

ARTICLES OF AGREEMENT

JULY 1, 2024

THROUGH

JUNE 30, 2027



CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION, CHAPTER 130 FULLERTON SCHOOL DISTRICT

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TA's approved 2/5/2025
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ARTICLE 1

PREAMBLE

1.1 **PREAMBLE:** This Agreement is made and entered into this 1st day of July 2024 by and between the Fullerton School District of Orange County, hereinafter referred to as the District, and the California School Employees Association and its Fullerton Elementary Chapter #130 (CSEA) hereinafter referred to as CSEA.

1.2 **PURPOSE:** The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

ARTICLE 2

ACKNOWLEDGMENT

2.1 **ACKNOWLEDGMENT:** The District hereby acknowledges CSEA as the exclusive bargaining representative for all classified employees who are members of the unit holding positions or classifications described in Appendix B, attached hereto and incorporated herein by reference as part of this Agreement.

2.2 **NEW CLASSIFICATIONS:** When a new classified position is created, the District and CSEA will determine whether or not the newly created position belongs in the Unit. Disputed cases shall be submitted to the P.E.R.B. The bargaining unit may be expanded to other classifications by mutual agreement of the District and CSEA subject to the rules of the P.E.R.B.

ARTICLE 3

ORGANIZATIONAL SECURITY

3.1 **CHECK OFF:** CSEA shall have the sole and exclusive right to have check off for an employee within this unit.

3.2 **DUES DEDUCTIONS:** The District shall deduct from the pay of CSEA members and promptly remit to CSEA the normal and regular monthly CSEA membership dues, as voluntarily authorized in writing by the employee, along with a listing of the employees for whom said deductions were made.

3.2.1 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of CSEA before processing any revocation request.

3.2.2 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission. There shall be no charge by the District to CSEA for deductions.

3.3 **MAINTENANCE OF MEMBERSHIP:** The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

3.3.1 The District shall distribute CSEA-supplied membership applications to new hires. The District shall refer all employee questions about CSEA or dues to the CSEA Labor Relations Representative and/or CSEA designee. CSEA shall defend and indemnify the District for any claims arising from its compliance with this clause. This Agreement shall satisfy the District's duty to bargain effects of the Janus decision.

3.4 **EMPLOYEE RIGHTS:** The District and CSEA recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in CSEA. Neither party shall exert pressure to conform to, or to discriminate against an employee exercising the membership participation or organizational activities rights guaranteed herein.

3.5 **BARGAINING UNIT MEMBER INFORMATION:** The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to Social Security Numbers, personal addresses, personal phone numbers, personal cellular phone numbers, and union membership status.

3.6 **EXCLUSIVITY OF REPRESENTATION AND COOPERATION IN ARTICLE IMPLEMENTATION:** It is recognized that CSEA, as exclusive representative of all unit members, is required to represent all unit members fairly and equally, without regard to CSEA membership or non-membership, or a unit member's assertion of rights under this Agreement, in matters falling within the scope of this Agreement. CSEA agrees to furnish to the District any information needed to fulfill the provisions of this Article.

3.7 **HOLD HARMLESS PROVISION:** CSEA shall indemnify, defend, and hold the District harmless from any and all claims, demands, suits, or any other action arising out of the check-off and organizational security provisions contained within this article and also for any claims made by unit members for deductions made in reliance on information provided by CSEA to the District to cancel or change membership dues authorization. The District shall be required to promptly notify CSEA of any claims made by unit members relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE 4

ORGANIZATIONAL RIGHTS

4.1 **CSEA RIGHTS:** CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

4.1.1 CSEA shall have the right to post notices of activities and matters of CSEA concern on employee bulletin boards, at least one of which shall be provided in each school plant in areas frequented by employees, and CSEA shall provide the administration with a copy of the notice at the approximate time of posting. CSEA may use the regular District mail service and employee mailboxes for communications to employees.

4.1.1.1 All CSEA Executive Board members and mutually agreed upon CSEA representatives will be assigned a District email address and provided reasonable access to District computers for the purpose of accessing CSEA or school district related email. Such access will be limited to off work time and will not disrupt the workflow of other employees. The District will designate appropriate computer access points.

4.1.2 The right to reasonable use, without charge, of institutional facilities, equipment, and buildings at reasonable times. Such use shall be requested in accordance with District policies and past practice.

4.1.3 The right to receive one copy of the complete Board packet exclusive of that which is properly omitted due to the Brown Act, by the CSEA President and designee concerning meetings of the Board of Trustees no later than 2 business days prior to the meeting, or in the case of special circumstance, as the information is available.

4.1.4 The right upon request to be supplied twice annually or more often by mutual agreement with a complete electronic file of the entire bargaining unit by name, seniority date, address, home phone, position classification, job site, location, and status indication i.e.: chapter member, or service fee payer. A copy of Victory Club members will be supplied.

4.1.5 If the District proposes to abolish a position or class of positions, it shall notify CSEA who shall be given the opportunity to meet and discuss.

4.1.6 **RELEASED TIME:** It is understood that generally, CSEA related business is to be conducted during non-working hours. The law requires Union members be granted reasonable periods of released time without loss of compensation when engaged in negotiations, representing employees involved in potential disciplinary actions and for the processing of grievances. Release time for the

expeditious investigation of alleged grievances may be granted when the alleged grievance is directly related to a specific Article of the Contract and approval is sought from the Assistant Superintendent of Personnel Services or his/her designee prior to the commencement of such investigation. Administrators are prohibited from taking reprisal against employees for exercising their right to reasonable, approved release time per contract language.

4.1.7 The right to designate CSEA Site Representatives for the purpose of disseminating generic CSEA related information at their assigned site on non-released time.

4.1.7.1 CSEA Chapter President or Delegated Representative shall receive reasonable release time to process grievances or serve as District/employee liaison at District's request for such activities as grievance negotiation with the District, negotiations, disciplinary hearings, etc. When leaving his or her workstation, the officer will obtain approval from his or her immediate supervisor.

4.1.7.2 When requested by an administrator to perform the duties in accordance with representation during non-scheduled working time the President/Vice President will be reasonably accommodated during their daily work schedule.

4.1.7.3 Other than release time specifically cited under these articles, the District and Association agree that the Association has right of access to areas in which the unit members work, other than classrooms, and may conduct Association business during the unit member's break or lunch recess or before or after the unit member's normal working hours. The Association representative shall report to the site or department office at the commencement of a visit.

4.1.8 Five authorized delegates or alternates in addition to the president shall be allowed to attend the CSEA State Conference with released time from their job and no loss of pay. Additional delegates or alternates may be allowed to attend upon mutual agreement. The names of the representatives shall be presented to the District in writing thirty (30) days prior to the conference. The employees selected by CSEA to attend the conference shall be released unless critical District needs require their presence at work.

4.1.9 **CSEA CHAPTER MEETINGS:**

4.1.9.1 Employees whose work duty hours coincide with the regularly scheduled monthly CSEA, Chapter 130 meeting, will be allowed to utilize earned CTO, accrued vacation and/or modified work schedule with prior permission from their supervisor for the meeting day.

4.1.9.2 Employees who intend to attend Chapter meetings pursuant to this provision shall so notify their supervisor at least five (5) working days in advance of such meeting.

4.1.9.2.1 Elected officers who do not work a day shift will be allowed to modify their shift to attend any meeting called by the Chapter with prior notice and without disruption to major site activities, such as Back to School Night.

4.1.9.3 Employees who attend a Chapter meeting pursuant to this provision will travel by personal vehicle to the work site and to the Chapter meeting. No mileage shall be paid to employees for such use of their vehicle.

4.1.9.4 The parties shall meet quarterly to address employer-employee concerns. Up to six (6) employees shall receive release time for such meetings.

4.1.10 For the purposes of new employee orientation, the CSEA President or designee shall be granted release time to present CSEA, its structure and benefits to new employees of the District. The presentation will be incorporated into the District's overall orientation and not normally be longer than 20 minutes.

4.1.11 The right to review an employee's personnel file when accompanied by the employee or upon presentation of written authorization signed by the employee. CSEA shall only have a right to review that portion of the employee's personnel file that the employee has a right to review.

ARTICLE 5

HOURS AND OVERTIME

5.1 **WORKWEEK:** The workweek of employees shall be forty (40) hours consisting of five (5) consecutive days and the workday shall be eight (8) hours, unless another workweek or workday is established pursuant to this Article. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. Nothing in this section shall be deemed to reduce the rights of management established in Education Code Section 45127.

5.1.1 **Workday/Assigned Time:** The length of the workday shall be designated by the District for each classified position at the time the position is established. If the District desires to reduce an established workday or workweek based solely on labor costs, then the District shall give CSEA prior written notice and such reduction shall not occur until the completion of the collective process. Accordingly, each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours per day, with fixed, regular starting and ending times, days per week, and months per year.

5.1.2 **4/10 Workweek:** A ten (10) hour day, four (4) day workweek may be established during the summer break for employees who are not working directly with students through mutual agreement of the employee and his/her supervisor. The dates classified employees may work the 4/10 workweeks shall be established by the District no later than May 31st of each year.

5.1.3 **9/80 Work Schedule:** A work schedule of 9-hours-per-day and 80 hours per 2-week work period may be established during the summer break for employees who are not working directly with students through mutual agreement of the employee and his/her supervisor. The dates classified employees may work the 9/80 workweeks shall be established by the District no later than May 31st of each year.

5.1.4 **Flexible Work Schedule:** A flexible work schedule may be established through mutual agreement of the employee and his/her supervisor, subject to the approval of the Classified Personnel Director. Such work schedule shall include core work hours.

5.1.5 **Workweek Review Committee:** The parties developed the following process in an effort to allow employees and managers to see the other's point of view concerning workweek assignments.

There will be a three-member review committee. Two of the members will each have one-year appointments. One of these will be appointed by the Superintendent from among District managers. One will be appointed by the President of CSEA from among District classified employees. A third member will be selected from District managers each time a work schedule request is

reviewed. Such member shall be selected by the employees who are requesting a review of a proposed work schedule.

Only District employees, including management and unit members, who are not within the work area from within which the request arose, may serve on the review committee. If a conflict of interest arises, the Superintendent or the President of CSEA, depending upon which member is in conflict, shall appoint an alternate committee member.

Process

Employees may request the implementation of an alternate workweek as provided by the Contract. If such request is denied by the employees supervisor, then the employees may request a review by the Workweek Review Committee.

The work schedule that the employees are requesting shall be submitted to the Classified Personnel Director in writing at the time of the request for the review. Also, at the time of the request, the employees shall submit the name of the manager who will become the third member of the Review Committee.

The Classified Personnel Director shall initiate the review process by notifying all the members of the Workweek Review Committee.

The Workweek Review Committee shall hold a meeting at which the employees and the supervisors shall discuss the relative merits of the proposed alternate workweek.

Time Limits

The request for review must be made within a reasonable time after denial by the supervisor.

Within thirty days of the request for review, the Workweek Review Committee shall complete its deliberations and recommend whether or not the new workweek should be implemented. If reasonably required by the Workweek Review Committee, more time may be used.

Review Meeting

Only employees directly affected by the new work schedule may attend and advocate at the review meeting. There may be up to two such employee advocates.

Only supervisors or managers directly affected by the new work schedule may attend and advocate at the review meeting. There may be up to two such managerial or supervisory advocates.

Decision

If all members of the Workweek Review Committee agree with the workweek requested by the employees, then that work schedule shall be implemented as soon as reasonably possible.

Modifications/Further Review
Management has the right to change a work schedule implemented through this process if warranted by business necessity.

If the Workweek Review Committee does not recommend implementation of the requested work schedule, then the affected employees must wait at least six (6) months prior to requesting another review by the Workweek Review Committee.

However, if there are significant changes within the work group that could affect the feasibility of implementing an alternate work schedule, then the employees may request review of such alternate work schedule, if and only if, such alternate work schedule request has been denied by the employees' supervisor.

5.2 **ADJUSTMENT OF ASSIGNED TIME:** A Classified employee who works a minimum of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/ her regular assignment changed to reflect the longer hours to acquire fringe benefits on a properly prorated basis.

If a part-time employee's average paid time, excluding overtime for which the employee receives compensation at a rate at least equal to time and one-half, exceeds his average assigned time by 50 minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per working day in the preceding quarter, excluding overtime.

Assignment of additional time is not to be of a permanent nature and shall be evaluated for permanency at the end of six months.

Every three (3) months the Director of Human Resources and the CSEA President or designee shall meet at a mutually agreed upon time to review the employees who have worked excess time and who fall under the provisions of this Article.

5.3 **MEAL PERIOD:** Each employee who works more than five (5) hours per day shall be allowed a minimum of a 30 minute unpaid duty free meal period. No employee shall be allowed, without mutual agreement between the employee and supervisor**,** to work more than five (5) hours without an unpaid meal period during the first five (5) hours of the work assignment. In the case of a shift of more than six (6) hours, this unpaid meal period shall occur approximately at the midpoint of the shift.

5.4 **REST PERIODS:** Each employee shall be allowed a fifteen (15) minute rest period during any four (4) hour working period, which is not interrupted by a meal period or similar

break. Such rest period must be taken at the assigned work site, unless prior approval has been obtained from the immediate supervisor.

5.4.1 Employees not wishing to take the rest periods may take longer meal periods upon approval of the immediate supervisor, but may not leave their places of employment earlier as a result.

5.4.2 Employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, but scheduled no later than prior to the last hour of the employee's workday.

5.5 ADDITIONAL HOURS FOR PART-TIME: When additional hours are assigned to a part-time position on a permanent basis, the assignment shall be offered to the part-time employee at that site who is in the same class and has the greatest bargaining unit seniority and who has the knowledge, skills and abilities to perform the assignment. If that employee declines the assignment, it shall be offered to the remaining employees in the class at the site in descending order of bargaining unit seniority.

5.5.1 The three most senior part time Custodian I employees who have valid transfer requests on file will interview for any open and vacant full time Custodian I positions. The position will be filled by one of the three candidates interviewed. An employee who has a less than proficient evaluation on their last evaluation, or who has been disciplined within two years, forfeits their seniority rights under this section.

5.5.2 The most senior Food Service Assistant with a valid transfer request on file will have the option to fill any open and vacant Food Service Assistant position, within the same classification with increased hours. An employee who has a less than proficient evaluation on their last evaluation, or who has been disciplined within two years, forfeits their seniority rights under this section.

5.6 OVERTIME:

5.6.1 Definition: Overtime shall be defined as:

5.6.1.1 All hours required by management and actually worked by an employee in excess of eight (8) hours a day, forty (40) hours in a calendar week, or regularly scheduled workday under 5.1.2/5.1.3;

5.6.1.2 Any work required by management and actually worked on the sixth or seventh day following the completion of the workweek by an employee having an average workday of four (4) hours or more; and

5.6.1.3 Any work required by management and actually worked on the seventh day following the completion of the workweek by an employee having an average workday of less than four (4) hours.

5.6.2 **Distribution:**

5.6.2.1 Overtime will be equitably distributed among qualified permanent employees, as the circumstances will permit;

5.6.2.2 Seniority at the site, availability, fitness, and then District-wide seniority shall be used as factors for distributing overtime and

5.6.2.3 The distribution of overtime may not be used as punishment.

5.6.3 **Compensation:** Overtime, as defined above, shall be compensated in cash or time off (CTO) at one and one-half (1-1/2) times the base hourly rate.

5.6.4 Seniority at the site: Seniority at the site shall be defined as an employee with the greater current and unbroken length of service to the District (not interrupted by termination for cause, resignation, or expiration from the 39-month rehire list), within a classification, currently working at a specific site for any amount of time.

5.7 COMPENSATORY TIME OFF (CTO):

5.7.1 By mutual agreement between the employee and the supervisor, overtime may be compensated in CTO. To take CTO off, an employee shall submit a written request to his/her supervisor. Overtime may be compensated in Compensatory Time Off (CTO) until an employee has accumulated thirty (30) hours of overtime worked and has current credit for forty-five (45) hours of CTO. If an employee used some CTO, thereby reducing current credit below the maximum of forty-five (45) hours, then additional overtime may be compensated in the form of CTO. However, as long as an employee has current credit for this maximum, any overtime worked shall be paid in cash.

5.7.2 Approximately May 1 of each year, the District shall notify each employee of his or her current credit balance of CTO. Each employee's current credit balance of CTO shall have been reduced to zero (0) by the last day of the fiscal year. However, those employees who have not used all of their accumulated CTO by June 30 shall be paid for such CTO.

5.7.3 Management shall not unreasonably deny proper employee requests for use of CTO.

5.8 SHIFT DIFFERENTIAL:

5.8.1 Service time for night work will be paid at premium time of 6.0% applied to base salary for that classification. Premium time will be paid for their regularly assigned work schedule before 6:00 a.m. and/or after 6:00 p.m. Employees who work at least two hours into the premium time will have 6% applied to

the entire shift. In addition, upon specific approval of the District, premium pay may be paid for employees working irregular times and/or schedules for the job classification.

