

AGREEMENT

**William S. Hart
Union High School District**

and

**William S. Hart Chapter 349
of the
California School Employees Association**

July 1, 2009 through June 30, 2012

Approved July 9, 2010

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PREAMBLE

This Agreement is between the William S. Hart Union High School District (hereinafter referred to as District) and the California School Employees Association, Chapter 349 (hereinafter referred to as Association). The term of the contract shall be from July 1, 2009, through June 30, 2012. Each party agrees to reopeners on salary, benefits and three other items for the 2010/11 and 2011/12 school years. There may be any number of other reopeners by mutual agreement.

ARTICLE I - RECOGNITION

- 1.1 The District confirms its recognition of the California School Employees Association as the exclusive representative for that unit of employees listed below:

Instructional Assistants:

Instructional Assistant ROP
Instructional Assistant I Bilingual
Instructional Assistant I General Classroom
Instructional Assistant I Special Education
Instructional Assistant II (All)

Maintenance and Operations:

Custodian I
Custodian II
Custodian III (Jr. High School)
Custodian IV (High School)
Groundskeeper I
Groundskeeper II
Maintenance Custodian
Maintenance Custodian/Groundskeeper
Maintenance Worker I
Maintenance Worker II
Receiving Clerk
Skilled Maintenance – Carpenter
Skilled Maintenance – Electrician
Skilled Maintenance – Heating/Refrigeration
Skilled Maintenance – Painter
Skilled Maintenance – Plumber
Warehouse Person I
Warehouse Person II

Personnel, Human Relations, Fiscal Services, Business Administration:

Account Clerk
Accounting Technician
Budget Analyst
Classified Personnel Technician
Contract Administrator
Credentials Technician
District Buyer
Intermediate Account Clerk

Payroll Technician
Personnel Analyst
Personnel Assistant
Personnel Assistant II
Purchasing Assistant
Receiving Clerk
Senior Account Clerk
Student Body Account Clerk

Secretarial/Clerical:

Administrative Assistant
Assistant Registrar
Attendance Technician
Clerk Typist
District Receptionist
District Translator
Intermediate Clerk Typist
Program Assistant
Program Specialist
Registrar (High School)
Registrar (Jr. High School)
School Administrative Assistant
School Receptionist
Secretary
Senior Clerk Typist
Textbook Clerk

Student Support Services:

Assistive Technology Specialist
Behavior Intervention Assistant
Bus Assistant
Campus Supervisor
Career Advisor I
Career Advisor II
Career Transition Advisor
CWA Specialist I
CWA Specialist II
Educational Interpreter I
Educational Interpreter II
Educational Transcriber I
Educational Transcriber I
Health Assistant
Lead Campus supervisor
Library Technician I
Library Technician II
Library Technician III
Licensed Vocational Nurse
ROP Advisor
School Occupational Therapist
Speech/Language Pathology Assistant

Technology:

Computer Network Technician I
Computer Network Technician II
Network Systems Administrator
Telecommunications Network Technician

Transportation:

Lead Mechanic
Mechanic

Other: Limited-term Employees and excluding all other positions not designated above, including but not limited to:
Senior Payroll Technician, Senior Administrative Assistants Assigned to Assistant Superintendents, Certificated Personnel Analyst, Executive Assistant to the District Superintendent and Governing Board, Clerk Assistant, Office of the Superintendent, Director of Technology Services, Director of Facilities, Classified Personnel Director, Director of Transportation, Director of Maintenance and Operations, Maintenance Supervisor, Substitute Employees (other than Limited-Term), temporary employees, provisional employees, restricted employees, any employees designated by the District as management, confidential or supervisory.

1.2 **Volunteers:** In order to allow community members to become more involved in the educational process, volunteers may be used in accordance with Education Code Sec. 35021 to assist with on-going school and program needs, but shall not supplant classified employees. Volunteers may assist in offices or other places on a school campus to assist with tasks of a finite nature. Concerns regarding the use of volunteers should be directed to the District administrator in charge of personnel.

