals until the maximum is achieved. For the purpose of this rule, appointment of a unit member to a class with a salary range equal to his/her current range shall not be considered a promotion and shall not warrant a salary increase; in such cases, placement will be made in the same rate formerly earned by the employee, not to exceed the maximum of the range of the class in which he/she is appointed. Step advancement shall be in accordance with Paragraph C.6. above.

9. A unit member who accepts voluntary demotion shall be placed on the step of the range of the lower class which is closest to the rate he/she earned in the higher class, provided that he/she shall not receive a salary increase thereby. He/she shall retain the anniversary date established in the higher class.

The order in an involuntary demotion shall specify the step of the schedule at which the unit member shall be placed, and step advancement shall be in accordance with Paragraph C.6. above.

10. A unit member shall be paid 3.75% above the regular rate of pay for all hours worked if 50% or more of the normally assigned working hours in the shift occur after 6:00 p.m. Such differential is reflected in the classification title and salary schedule.

11. Longevity Pay Longevity pay shall receive the same percentage increase as the classified unit salary increase each year and shall be shown on a salary schedule. Such payments shall be pro-rated for part-time employees; e.g., a half-time employment shall receive 50% of the full rate. Longevity pay is to be considered part of the base hourly rate for purposes of extra time pay.

D. Health Benefits

1. The District will provide the following medical, dental and vision benefits for all eligible unit members and their dependents:

a. Medical

Kaiser HMO, group 101805. The plan design for the 2018-2019 school year shall be as follows:

Service Category	Co-Pay
Office Visit	\$15
Hospitalization	\$0.00
Emergency Room	\$150
Rx Gen/Brand	\$15/\$30
Preventative Svcs	\$0.00

b. Dental

i. District's PPO dental plan is fully insured. Plan is administered by Delta Dental, group 6697-0001 (\$1,500 ceiling); or

ii. Delta Care, 75604.

c. Vision

District's partially self-funded point of service plan administered by Vision Service Plan, group 818418.

Each unit member who desires to have such a contribution made on his/her behalf shall designate one of the above plans during an open enrollment period to be specified by the District.

The District's contributions are applicable to all unit members having an assignment of at least 50% of a full-time assignment.

Unit members who terminate their employment shall be covered through the last day of the month in which the termination occurs. Those unit members who go onto an authorized unpaid leave of absence shall continue to receive District-paid health coverage only for the balance of the month in which the last day of paid service occurs. Thereafter they may, if the plan in question permits, continue at their own expense. Unit members who terminate or go onto an authorized leave of absence after the District has paid 10 tenthsly insurance premium payments for the plan coverage year shall be covered through the balance of the plan coverage year.

The District shall activate health benefits for new employees within 72 hours of receiving the appropriate enrollment forms from the employee.

Effective October 1, 2014, the District shall contribute an additional 1% of a unit member's base salary to the medical contribution of \$11,137 and the District shall create a medical contribution schedule. The total of these two contributions are limited to the premium amount of the unit member. Any excess shall be utilized to reduce the health fund deficit and/or premium increases to dental and vision.

All unit members who worked four (4) hours or greater in their prime job assignment, as of October 1, 2014, shall receive the agreed-upon District cap towards medical benefits. Unit members hired after October 1, 2014 into the probationary/permanent positions working four (4) hours or greater, but less than six (6) hours, in their prime job shall receive a pro-rated share of the agreed-upon district cap towards medical benefits. All unit members hired into probationary/permanent positions working six (6) hours or greater

shall receive the agreed-upon District cap towards medical benefits.

For 2022, the following tenthly deduction schedule for bargaining unit employees who are enrolled in health and welfare benefits coverage:

Level of Coverage	Deduction Schedule
Employee Only	\$149.73 tenthly
Employee + 1	\$226.83 tenthly
Employee + Family	\$281.54 tenthly

This deduction schedule shall be subject to the 1% add-to-base provision as contained in the bargaining agreement between the District and CSEA, dated Oct. 1, 2014, as well as the medical capitation on the District contribution.

Unit members who cover dependents shall participate in the District's IRC 125 plan.

## 2. Medical Benefits for Early Retirees

As provided below, the District shall provide, certain unit members who are early retirees under the Public Employees Retirement System with a group policy providing the same medical (not vision or dental) insurance coverage during each fiscal year of early retirement as the coverage provided unit members of the District during the same fiscal year. In order to qualify, a unit member must be receiving medical insurance coverage by the District at the time of early retirement reaching age 55 and completion of ten or more consecutive years' active service in this District immediately preceding early retirement. Benefits shall be continued through age 64, the District shall pay 100% of the premium.