5.8.2 An employee who receives a shift differential premium on the basis of his/her work hours shall suffer no reduction in pay, including differential when assigned to a day shift for 25 or fewer workdays.

5.9 **MINIMUM PAY FOR CALL IN:** An employee called by the District to work on a day normally scheduled as that employee's day off, shall be paid a minimum of three (3) hours pay or pay for the hours worked, at the appropriate rate, whichever is greater.

5.10 **MINIMUM PAY FOR CALL BACK:** An employee called back to work by the District after the employee completed his/her workday and has left work shall be paid a minimum of two (2) hours pay or pay for the hours worked, at the appropriate rate, whichever is greater.

5.11 **EXTRA ASSIGNMENTS AND/OR HOURS ON WEEKENDS AND DURING SUMMER, THANKSGIVING, WINTER, AND SPRING BREAKS:**

5.11.1 An employee shall be deemed to be employed for twelve (12) months during each school year regardless of the number of months in which he/she is normally in paid status.

5.11.2 When it is necessary to assign an employee not regularly assigned to serve on weekends or during summer, Thanksgiving, winter, and/or spring breaks, such assignment shall be made on the basis of qualifications of employment in each classification of service which is required. For these assignments, first consideration shall be given to the most senior and qualified site employee in the class. Employees shall provide a response on their availability to work a weekend or during summer, Thanksgiving, winter, and/or spring breaks, less than a week in duration, within 24 hours of being asked; if no response is provided the supervisor shall move to the next employee on the seniority list. In the event of an emergency weekend or student free day extra hour assignment, the supervisor will contact employees in person or by telephone, in order of site seniority (as defined in article 5.6.4) followed by District seniority. The first employee the supervisor reaches, who accepts the assignment, shall be given the assignment. When extra assignments longer than five (5) days, are offered to an employee, the employee, within three (3) working days, must provide reasonable assurance of their availability to complete the assignment in full with the exclusion of jury service with official notice of service.

5.11.2.1 If an employee accepts a weekend, Thanksgiving, winter, and/or spring break extra hours assignment, and is unable to fulfill the extra hours assignment for any reason, the employee shall not be entitled to use any paid leaves during the assignment, with the exception of employees working a summer assignment who are entitled to paid leave if appropriate documentation is provided to the Classified Human Resources

department within five (5) working days of the paid leave being taken. The documentation must support the reason for paid leave being taken during a summer assignment.

5.11.3 If the most senior, qualified employee at the school site declines the weekend or summer, winter, Thanksgiving, and/or spring break extra hours assignment, the extra hours assignment shall then be offered to the next most senior site employee within the same classification. If no eligible site employee accepts the extra hours assignment, the extra hours shall be offered to qualified employees on the basis of seniority within the District.

5.11.4 When an assignment is intended to meet an individual student need (Example: carrying over a regular assignment as a one-on-one Instructional Aide to a student with a disability for that student's participation in ESY), such assignment may be offered to a qualified employee possessing the requisite ability to successfully carry out the assignment, as determined by the District, regardless of seniority at the school site or within the District.

5.11.5 When an assignment is required to meet a specific program need, such assignment may be offered to any qualified employee possessing the requisite skills and ability to successfully carry out the assignment, as determined by the District, regardless of seniority at the school site or within the District, provided the specific program or project need cannot be satisfied on a seniority basis with appropriate training within the normal course of employment within the District. The CSEA President and/or designee shall meet monthly with the Assistant Superintendent of Personnel Services and/or designee to discuss any such assignment made pursuant to Article 5.11.5.

5.11.5.1 The CSEA President and/or designee and Assistant Superintendent of Personnel Services and/or designee shall also discuss at the monthly meeting, as defined in section 5.11.5, methods for facilitating and/or providing appropriate training and/or cross-training to assist qualified employees in obtaining requisite skills and abilities to carry out an assignment to meet a specific program need. The total cost of providing the appropriate trainings and/or cross-trainings shall not exceed $5,000 per school year.

5.11.6 Per Education Code section 45102, when an employee works a summer or summer school assignment, the employee will earn sick leave pursuant to the formula as set forth in Article 12 and vacation leave pursuant to the formula as set forth in Article 11, proportional to the number of hours the employee works in the summer or summer school assignment. Employees shall be eligible for holiday pay when an employee works a summer or summer school assignment as set forth in Article 10.

5.12 <u>WORKLOAD</u>:

5.12.1 If one or more employees bring forth to either party a claim of excessive existing or prospective workload, the District and CSEA shall meet within fifteen (15) days of receipt of the claim to investigate the allegations and negotiate the effects, if any. Within thirty (30) days of such a meeting, the district shall provide a written response to the claim with possible resolutions for the issues.

5.12.2 An employee who brings forth such a claim shall suffer no recriminations.

5.12.3 This Subsection is not grievable, except that, an employee may file a grievance if he or she believes that he or she has suffered recriminations based on initiating a claim as provided herein above.

ARTICLE 6

PAY AND ALLOWANCES

6.1 **REGULAR RATE OF PAY:** The regular rate of pay for each position in the bargaining unit shall be in accordance with the rate established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as a part of this Agreement. For employees receiving shift differential and longevity, regular rate of pay shall include the shift differential and longevity they are receiving.

6.1.1 Employees in the bargaining unit shall be paid once monthly or twice monthly with one pay warrant equal to one-third (⅓) of the employee's monthly gross pay amount paid as an advance, as per current practice.

6.1.2 The parties agree to increase the classified salary schedule in Appendix A by two and one-half percent (2.5%) on schedule salary adjustment retroactive to July 1, 2024 including special compensation (i.e., bilingual stipend, shift differential, medical stipend, etc.) for employees who are in paid status with the District at the time of Association ratification.

In the event any other bargaining unit within the Fullerton School District receives a total compensation increase, including but not limited to salary schedule percentages, benefits, and other cost increases, in excess of that offered to classified unit members, the classified unit members shall be paid the proportional difference for the same time period as was agreed to with the other bargaining unit.

6.2 **PAYROLL ERRORS:** Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after the employee provides notice to the payroll department.

6.2.1 If an employee paycheck is lost after receipt, or is not delivered within five (5) days of mailing, it shall be replaced if requested by the employee. Such request shall be in the form of a signed affidavit of loss, as required by the Orange County Office of Education, filed with payroll. The employee's paycheck shall be replaced within ten (10) days of submitting the affidavit of loss.

6.3 **PAY INCREASES:** The District shall make a lump sum payment of an agreed upon retroactive wage increase resulting from this agreement or any amendment thereto within a reasonable period of time. Such retroactive pay shall be paid only to those employees employed as of the first day of the salary schedule increase.

6.4 **RATE OF MOVEMENT TO CLASS WITH A HIGHER SALARY RANGE:** In determining the salary for an employee who is promoted, the following procedure shall be used:

6.4.1 Find the present monthly salary on the new salary range and advance one step.

6.4.2 If the present monthly salary is between steps on the new range, placement shall be at the step above the next higher step.

6.4.3 If the present salary is not indicated on the new salary range, placement is on step one (1), but must be at least an approximate 5 percent increase.

6.5 **MILEAGE:** Employees who are required to use their own automobiles in performance of their duties and employees who are assigned to more than one (1) site per day shall be reimbursed for all such travel at the IRS allowed rate in effect on the date the mileage was driven, and not the date in which the mileage was reimbursed, for all driving incurred for business purposes between arrival at the first location at the beginning of their workday, and the location at the completion of their workday.

6.6 **LONGEVITY:** The District agrees to additionally compensate long service employees in accordance with the following schedule effective 1/1/19:

Commencing on the 8th year, 2.5% of base salary
Commencing on the 10th year, 3.0% of base salary
Commencing on the 12th year, 3.5% of base salary
Commencing on the 14th year, 4.0% of base salary
Commencing on the 16th year, 4.5% of base salary
Commencing on the 18th year, 6.0% of base salary
Commencing on the 20th year, 7.0% of base salary
Commencing on the 22nd year, 7.5% of base salary
Commencing on the 24th year, 8.0% of base salary
Commencing on the 26th year, 8.5% of base salary
Commencing on the 28th year, 9.0% of base salary
Commencing on the 30th year, 9.5% of base salary

6.6.1 The District further agrees, that effective July 1, 1985, the accrual basis for longevity shall change from hire date calendar year to fiscal years of service. Current practice shall continue through June 30, 1985. Effective July 1, 1985, all affected employees shall have their longevity service credit increased by one year. The next longevity increase shall be effective July 1, 1986, etc.

6.7 **COMPENSATION DURING REQUIRED TRAINING PERIODS:** An employee who is required by the District to attend training sessions shall receive his/her regular rate of pay and be reimbursed for registration fees and supplies purchased for the training.

6.8 **TUITION REIMBURSEMENT:** This program is intended to reimburse employees prescribed below who are pursuing a course of study outside working hours which will benefit both the employee as an individual and the Fullerton School District as an employer.

The District will provide tuition reimbursement for course work taken by an employee which improves work-related skills or is a benefit to the District. The District will also reimburse the employee for the cost of required course workbooks and supplies. The tuition reimbursement program is available to employees who have completed their initial probationary period.

An employee applying for tuition reimbursement shall submit an application to the tuition reimbursement committee, which is comprised, of two management and two classified employees. In the event of a split vote, the Superintendent will review the application and arguments and cast the deciding vote.

The application shall include the course work being applied for, the location, approximate cost of the course, books and supplies, and an explanation as to why the course will improve work-related skills or is of benefit to the District.

Said committee shall then determine, within a reasonable amount of time after receiving the application, if the course work is acceptable for tuition reimbursement based on the criteria above. Such determination shall be made at least within ninety (90) days after the completion of course work. The committee will inform the employee in writing of their decision.

Applications for tuition reimbursement should be submitted prior to attending the course. However, this shall not preclude the employee from applying during attendance of the course. Additionally, applications will not be accepted if submitted after ninety (90) working days from the completion of the course work.

For an employee to be eligible for reimbursement of course work, books and supplies, the employee must receive a grade of "C" or better or show a "pass" if applicable.

If tuition reimbursement is approved, the employee will submit upon completion of the course work the receipts showing payment of the course, payment for books and supplies purchased and grade verification to the Director of Human Resources, who will then provide reimbursement of the above.

The District will budget $5,000 per year for this plan. There will be no carryover of unspent funds from year to year. Each employee will be allowed to apply for tuition reimbursement up to $500 per school year.

6.9 **OVERNIGHT EXPENSES:** Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight, shall be reimbursed by the District for reasonable costs of such lodging and meals. The District shall reimburse the employee for lodging expenses within thirty (30) working days after the employee has submitted a valid expense claim.

6.10 **WORKING OUT OF CLASSIFICATION:** Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days

within a fifteen (15) calendar day period except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days within a fifteen (15) calendar day period, provided that his/her salary is adjusted according to the salary for the position which the employee is being required to perform duties for the entire period he/she is required to work out of classification.

6.10.1 If the employee is asked to perform work in lower paying classification, his/her current salary shall remain the same and shall not be adjusted upwards nor downwards.

6.10.2 If the employee is asked to perform work in a higher paying classification, the employee's salary shall be adjusted as described in Article 6.4.

6.11 **BILINGUAL AND BILITERATE PAY:** Principals/department administrators shall recommend to and the Assistant Superintendent, Personnel Services or their designee shall approve or disapprove the positions in their schools/departments that require bilingual (speaking and verbal translating) skills and/or bilingual/biliterate skills (speaking, verbal translating, reading, writing, and written translations).

6.11.1 Bilingual Stipend: If an employee speaks and verbally translators in a language other than English in his/her regular job assignment on a regular basis, the employee with the recommendation of the principal/department administrator and the approval of the Assistant Superintendent Personnel Services or their designee shall be compensated an additional one and one half percent (1.5%) added to base salary upon successfully attaining a passing score on the District bilingual assessment.

6.11.2 Bilingual/Biliterate Stipend: If an employee speaks, verbally translates, reads, writes, and performs written translation in a language other than English in his/her regular job assignment, the employee with the recommendation of the principal/department administrator and the approval of the Assistant Superintendent Personnel Services or their designee shall be compensated an additional two and a half percent (2.5%) added to base salary upon successfully attaining a passing score on the the District bilingual/biliterate assessment.

6.11.3 Employees may schedule an appointment with Personnel Services to voluntarily complete either the District's bilingual or bilingual/biliterate assessments at any time. An employee's passing score on either assessment shall remain valid and on record in an employee's personnel file for no less than 1 year. An employee's previous services in a job classification requiring bilingual and/or bilingual/biliterate job duties for the entire class as part of the regularly assigned duties shall be held as equivalent to an employee achieving a passing score on the corresponding assessment and shall remain valid and on record in an employee's personnel file for no less than 1 year.

6.11.4 Employees obtaining a passing score on either of the District's bilingual or bilingual/biliterate assessments who believe their position should be assigned a bilingual stipend may make a request to the Assistant Superintendent, Personnel Services or their designee to receive compensation under section 6.11.2 or 6.11.3 based on student or community need. The Assistant Superintendent, Personnel Services or their designee

shall meet and confer with the employee and/or the employee's Association representative to consider and make a determination on the request for a stipend. The Assistant Superintendent, Personnel Services or their designee shall notify the employee of the decision to award or deny the stipend within 15 business days. If the stipend request is denied, the employee may schedule a meeting with the Assistant Superintendent, Personnel Services or their designee to discuss and/or receive in writing the reasons for the denial of the stipend.

6.11.5 Bilingual or bilingual/biliterate compensation will solely be tied to the position and not the employee. If the employee is transferred from one position to another, the bilingual or bilingual/biliterate compensation will stop immediately unless the employee's new position has already been established by the Assistant Superintendent, Personnel Services or their designee as a position eligible to be assigned additional bilingual or bilingual/biliterate compensation.

6.11.6 Employees in job classifications requiring bilingual and/or bilingual/biliterate job duties for the entire class as part of the regularly assigned duties shall not receive the stipends in 6.11.1 or 6.11.2 as the language skills were considered in placing the classification on the salary schedule.

ARTICLE 7

SPECIAL PAY PRACTICES

7.1 **UNIFORMS:** The cost of the purchase, lease, or rental of uniforms, equipment, identification badges, emblems, and cards required and authorized by the District shall be borne by the District. Except that, uniforms lost or destroyed through the negligence of an employee, shall be replaced at the employee's expense.

7.2 **TOOLS:**

7.2.1 The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

7.2.2 Notwithstanding the above section, an employee in the bargaining unit may provide tools or equipment. When an employee provides tools or equipment for use at the District, he/she shall obtain written permission from the employee's immediate supervisor, which permission shall include a declared value.

7.2.3 The District agrees to provide a safe place to store the tools and equipment and agrees to pay for any loss, theft, or damage or for the replacement cost of the tools resulting from normal wear and tear. If stolen, a police report shall be filed by the employee, with release time provided by the District.

7.3 **REPLACING OR REPAIRING EMPLOYEES' PROPERTY:** The District shall fully compensate all bargaining unit employees for damage to personal property required in the line of duty.

7.3.1 The personal property eligible for cost of replacement or repairing is defined as: prescription eyeglasses, hearing aides, dentures, and watches. Any other personal property brought to work with the written permission of the employee's immediate supervisor, which permission shall include a declared value, is also eligible for replacement or repair.

7.3.2 Reimbursement to the employee for damage to personal property will occur when such property is damaged in the line of duty without fault of the employee and if the employee has exercised reasonable care. If the property is damaged beyond repair, or stolen, the value of such property to a maximum of Four Hundred Dollars ($400.00) will be paid. If stolen, a police report shall be filed by the employee, with release time provided by the District.

7.4 **SAFETY EQUIPMENT:** If, in the opinion of the District or the unanimous opinion of the Safety Committee, the employment duties of an employee in the bargaining unit require use of any equipment or gear to ensure the safety of the employee or others, the District

agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such.

7.5 **PERSONAL VEHICLE:** No employee will be required or expected to transport students in their personal vehicle.

7.6 **PHYSICAL EXAMINATION:** The District agrees to pay the cost of any medical examination, including TB examination, required as a condition of continued employment. The District has the right to designate the medical provider to perform such required medical examination. An employee who does not receive the exam provided by the District will be responsible for the cost, unless prevented by work assignment. Employees who allow their required examinations to lapse will not be paid or allowed to serve in any position until properly renewing lapsed item. All employees requiring updated medical examination shall be notified of the date and location.

7.6.1 CPR/First Aid Training: The District agrees to pay the cost of any CPR/First Aid Training required as a condition of continued employment. The District has the right to designate the provider to perform such required training. An employee who does not receive the training provided by the District will be responsible for the cost, unless prevented by work assignment. Employees who allow their CPR/First Aid Training to lapse will not be paid or allowed to serve in any position until properly renewing lapsed item. All employees requiring CPR/First Aid Training shall be notified of the date and location of the training.