ARTICLE II - DEFINITIONS

- 2.1 "Class" is any group of positions similar in duties, qualifications, and responsibilities and for which the District and the Personnel Commission have assigned the same job title, qualifications and salary range.
- 2.2 "Class Description" is the description of the duties, responsibilities, and qualifications of positions within a class as established by the District.
- 2.3 "Classification" is the act, on the part of the District, of placing a position in a class and establishing a regular monthly or hourly rate of pay for each such position.
- 2.4 "Day" with reference to time limits only (e.g., "within five days"), shall mean a day in which the central office of the District is open for business.
- 2.5 "Employee" includes only those individuals included in the job titles specified in Article I - Recognition - which are specified as included in the bargaining unit. "Employees" does not include those excluded from the unit in Article I.
- 2.6 "Limited-Term Employees" are those employees who are employed for twenty (20) or more consecutive days in the same assignment and does not include other substitutes and other short-term employees who are employed for less than seventy-five (75) percent of the year nor part-time playground positions, apprentices, student employees and professional experts employed on a temporary basis or a specific project, regardless of length of employment.

- 2.7 "Salary Rate" or "Regular Rate of Pay" is the regular, specific rate of pay for a specific period of service.
- 2.8 "Salary Schedule" is a series of salary steps and ranges which comprise the salary rates for all classes.
- 2.9 "Salary Step" is one of the salary levels within the range rates for a class.
- 2.10 "Same Assignment" in the case of "Limited-Term Employees" may be defined to include work at more than one site, providing the work is performed for twenty (20) or more consecutive days and is in the same class.
- 2.11 "School Year," "Year" and "Fiscal Year" all refer to the period July 1 through June 30.
- 2.12 "Seniority" shall be district-wide and based on date of hire in that and higher classes.

ARTICLE III - ORGANIZATIONAL RIGHTS

- 3.0 There shall be no transfer of classified bargaining unit work.
- 3.1 With approval of the immediate supervisor, the District agrees to grant the Association access to unit member work locations during rest periods, lunch breaks or before or after normal working hours for the purpose of conducting Association business. Such visitations and the business conducted shall not interfere with unit member duties or District or school operations.
- 3.2 The Association shall have the right as a recognized classified employee organization to post notices of activities and matters of Association concern on employee bulletin boards.
- At least a portion of one bulletin board shall be provided in each work site for this purpose. Such communications to unit members shall be posted only on the designated bulletin board. The Association may use the District's regular and normal intra-district mail services and unit member mail boxes for communications to its members.
- 3.3 All communications posted on a bulletin board, sent through District means of distribution, or placed in unit member mail boxes by the Association shall have proper identification of the Association and shall not be designed to disrupt or interfere with the normal operations of the District. Except for the Association's elections, political campaign literature shall not be posted on bulletin boards or distributed through school mails by the Association or any of its members, nor shall District facilities or equipment be used in any manner for political purposes by the Association.
- 3.4 One copy of material, literature and bulletins of a general nature shall be sent to the District at the time it is posted or entered into the District mail service.
- 3.5 The District authorizes the Association to use the District's facilities and buildings at times other than normal working hours and hours of student instruction provided the Association submits the appropriate request to the immediate supervisor of the facility or building. In emergencies, the District may authorize the Association to use the District's facilities and buildings during normal working hours so long as the Association declares in writing that the use of such facilities and buildings constitutes an emergency and as long as the use of

such buildings and facilities does not interfere with the normal student instruction or work production of the District. The Association shall pay for the cost of all materials and supplies incident to each use. The Association agrees to leave facilities, buildings and/or equipment used in a clean and orderly condition.