This policy shall cease to apply to a retiree at age 65, or upon the retiree's death, whichever earlier,

This policy applies only to unit members whose first day of retirement occurs after July 1, 1983.

Those unit members retiring on a disability retirement under this section shall be entitled to reduced COBRA rates for medical insurance as follows:

COBRA RATES

- I. Ten percent (10%) discount for 10 years through 14 years of service;
- II. Twenty percent (20%) discount for 15 years through 19 years of service;
- III. Thirty percent (30%) discount for 20 years through 24 years of service;
- IV. Fifty percent (50%) discount for 25 or more years of service.

EARLY RETIREE TIERED HEALTH BENEFIT PLAN

YEARS OF SERVICE

Minimum of fifteen (15) years of service to a maximum of nineteen (19) years of service

HEALTH BENEFIT CONTRIBUTION

The District shall contribute fifty percent (50%) of the tier two benefit contribution rate established by the collective bargaining agreement for each year from age 55 through Medicare eligibility

Minimum of twenty (20) years of service to a maximum of twenty-four (24) years of service

The District shall contribute seventy-five percent (75%) of the tier two benefit contribution rate established by the collective bargaining agreement for each year from age 55 through Medicare eligibility

Minimum of twenty-five years of service

(Minimum 10 years of service required if hired prior to July 1, 2006)

The District shall contribute one hundred percent (100%) of the tier two benefit contribution rate established by the collective bargaining agreement for each year from age 55 through Medicare eligibility

### 3. District Insurance Committee

The District Insurance Committee, composed of representatives from management and the classified and certificated bargaining units shall be convened to review the existing "health" plan benefits and providers. Any recommendations, suggestions, conclusions and/or data generated by this Committee shall become the subject of negotiations between the District and the Association during the term of this Agreement at the request of either party. The District shall make no change in the current benefits and/or providers prior to the conclusion of such negotiations.

#### E. Other Benefits

##### 1. Mileage

Where the regularly assigned duties of a unit member require the use of the unit member's personal automobile on the job, the unit member will be reimbursed by the District when automobile expenses exceed \$10.00 in any fiscal year. Reimbursement shall be at the rate, authorized by I.R.S., per mile plus tolls and parking fees. The unit member shall comply with the District's administrative reporting requirement for such reimbursement, and shall not use his/her automobile on the job without prior authorization of his/her immediate administrator. Unit members shall also receive the benefit of any mileage reimbursement increases granted to unrepresented District employees during the term of this Agreement.

##### 2. Meals and Lodging

When the duties of a unit member will take him/her away from the District for a period of time sufficient to justify an allowance for meals and lodging, the unit member shall request reimbursement in advance through his/her administrator. The request shall be on the appropriate District form, and the meals and lodging shall not be purchased unless approved in advance. If approved, the unit member shall comply with the District's administrative reporting requirements for such reimbursement. This section shall not be used to justify reimbursement for the unit member's food during his/her lunch period.

3. Physical Examinations

Unit members shall be required to submit to medical examination(s) by District-appointed physician(s), at District expense, upon reasonable cause. When a unit member employed by the District more than one year must demonstrate that he/she is free of active tuberculosis, the District shall provide at least one free opportunity for the unit member to be screened; otherwise the unit member shall be responsible for forwarding to the District Personnel Office certification by a physician that the unit member is free of active tuberculosis.

ARTICLE XIV: PROFESSIONAL ATTIRE

A. Uniforms

The District shall provide uniforms for unit members in the following departments:

Campus Security  
Custodial  
Food Service  
Maintenance and Operations  
Technology  
Transportation  
Warehouse

B. Care and Use of Uniforms

1. Unit members are required to wear District-issued uniforms when performing their duties.

2. Unit members are responsible for the laundering and upkeep of uniforms. Uniforms are expected to be clean and maintained in a manner appropriate for the job in which they are utilized.

3. Failure to wear District-issued uniforms or wear them in an appropriate manner shall be grounds for disciplinary action.

C. Distribution and Quantities

1. Upon employment, unit members in the following categories shall receive ten shirts, one pair of long pants and any combination of long or short pants totaling nine:

Campus Security  
Custodial  
Maintenance and Operations  
Technology  
Transportation  
Warehouse

2. After the initial distribution of uniforms, the District shall provide each unit member with five shirts and a combination of long and short pants totaling five annually.