7.7 **FINGERPRINTING:** The District agrees to pay for any fingerprinting charge imposed on employees.

7.8 **EMPLOYMENT ACHIEVEMENT AWARDS:** The District and CSEA will establish a program of monetary awards to employees for valuable suggestions, services, or accomplishments and budget $2,000 annually for this program. The program will be managed by the CSEA employee of the year program. This program will comply with Education Code 44015.

Food Service employees who complete additional training as determined by a committee of the Food Service Department will receive an annual stipend of $200.

Said employees will continue to qualify for tuition reimbursement, provided the courses completed for tuition reimbursement do not apply toward the aforementioned certification.

7.9 **HOLD HARMLESS CLAUSE:** The District will conform to the requirements of Government Code Section 825, in relationship to criminal or civil actions.

ARTICLE 8

HEALTH INSURANCE

8.1 HEALTH BENEFIT LEVELS:

8.1.1 Employees shall be covered through the term of this Agreement by health plans provided by SISC, except as specifically provided otherwise below.

8.1.2 Effective July 1, 2025, the District shall pay the actual cost of health insurance premiums up to $16,600 annually for full-time benefit eligible employees who qualify for single health insurance plans, $17,988 for full-time benefits eligible employees who qualify for two-party health insurance plans, and $23,052 for full-time benefits eligible employees who qualify for family health insurance plans. The annual vendor premiums shall be paid via tenthly payroll deductions.

8.1.3 Employees working 50% or more of a full-time assignment have the option of waiving medical insurance.

8.2 PRORATED CONTRIBUTION: For employees who are employed on or after December 1, 1981, who work less than full-time but four (4) hours or more per day, the District will contribute a pro-rata share of the health insurance based on the relationship of hour worked to full-time employment.

8.3 DENTAL PLAN:

8.3.1 The District shall provide dental insurance for full-time employees.

8.3.2 The District shall provide dental insurance on a pro-rata basis for employees who work 50% or more of a full-time assignment.

8.3.3 Employees who work less than 50% of a full-time assignment shall not be eligible for dental insurance.

8.3.4 Full-time employees have the option of waiving dental insurance.

8.4 RETIREE BENEFITS:

8.4.1 MEDICAL INSURANCE FOR RETIREES: Group medical insurance coverage provided by SISC will be paid by the District for benefitted employees who are age 55 or older, have been employed by the District for at least ten (10) years and who retire and remain retired under PERS. For employees who work less than full-time but four (4) hours or more per day, the District will contribute a pro rata share of the medical insurance based on the relationship of hours worked to full-time employment. Bus drivers will be calculated at a minimum

of six (6) hours per day. If bus drivers retire at a higher number of hours the retiree benefits will be calculated upon the higher number of hours. This provision will apply only to those employees who remain fully retired as defined by the appropriate retirement system. Such benefit shall last until the employee reaches age sixty-five (65) or becomes eligible for Medicare. All retiree benefits for the retiree and dependent will cease upon the death of the retiree.

8.4.2 **DENTAL INSURANCE FOR RETIREES:** Retirees will receive up to the value of the pro-rata single PPO dental coverage until the retiree reaches age sixty-five (65) or becomes eligible for Medicare. All retiree benefits for the retiree and dependent will cease upon the death of the retiree. Retirees may choose to add one (1) eligible dependent at the retiree's cost.

Medicare eligible retired employees who are no longer eligible for the District paid dental benefits who have had continuous dental coverage since their date of retirement, may purchase self-pay dental benefits provided to active employees of the District at full plan cost and continue to receive self-pay dental benefits for self and eligible dependent(s) by paying the District's full plan cost on a monthly, quarterly, or annual basis. To be eligible for self-pay dental, retiree and eligible dependent(s) must have had continuous dental coverage.

8.4.3 **VISION INSURANCE FOR RETIREES**: Retirees will receive up to pro rata two-party vision coverage until the retiree reaches age 65 or becomes eligible for Medicare. All retiree benefits for the retiree and eligible dependent(s) will cease upon the death of the retiree.

8.4.4 If the employee elects to have group medical coverage for one (1) eligible dependent (based upon eligibility requirements set by the insurance carriers, the District will contribute up to the pro rata share of the cost, based on the relationship of hours worked to full-time employment, for the median value of the lowest two-party HMO plan and the highest two-party HMO Plan. Retirees may choose to pay the difference for a higher option two-party plan. To be eligible for such coverage, the dependent must be enrolled prior to retirement of the unit member.

8.5 LIFE INSURANCE:

8.5.1 Effective July 1, 1985, the District agrees to provide every bargaining unit employee employed at least four (4) hours per day or more with the same life insurance plan currently provided for the certificated bargaining unit.

8.6 VISION INSURANCE:

8.6.1 The District shall provide vision insurance for full-time employees.

8.6.2 District shall provide vision insurance on a pro-rata basis for employees who work 50% or more of a full-time assignment.

8.6.3 Employees who work less than 50% of a full-time assignment shall not be eligible for vision insurance.

8.6.4 Employees working 50% or more of a full-time assignment have the option of waiving vision insurance.

8.7 JOINT INSURANCE COMMITTEE:

8.7.1 The joint employee organizations/district insurance committee shall be continued.

8.7.2 CSEA shall have the same number of members on the Joint Insurance Committee as other employee groups in the District.

8.7.3 The Benefits Committee shall consider any plan changes proposed by an insurance provider, shall study cost containment options, and consider alternative insurance programs and providers. CSEA representation and responsibilities are delineated in the Fullerton School District Benefits Committee Bylaws (Appendix D).

8.7.4 CSEA Benefits Committee members shall have the authority to negotiate Health and Welfare benefits during the course of Benefits Committee meetings as outlined in the FSD Benefits Committee Bylaws. Benefits Committee decisions shall be final and binding and not subject to ratification. Carrier, cap, and life insurance benefits shall continue to be negotiated by the CSEA negotiating team.

ARTICLE 9

PERFORMANCE EVALUATIONS

9.1 INTRODUCTION:

Performance Evaluations are governed by Chapter 100 of the District's Rules and Regulations of the Classified Service. The following is not meant to add to, subtract from, or in any way alter Chapter 100. Rather, the inclusion of the following is meant to communicate the general idea of the subject. If specific knowledge is needed, then the reader must refer to the Rules and Regulations. If a dispute arises over the interpretation or application of this topic, such dispute must focus on Chapter 100 and shall be processed according to the appeal processes found within the Rules and Regulations. In any dispute, the following may not be used in any way to determine the meaning of Chapter 100. Such meaning must be derived solely from within the Rules and Regulations themselves. Also, Chapter 100 may be revised as provided in Chapters 10 and 20 of the Rules and Regulations. However, any proposed changes to Chapter 100 must follow all provisions of Chapters 10 and 20. This includes the Subsection 10.1.1.2 requirement that the Commission notify CSEA Chapter #130 at least fourteen (14) calendar days prior to adoption of any change by the Personnel Commission.

9.2 The employee performance evaluation report serves as an important tool for both management and employees in the task of insuring quality and efficient work performance. The Classified Personnel Director shall be charged with administering the performance appraisal system.

9.3 Probationary employees may be evaluated three (3) times during the first six (6) months of service. Permanent employees shall be evaluated annually by their supervisor; however, a special evaluation may be done at any time.

9.4 In completing the performance evaluation, the supervisor shall have a conference with the employee. All evaluations, which contain negative comments about the employee's performance, shall include substantiating documentation. Any negative evaluations shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations, if applicable.

9.5 The completed evaluation form shall be signed by the employee being evaluated merely to show that the employee has seen and received a copy of the form. Signing the form does not denote or imply approval or agreement. An employee has ten (10) working days for the date of the final evaluation meeting to submit written comments and/or documentation to refute or rebut any derogatory rating or comments in the form. An employee may grieve his/her evaluation as provided in Chapter 130 of the Rules and Regulations.

9.6 CLASSIFIED PERSONNEL EMPLOYEE EVALUATION AND PERFORMANCE IMPROVEMENT PLAN FORMS: Employee Performance Evaluations (Appendix E) and Performance Improvement Plans (Appendix F) for classified employees shall be made on

forms, physical or electronic, which have been mutually agreed to by CSEA and the District. The use of attachments, provided by either the employee under evaluation or the evaluating supervisor, providing additional context to the performance evaluation or an employee rebuttal of such evaluation or improvement plan, shall be allowed. If electronic versions of the agreed upon Employee Performance Evaluation and Performance Improvement Plan forms are developed and/or used, these electronic forms may have expandable text from areas for the purpose of typing unlimited text describing an employee's evaluation or performance plan so long as the original text on the electronic forms remains exactly the same as the physical forms agreed to by the District and CSEA. Employee Performance Evaluation forms shall only be used in a manner consistent with this Article and Chapter 100 of the Personnel Commission Rules and Regulations. Performance Improvement Plan forms shall only be used in a manner consistent with Article 24: Discipline of this Agreement and Chapter 140 of the Personnel Commission Rules and Regulations.

ARTICLE 10

HOLIDAYS

10.1 **SCHEDULED HOLIDAYS:** As listed in Appendix B.

10.2 **ADDITIONAL HOLIDAYS:** Employees shall receive holidays as in 10.1 above and any day appointed by the President, or the Governor of California, or by the Board of Trustees. Such "appointment" shall be construed in accordance with the California Supreme Court's decision in CSEA v. Governing Board of the Marin County Community College District.

10.3 **HOLIDAYS ON SATURDAY OR SUNDAY:** If a holiday falls on a Saturday or Sunday, the District shall establish the preceding Friday or following Monday as the holiday.

10.4 **TEACHER IN-SERVICE DAY:** Any day used as a teacher in-service day or parent conference day will be a workday for employees in this unit.

10.5 **HOLIDAY ELIGIBILITY:** Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

10.6 **FLOATING HOLIDAY:** Floating holidays shall be deleted effective June 30, 1999 and shall no longer be available to employees.

ARTICLE 11

VACATIONS

11.1 **VACATIONS:** An employee hired after July 1 of any year will have earned allowable vacation time prorated to the actual time served. Regular full-time employees who work less than twelve (12) months are granted paid vacation in proportion to their periods of service. Vacation for employees working full time but for less than a full year shall be computed as follows:

Days entitlement = number of months worked per year X entitlement factor per month based on years of service (see 11.9)

Vacation allowance per day will be rounded off to the nearest whole day.

Vacation Schedule (Effective 7/1/06)

Years	10 mos.	11 mos.	12 mos.
1st through 5th	12	13	14
6th through 7th	13	14	15
8th through 9th	14	15	16
10th through 11th	15	16	17
12th through 13th	17	18	19
14th through 15th	19	20	21
16th and up	21	22	23

11.1.1 Vacation allowance for employees who work less than the normal eight (8) hour day shall be on the same basis as the time served bears to full time.

11.1.2 Except as provided in 11.5 below, an employee has the right to earn a maximum vacation credit up to twice (2X) his/her current yearly entitlement. This will be defined as banked vacation.

Current year entitlement will be advanced to the employee. If, at the end of each fiscal year, June 30, an employee has a full bank and unused current years vacation entitlement the unused amount of the current vacation will be paid out to the employee. At the beginning of the employee's work year, each employee will be advanced the new years current vacation entitlement. All of the above language shall be subject to 11.4 below.

11.2 **UNEARNED VACATION UPON TERMINATION:** If a classified employee is terminated and had been granted vacation which was not yet earned at the time of termination of his services, the employer shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.

11.3 **EARNED VACATION UPON TERMINATION:** Upon termination, the employee shall be entitled to lump sum compensation for all earned and unused vacation, at his/her current rate of pay, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.

11.4 **VACATION CARRY-OVER:** An employee may carry over accumulated vacation which results in current credit equal to twice his/her current year's vacation entitlement. Carryover exceeding twice his/her current year's vacation entitlement shall be paid out at the end of the fiscal year.

11.4.1 The District shall continue its practice of sending written notice of accumulated vacation to each employee during the month of November.

11.4.2 The District shall continue its practice of sending an alert in February to those employees and their supervisors who are in jeopardy of exceeding the maximum allowed carryover.

11.4.3 Employees are required to make every effort to use vacation prior to the end of their employee work year so that their vacation accumulation will be no larger than the allowable carry-over amount.

11.5 **VACATION POSTPONEMENT:** If an employee that has been with the District for at least two years in regular status is not permitted to take his/her annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash for up to five (5) vacation days per year at the end of the fiscal year at the option of the employee.

11.6 **VACATION SCHEDULING:** A regular 12-month employee shall take his/her vacation at a time convenient to both the employee and his/her supervisor. The employee shall be allowed to take all of his or her earned vacation in one unbroken period if it is the employee's wish to do so. Supervisors will make every effort to honor an employee's first request or an alternative timeframe will be suggested.

Employees will submit a written vacation request at least 10 working days prior to the desired vacation period of less than ten (10) days. Management will respond within 5 working days unless mitigating circumstances occur. Vacation requests of less than ten (10) days submitted with less than 10 days prior notification may still be granted subject to supervisor's approval and shall not be unreasonably denied. When a vacation request is denied, the reasons will be stated in writing and alternate timeframes will be suggested.

Employees will submit a written vacation request at least 30 working days prior to the desired vacation period of more than ten (10) days. Management will respond within 5 working days unless mitigating circumstances occur. Vacation requests of more than ten (10) days submitted with less than 30 days prior notification may still be granted subject to supervisor's approval and shall not be unreasonably denied. When a vacation request is denied, the reasons will be stated in writing and alternate timeframes will be suggested.

Regular employees who work less than twelve (12) months shall take their earned vacation during the winter and/or spring recesses. In the event an employee is entitled to more days vacation than are available during the winter and spring recesses, the employee shall take the extra vacation at a time convenient to both the employee and the supervisor.

11.7 **VACATION HOLIDAYS:** If a District approved holiday falls within a scheduled vacation, the employee shall not be charged a vacation day for the holiday.

11.8 **INTERRUPTION OF VACATION:** Permanent classified employees may interrupt or terminate vacation leave to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

11.9 **MODIFICATION TO ACCRUAL SCHEDULE:** Effective July 1, 1985, the accrual basis for vacation shall change from hire date calendar year to fiscal years of service.

ARTICLE 12

LEAVES

INTRODUCTION

Leaves are governed by Chapter 110 of the District's Rules and Regulations of the Classified Service. The following is not meant to add to, subtract from, or in any way alter Chapter 110. Rather, the inclusion of the following is meant to communicate the general idea of the subject. If specific knowledge is needed, then the reader must refer to the Rules and Regulations. If a dispute arises over the interpretation or application of this topic, such dispute must focus on Chapter 110 and shall be processed according to the appeal processes found within the Rules and Regulations. In any dispute, the following may not be used in any way to determine the meaning of Chapter 110. Such meaning must be derived solely from within the Rules and Regulations themselves. However, a dispute concerning any leave provided within this Article 12 and not addressed by the Personnel Commission Rules and Regulations shall be processed in accordance with Article 18, Grievance Procedure. Also, Chapter 110 may be revised as provided in Chapters 10 and 20 of the Rules and Regulations. However, any proposed changes to Chapter 110 must follow all provisions of Chapters 10 and 20. This includes the Subsection 10.1.1.2 requirement that the Commission notify CSEA Chapter 130 at least fourteen (14) calendar days prior to adoption of any change by the Personnel Commission.

A leave of absence
is an authorization for a regular employee to be absent from duty for a specific period of time for an approved purpose.

There are twenty-one (21) types of paid leave:

1. Industrial Accident and Illness leave
2. Accrued and advanced sick leave
3. Compensatory time off
4. Accrued or credited vacation days
5. 50% extended illness leave
6. Personal necessity leave
7. Pregnancy disability leave
8. Jury duty leave
9. Witness leave
10. Release time for personnel activities
11. Military leave
12. Leave of absence for study
13. Leave of absence for retraining
14. Voter leave
15. Hospitalization of immediate family
16. Bereavement leave
17. Absence due to epidemic or emergencies
18. Catastrophic sick leave

19. FMLA/CFRA (Family Medical Leave Act/California Family Rights Act - unpaid - medical benefit continuation only)
20. California Family School Partnership Act leave
21. Child Bonding Leave

An employee may also receive an unpaid leave. Such leaves may be granted to a permanent classified employee upon written request of the employee along with the approval of the District, and subject to the restrictions and conditions outlined in Chapter 110 of the Rules and Regulations. The Rules and Regulations also prescribe the length of the leave, reasons for granting leaves, and the right of return at the end of the leave.