- 3.6 The District will supply the Association with a list of all bargaining unit members within thirty (30) days of the effective date of this agreement. The list shall identify each unit member's current classification, current job site and date of employment or adjusted seniority date. Changes in this list will be given to the Association at least twice during the term of this agreement.
- 3.7 Upon request of the Association, the District will provide the Association two (2) copies or summaries of requested District applications to other governmental agencies for grants, funding or approval when such grant, funding or approval can be expected to have an impact on unit members. The District may charge the Association a nominal fee for these copies.
- 3.8 The District will provide the Association upon request, two (2) copies of budget or financial material submitted to the Board of Trustees of the Wm. S. Hart Union High School District in public meeting for public information.
- 3.9 The District will allow the Association to review other District material, normally available to the public, necessary for the Association to fulfill its role as exclusive representative.
- 3.10 The District will allow the Association, each year; twenty (20) days combined total release time for local chapter delegates and/or officers to attend the Association's annual conference or to attend other workshops selected by the Association. The twenty (20) days may be allocated as determined by the Association. There shall be no loss of pay to the unit member(s) within the twenty (20) day limit.
- 3.11 Within thirty (30) days after mutual ratification of this Agreement, the District shall provide a copy of this Agreement to each bargaining unit member. Any employee who becomes a member of the bargaining unit after the execution of the agreement shall also receive a copy of this agreement.
- 3.12 The District shall provide the CSEA Chapter President with an annual seniority list of bargaining unit members by job titles. The list(s) shall include all time worked through March 31 and shall be available no later than April 30 of each year.
- 3.13 Two (2) days' prior notice shall be given to the unit member's supervisor of intention to attend a CSEA chapter meeting so that appropriate arrangements, if necessary, can be made. When unit member is unable to give two (2) days' notice, the unit member may be permitted to attend at the discretion of the supervisor if a minimum of twenty-four (24) hours' notice is given.
- 3.14 Professional Dues and Payroll Deductions
 - 3.14.1 The Association shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for charitable donations, or other plans or programs jointly approved by the Association and the District. The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

3.15 Dues Deduction

3.15.1 The District shall deduct, in accordance with the Association dues and service fee schedule, dues from the wages of all employees who are members of the Association on the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.

3.15.2 The District shall deduct dues, in accordance with the dues and service fee schedule, from the wages of all employees who, after the date of execution of this Agreement, become members of the Association and submit to the District a dues authorization form.

3.15.3 Such authorization shall not be revoked for one year. The revocation must be in writing and must be submitted to the District between May 15 and June 15 of each year.

3.15.4 The District shall within ten (10) days notify the chapter president and/or field representative of the Association if any member revokes a dues authorization.

3.16 Service Fee

3.16.1 Employees in the bargaining unit who are not members of the Association on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall, either within thirty (30) days of the date of the Agreement or their commencement of duties, apply for membership or pay service fee and execute an authorization for dues deduction on a form provided by the Association and in accordance with the Association service fee schedule. In the event that a unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction, the Association shall so inform the District, and the District shall begin automatic payroll deduction as provided in Education Code 45168 and/or Section 3.15.1 of this Agreement. The unit member shall have the automatic payroll deduction take effect retroactively to the date of commencement of duties or month in which such fee has not been submitted. There shall be no charge to the Association for such mandatory service fee deduction.

3.17 Religious Objection

3.17.1 Any service fee payer who is a member of a religious body whose traditional tenets include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such service fee payor shall, on or before the fifth (5th) workday of the second month of employment authorize for payroll deductions or pay in either case in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- (1) Santa Clarita Valley Senior Citizens Center
- (2) Santa Clarita Valley Battered Women's Association
- (3) American Cancer Society
- (4) Pleasantview Achievement Center
- (5) Any other charity approved in advance by the Association and the District.

Such payroll deductions or in lieu of payments shall be retroactive to the date of commencement of duties or after execution of this Agreement.

3.17.2 Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or

financially supporting employee organizations pursuant to Section 3.17.1 above, shall be made on an annual basis to the Association and the District as a condition of continued exemption from the provisions of Section 3.15.1 and 3.16.1 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of service fee has been made. Such proof shall be presented to the Association on or before the fifth (5th) workday of the second month of employment and each July 1 thereafter.