3. The District shall provide jackets every other year, except for Campus Security.

4. Campus Security Uniforms Campus Security personnel may be involved in the review and selection of appropriate attire. Campus Security uniforms shall be polo style white shirts with the word "SECURITY" in bold writing on the back and sleeves of the shirt. The District logo and the word "SECURITY" shall be printed on the front of the shirt in the upper left. The District shall also print jackets with "SECURITY" on the back, sleeves and in the upper left front of the jacket. The District logo will also be on the jackets. The color of shirts shall be white and jackets shall be black. Long and short pants shall be khaki colored. The District shall provide jackets every year, alternating with light jackets or sweatshirts and heavy jackets. The District shall provide ten (10) white shirts at the beginning of the school year. Upon approval by the employee's supervisor, each employee shall be reimbursed for the purchase of up to five (5) pairs of pants or shorts at no more than twenty-five dollars (\$25) each, annually.

5. Rain gear shall be purchased by the District and made available at each site.

6. Each warehouse employee must purchase steel-toed boots and thereafter submit a receipt for such boots to the District. The District shall provide reimbursement for the purchase of such boots up to a maximum amount of \$150 each year provided a receipt is submitted on or before July 31.

D. Food Service

1. The District shall initially provide uniforms for Food Service unit members as follows:

a. Unit members with regular assignments of four hours or more and those working production kitchen shall receive five pants, five shirts and five aprons.

b. All positions less than four hours and nonproduction kitchen unit members shall receive four shirts, two pants and two aprons.

c. Unit members shall receive appropriate hair covering (bouffant and/or caps) suitable to confine all hair. The appropriate hair covering to confine all hair shall be mutually agreed upon by the employee and his/her supervisor.

2. The District shall replace uniforms every year as follows:

a. Three shirts, three pants and three aprons for unit members with regular assignments of four (4) hours or more and for those working in the production kitchens and at Mayfair High School.

b. Two shirts, one pants and one apron for unit members who work less than four hours or who work in nonproduction kitchens.

3. Upon termination of employment, all uniforms used less than one year shall be returned to the District.

E. Appropriate Attire

The determination as to whether attire worn by an employee while at work is appropriate shall be within the sole discretion of the District.

**ARTICLE XV: MISCELLANEOUS**

A. Contracting Out

In the event that the District contemplates the contracting out of work which has been performed by unit members, and thereby adversely affecting the hours or continued employment of current unit members, it shall give notice to the Association

and upon request meet and consult regarding the decision and its effects, and give good faith consideration to the Association's objectives, if any. In the absence of an emergency need, such notice shall be given not less than forty-five (45) days prior to the Board action.

B. Career Ladder

Either the District or CSEA may propose Career Ladder programs. Participation in Career Ladder programs is within the sole discretion of the District. In the event the District decides to pursue or develop a Career Ladder program, it shall notify the Association of its intent and shall meet with the Association upon request to discuss the program and if necessary, negotiate items within the scope of collective bargaining.



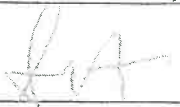





ARTICLE XVI: DURATION AND RENEGOTIATION

A. This Agreement shall become effective on July 1, 2020, and remain in full force and effect to and including June 30, 2023 or until a successor Agreement is approved by the Board of Education.

B. Either party may, by prior notice to the other party, reopen for collective bargaining negotiations the salary article, the health and welfare article, and two (2) other articles of each party's choice for the 2022-2023 contract year.

C. The initial proposal by CSEA for a successor Agreement may be made on or after the regularly scheduled Board of Education meeting in January 2023, and negotiations shall commence within ten (10) days after the required public hearing and the Board's adoption of its initial proposal.

D. Up to six (6) representatives of CSEA shall have the right to receive reasonable periods of released time without loss of compensation when meeting and negotiating. In addition, CSEA may be represented at CSEA expense by a negotiator of its own choosing who is not a member of the unit.

BELLFLOWER UNIFIED SCHOOL DISTRICT	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION & ITS CHAPTER #32
 Hannah Bentley Board's Representative	 Michelle Cuellar President
 Sulema Holguin Associate Superintendent Business/Personnel Services	 Diane St. Clair Vice President
 Julie Stanley Executive Director of Personnel	 Angela Nunez Bargaining Team Member
 Patrick Turner Custodial Security Manager	 Heng Lim CSEA Labor Relations Representative