12.1 BEREAVEMENT LEAVE:

12.1.1 In the event of the death of a member of the immediate family, an employee in the bargaining unit shall be granted necessary leave of absence, up to five (5) days of which three (3) days will require no deduction from salary of the employee and up to two (2) days of Personal Necessity Leave. In the event that death of an immediate family member requires out-of-state or necessary travel beyond 300 miles round trip from the employee's work location (as measured by the shortest land route), the employee shall receive five (5) days with no deduction from salary of the employee. Additional days of absence beyond those described herein may be provided under the terms of Personal Necessity Leave provisions.

12.1.2 Members of the immediate family, as used in this Section, mean the mother, father, grandmother, grandfather, grandchild, step mother, step father, step sister, or step brother of the employee or of the spouse/domestic partner of the employee, and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or of the spouse/domestic partner of the employee, or any relative who has been living in the immediate household of the employee.

12.1.3 Employees shall record their bereavement leave absence in the substitute management system or by contacting their immediate supervisor and must complete their bereavement leave within three (3) months from the date of death of the qualifying immediate family member, unless otherwise approved by Human Resources.

12.1.4 Employees may be requested to provide documentation of the death of a qualifying immediate family member. Employees must provide documentation within thirty (30) days from the first day of leave if requested.

12.2 JURY DUTY: If an employee is necessarily absent because of service on a jury, the administration shall grant that no deduction be made from the employee's salary because of such absence provided that the fee for jury duty shall be collected by the employee and remitted to the District. The fee for jury duty shall not be collected by the District if the employee is able to serve the District in his regular assignment. The mileage allowance for jury duty will be retained by the employee.

12.3 ALLOCATION OF SICK LEAVE:

12.3.1 Permanent full year employees shall be entitled to sick leave without loss of salary at the rate of twelve days per year.

12.3.2 Full time employees on other than 12-month assignments shall receive sick leave of one day per month of assignment. Additional work performed during summer or summer school shall also earn sick leave on a pro-rata basis as the employee's full time work days relate to a full month of work during the summer or summer school assignment.

12.3.3 Part time employees shall accrue sick leave on a pro-rata basis as the employee's workweek relates to forty (40) hours. Additional work performed during summer or summer school shall also earn sick leave on a pro-rata basis as the employee's work days and daily work hours relate to forty (40) hours and a full month of work during the summer or summer school assignment.

12.4 INDUSTRIAL LEAVE: Personnel Rule #130.4 is included by reference. The parties agree that employees newly hired to the District shall not be eligible for the benefits provided by Personnel Rule #130.4 until the employee has completed six (6) months of active duty with the District.

12.5 OTHER SICK LEAVE: Sick leave days at full pay shall be in addition to the 100 days half-day sick leave pay.

12.5.1 An employee, who is absent from work and requests use of half-day sick leave for such absence, shall provide verification of illness by a medical practitioner prior to the authorization of such half-day sick leave pay.

12.5.2 Half-day sick leave shall only be used for a continuing illness or for an illness of at least five (5) consecutive days.

12.6 BREAK IN SERVICE:

12.6.1 Paid Status: No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

12.6.2 Voluntary Leave: No period of approved voluntary unpaid absence of less than 39 calendar months shall be considered a break in service for the purpose of maintaining seniority under the Agreement. During an unpaid absence, the employee does not earn additional paid status seniority.

12.6.3 Involuntary Leave: No period of approved involuntary unpaid absence of less than 39 calendar months shall be considered a break in service for the purpose of maintaining seniority under this Agreement. Upon return, all time during which an individual is in involuntary unpaid status shall be counted for

hire date seniority not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits. During an involuntary unpaid absence, the employee does not earn additional paid status seniority.

12.7 **PERSONAL NECESSITY LEAVE:** An employee may use, at their election, not more than ten (10) days accumulated sick leave benefits in any school year, in the following cases of personal emergency:

12.7.1 Death of a member of the immediate family as defined above. This is in addition to normal bereavement leave.

12.7.2 Accident, involving their person or property, or property of a member of their immediate family as defined above, of such nature that the immediate presence of the employee is required during their working day.

12.7.3 Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

12.7.4 In other situations of urgency as judged acceptable to the Supervisor, for the purpose of conducting personal business, which is impossible to transact at other than school district working hours. Such leave may not be used for seeking other employment, rendering services, or working either with or without remuneration for oneself or for anyone else; for recreational activities; or for withholding of services. Such leave may not be granted on the first or last day of the school year or on the first working day preceding or following a vacation period or holiday including weekend holidays. Such leave may be up to ten (10) consecutive days as agreed upon between the employee and the supervisor. (Exceptions: recognized religious holidays; graduation exercises for the employee, husband/wife, son or daughter; honors convocation honoring the employee; and/or military departure of a son or daughter.)

12.7.5 Classified employees desiring to use such leave shall submit their request at least three (3) working days in advance of the anticipated absence, except in emergencies. In such cases, the employee shall apply as soon as possible. The Classified Personnel Absence Request Form must be filed with and approved by the employee's supervisor, Principal, Department Head, appropriate Assistant Superintendent, or the Director of Human Resources. The general reason for the referral shall be briefly explained on the form.

12.7.6 Classified employees with over (75) seventy-five work days of sick leave may use one of the ten (10) annual personal necessity leave days as a "No Tell Day", except for work stoppage or concerted employee activities, and shall be able to use a "No Tell Day" for each additional (25) twenty-five days of sick leave over the (75) seventy-five days. All procedures for the use and request of a PN day will be used for these days. Employees must attach an up to date Employee Information System (EIS) form.

12.8 PAID LEAVE DAY: Employees working less than four (4) hours per day during the school year shall be granted one (1) paid leave day per school year. The day off will be determined by mutual agreement between the employee and his/her supervisor. This paid leave day will not be cumulative from year to year.

12.9 LEAVES OF ABSENCE WITHOUT PAY:

12.9.1 When Granted: Leave of absence without pay may be granted to a permanent classified employee upon written request of the employee, and the approval of the District, subject to the following restrictions:

12.9.1.1 Length: Leave of Absence without pay may be granted for any period not exceeding six (6) months but may be extended for six (6) months with the approval of the District. Additional extensions may be granted upon approval of the District and the Board.

12.9.1.2 Reason: A leave of absence may be granted an employee provided he meets all other requirements set forth in this rule; who desires to attend an educational institution or to enter training to improve the quality of his service; who enters the military service of the United States as provided for by law in the Military and Veterans Code and Education Code of the State of California; who is temporarily incapacitated by illness; the period following maternity; or who presents some other reason equally satisfactory to the District.

12.9.1.3 Right to Return: The granting of a leave of absence without pay gives the employee the right to return to his position at the expiration of his leave of absence, or before, with the concurrence of the appointing power, if such a position still exists. Such leaves are granted only to employees who desire to return to their former position. A physical examination may be required by the District before the employee returns to work.

12.9.1.4 Absence Other Than Illness: Absence for any personal reason, excluding those listed in this Agreement, necessitates the deduction of a full day's pay. (A day's pay is determined by dividing the monthly salary by 21.66, which is the average number of working days per month.)

12.9.1.5 Subpoena to Court: Employees may be granted leaves of absence without pay to appear in court for reasons brought about through connivance or misconduct.

12.9.2 Cancellation of Leave: The District may, for cause, and upon request of the appointing power, cancel any leave of absence approved by giving the absent employee due notification.

12.9.3 **Filling Vacancy:** When a leave of absence without pay is granted it shall be understood that the vacancy thus caused may be filled and that the returning employee shall be guaranteed a similar position in the same classification, but not necessarily the same position.

12.9.4 **Report Of Reinstatement:** Report of the employees return to work at or before the expiration of a leave of absence without pay, shall be made directly to the Personnel Director, prior to the employee returning. At the same time, notice to the employee who has been filling the position temporarily shall be made by the Personnel Director.

12.9.5 **Failure to Return:** Failure to report for duty within three (3) days after a leave of absence has been canceled by the District, or at the expiration of a leave, shall be considered an automatic resignation from service unless the employee so dismissed shall satisfactorily show that such a failure was excusable, in which case the employee shall be reinstated. The employee or his authorized representative must present in writing to the Personnel Director, within three (3) days after expiration date of the leave, the request for consideration.

12.9.6 **Informal Leave:** An informal leave of absence without pay may be granted by the appointing power for a period of five (5) working days or less without reference to the Personnel Director.

12.9.7 **Counting Time for Seniority or Salary Adjustment:** Time spent on leave of absence without pay shall not count towards seniority or merit salary adjustment. Before an employee receives a salary adjustment, he must serve the required service time.

12.9.8 **Procedure:** An employee shall not be entitled to a leave of absence as a matter of right. Upon a request for a leave of absence signed by the employee and stating the reason for the leave, the appointing power may recommend either to approve or disapprove the request. The request shall be submitted to the Personnel Director for approval prior to the date on which the leave is to be effective. The Personnel Director, acting for the District, shall approve the request if it complies with the law and rules.

12.9.9 **FMLA Leave Rights:** Employees requesting paid and/or unpaid leave may be eligible for Family Care and Medical Leave rights. Eligibility guidelines are found under Personnel Commission Rule 110.18.

12.10 **Hospitalization of Immediate Family Leave:** Days taken under this rule shall be considered the same as personal illness and the days of absence shall apply if a member of the employee's immediate family requires hospitalization which also requires the employee's presence. The written request for such presence, by either the doctor or hospital management, shall be submitted with an absence notification form to the immediate supervisor. Maximum allowance for such absence under this leave shall be limited to six (6) days in any one fiscal year, so long as the employee has such number

of accumulated sick leave days available. For the purposes of this section, immediate family shall be defined as spouse, child, parent or parent/child guardianship relationships.

12.11 Catastrophic Leave: The Parties agree to adhere to the provisions of Personnel Commission Rule 110.17 without opportunity for grievance except for Rules 110.17.7 110.17.8, and 110.17.9, which shall be superseded by the following:

110.17.7 Superseded by:
MAXIMUM NUMBER OF DAYS USED: The maximum number of catastrophic leave days allowed to be utilized by one employee for a single approved catastrophic illness shall not exceed nine (9) consecutive months. Generally, the donated days are utilized to keep an employee in paid status for the purpose of maintaining medical benefits. An employee may request a specific number of days on a "Classified Sick Leave Bank Request Withdrawal Form," and if the employee finds that additional days are necessary, the employee may file an additional request for consideration by the Committee, so long as the total number of days utilized for a single approved catastrophic illness shall not exceed the maximum.

110.17.8 Superseded by:
APPROVED AND UNUSED DAYS RETURNED TO SICK LEAVE BANK: Any days approved by the Committee or the Personnel Commission that are unused by the employee shall be returned to the Catastrophic Sick Leave Bank. When an employee who donates to the bank retires or terminates, any days donated shall not be withdrawn from the Catastrophic Sick Leave Bank.

110.17.9 Superseded by:
THE WORTH OF A DONATED DAY: A day of donated sick leave or vacation shall be considered one (1) day for purposes of credit to the Sick Leave Bank, regardless of the number of hours that donated day would have been worth to the employee making the donation.

12.12 Child Bonding Leave:

12.12.1 Definition. "Parental Leave" for this subsection of Article 12 means leave

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

12.12.2 Employees shall use current and accumulated sick leave for parental leave, for up to twelve (12) workweeks.

12.12.3 When an employee with at least one (1) year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, the unit member shall be entitled to fifty-percent (50%) of the employee's salary for the remainder of the twelve (12) week period.

12.12.4 The employee must give the District at least thirty (30) days' advance notice of the employee's intention to use parental leave and the anticipated dates of the leave.

12.12.5 Parental leave must be used within twelve months following the birth or placement of the child. An employee shall not be provided more than one twelve (12) week period per child bonding leave. However, if a school year terminates before the twelve (12) week period is exhausted; the employee may take the balance of the twelve (12) week period in the subsequent school year.

12.12.6 If both parents are employed by the District and eligible for parental leave, each parent is entitled to child bonding leave not to exceed twelve (12) weeks.

12.12.7 Parental leave must be taken in increments of at least two (2) weeks duration.

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

ARTICLE 13

TRANSPORTATION

13.1 **GUARANTEED HOURS:** During a driver's normally assigned work year, the driver will be guaranteed a minimum of six (6) hours per work day. All health/sick/vacation/holiday time will be calculated at a minimum of thirty (30) hours per week. Field trips or other types of driving may be used to meet the minimum assigned daily hours as defined in this section.

13.2 **DEFINITION OF A FIXED ROUTE:** A fixed route shall include one or more of the following: morning run, afternoon run, midday run, and/or therapy run. A fixed route shall include:

1. Five (5) minutes of clock in/out and walk time at the beginning and end of each run.
2. Twenty (20) minutes of equipment check out for buses with hydraulic brakes, OR thirty (30) minutes of equipment check out for buses with air brakes (for each required equipment check out).
3. Fifteen (15) minutes of clean up and lock up time of equipment per each run.
4. Forty-five (45) minutes per week to wash Type I buses with air brakes and thirty (30) minutes per week to wash Type II with hydraulic brakes.
5. Not less than fifteen (15) minutes per week to fuel a bus.

13.3 **DEFINITION OF A RELIEF POSITION:** A relief position is a regular job with no regularly assigned fixed route.

13.3.1 Relief drivers will be guaranteed thirty (30) hours per week.

13.4 **ASSIGNMENT OF FIXED ROUTES AND RELIEF POSITIONS:** Fixed routes and relief positions shall be assigned to drivers on the basis of preference by bargaining unit classification seniority. Bids will be made in person unless site manager's permission has been obtained in advance for a phone bid. Either of the following criteria must be met in order to perform a phone bid (request must be made in advance in accordance with Articles of Agreement on leave requirements):

- The driver is on a leave approved by a manager that does not exceed 45 calendar days from the commencement of the driver's normally assigned work year.

- Physician's note releases the driver to return to perform essential functions of the job within 45 calendar days of the commencement of the driver's normally assigned work year.

If a phone bid is to be made, the driver must provide the manager a current phone number and be available by phone from 7:00 a.m. to 1:30 p.m. If the driver does not answer or return the manager's call within 5 minutes the bus driver will forfeit their bid opportunity.

Bus drivers who were not able to bid on the first workday of the school year will be given the route with the most hours not driven by a permanent employee. Bus drivers who bid at the fall semester bid but are not able to perform essential functions of the job within 45 calendar days from their first scheduled workday will lose their bid position and the route will go through a "one week two-tier" bidding process.

13.4.1 Fixed routes and relief positions for the current school year shall be awarded during the month of August.

13.4.2 If a driver terminates after the school year commences, the vacated route or relief position will be put up for bid.

13.4.3 In the week preceding the fall student-free day, routes that were awarded during the August bid which have increased by two (2) hours or more per week will be posted for bid. This shall be a two-tiered bidding process that will take place within the week preceding the student-free day. The routes will be awarded on the Friday before the student-free day. The routes shall be assigned to drivers on the basis of preference by bargaining unit seniority. Drivers who change routes during this period must dry-run their newly assigned routes on the first student-free day of the school year. Routes that were awarded as a result of this bidding will begin on October 1st of each year.

13.5 **MIDDAY RUNS:** Midday runs becoming available during the year shall be incorporated into a fixed route.

13.5.1 Stand-alone mid-day runs, which are not attached to either a morning run or an afternoon run, may be covered in order for a driver to do field trips.

13.6 **INCREASES IN FIXED ROUTES:** If a fixed route increases by at least three (3) hours per week for four (4) working weeks, then the revised route shall be posted and the bid process completed within two weeks of the end of the four working week period. If the circumstances that caused the time to be added disappear within two (2) calendar months, then the District has the right to reduce the route by the exact amount of time added to address the circumstance.

13.7 **BIDDING NEW, VACATED, OR INCREASED ROUTES OR RELIEF POSITIONS:** All routes put up for bid after the commencement of the current school year will be bid on a two tiered basis.

13.8 **CONFERENCE TIME:** If a conference is required between supervisor, parent, driver, principal, and student, the driver will be paid for such time if this conference time is above and beyond the guaranteed daily hours.

13.9 **FIELD TRIP ASSIGNMENTS:** Field trip assignments shall be distributed in order of seniority and rotated as equally as reasonably possible among bus drivers in the bargaining unit. If a field trip becomes available due to the unavailability of the previously assigned driver, such trip will be offered to the driver who is next in rotation on the field trip rotation list at no loss to their place in rotation and so on until the trip is taken. If a

bus driver is absent (except for pre-approved absences) any portion of the work day prior to a field trip assignment, the field trip will be offered to the driver listed next on the field trip rotation list (as long as they are present at work the day prior to the field trip assignment) at no loss to their place in rotation and so on until the trip is taken. A field trip assignment shall include:

1. Five (5) minutes of clock in/out and walk time at the beginning and end of each run.
2. Twenty (20) minutes of equipment check out for buses with hydraulic brakes, OR thirty (30) minutes of equipment check-out for buses with air brakes (for the driver's first run of the field trip assignment).
3. Twenty (20) minutes of clean up and lock up time of equipment per run.
    a. Drop and return field trips shall provide the twenty (20) minute clean up and lock up time for each run. This time may be extended as necessary with the pre-approval of the supervisor.
    b. Drivers with field trip assignments that require the driver to stay and remain with paid stand-by time will only be paid for one (1) twenty (20) minute period for clean up and lock up at the end of the field trip assignment. This time may be extended as necessary with the pre-approval of the supervisor.
    c. Actual time it takes to fuel a bus.