- 3.18 At the commencement of each school year, the Association shall provide the District with the amount of the service fee and the justification for establishing said amount. This information shall be made available upon request to all service fee payers by the Association.
- 3.19 The Association bears the burden of proving to service fee payers described in Section 3.2 what proportion of expenditures go to activities that could be charged to dissenting service fee payers as a service fee in Section 3.20. The dissenting service fee payer bears the burden of proof on all other issues, including that he/she made a proper objection to the use of the service fees.
- Permissible expenditures that may be charged to dissenting service fee payer include the costs of collective bargaining, contract administration, and grievance adjustment. Impermissible expenditures include funds used to support candidates for office or political parties.
- 3.20 A dissenting service fee payer objecting to the amount of the fee collected or the use of such service fees collected shall be notified early in the school year by the Association and/or CSEA of his/her rights to object to and/or challenge the amount or use of the fee. The Association/CSEA will provide dissenting service fee payers of specific time lines for objections and/or challenges. A copy of the above information shall be provided to the District.
- 3.21 During the first semester of each school year, there will be one or more general or regional arbitration hearings to consider the fee challenges. Anyone who has met the time lines that year will have his/her challenge considered by an impartial arbitrator. The service fee payer may provide written or oral testimony or evidence. Cost of the arbitrator will be borne by the CSEA.
- 3.22 The arbitrator shall render a written decision within forty-five (45) days. If the arbitrator determines that some portion of the fee should be returned to the dissenting service fee payer, the funds with interest will be returned expeditiously by the CSEA.
- 3.23 During the challenge over fees and pending the arbitrator's decision, the CSEA shall deposit the fees in an interest-bearing escrow account.
- 3.24 The Association/CSEA agrees to hold the District harmless and indemnify the District for any and all cost arising from the application of this Article. Such costs shall include, but not be limited to, attorney's fees, court costs and administrative costs associated with any litigation, unfair labor practice, or grievance procedure arising under this Article provided that when Association/CSEA is the only named party the Association shall have the exclusive right to decide and determine whether any such action shall be compromised, defended, tried or appealed.

ARTICLE IV - DISTRICT RIGHTS

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees, determine the times and hours of operations; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns, determine class sizes; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum and the types, kind and amounts of supporting services; build, move, modify or remove facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. Except as specified in this Agreement, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 4.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.
- 4.4 Emergency is defined as an act of God or other crisis of serious magnitude that the District cannot be expected to ignore.
- 4.4.1 If an employee reports to work and is sent home and subsequently called back, then said employee shall have the option of selecting compensatory time or time and one-half pay.
- 4.5 All provisions of this article, including the determination of whether or not an emergency exists, are solely within the discretion of the District and are expressly excluded from the provisions of Article V ("Grievance").

ARTICLE V - GRIEVANCE

- 5.1 Section 1. Definitions
- 5.1.1 A "grievance" is a formal written allegation by a grievant that the grievant has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, by the administrative regulations and procedures of this school district or Personnel Commission policies, rules or regulations are not within the scope of this procedure.
- 5.1.2 The grievant may be any unit member, the Association, or the Association acting for a unit member.

- 5.1.3 A "Day" is any day which the central administrative office of the Wm. S. Hart Union High School District is open for business.
- 5.1.4 The "immediate supervisor" is the senior site or departmental administrator/supervisor.
- 5.2 Section 2. Informal Level
- 5.2.1 Within ten (10) days after the occurrence of the act or omission giving rise to the grievance or within ten (10) days after the grievant should have known or have been reasonably expected to have known of the act or omission, the grievant should attempt to resolve the grievance by an informal conference with the immediate supervisor.
- 5.3 Section 3. Formal Level
- 5.3.1 Level I - Failing to resolve the grievance through informal means, the grievant may within ten (10) days after the act or omission or after the informal conference, if held, present the grievance in writing on the appropriate form to the immediate supervisor.
- 5.3.2 This form shall contain a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought.
- 5.3.3 The supervisor shall communicate the decision in writing to the grievant, the Personnel Office and the Association within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- 5.3.4 Within the time limits either party may request a personal conference.
- 5.3.5 The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to the final decision of the grievance.
- 5.3.6 Level II - In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the District Director of Personnel within five (5) days.
- 5.3.7 This appeal should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- 5.3.8 The District Director of Personnel shall communicate the decision in writing to the grievant and the Association within ten (10) days after receiving the appeal. Either the grievant or the District Director of Personnel may request a personal conference within the above time limits. If the District Director of Personnel does not respond within the time limits, the grievant may appeal to the next level.
- 5.3.9 Level III - If the grievant is not satisfied with the decision at Level II, within ten (10) days after receiving the decision, the unit member may request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) working days after receipt of the request from the grievant, may submit the grievance to binding arbitration. If any questions arise as to the arbitrability of the grievance, such questions shall be ruled upon by the Arbitrator after a hearing on the arbitrability question(s). If the grievance is ruled to be abatable, the hearing on the merits of the grievance shall follow immediately.

- 5.3.10 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Association's submission of the grievance to arbitration, submission shall be made to the American Arbitration Association to supply a panel of seven (7) arbitrators. Within ten (10) days of receiving such panel of names, each party shall alternately strike a name until only one (1) remains. The remaining panel member shall be arbitrator. The order of the striking shall be determined by a flip of a coin.
- 5.3.11 The parties and the arbitrator shall be bound by, and the arbitrator shall follow, the Voluntary Labor Arbitration Rules of the American Arbitration Association. Upon mutual agreement, the Association and the District may request that the arbitrator follow the Expedited Labor Arbitration Rules of the American Arbitration Association, excluding Rule Number Two (2) (Selection of the Arbitrator) of the August, 1975, Bulletin of Expedited Rules.
- 5.3.12 The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by law or which is in violation of the terms of this agreement. The decision of the arbitrator shall be submitted to the Superintendent and the Association and shall be final and binding upon the parties to this Agreement. The arbitrator shall have no power to render an award on any grievance filed on an action or inaction by the District which occurred after the term of this Agreement. However, this Article shall remain in effect during the negotiations process with the Association of any successor Agreement.
- 5.3.13 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- 5.3.14 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a written submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 5.3.15 The arbitrator will have no power to add to, subtract from, or modify the terms of this agreement or the written policies, rules, or regulations and procedures of the District.
- 5.3.16 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the findings and recommendations.
- 5.4 Representation
- 5.4.1 No grievant shall be required to be represented by the Association in processing a grievance.
- 5.4.2 A grievant may request representation by the Association in all stages of the grievance procedure beyond the informal level. The grievant may be accompanied at the informal level by any unit member of choice.
- 5.4.3 Neither the Association nor the District shall take any reprisals or unlawfully discriminate against any unit member or agent of the District for exercising rights under this Article.
- 5.4.4 If a grievant pursues a grievance without the intervention of the Association beyond the Informal Level, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed solution and has been given five (5) days to file a written response.

- 5.4.5 Designated Association representatives shall receive release time without loss of compensation for the purpose of processing grievances beyond the Informal Level subject to the following conditions:
- 5.4.5.1 No later than twenty (20) days following the ratification of this Agreement, the Association shall designate in writing to the Superintendent no more than ten (10) unit members who shall be entitled to release time as Association grievance representatives. Said designation may be changed once a year on or before August 1, and at other times during the year by mutual agreement with the District.
- 5.4.5.2 The representatives shall notify the District twenty-four (24) hours prior to release from duties unless a conference is scheduled between the grievant and the District with less than twenty-four (24) hours' notice to the grievant.
- 5.4.5.3 Such release time shall be limited solely to representing a grievant in a conference with a management person beyond the Informal Level and in no way shall this include the use of such time for matters such as gathering information, interviewing witnesses or preparing a presentation.
- 5.5 Release Time
- 5.5.1 Grievance conferences/hearings shall be scheduled at such times as to minimize cost of release time for grievants, Association representatives and witnesses, at all levels, and within the normal business hours of the District at Levels I and II.
- 5.5.2 The District shall grant the Association a maximum of one (1) hour of release time per grievance for the purpose of processing (investigating, etc.) the grievance. This one (1) hour shall be in addition to the informal or formal grievance conferences.
- 5.6 Group Grievance
- 5.6.1 A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) grievant in the same manner or to the same extent.
- 5.6.2 Processing of a group grievance shall follow the procedure as set forth in Section 5.3 with the following modifications:
- 5.6.2.1 For purposes of filing a formal written grievance and any appeal thereon, the group grievants may file one (1) document which all members of the group have read and signed. Members of the Group shall be limited to those who have signed the grievance.
- 5.6.2.2 Conferences and hearings in the grievance processing procedure may be held with each member of the group in whole or in part, at the option of the District, as long as each member of the group has an opportunity to meet with the District pursuant to Section 5.3.
- 5.6.2.3 The resolution of a group grievance may not be consistent among all grievants in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.
- 5.7 Time Limits
- 5.7.1 Failure by a grievant to meet a deadline set in this article shall terminate the grievance and the grievant shall not have a right to re-file on the same set of facts.

5.7.2 Failure by the District to meet a deadline shall give the grievant the right to proceed to the next level.

Time limits in this article may be extended by mutual agreement between the grievant and the District.