13.10 <u>SPECIAL TRIP ASSIGNMENTS</u>: Weekend, evening, holiday, sport, and mountain trips will be assigned in order of seniority to drivers who sign up for them on a rotation basis. Each special trip assignment category will be tracked on its own rotation list. If a special trip becomes available due to the unavailability of the previously assigned driver, such trip will be offered to the driver who is the next in rotation on the special trip rotation list at no loss to their place in rotation and so on until the special trip is taken. If a bus driver is absent (except for pre-approved absences) any portion of the work day prior to a special trip assignment, the special trip will be offered to the driver listed next on the special trip rotation list (as long as they are present at work the day prior to the special trip assignment) at no loss to their place in rotation and so on until the trip is taken. If no regular driver is available, the run shall be offered to a substitute driver. That run shall not be charged against the placement in rotation of the driver who accepts the run during the secondary sign up. A special trip assignment shall include:

1. Five (5) minutes of clock in/out and walk time at the beginning and end of each run.
2. Twenty (20) minutes of equipment check out for buses with hydraulic brakes, OR thirty (30) minutes of equipment check out for buses with air brakes (for the driver's first run of the special trip assignment).
3. Twenty (20) minutes of clean up and lock up time of equipment per run.
    a. Drop and return field trips shall provide the twenty (20) minute clean up and lock up time for each run. This time may be extended as necessary with the pre-approval of the supervisor.
    b. Drivers with special trip assignments that require the driver to stay and remain with paid stand-by time will only be paid for one (1) twenty (20) minute period for clean up and lock up at the end of the special trip assignment. This time may be extended as necessary with the pre-approval of the supervisor.

4. Actual time it takes to fuel a bus.

13.11 STANDBY TIME:

13.11.1 Bus drivers on special trips, including but not limited to, athletic events, field trips, and curricular trips who are required to remain on standby for the duration of the event for which the special trip is made, shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds eight hours, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular rate of pay.

13.11.2 Notwithstanding any other provisions of this Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning.

13.11.3 A driver that returns to the bus yard who has at least forty-five (45) minutes until his/her next run will be charged for lunch. The lunch charge shall be thirty (30) minutes unless the driver's Daily Bus Report (DBR) shows that a meal break has already been taken that day. Further, a driver who is not required to return to the yard with at least forty-five (45) minutes between runs shall be charged with a thirty (30) minute duty free meal break only if during the workday the employee had at least two (2) hours of standby time and the driver's DBR does not show that a meal break had already been taken that day.

13.12 INFORMATIONAL POSTING: Each driver's cumulative field trip and cumulative special trip hours shall be posted monthly.

13.13 SUMMER SCHOOL ASSIGNMENTS: Summer school assignments, which are extended year transportation, will be a minimum of four (4) hours. When these assignments are offered to an employee, the employee must provide reasonable assurance that such assignment will be completed in full with the exclusion of jury service with official notice of service.

13.14 The District will compensate up to three (3) hours of pay for drivers to complete their required DMV physical and submit the necessary paperwork (Medical Examination Report Form and Medical Examiners Certificate) online to the DMV for processing.

ARTICLE 14

TRANSFERS

14.1 **LATERAL TRANSFERS:** A lateral transfer shall mean the relocation of an employee between job sites or between departments at the same job site within the same classification. When a new position is created or an existing position becomes vacant, the District shall give first consideration to lateral transfer requests. Employees who want to transfer must submit a written request to the Classified Personnel Services prior to the interview for the vacancy to which the employee wants to transfer. If more than one employee wishes to be transferred to a particular vacancy, all other factors being equal, and if an employee is transferred, the employee with the greatest bargaining unit seniority shall be transferred. In the event two (2) or more employees have identical seniority, the employee to fill the position shall be selected by lot. No additional probationary period will be required. When an employee is refused a transfer, at the request of the employee, a conference will be held to discuss the reasons and upon request of the employee, the reasons shall be stated in writing.

14.1.1 Transfer requests will have an automatic 2-year expiration. Expired transfer requests will be sent back to the employee for their knowledge and renewal.

14.2 **RELATED CLASS TRANSFER:** A related class transfer is the transfer of an employee to a position in a similar or related class with the same salary range. Transfer of an employee to a position in a related class at the same salary level may be made based upon similarity of:

a. Duties;

b. Minimum qualifications;

c. Examination content.

14.2.1 The extent to which the two classes must be related depends upon outside factors. In general, more latitude in approving transfers is allowed:

a. As the employee's length of service with the school district increases;

b. When the request for transfer is based upon layoff, reclassification, or health;

c. When there is no eligibility list for the class to which transfer is requested; and

d. When the employee's education and experience show he/she meets the requirements of the new class.

14.3 ADMINISTRATIVE TRANSFER: Upon written request of the unit member, the reason for transfer shall be stated in writing and a conference held to discuss the transfer. Transfers initiated by administrative staff may be made not less than three (3) work days, unless waived by joint agreement of the District and CSEA President and/or designee, after notice has been provided to the CSEA President and/or designee and the Association has been given a reasonable opportunity to discuss the matter with the District prior to implementation. If an emergency precludes prior notice to the Association, then the District shall notify the Association as soon as reasonably possible.

14.3.1 NO REPRISALS: The Association and District agree to meet and confer with the CSEA Chapter President and/or designee and the Assistant Superintendent of Personnel Services and/or designee for any concerns regarding a transfer made under Article 14.3 perceived to be for arbitrary, capricious or discriminatory reasons no later than five (5) working days after the concern being brought to the attention of the District. This subsection in no way limits a bargaining unit member's ability to file a grievance under section 3.4 EMPLOYEE RIGHTS of this Agreement.

14.4 MEDICAL TRANSFER: When an employee becomes physically incapacitated for the performance of any of his/her duties as determined by a physical examination, the District may transfer him/her to a position 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 in-service training. At the request of the employee there shall be a meeting between the employee and the District to discuss the proposed transfer. The employee may be accompanied by their CSEA representative. In case of transfer to a lower level, the employee 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 is transferred. He/she shall retain his/her anniversary date.

ARTICLE 15

RECLASSIFICATIONS

15.1 Reclassifications are governed by Chapter 30 of the District's Rules and Regulations of the Classified Service. The following is not meant to add to, subtract from, or in any way alter Chapter 30. Rather, the inclusion of the following is meant to communicate the general idea of the subject. If specific knowledge is needed, then the reader must refer to the Rules and Regulations. If a dispute arises over the interpretation or application of this topic, such dispute must focus on Chapter 30 and shall be processed according to the appeal processes found within the Rules and Regulations. In any dispute, the following may not be used in any way to determine the meaning of Chapter 30. Such meaning must be derived solely from within the Rules and Regulations themselves. Also, Chapter 30 may be revised as provided in Chapters 10 and 20 of the Rules and Regulations. However, any proposed changes to Chapter 30 must follow all provisions of Chapters 10 and 20. This includes Subsection 10.1.1.2 requirement that the Commission notify CSEA Chapter #130 at least fourteen (14) calendar days prior to adoption of any change by the Personnel Commission.

15.2 The Personnel Commission will conduct studies, as it deems necessary to review classifications and maintain internal alignment in the Classified Service.

15.3 Requests for a specific reclassification study of an existing position may be initiated by an employee, administrative staff member, or a recognized employee organization. The basis for reclassification of an existing position shall be the gradual growth of duties over a two-year period and not a change occasioned by a reorganization or assignment of new duties and responsibilities. Requests must include a listing of these new duties and a statement justifying the basis for reclassification.

15.4 An employee who has been reclassified with his/her position shall be ineligible for subsequent reclassification for a period of at least two years from the initial action. Incumbents not eligible for reclassification into their positions will be given an opportunity to take a qualifying examination for promotion into the higher class.

15.5 Any displacement of a regular employee resulting from a reclassification of a position, positions, or classification shall be considered as a layoff for lack of work, and an appropriate reemployment list will be established in accordance with Personnel Commission Rules.

15.6 No position classification, which would affect classified employees who are represented by a recognized bargaining unit, shall be adopted by the Personnel Commission until reasonable notice of the proposed action has been given to the bargaining unit representative.

ARTICLE 16

LAYOFF AND REEMPLOYMENT

16.1 The layoff of classified employees shall only occur for a lack of work or a lack of funds, and only in accordance with the Rules and Regulations of the Personnel Commission.

16.2 Whenever classified employees are laid off, the order of layoff within the class shall be determined by length of service.

16.3 An employee in the classified service who is laid off from a class, shall have the right to bump a less senior employee as provided by the Personnel Commission Rules and Regulations.

16.4 A permanent classified employee who will suffer a layoff despite bumping rights may accept a voluntary demotion to a vacant position in a lower class or transfer to an equal class, providing that the employee is deemed to be qualified to perform the duties thereof by the Personnel Commission and providing further that the Board of Trustees approves the voluntary demotion or transfer.

16.5 The District shall notify the affected employees in writing a minimum of sixty (60) calendar days prior to the layoff. The District shall give CSEA advance notice of the layoff and meet with CSEA prior to sending out the 60-day notice and offer the opportunity to bargain over the effects of the layoff.

16.6 Laid off employees are eligible for reemployment in the class from which they were laid off for a 39-month period from the date of the actual layoff and shall be reemployed in the reverse order of layoff. Employees who accept a voluntary demotion in lieu of layoff are eligible for reemployment in the class from which they took a reduction for an additional twenty-four (24) months.

16.7 Further details of the procedure applicable to layoff and reemployment are in Chapter 150 of the Personnel Commission Rules and Regulations.

ARTICLE 17

SAFETY

17.1 **SAFETY COMMITTEE:** A District safety committee shall be formed to review reports of accidents by employees in the unit as well as assist in the development of processes and procedures to aid in the prevention of such accidents. The core committee will consist of the District's Risk Manager and two CSEA designated representatives. Others may be called in on an as needed basis. The committee may make recommendations concerning the need for safety equipment and gear, per Section 7.4 of this Agreement, and for trainings in accordance with Section 6.7. Such committee shall meet quarterly and/or as needed. Employees on the committee shall be allowed reasonable release time to carry out their obligations.

17.2 **NO ADVERSE ACTION:** The District shall take no adverse action against an employee by reason of his/her reporting an unsafe condition.

ARTICLE 18

GRIEVANCE PROCEDURE

18.1 DEFINITIONS:

18.1.1 A "grievance" shall mean an alleged violation, misapplication or misinterpretation of a specific provision of the Agreement. Article I is excluded from the Grievance Procedure.

18.1.2 A "grievant" shall mean an employee, employees, or CSEA.

18.1.3 Other complaints - Adjustment of a complaint arising in the areas of established Commission Rules and Regulations, established Board policies, administrative procedures, and complaints against other employees will be handled through the grievance procedure in the Rules and Regulations as stated in Section 130.1 "Grievance Procedure."

18.1.4 The grievant has the right to be represented by CSEA at all steps of the grievance procedure.

18.2 STEP I (INFORMAL STEP): The employee shall meet with the immediate supervisor to discuss the potential grievance in an attempt to resolve it informally. If the potential grievance is not resolved at this level, the employee may proceed to Step II. If the employee, through no fault of the employee, is unable to meet with his/her immediate supervisor within five (5) working days, the employee may proceed to Step II.

18.3 STEP II: Within fifteen (15) working days of the occurrence, or within fifteen (15) working days of when the employee could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on a District provided form to the immediate supervisor.

18.3.1 The written grievance shall be a clear, concise statement of the grievance, including the specific provision of this Agreement alleged to have been violated, the circumstances involved, the decision given at the informal level, and the specific remedy sought. Either party may request a personal conference with the other party. The District's decision shall be given to the employee in writing within ten (10) working days after receiving the grievance.

18.4 STEP III: If the grievant is not satisfied with the decision at Step II, or if there is no written answer from the District within the time limit, the grievant may appeal in writing within ten (10) working days to the Superintendent, or the Superintendent's designee.

18.4.1 The appeal shall include a copy of the original grievance, the decision at Step II, and a clear, concise statement of the reasons for the appeal. Either party may request a personal conference.

18.4.2 The Superintendent, or designee, shall communicate a decision within ten (10) working days after receiving the appeal.

18.5 **MEDIATION:** If the grievant is not satisfied with the decision at Step III, or if there is no decision within the time limit, the grievant may request mediation within ten (10) working days.

18.5.1 If the grievant requests mediation, the parties will set a meeting with a Conciliator from the California State Conciliation Service as soon as reasonably possible for all parties.

18.6 **STEP IV:** If the grievant is not satisfied with the results of mediation, he/she may request CSEA to submit the grievance to arbitration. If CSEA concurs with the employee's request for arbitration, CSEA shall, within ten (10) days of the mediation, submit a request in writing to the Superintendent for arbitration of the dispute, and the District shall comply with the request, except in cases of disputed arbitrability, which shall be provided hereinafter. CSEA and the District shall attempt to agree upon an arbitrator, and if no agreement can be reached within seven (7) days, the parties shall request the California State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the Arbitrator. The order of striking shall be determined by lot.

18.6.1 The fees and expenses of the Arbitrator and the hearing shall be borne equally by the District and CSEA subject only to Section 18.9. All other expenses, including fees for witnesses and conferees or the costs of substitutes for witnesses and conferees, shall be borne by the party incurring them, except as provided elsewhere in this Article.

18.6.2 The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the Arbitrator shall rule on the arbitrability of the issue and shall submit his/her recommendations to the parties at Level III.

18.6.3 The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

18.6.4 After a hearing, and after both parties have had an opportunity to make written arguments, the Arbitrator shall submit, within thirty (30) calendar days to all parties, the written findings and recommendations that he/she has prepared.

18.7 **ADVISORY VS BINDING:** If the Arbitrator's award does not require any outlay or transfer of District funds as a direct or indirect consequence of the Arbitrator's award, then such decision and award shall be final and binding on all parties. If the Arbitrator's award

requires any outlay or transfer of District funds as a direct or indirect consequence of the Arbitrator's award, then such decision and award shall be advisory to the Board of Trustees.

18.8 **STEP V:** If the advisory recommendation is acceptable to the District, the Superintendent shall take appropriate action to implement the recommendation. If no action is taken by the District, or the grievant does not concur with the Advisory Arbitrator's recommendation, the grievant may appeal, in writing, to the Board of Trustees within ten (10) days of the receipt of the Advisory Arbitrator's recommendation.

18.8.1 If a hearing is held, pursuant to Level V, said hearing shall be held in closed session, and only in the presence of both parties. If the Board fails to render a final decision within thirty (30) days, as provided herein, the Advisory Arbitrator's decision shall be implemented.

18.9 **FINAL DECISION:** Subject to the provisions of Section 18.7 above, the Board of Trustees has the power to render a final decision of a grievance, which shall be binding on all parties. If, upon review, the Board of Trustees determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence, prior to rendering the binding decision. Nothing contained herein shall deny to any employee his/her rights under State or Federal Constitution and laws.

18.9.1 If an arbitrator rules that a grievance submitted to arbitration under this Article is not arbitrable, then the fees and expenses of the Arbitrator and the hearing shall be borne solely by CSEA. If, subject to the provisions of this Article, the District does not implement an arbitrator's decision, which grants the remedy, requested by the grievant, then the fees and expenses of the Arbitrator and the hearing shall be borne solely by the District.

18.10 **BOARD OF TRUSTEES:** If the grievant is not satisfied with the results of mediation, the grievant may within ten (10) working days of the conclusion of mediation, file a request for review with the Board, in lieu of arbitration. If a timely request for review is filed, the Board shall undertake a review of the entire record. If requested by the grievant or the District, the Board shall permit oral arguments by the parties, but only in the presence of one another. Within thirty (30) working days after receiving the record, the Board shall render a decision on the matter, which decision shall be final and binding on the parties.

18.11 **NO REPRISALS:** The Association and District agree to meet and confer with the CSEA Chapter President and/or designee and the Assistant Superintendent of Personnel Services and/or designee for any concerns regarding reprisals against any participant in the grievance procedure by reason of such participation no later than five (5) working days after the concern being brought to the attention of the District. This subsection in no way limits a bargaining unit member's ability to file a grievance under section 3.4 EMPLOYEE RIGHTS of this Agreement.

ARTICLE 19

CONTRACTING OUT AND TRANSFER OF BARGAINING UNIT WORK

19.1 **CONTRACTING OUT:** The parties agree to abide by the provisions of the Education Code and all other applicable laws concerning the subject of contracting out of work.

19.2 **NOTICE TO CSEA:** In the event the District seeks to contract out a service, which is regularly, and customarily performed by bargaining unit employees, it may do so only as permitted by the Education and Government Codes, as they existed on the ratification date of this Agreement. Such subcontracting shall not result in (a) layoff of employees, (b) a reduction in employee hours per day, days per week, or months per year as established pursuant to Section 5.1.1 herein above, (c) nor the abrogation of reemployment rights. If the District desires to contract out such work, it shall serve CSEA with timely notice of no less than ten (10) days prior to the proposed commencement of such contracting out, and provide an opportunity to bargain the decision and the effects thereof, if applicable. Except as legally permissible, no contracting out shall occur prior to completion of negotiations.

19.3 **TRANSFER OF BARGAINING UNIT WORK:** Except as lawfully permitted, the District shall not transfer any service which is contained in a classified job description to another bargaining unit, community volunteers, or other non-bargaining unit entities or persons.

ARTICLE 20

DISTRIBUTION

20.1 **CONTRACT:** Within ninety (90) days following completion of negotiations, the District will place an electronic copy of this Agreement on the District website under the Classified Personnel" page and CSEA will be provided with 50 paper copies for distribution. The printing and delivery of the 50 paper copies shall be done at no cost to CSEA. All newly hired employees shall be provided with the link to the electronic copy of this Agreement. All employees may receive a printed copy of this Agreement at no cost upon request made to the District Personnel Department.

20.2 **RULES AND REGULATIONS:** The District shall maintain a current copy of the Rules and Regulations at each work site that utilizes members of the unit.

20.3 **JOB DESCRIPTIONS:** The District shall provide job descriptions to new employees.

20.4 **COPIES OF RULES TO CSEA:** The District shall provide five (5) copies of the Rules and Regulations to CSEA.

ARTICLE 21

NEGOTIATION PROCEDURES

21.1 **SUCCESSOR AGREEMENT:** CSEA shall submit to the Board an initial proposal for a successor Agreement no earlier than the second regular Board meeting in April, of the calendar year in which this Agreement expires. Both parties shall, subsequent to this initial proposal, meet and negotiate in good faith no later than June of each succeeding year of this Agreement. Thereafter, all tentative Agreements reached between the parties shall be reduced to writing and signed.

21.2 **RELEASE TIME FOR NEGOTIATIONS:** CSEA shall have the right to designate a five (5) member bargaining team who shall be given reasonable release time for the purposes of negotiating with the public school employer.

21.3 **RATIFICATION OF ADDITIONS OR CHANGES:** Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

21.4 **IMPASSE:** The provisions of Government Code Sections 3540-3549 shall be followed in the event that an impasse is declared. Once an impasse has been declared, the procedures of the Public Employment Relations Board will prevail. Once the impasse procedures have been invoked, this agreement shall remain in full force and effect until the conclusion of the impasse process.

ARTICLE 22

REOPENERS

22.1 **REOPENERS DURING TERM OF AGREEMENT:** This will be a three year agreement with the exception of the following reopeners: For fiscal year 2025/2026, the parties shall reopen on Article 6 Pay and Allowances, Article 8 Health Insurance, plus one additional article per party. For fiscal year 2026/2027, the parties shall reopen on Article 6 Pay and Allowances, Article 8 Health Insurance plus one additional article per party. One additional article per party can be reopened in either 2025/2026 or 2026/2027.

22.2 **SUCCESSOR AGREEMENT:** A successor Agreement may be negotiated as provided in Article 21: Negotiations Procedures.

ARTICLE 23

PROMOTIONS

23.1 **POSTING:** All vacancies for positions within the unit for which no active eligibility lists exist, shall be posted for a minimum of fifteen (15) working days at each work site in prominent locations where employees congregate. The final filing date for a vacancy shall be after the end of the posting period.

23.2 **NOTICE:** Any employee on leave, who has a request on file for such classification during the period of the posting, shall be mailed a copy of the notice by first class mail on the date of the posting.

23.3 **SELECTION:** Vacancies shall be filled in accordance with the procedures set forth in the Personnel Commission Rules and Regulations.

ARTICLE 24

DISCIPLINE

24.1 Procedures for Disciplinary Action and Appeal are governed by Chapter 140 of the Personnel Commission's Rules and Regulations of the Classified Service. The following is not meant to add to, subtract from, or in any way alter Chapter 140. Rather, the inclusion of the following is meant to communicate the general idea of the subject. If specific knowledge is needed, then the reader must refer to the Rules and Regulations. If a dispute arises over the interpretation or application of this topic, such dispute must focus on Chapter 140 and shall be processed according to the appeal processes found within the Rules and Regulations. In any dispute, the following may not be used in any way to determine the meaning of Chapter 140. Such meaning must be derived solely from within the Rules and Regulations themselves.

Also, Chapter 140 may be revised as provided in Chapters 10 and 20 of the Rules and Regulations. However, any proposed changes to Chapter 140 must follow all provisions of Chapters 10 and 20. This includes the Subsection 10.1.1.2 requirement that the Commission notify CSEA Chapter #130 at least fourteen (14) calendar days prior to adoption of any change by the Personnel Commission.

24.2 A regular classified employee shall be subject to disciplinary action only for cause as prescribed by these Rules and Regulations, and only pursuant to the procedures outlined herein.

24.3 Disciplinary action includes any action whereby a regular classified employee is subject to dismissal, suspension, or demotion.

The following causes shall be grounds for disciplinary action:

1. Unprofessional behavior - Failure to perform work in a "work person like" fashion.

2. Incompetency - A pattern of below standard work performance.

3. Inefficiency - The continued inability to perform the assigned duties of the position.

4. Insubordination - Knowingly refusing to perform lawful and reasonably assigned duties or failure to follow rules or directives of a supervisor.

5. Inattention to or Dereliction of Duty - A pattern of continued neglect or dereliction in the performance of assigned duties.

6. Willful and persistent violation of the Education Code, of Rules and Regulations or procedures adopted by the District or a department when such procedures are made known to the employee in writing.

7. Knowingly falsifying, withholding, or supplying misleading information to the District, including, but not limited to, information supplied on application forms and employment records.

8. Possession of opened alcoholic beverage containers on District property, for drinking alcoholic beverages on District property, or being intoxicated while on duty. For designated safety-sensitive positions, engaging in conduct prohibited by Federal and/or State law including: Drinking alcohol within four hours of performing safety-sensitive duties, being in possession of alcohol while on duty, having an alcohol concentration of .04 or greater, or more than one occurrence of having an alcohol concentration of .02 to .0399, as determined by an evidentiary breath test or refusal to take a required evidential breath test.

9. The illegal use, distribution or possession of drugs. For designated safety-sensitive positions, failure to submit to a required drug test or positive drug test results obtained pursuant to Federal and/or State Law.

10. Arrested, being formally charged and convicted of a sex offense as defined in Education Code Section 44010. Conviction of such offense shall result in dismissal.

11. Arrested, being formally charged and convicted of a narcotics offense as defined in Education Code Section 44011. Conviction of such offense shall result in dismissal.

12. Engaging in political activities during assigned hours of duty.

13. Conviction of a crime involving moral turpitude.

14. Abusive, hostile or threatening behavior towards a pupil, a member of the public, another District employee, or a District official.

15. Carrying out an unprovoked physical attack on a pupil, a member of public, another District employee, or a District official.

16. Repeated unexcused absence or tardiness, abuse of leave privileges, or absence without notification.

17. Abandonment of Position - Absence of three (3) consecutive working days without notification or permission (and failure to notify the District of a valid or acceptable reason for absence).

18. Failure to return to work or notify the District within three (3) working days following an authorized leave of absence, except in the case of dire emergency.

19. The uninsurability of an employee to drive a District vehicle when such is a requirement of the employee's position. Upon notification or confirmation by the

District's insurance carrier, discipline under this section shall be handled in the following manner:

140.1.4.19.1 The District shall attempt to reassign the employee within the same class or to a vacant position in a related class (with the approval of the Commission).

140.1.4.19.2 If reassignment is not possible, then the employee may be demoted, pursuant to these Rules and Regulations.

140.1.4.19.3 If a position does not exist for a demotion to be accomplished, then the employee may be dismissed, pursuant to these Rules and Regulations.

20. Cancellation or suspension of a license or certificate required for the performance of assigned duties.

21. Dishonesty, theft, willful misuse, destruction or mishandling of District property.

22. Sexual harassment - Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature, made by someone from or in the work setting.

23. Failure to obey a subpoena issued by the Personnel Commission and duly served, or any refusal to furnish testimony or documents at a hearing or investigation before the Commission or Board of Trustees.

24. Advocacy of the overthrow of the federal, state, or local government by force, violence or other unlawful means.

25. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

26. Conviction of a felony or serious crime or a record of one (1) or more convictions, which indicate that the person is a poor employment risk for the particular job which the employee holds in the District. A plea, verdict, or finding of guilty, or a conviction following a plea of nolo contendere is to be deemed a conviction within the meaning of these Rules.

27. Discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, status gender, sexual preference, or age, against the public or other employees while acting in the capacity of a District employee.

28. Express written permission must be provided by the employee's supervisor for the possession of a knife. Possession of any firearm, explosive, or other dangerous object while on duty is prohibited.

24.4 In situations where progressive discipline is warranted, an employee whose work performance is of such character as to incur discipline shall be disciplined using the principles of progressive discipline. Progressive discipline includes the following stages: counseling, oral warning, written warning, suspension, demotion, and discharge. A written warning may state the rule violated, the acts or omissions in violation, a recommended performance improvement plan (P.I.P.) developed in conjunction with the employee and a reasonable time period during which the employee's performance will be reviewed for improvement or attainment of goals. The discipline used shall be appropriate to the cause for the discipline. It is expressly understood that each situation should be individually evaluated and, when warranted, any step of progressive discipline may be bypassed up to and including immediate dismissal for instances of violations determined to be willful and/or egregious in nature.

24.5 An employee shall have the right to appeal disciplinary action as provided by the Rules and Regulations.

An employee may, at his/her option, be represented by legal counsel, union representation, or any other person designated by the employee.

ARTICLE 25

SAVINGS PROVISION

25.1 **SEVERABILITY:** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extension permitted by law, but all other provisions will continue in full force and effect.

25.1.1 In the event a provision(s) of this Agreement is held to be contrary to law by a court of competent jurisdiction, at the written request of either party, the parties shall meet for the purpose of arriving at a mutually satisfactory replacement for such Article or section. Such written request to meet must be made within fifteen days after the determination by the court.

25.2 **EDUCATION CODE REPEAL:** In the event the Education Code of the State of California is repealed and its provisions are not provided elsewhere in law, the parties agree the provisions of the Code will continue to apply to the employees in this unit for the term of this Agreement, except as amended through proper renegotiations, according to Article 22: Reopeners.

25.3 **REPEAL OF MERIT SYSTEM:** In the event the Merit System is defeated in an election, the provisions within the Rules and Regulations then in effect will continue to apply to the employees in this unit for the term of this Agreement, except as amended through proper renegotiations according to Article 22: Reopeners.

25.4 **FULL UNDERSTANDING:** This Contract sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements made by the parties, whether formal or informal, regarding these matters are hereby superseded or terminated in their entirety, except that, no later than September 1, 1996, either the CSEA or the District may identify written "side agreement" that have previously been entered into by the parties and not discussed during the most recent negotiations. If any such "side agreements" are identified and verified by the parties, the parties shall discuss their ongoing applicability and mutually decide if they should be included in this agreement.

ARTICLE 26

CONCERTED ACTIVITIES

26.1 **NO CONCERTED ACTIVITIES:** It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by CSEA, or by any of CSEA's officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

26.2 **DUTY TO COMPLY:** CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by it, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

26.3 **NO LOCK OUT:** It is agreed and understood that the District will not lock out employees during the term of this Agreement.

26.4 **EMPLOYEE DISCIPLINE FOR VIOLATION:** It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

26.5 **SANCTIONS IMPOSED:** It is understood that in the event this Article is violated by CSEA, the District shall be entitled to withdraw any rights, privileges, or services provided for in the Agreement from any employee and/or CSEA.

ARTICLE 27

27.1 DURATION:

This Agreement shall become effective July 1, 2024 through June 30, 2027.

CSEA and Fullerton Elementary Chapter 130

Tonya Belleque 2.5.25
Tonya Belleque — Date
CSEA Chapter 130, President

2/5/25
Sherrie Williamson — Date
CSEA Chapter 130, Comm. Officer

2/5/25
Sandra Seibert — Date
CSEA Chapter 130, 2nd Vice President

2/5/25
Doug Yingling — Date
CSEA Chapter 130 Negotiating Team

2/5/25
Henry Vivar — Date
CSEA Chapter 130 Negotiating Team

2/5/25
Christina Escobar-Velasquez — Date
CSEA Chapter 130 Negotiating Team

2/5/2025
Danny McCarty — Date
CSEA Labor Relations Representative

Fullerton School District

2/5/2025
Chad Hammitt, Ed.D. — Date
Deputy Superintendent

2/5/2025
Robert Coghlan, Ph.D. — Date
Assistant Superintendent, Business Srvcs.

2/5/2025
Damian Ibarra — Date
Director, Business and Fiscal Srvcs.

2/5/2025
Lucero Monroy — Date
Asst. Director, Payroll

2/5/25
Scott Schlabsz — Date
Director, Facilities, Maint., and Ops.

2/6/25
Kim Benaraw, Ed.D. — Date
Principal, Fisler K-8 School

2/5/25
Tami Cammarata — Date
Director, Special Education

APPENDIX A

Fullerton School District
CLASSIFIED CLASSIFICATIONS AND SALARY RANGE

CLASSIFICATION	RANGE
Account Clerk I	20
Account Clerk II	24
Account Clerk III	28
Accounting & Budget Specialist	34
Administrative Secretary	34
Administrative Specialist	30
Arts Instructional Specialist	30
Behavior Intervention Associate	18
Bus Driver	22
Bus Driver II	23
Bus Driver/Food Service Assistant	22
Buyer	28
Certified Occupational Therapy Assistant	28
Chef	24
Clerical Assistant I	17
Clerical Assistant II	19
Clerical Assistant II/BB	20
Community Liaison	19
Computer Repair Coordinator	34
Computer Technician I	30
Computer Technician II	32
Custodian I	17
Custodian II	24
Data Integration Specialist	35
Delegated Behind the Wheel Trainer	24
Electrician	32
Electronic Repair Technician I	32
Expanded Learning Lead Instructional Assistant	18
Facilities Maintenance Inspector	34
Facilities Technician	28
Food Production Coordinator Assistant	26
Food Service Assistant I	10
Food Service Assistant II	13
Food Service Assistant III	17
Food Service Assistant/Transporter	20
Food Service Specialist	22
Gardener	19
Grounds Equipment Operator	22
Health Assistant	17
Health Assistant/BB	18
HVAC Technician	32
Information Systems Specialist I	31
Information Systems Specialist II	33
Information Technology Coordination Specialist	34
Instructional Assistant/General Education	11
Instructional Assistant/Recreation	11
Instructional Assistant/Expanded Learning	11
Instructional Assistant/BB	14
Instructional Assistant/Special Education I*	14
Instructional Assistant/Special Education II*	16
Instructional Assistant/Special Education I – SPJH*	14

CLASSIFICATION	RANGE
Instructional Assistant/Special Education II – SPJH*	16
Instructional Assistant/Special Education III	17
Instructional Materials Specialist	20
Interpreter/Translator	24
Irrigation & Sprinkler Repairer	28
Language Assessment Assistant	20
Lead Behavior Interventional Associate	20
Lead Gardener	27
Lead School Safety Monitor	18
Learning Systems Specialist	33
Locksmith	30
Maintenance Worker I	25
Maintenance Worker II	27
Mechanic II	32
Network Specialist	34
Online Presence Specialist	33
Painter	30
Payroll Specialist	33
Payroll Technician II	28
Personnel Specialist	33
Personnel Technician I	23
Personnel Technician II	28
Playground Supervisor	7
Plumber	32
Printing Services Coordinator	31
Printing Services Technician	20
Risk Management Technician	28
School Bus Driver Instructor	33
School Office Manager	25
School Safety Monitor	16
Secretary	21
Senior Secretary	24
Social Service Assistant	17
Speech and Language Pathology Assistant	25
State Preschool Service Assistant/BB	18
Student Success Liaison	19
Student Van Transportation Driver	18
System Administrator	37
Technology, Library and Media Assistant I	21
Technology, Library and Media Assistant II	23
Technology, Library and Media Specialist	32
Transportation Dispatcher	27
Transporter	20
VAPA Administrative Specialist	30
Vehicle Maintenance Coordinator	36
Warehouse Coordinator/District Services	30
Warehouse Coordinator/Food Services	28

*Medical stipend added to Instructional Assistant/Special Education- 2% (secondary) or 6% (primary)
Shift Differential – A 6% differential will be paid to classified employees assigned to work before 6:00 a.m. or after 6:00 p.m. Employees who work at least two hours into the premium time will have 6% applied to the entire shift.
Substitute Salaries – Substitute employees and limited term employees shall be compensated at a rate equal to the first step of the appropriate salary range for the position in which they are placed or level of duties performed. Retired employees who substitute in their former position will be compensated at the range and step at which they retire, other positions will be compensated at the first step of the appropriate salary range.