ARTICLE VI - EVALUATION

6.1 Each unit member shall be evaluated in writing by the immediate supervisor on District evaluation forms. The evaluator shall not be a unit member.

6.2 Probationary unit members shall be evaluated at least twice during the probationary period. These evaluations shall occur at approximately the seventh (7th) and twenty-fourth (24th) workweeks subsequent to probationary employment.

6.3 Permanent unit members shall be evaluated at least once annually. If a permanent unit member does not receive an annual evaluation, their performance shall be considered meeting District standards for the period of time covered in the annual evaluation period.

6.3.1 The District and the Association agree that one of the important aspects of evaluation of personnel is to assist employees in improving their performance. Thus, those supervisors evaluating personnel should make reasonable effort to notify unit members regarding unsatisfactory performance prior to presenting the unsatisfactory evaluation itself.

6.4 Evaluations shall be based upon the direct observation of the evaluator and/or knowledge supported by signed statements made to the District.

6.5 The evaluator shall review and sign the evaluation with the unit member. At this review, the unit member shall date and sign the evaluation, acknowledging receipt. Such signing shall not necessarily be construed as agreement with the evaluation. Negative or critical evaluations shall contain specific recommendations for improvement. The unit member may respond in writing to the evaluation within thirty (30) days of the evaluation, and such response shall be made a permanent attachment. All evaluations and any attachments shall be entered into the District's permanent personnel file. The unit member shall receive a copy of all evaluations and attachments so entered.

6.6 Should a unit member receive a summary evaluation of "Fails to Meet Standards," an additional evaluation shall occur between 30 and 60 working days from the date of the unacceptable evaluation. Any areas that are evaluated as less than "Meets Standards" shall include specific recommendations for improvement and provisions for assessing the employee in implementing any recommendations made. Prior to an evaluator giving a second consecutive "Fails to Meet Standards" evaluation, the employer shall conference with the employee at least once regarding his/her progress or lack thereof.

6.7 Within five (5) days of receiving an evaluation, the unit member may request a meeting with the evaluation reviewer, whose name shall be given to the unit member at the time of the evaluation, to discuss any mark or comment of concern. The evaluation reviewer's response shall be final with respect to evaluation content.

6.7.1 The grievance procedure set forth in Article V may be utilized by the unit members for processing alleged violations of these evaluation procedures with respect to procedural

issues only. In the event the appeal to the next highest supervisor asserts procedural in addition to appealing the substantive evaluation, the grievance procedure limitation period shall be delayed for up to five (5) working days that the appeal to the next highest supervisor is being processed.

ARTICLE VII - HOURS

- 7.1 Workweek: The workweek for unit members assigned to full-time positions shall consist of five (5) consecutive days, or by special agreement, eight (8) hours per day and forty (40) hours per seven (7) day period.
- 7.1.1 A unit member may be assigned to a temporary or regular workweek of fewer than five (5) days with a total of forty (40) hours in a seven (7) day period. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when directed by the district.
- 7.2 Workday: The length of the workday shall be designated by the District for each classified assignment under the provisions set forth in this agreement. Each bargaining unit employee shall be assigned a regular, and ascertainable minimum number of hours per day, days per week, weeks per month, months per year. Prior to any and all mandatory shift changes, the District shall meet and consult with chapter president or designee. The District shall provide 30 working days notice to comply with said changes.
- 7.2.2 The District shall meet and confer on the work calendar and the district shall fully consider the views of CSEA prior to the adoption of a proposed calendar.
- 7.3 Increase in Hours: When additional hours are to be assigned to a part-time position for a period of twenty (20) or more consecutive working days, the supervisor shall consider district-wide seniority in the appropriate class on site in determining the unit member who shall receive the additional assignment.
- 7.3.1 When necessary to assign temporary additional hours other than overtime, the additional hours shall be assigned on a rotation basis starting with the most senior unit member in the classification on site. In the event no one on the site accepts the additional hours, the assignment shall be offered District-wide. Additional hours for "classroom only" assignments shall be rotated among campus supervisors and instructional assistants.
- 7.3.2 Unit members may not trade their additional hours opportunity. If a unit member does not wish to accept the additional hours assignment, that assignment will be forfeited.
- 7.4 Summer School: A unit member assigned to a summer school position which is normally within the bargaining unit shall receive, on a pro-rata basis, not less than the compensation and benefits which are applicable to that classification during the academic year. "Benefits" as used in this clause is defined to include sick leave, vacation entitlement, and contributions by the District toward the unit member's PERS program. If sick leave is requested, the unit member shall provide the District with medical verification of the illness or injury upon request. Unit members shall be assigned to serve a summer school period in order of bargaining unit seniority in classification within the District.
- 7.4.1 Assignment of unit members to summer school shall be based on qualifications and experience as related to the job descriptions and qualifications. When experience and qualifications are approximately equal, assignment shall be made on the basis of bargaining unit seniority in the classification in which the employee currently works.