UNCLASSIFIED POSTITIONS:

Bus Driver Trainees - are compensated at $16.50/hour (effective 01/01/2025)
Mental Health Associates – are compensated at $35.00/hour
School Psychologist Interns – are compensated at $10,000/year

This salary schedule is established on an eight-hour day and a forty-hour week. Pay rates for all regular part-time employees are computed with the salary being prorated in relationship to the time served.

08/2025

FULLERTON SCHOOL DISTRICT
SALARY SCHEDULE FOR CLASSIFIED PERSONNEL
Effective July 1, 2024
Hourly Rate = Monthly Salary Divided by 173.33
(July 1, 2023 + 2.5% increase)

RANGE NO.	1-6 Months Step 1		7-18 Months Step 2		19-30 Months Step 3		31-42 Months Step 4		43-54 Months Step 5		55 Months Up Step 6	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
1	2,456	14.170	2,581	14.891	2,711	15.641	2,844	16.408	2,992	17.262	3,145	18.145
2	2,519	14.533	2,648	15.277	2,779	16.033	2,920	16.846	3,069	17.706	3,225	18.606
3	2,581	14.891	2,711	15.641	2,844	16.408	2,992	17.262	3,145	18.145	3,306	19.073
4	2,648	15.277	2,779	16.033	2,920	16.846	3,069	17.706	3,225	18.606	3,392	19.570
5	2,711	15.641	2,844	16.408	2,992	17.262	3,145	18.145	3,306	19.073	3,473	20.037
6	2,779	16.033	2,920	16.846	3,069	17.706	3,225	18.606	3,392	19.570	3,561	20.545
7	2,932	16.916	2,992	17.262	3,145	18.145	3,306	19.073	3,473	20.037	3,648	21.047
8	2,920	16.846	3,069	17.706	3,225	18.606	3,392	19.570	3,561	20.545	3,743	21.595
9	2,992	17.262	3,145	18.145	3,306	19.073	3,473	20.037	3,648	21.047	3,832	22.108
10	3,069	17.706	3,225	18.606	3,392	19.570	3,561	20.545	3,743	21.595	3,931	22.679
11	3,145	18.145	3,306	19.073	3,473	20.037	3,648	21.047	3,832	22.108	4,026	23.227
12	3,225	18.606	3,392	19.570	3,561	20.545	3,743	21.595	3,931	22.679	4,129	23.822
13	3,306	19.073	3,473	20.037	3,648	21.047	3,832	22.108	4,026	23.227	4,232	24.416
14	3,392	19.570	3,561	20.545	3,743	21.595	3,931	22.679	4,129	23.822	4,334	25.004
15	3,473	20.037	3,648	21.047	3,832	22.108	4,026	23.227	4,232	24.416	4,444	25.639
16	3,561	20.545	3,743	21.595	3,931	22.679	4,129	23.822	4,334	25.004	4,557	26.291
17	3,648	21.047	3,832	22.108	4,026	23.227	4,232	24.416	4,444	25.639	4,674	26.966
18	3,743	21.595	3,931	22.679	4,129	23.822	4,334	25.004	4,557	26.291	4,793	27.652
19	3,832	22.108	4,026	23.227	4,232	24.416	4,444	25.639	4,674	26.966	4,908	28.316
20	3,931	22.679	4,129	23.822	4,334	25.004	4,557	26.291	4,793	27.652	5,029	29.014
21	4,026	23.227	4,232	24.416	4,444	25.639	4,674	26.966	4,908	28.316	5,158	29.758
22	4,129	23.822	4,334	25.004	4,557	26.291	4,793	27.652	5,029	29.014	5,287	30.503
23	4,232	24.416	4,444	25.639	4,674	26.966	4,908	28.316	5,158	29.758	5,418	31.258
24	4,334	25.004	4,557	26.291	4,793	27.652	5,029	29.014	5,287	30.503	5,554	32.043
25	4,444	25.639	4,674	26.966	4,908	28.316	5,158	29.758	5,418	31.258	5,690	32.828
26	4,557	26.291	4,793	27.652	5,029	29.014	5,287	30.503	5,554	32.043	5,833	33.653
27	4,674	26.966	4,908	28.316	5,158	29.758	5,418	31.258	5,690	32.828	5,979	34.495
28	4,793	27.652	5,029	29.014	5,287	30.503	5,554	32.043	5,833	33.653	6,133	35.383
29	4,908	28.316	5,158	29.758	5,418	31.258	5,690	32.828	5,979	34.495	6,281	36.237
30	5,029	29.014	5,287	30.503	5,554	32.043	5,833	33.653	6,133	35.383	6,441	37.160
31	5,158	29.758	5,418	31.258	5,690	32.828	5,979	34.495	6,281	36.237	6,598	38.066
32	5,287	30.503	5,554	32.043	5,833	33.653	6,133	35.383	6,441	37.160	6,762	39.012
33	5,418	31.258	5,690	32.828	5,979	34.495	6,281	36.237	6,598	38.066	6,932	39.993
34	5,554	32.043	5,833	33.653	6,133	35.383	6,441	37.160	6,762	39.012	7,104	40.985
35	5,690	32.828	5,979	34.495	6,281	36.237	6,598	38.066	6,932	39.993	7,283	42.018
36	5,833	33.653	6,133	35.383	6,441	37.160	6,762	39.012	7,104	40.985	7,465	43.068
37	5,979	34.495	6,281	36.237	6,598	38.066	6,932	39.993	7,283	42.018	7,644	44.101
38	6,133	35.383	6,441	37.160	6,762	39.012	7,104	40.985	7,465	43.068	7,838	45.220
39	6,281	36.237	6,598	38.066	6,932	39.993	7,283	42.018	7,644	44.101	8,029	46.322
40	6,441	37.160	6,762	39.012	7,104	40.985	7,465	43.068	7,838	45.220	8,227	47.464

LONGEVITY

8th year	2.50%
10th year	3.00%
12th year	4.00%
14th year	5.00%
16th year	6.00%
18th year	7.00%
20th year	8.00%
22nd year	9.50%
24th year	10.50%
26th year	11.50%
28th year	12.50%
30th year	13.50%

VACATION SCHEDULE

YEARS	10 MOS.	11 MOS.	12 MOS.
1st	12	13	14
6th	13	14	15
8th	14	15	16
10th	15	16	17
12th	17	18	19
14th	19	20	21
16th+	21	22	23

Board Approved: April 8, 2025

APPENDIX B

CLASSIFIED HOLIDAYS (14 Total)

Independence Day
Labor Day
Veterans' Day
Thanksgiving (Two days - Thursday and Friday)
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King Jr. Day
Lincoln's Holiday
President's Day
Spring Holiday - *In Lieu of Admissions Day* (One day during Spring Break)
Memorial Day
Juneteenth

Thanksgiving Recess: See Student Attendance Calendar
Winter Recess: See Student Attendance Calendar
Spring Recess: See Student Attendance Calendar

APPENDIX C

DEFINITIONS:

ACT or THE ACT: The Act shall mean those sections of the Education Code or the State of California applying to the "Merit System" for classified employees in certain school districts (that have adopted the "Merit System"). It shall include all of the provisions of Article 6, Chapter 5, Part 25, as well as the provisions of Chapter 1 and Articles 1 to 4 of Chapter 5 in Part 25.

ADMINISTRATIVE LEAVE/IMMEDIATE SUSPENSION WITH PAY: Mandatory paid leave utilized for the purpose of conducting an investigation or for reasons deemed appropriate by District administrative staff. Also utilized if, in the opinion of the District, there is a danger to the health, safety and wellbeing of the employee, students, fellow employees or District property.

ALLOCATION: The official placing of a position in a given class by the Personnel Commission, and the assignment of a class title to the position, or the assignment of a class to a salary schedule or rate.

ANNIVERSARY DATE: The date on which an employee is granted an earned salary increment.

APPEAL: A protest by an employee relative to an administrative action (actually or potentially) detrimental to the employee.

APPLICANT: A person who has filed an application to participate or compete in the District's selection process.

APPOINTING AUTHORITY OR POWER: The Board of Trustees or its designees, and the Personnel Commission when referring to Commission employees and positions.

APPOINTMENT: The official act of the appointing authority in approving the employment of a person in a specific position.

ASSIGNMENT: Placement of an appointee in a position. It also refers to the position to which the employee is placed.

ASSIGNMENT BASIS: The portion of the year for which employment is authorized for a specific position or class.

BEREAVEMENT LEAVE: A paid leave of limited duration granted to an employee upon the death of a member of his immediate family or household.

BUMPING RIGHTS: The right of an employee, under certain conditions, to displace another employee with less seniority in the class.

CANDIDATE: A person who has participated or competed in one or more portions of the District's selection process.

CAUSE: Those specific activities, behaviors, or events that are listed within these rules as being subject to disciplinary action.

CERTIFICATED SERVICE: Those persons and positions required by law to possess credentials issued by the State Department of Education for the State of California.

CERTIFICATION: The submission of names, by the Personnel Director, of candidates from an appropriate eligibility list (established by the Personnel Commission), or from some other source of eligibility, to the appointing power or to the department head authorized to make selections subject to the approval of the appointing power.

CLASS: (Sometimes referred to as "Classification") A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be assigned by the Personnel Commission to designate each position allocated to the group.

CLASSIFICATION: The action of the Personnel Commission in placing a position into a "Class."

CLASSIFIED SERVICE: All persons and positions in the District to which "The Act" applies.

CLASS SPECIFICATION: (Sometimes referred to as a "Class Description") A formal statement of duties and responsibilities of the position (s) in the class, illustrated by examples of typical tasks, as well as the qualification requirements for employment in the position(s) in the class.

COMMISSION: A three (3) member committee established pursuant to the requirements of "The Act," to establish rules and regulations to govern the classified service of the school district, to oversee the personnel management function related to the classified service, and to regulate the actions of the Board of Trustees and/or Administration in carrying out the requirements of "The Act" and the rules and regulations of the commission.

CONTINUOUS EXAMINATION(S): A procedure or procedures authorized by the Personnel Commission for the frequent testing of applicants in certain specified classes (or classifications).

DEMOTION: A change in assignment of an employee from a position in one class to a position in another class, which is allocated to a lower maximum salary rate.

DIFFERENTIAL or DIFFERENTIAL PAY: A salary allowance in addition to the basic salary rate or schedule, based upon additional skills, responsibilities, or specifically scheduled working hours. It also relates to the size of the interval(s) between steps on a salary range and/or the salary rates (ranges) of related classes.

DISCHARGE or DISMISSAL: Separation from the classified service for cause in accordance with the Rules and Regulations of the Personnel Commission. Requires action by the Board of Trustees.

DISTRICT: The Fullerton School District.

DUAL CERTIFICATION: A procedure authorized by the Personnel Commission which provides for simultaneous certification, under certain specific conditions, from an open eligibility list and a promotional eligibility list in accordance with the examination scores attained by the candidates.

DUTIES STATEMENT: A listing of the specific duties assigned to an individual position. It is sometimes referred to as a "position description" or "class description."

ELIGIBILITY LIST: A rank order list of the names of persons who have qualified for possible employment through one of the District's competitive examination processes.

ELIGIBLE: (As an adjective) Legally qualified to be appointed to a position. (As a noun) A person whose name appears on an appropriate eligibility list.

EMERGENCY APPOINTMENT: The assignment of an individual to a regular classified position for a period of time, not to exceed fifteen (15) working days, in order to prevent the stoppage of public business when persons on an eligibility list are not immediately available.

EMPLOYEE: A person who is legally an incumbent of a position, or one who is on an authorized leave of absence.

EMPLOYMENT LIST: A list of names from which certification(s) may be made. The term includes eligibility lists, reemployment lists, as well as lists of individuals who wish to be transferred, demoted, reinstated, or reemployed after resignation, or those who wish to be reinstated to a former class after voluntary demotion or reduction to limited-term status.

EMPLOYMENT STATUS: The condition of an employee's present appointment indicating the degree of permanency with the District.

EXAMINATION: The process of testing and evaluating the fitness and qualifications of applicants.

EXEMPT CLASSIFIED: Refers to those positions and employees exempt from the regular classified service as provided in The Act.

FIELD OF COMPETITION: Those categories of persons (either from within or outside of the District) that have been identified by the Personnel Commission or the designated representative as possessing the necessary qualifications to participate in the District's selection process.

FISCAL YEAR: July 1st of one year through June 30th of the following year.

FULL-TIME POSITION: A position for which the assigned time, when computed on an hourly, daily, weekly, or monthly basis, is equal to or greater than eighty-seven and a half percent (87.5%) of the normally assigned time of the majority of employees in the classified service of the District.

GOVERNING BOARD: The Board of Trustees of the Fullerton School District (see "Board of Trustees" and/or "Appointing Authority or Power").

GRIEVANCE: An employee complaint concerning conditions of employment. This term does not apply to appeals from disciplinary actions, requests for classification study or salary review.

GROUP: A number of classes related in duties and responsibilities as set forth in the list of classes promulgated by the Personnel Commission.

HEARING: A formal review of evidence, in the presence of the parties involved, in connection with an action affecting an employee; concerning which the employee has filed an appeal.

HIRE DATE: Date of original or most recent employment with the District.

ILLNESS: Any pronounced deviation from a normal healthy state, which makes it disadvantageous to the District and/or detriment to the employee for the employee to be at work.

ILLNESS LEAVE: Paid or unpaid leave given to an employee because of personal illness or injury.

INCUMBENT: An employee assigned to a particular position within a class.

INTERVIEW: Part of the selection process, usually the final portion of an examination, for the purpose of evaluating the education, experience, and personal qualifications of the candidate(s); also known as an "oral interview." This term also applies to a meeting between an eligible and the appointing power, or the designated representative, to discuss appointment to a specific position vacancy within the District.

INVOLUNTARY LEAVE: Leaves of absence resulting from a disciplinary action; a suspension.

JOB AUDIT: A personnel job evaluation technique by which a Personnel Commission analyst uses various combinations of job audit questionnaires, personal interviews, as well as work site observations and conversations, to collect data on the duties, tasks and responsibilities of a person.

LAYOFF: Separation from a permanent position because of the lack of work, or lack of funds, or because the position has been abolished or reclassified, or because an employee has exhausted all leave rights and privileges and is still unable to work following an illness or injury. A layoff shall also include any reduction in hours of employment or permanent status, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

LEAVE OF ABSENCE: An approved absence from duty, with or without pay for a prescribed period of time from a class, but not necessarily from a specific position within the class.

LIMITED TERM: A term used in the Education Code (and these rules) to designate employment for periods of time not to exceed six (6) calendar months per Education Code 45286

LIMITED-TERM EMPLOYEE: An employee who is serving in a position established for a limited and specified period of time of six (6) months or less per Education Code 45286.

LOYALTY OATH: A statement required for each new employee concerning the support of the United States and California Constitutions; as required by state law.

MERGING: The act of combining two or more eligibility lists for the same class, which were established not more than a year apart, in the rank order of the amount of the eligibles. Even though the eligibility lists have been merged, each list individually expires one (1) year following the date on which it was established by the Personnel Commission; not following the date on which they were merged.

MERIT SYSTEM: A personnel management system in which comparative merit and fitness govern each individual's selection and progress through the classified service.

PART-TIME POSITION: A position for which the assigned time, when computed on an hourly, daily, weekly, or monthly basis, is less than eighty-seven and a half percent (87.5%) of the normally assigned time of the majority of employees in the classified service.

PERFORMANCE EVALUATION: A formal written statement of the quantity and/or quality of the work performed by a person employed in the District's classified service.

PERMANENT EMPLOYEE: In reference to District employment status, an employee who has completed an initial probationary period of six months or one-hundred thirty (130) days of paid regular service in the classified service (excluding days absent for illness or injury), or two hundred sixty (260) days (excluding days absent for illness or injury), whichever is longest for positions designated by the Commission as executive, administrative, or supervisory. In reference to employment status in a specific class, an employee who has completed a probationary period for that class.

PERMANENT POSITION: A position established for a continuing and indefinite or unlimited period of time, or for a fixed period of time in excess of six (6) months.

PERSONAL NECESSITY LEAVE: A leave of absence with pay for a limited duration which may be taken for reasons of personal need; as specified in the Education Code and the Rules and Regulations of the Personnel Commission. Such leave is charged against the employees earned cumulative sick leave bank, and is limited to a maximum of seven (7) days per school year.

PERSONNEL COMMISSION: (also referred to as "Commission") A three-member committee established pursuant to the requirements of "The Act" to administer the "Merit System" in the Fullerton School District.

PERSONNEL DIRECTOR: (also referred to as "Director of Human Resources Services") As used in these rules, the term refers to the person appointed by the Personnel Commission to act as its designated representative in administering the "Merit System" under the provisions of law and the Rules and Regulations established by the Personnel Commission.

PERSONNEL STAFF: Those persons employed by the Personnel Commission to carry out the day-to-day operations of the Personnel Commission.

POSITION: A group of duties and responsibilities assigned by competent authority which requires either full-time or part-time employment of one person on a permanent or limited-term basis. A position can only be established by action of the Board of Trustees, or by the Personnel Commission for a member of its own staff.

POSITION CLASSIFICATION: The process of categorizing jobs by occupational group, series, class, and grade; according to similarities and differences in duties, responsibilities, and qualification requirements.

PRIVILEGE: A benefit that is discretionary (which may or may not be granted) in contrast to a right (which must be granted).

PROBATIONARY PERIOD: A trial period of six months or one hundred thirty (130) days, whichever is longest, or two hundred sixty (260) days for executive/administrative/supervisory employees, of paid service (excluding days absent for illness or injury) following appointment to a permanent position from an appropriate eligibility list.

PROBATIONER: An employee who has not completed the required probationary period.

PROFESSIONAL EXPERT: A person employed by the District in a professional capacity for a specific limited-term project; such persons are excluded from the classified service.

PROMOTION: A change in the assignment of an employee from a position in one class to a position in another class with a higher maximum salary rate.

PROMOTIONAL LIST: An eligibility list resulting from a promotional examination limited to qualified employees of the District.

PROVISIONAL APPOINTMENT: A person employed temporarily while the selection (testing) process is being conducted to fill the position.

REALLOCATION: Movement of an entire class (of positions) from one salary schedule (range) or hourly rate to another salary schedule or hourly rate.

RECLASSIFICATION: The removal of a position or positions from one class and placement into another. A change in class assignment (upward or downward) as a result of a change in duties.

REEMPLOYMENT: Return to duty of a former employee who has been laid off. Also applies to former employees of the District who are returned to duty for limited period of time following their retirement(s).

REEMPLOYMENT LIST: A list of names (in rank order of seniority) of persons who have been laid off from permanent positions by reason of a lack of work, lack of funds, abolishment or reclassification of positions, exhaustion of illness or accident leave privileges, or other reasons specified in the Rules and Regulations of the Personnel Commission, and who are eligible for reemployment without examination in their former class or classes (within a period of thirty-nine months following the date of layoff).

REGULAR APPOINTMENT: An appointment made from an eligibility list to fill a regular full-time or part-time position vacancy.

REGULAR EMPLOYEE: A person (employee) who has probationary or permanent status with the District.

REGULAR STATUS: Probationary or permanent status in the classified service of the District.

REHIRE DATE: The date of most recent regular employment with the District.

REINSTATEMENT: A reappointment of a former employee, within a period of 39 months following the date of his resignation, without examination, to a position in one of the person's former classes, or in a related former class. Such reappointment requires the District to restore all rights and benefits earned by the person prior to the resignation.

RESIGNATION: Voluntary termination by an employee of his employment.

RESTORATION: The reinstatement to duty of an employee or former employee with all of the rights, benefits, and burdens held prior to the break in service. This term includes reemployment as well as reinstatement following demotion or dismissal when an appeal is sustained by the Personnel Commission.

RIGHT: A benefit which is bestowed on a person by law or rule and must be granted to the person.

RULE OF THREE: The scope of choice available to the appointing authority or power for making its selection from an eligibility list. More specifically, it refers to selection from the first three (3) ranks of eligibles who are ready, willing, and able to accept appointment to a specific position.

SALARY ANNIVERSARY DATE: The date on which an employee is granted an earned salary increment.

SALARY RANGE: A series of consecutive salary steps that comprise the rates of pay for a classification. A salary range usually consists of six (6) steps for bargaining unit and confidential occupational hierarchy employees, and three (3) steps for management and administrative classified employees.

SALARY RANGE PLACEMENT: The act of placing a specific classification onto a specified range of the salary schedule or salary matrix by the Personnel Commission.

SALARY RATE: That amount of money authorized to be paid on an hourly, daily, weekly, monthly, or annual basis for a particular classification, assignment, or contract.

SALARY SCHEDULE: The complete list of ranges, steps, and rates of pay for the classified service. Often referred to as the salary matrix.

SALARY STEP: A specific rate in a salary range. One of the consecutive rates that comprise a salary range, and paid on an hourly, or monthly basis.

SALARY SURVEY: The collection of current wage and salary data for the purpose of determining the prevailing wage for certain types of work. The data is usually secured from other public agencies and from private sector businesses in the labor market area. The term also includes the written report containing the data collected.

SENIORITY: Status secured by length of service (in a classification) to which certain rights attach; including, but not limited to, the calculation of extra points for employees taking promotional examinations, and for determining the order of layoff when positions within a classification are eliminated.

SEPARATION: Leaving one's employment with the District. This term includes resignation, dismissal, layoff, retirement, etc. The ending of all status as an employee.

SERIES: A number of classes closely related into an occupational hierarchy and arranged in a list in order to indicate levels in a group. The occupational hierarchies or series established by the Personnel Commission are also related horizontally to each other.

STATUS: The employee's present standing in the classified service, e.g., temporary, limited-term, probationary, permanent, etc.

STEP ADVANCEMENT: Movement to a higher step on the salary range for the class as a result of having served the required number of months in that class during the preceding twelve months; until the maximum step (usually the sixth step) has been achieved.

SUBSTITUTE EMPLOYEE: A person who is temporarily occupying a regular position during the absence of the incumbent per Education Code 45286.

SUSPENSION: An enforced absence of an employee without pay for disciplinary purposes, or pending the outcome of an investigation of charges that have been filed against the employee.

TEMPORARY: Employment on the basis of other than permanent or probationary status, e.g., limited-term or provisional status.

TRANSFER: The reassignment of an employee without examination from one position to another position within the same class, or to a position in a similar or related class having the same salary range.

UNSATISFACTORY SERVICE: The performance of assigned duties and responsibilities in a manner which is considered detrimental to the good of the District, or the failure to perform them adequately; or the performance of actions detrimental to the good of the District while not on duty.

VETERAN'S CREDIT: Five points (or ten points for persons disabled as the result of military service) for military or related service rendered during time of war or national emergency, and which are to be added to the final passing score of such person or persons competing in an entrance examination.

WAIVER: The voluntary relinquishment (by an eligible) of a right to be considered for appointment from an employment list to one or more position locations, or for a specified or unlimited period of time (not to exceed the limited duration of the employment list).

WORKDAY: That part of a twenty-four (24) hour period during which an employee is scheduled to work (in accordance with his/her specific assignment).

REFERENCE: 1. Education Code Sections 45103, 45127, 45194, 45256, 45260, 45261, 45262, 45269, 45270, 45275, 45285, 45286, 45287, 45290, 45292, 45294, 45296, 45298, 45301, 45302, 45305, 45307, 45309

APPENDIX D

Fullerton School District (FSD)

Benefits Committee (BC)
By-Laws
Upon date of ratification

Mission Statement

To work collaboratively with FSD and its Consultant in the development and maintenance of a sustainable and strategic long-term employee benefits program that is cost effective, is compliant with applicable laws and regulations, and meets the needs of our employees.

Purpose

FSD values its employees and it is FSD's belief that receiving input from its employees is an important part of making organizational decisions. The Benefits Committee (BC) is therefore formed with the purpose of:

- Understanding factors driving higher healthcare costs.
- Understanding implications of government regulations on healthcare costs and administration.
- Learning about cost containment options available in the marketplace.
- Making recommendations to FSD.
- Reinforcing the value of FSD's total compensation.

FSD's Benefit Consultants will provide education and information at scheduled meetings to ensure the BC is equipped with the proper knowledge to make recommendations in line with the BC mission statement. FSD will implement the consensus recommendations of the BC except for areas subject to negotiations (i.e., carrier, cap, life insurance benefit).

BC Participant Roles & Responsibilities

- Attendance and participation at regular meetings.
- Work collaboratively and professionally in a PAL-like manner with Personnel Office, Business Office Staff and FSD Consultants.
- Consider ideas and needs related to the provision, design, costs, administration, communication and related matters impacting modern cost-effective and competitive employee benefit plans and practices.
- Provide input and ask questions regarding information presented at meetings.
- Make recommendations based on FSD organizational goals and employee needs and not on personal preferences. Recommendations should be focused on a long-term solution.
- Members shall gather input from employees and present feedback to the entire Committee.
- Communicate information and educate co-workers. However, under HIPAA regulations, be mindful to keep protected health information confidential.
- Implement a communication program to educate and inform employees about health benefit plans, expenses and the shared responsibility for cost containment.
- BC will meet four times a year and/or more times as needed.

Membership

- The BC shall have four (4) members from the teachers' bargaining unit (FETA), four (4) members from CSEA, one (1) representative from FESMA, and appropriate assigned District staff (i.e., Director of Business Services, Ins. Benefits Personnel Tech, Financial Analyst, Director of Human Resources, Assistant Supt of Business Services, and Assistant Supt of Personnel Services).
- Members of the BC will serve a minimum of twelve (12) months.

APPENDIX E

FULLERTON SCHOOL DISTRICT
CLASSIFIED PERSONNEL
EMPLOYEE PERFORMANCE EVALUATION

Name:	**Evaluation Due Date:**
Class Title:	**Site:**

Probationary:		2nd month		4th month		5th month

Permanent:		Annual		Unscheduled

Final Probationary Reports Only:	The division Assistant Superintendent has reviewed this document. _____ Initials Digital Signature Instructions

	I do recommend this probationary employee be granted permanent status.
	I do not recommend this probationary employee be granted permanent status.

Work Quality (Factors to consider: Thoroughness, accuracy, works independently, knowledge level, finished work product is free of errors, identifies and corrects errors in own work, participates in training and development to improve work quality)

	Proficient		Needs Improvement		Unsatisfactory

Comments:

Work Quantity (Factors to consider: Shows initiative, completes acceptable quantity of work, completes assignments within deadlines, works effectively in groups, schedules, informs, and communicates with others regarding work quantity)

	Proficient		Needs Improvement		Unsatisfactory

Comments:

Professionalism (Factors to consider: Ability to get along with other employees/public/students/etc., ability to maintain professional confidentiality, responds appropriately to supervision, communicates with community/public/coworkers, dresses appropriately for the position/projects, maintains professional appearance)

	Proficient		Needs Improvement		Unsatisfactory

Comments:

Work Attitude: (Factors to consider: Displays a positive attitude, cooperativeness, acceptance of suggestions, adjusts to changes and corrections, demonstrates flexibility)					
	Proficient		Needs Improvement		Unsatisfactory

Comments:

Rule/Directive Adherence (Factors to consider: Compliance with District and departmental rules/regulations/procedures, utilizes proper safety procedures, properly handles equipment and supplies)					
	Proficient		Needs Improvement		Unsatisfactory

Comments:

Attendance: (Factors to consider: Overall attendance, starting time/break/lunch punctuality, compliance with attendance policies)					
	Proficient		Needs Improvement		Unsatisfactory

Comments:

Classification Specific Duties: (Factors to consider: Required duties, duties specific to the job classification, specialized skills and/or training participation, expertise/knowledge in job duties, use of/care for classification specific tools and equipment, licensing or permits required)					
	Proficient		Needs Improvement		Unsatisfactory

Comments:

Digital Signature Instructions

Employee's Signature:		**Date:**	
Administrator's Signature:		**Date:**	

Your signature is an acknowledgment this evaluation was discussed with you. It does not denote or imply approval or agreement. In the event of a disagreement with this evaluation, you may submit a written statement within 10 working days to accompany this evaluation in your personnel file.

DISTRIBUTION: Original – Classified Personnel, 1 copy each to Employee and Department/Site
Rev. 03/2019

APPENDIX F

FULLERTON SCHOOL DISTRICT
PERSONNEL COMMISSION

CLASSIFIED PERSONNEL
PERFORMANCE IMPROVEMENT PLAN

Name:	**Date:**
Class Title:	**Site:**

Areas Where Improvement is Needed
You need to improve your performance in the area of: _____
Action required includes:

Timeline
You will be expected to comply immediately in the above-cited areas. The duration of the performance improvement plan will be for approximately *(Insert #)* months. Disciplinary action may be initiated should you fail to improve your performance.

Management
Management will meet with you every *(Insert # of weeks/months)* to review your performance. You will be given an unscheduled evaluation on approximately *(Insert Date)* and your progress in meeting the above goals will be discussed/evaluated.

Employee/Supervisor Comments:

Statement of Employee:

I have been involved in the establishment of this Performance Improvement Plan. I acknowledge receipt and have read it completely. Furthermore, I am aware of the assistance to be given to me and that additional support can be requested by me in writing and will be furnished within reasonable time constraints when not in conflict with prior commitments. A copy of the evaluation and Performance Improvement Plan will be placed in your personnel file.

Digital Signature Instructions

Employee's Signature:		**Date:**	
Administrator's Signature:		**Date:**	

MEMORANDUM OF UNDERSTANDING (MOU)

Between the California School Employees Association and its Fullerton Chapter 130 (CSEA) and Fullerton School District (District)

August 23, 2024

This MOU is agreed upon between CSEA and the District beginning with the 2024-2025 school year concerning the new job classifications Bus Driver/Food Service Assistant (Bus Driver/FSA) and Bus Driver II.

This MOU will exempt the Bus Driver/FSA and Bus Driver II job classifications from the following sections of Article 13-Transportation: 13.1, 13.4, 13.5, 13.6, 13.7, 13.11.3.

Routes: Routes for the Bus Driver/FSA and Bus Driver II will be exempt from the Bus Driver bidding process and assigned by the Transportation Department based on need to cover open routes or drive in relief of Bus Drivers who are out on leave. Any fixed routes that may be assigned to the positions within the Bus Driver/FSA and Bus Driver II classifications will be offered to drivers with priority preference to eligible employees by seniority, following the bidding process as outlined by Article 13-Transportation, Section 13.4. Routes specific to the Bus Driver/FSA or Bus Driver II classifications will only be eligible to the corresponding employees active in appropriate classification.

For general planning purposes, it can be expected that morning routes or other assigned transportation related duties will be assigned between the approximate hours of 6:00 AM - 9:00 AM and afternoon routes or other assigned transportation duties will be assigned between the approximate hours of 1:30 PM - 4:30 PM on a daily and consistent basis as outlined by the 9.65 month work calendar.

Nutrition Services: Any Food Service Assistant and Nutrition Transporter duties will be assigned by the Nutrition Services Department based on need between the hours of 10:00 AM - 1:30 PM on a daily and consistent basis as outlined by the 9.65 month work calendar.

Field Trips Assignments: Section 13.9 of Article 13-Transportation will be in effect for all Bus Driver/FSAs with the exception that Bus Driver/FSA and Bus Driver II will be ineligible for any field trips take place during or overlapping with any of the previously identified standard Monday-Friday work schedule as outlined under the "Routes" and "Nutrition Services" sections during the employees' 9.65 month work calendar.

Special Trips Assignments: Section 13.10 of Article 13-Transportation will be in effect for all Bus Driver/FSA and Bus Driver II with the exception that Bus Driver/FSA and Bus Driver II will be ineligible for any field trips take place during or overlapping with any of the previously identified standard Monday-Friday work schedule as outlined under the "Routes" and "Nutrition Services" sections during the employees' 9.65 month work calendar.

Summer School Assignments: Summer school assignments will still be based on seniority as outlined in the contract but with the addition of the Bus Driver/FSA and Bus Driver II, the seniority list will be generated from the greater pool of drivers including these new positions. Preference for Bus Driver/FSA and Bus Driver II will only be granted if the assignment requires responsibilities not otherwise included in the standard Bus Driver job description.

Travel & Mileage between Transportation and Nutrition Service Assignments: Any travel time between assignments will be built into the working hours of the employee. Any mileage driven between assignments in an employee's personal vehicle will be eligible for standard mileage reimbursement practices and policies.

Breaks and Lunches: Breaks and Lunch Periods will follow District practices as outlined in Article 5, Section 5.3 and 5.4 of the CSEA Contract.

Nothing in the MOU is intended to be precedent setting or to establish a past practice.

California School Employees Association and its Fullerton Elementary Chapter 130

Tonya Belleque 8.22.24
Tonya Belleque Date
Chapter President, CSEA Chapter 130

Doug Yin Ling Date
Site Representative, CSEA Chapter 130

8/23/2024
Terri Gonzalez Date
Site Representative, CSEA Chapter 130

Fullerton School District

8/23/24
Chad Hammitt, Ed.D Date
Deputy Superintendent, Human Resources

08/23/24
JD Mancha Date
Director, Transportation Services

8/23/24
Victor Trejo Date
Director, Nutrition Services

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