- 7.4.2 Summer school positions shall be posted for a minimum of ten (10) working days at all sites. Such posting may or may not be site specific. The postings shall indicate an application deadline.
- 7.4.3 From the applications received for summer school openings, an eligibility list of candidates shall be made for each type of position in order of District-wide seniority in the classification in which the employee currently works.
- 7.4.4 Assignment of unit members to summer school positions shall be from the eligibility lists (in 7.4.3) and by District-wide seniority in the classification in which the employee currently works. Specially trained "Special Circumstance Assistants" shall be given priority to continue working with their severe needs student(s) during summer school hours regardless of classification seniority. When an employee is hired to serve a student(s) with severe needs and circumstances change so that the student(s) no longer requires the additional hours of service and/or special service, the District and Union shall meet and negotiate the reassignment of the employee. There will be no guarantee that the new assignment will have the same number of hours and/or extra service stipend.
- 7.4.5 For the purpose of determining seniority in classification, or if there is a tie in classification hire date, seniority will then be based on the original hire date in the district. When two or more candidates have equal seniority in original hire date, assignment shall be by lot.
- 7.5 Overtime: All overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the unit member for all overtime work required by the District. Overtime is defined to include any time required by the District to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any seven (7) day period whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time, except as noted in Section 7.1.1.
- 7.5.1 All hours required by the District to be worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate for the sixth (6th) and seventh (7th) consecutive days of work.
- 7.5.2 Custodians/Groundskeepers employed by the WSHUHSD may occasionally have the opportunity to work overtime.
- Assignment of overtime shall be on a rotation basis, starting with the most senior unit member in the classification on site.
- Custodians/Groundskeepers may not trade their overtime opportunity. If a custodian/groundskeeper does not wish to accept the overtime assignment, that assignment will be forfeited.
- When an outside organization utilizes school facilities, custodians are responsible for opening and closing the facility used. They will also check for damage.
- Custodians/Groundskeepers will be on call to help in an emergency, but will not be constantly available to the outside organization. Radios should be utilized for communication.

Custodians/Groundskeepers are employed by the WSHUHSD, not the outside organization, and are responsible for performing duties assigned by the District during overtime assignments.

- 7.6 Notwithstanding the provisions of Sections 7.5 and 7.5.1 above, unit members may, at the discretion of the District, be offered compensatory time off in place of salary payments for required overtime worked. If the unit member elects compensatory time off, the compensatory time shall be taken according to the provisions of Sections 12.9.1 and 12.9.2, Vacation Scheduling.
- 7.6.1 Compensatory time shall be earned at the rate of one and one-half (1-1/2) hours of compensatory time for each one (1) hour of required overtime worked.
- 7.6.2 Accumulated compensatory time shall not exceed forty (40) hours. Should a unit member accumulate over forty (40) hours of compensatory time, the District shall pay the unit member for all hours over forty (40) at the appropriate rate of pay.
- 7.6.3 Should a unit member terminate or retire, any accumulated and unused compensatory time shall be paid at the appropriate rate of pay.
- 7.6.4 Any accumulated and unused compensatory time not taken or paid for within twelve (12) months of the date(s) earned shall be paid at the appropriate rate of pay.
- 7.7 Overtime Distribution: When overtime is authorized and assigned, it is to be offered to unit members in the job classifications who normally perform the types of work to be done. Such offers shall be made to those unit members currently assigned to the department or work site in which the work is performed. Overtime assignments shall be distributed as equally as possible among unit members in the appropriate job classifications.
- 7.7.1 The District shall maintain records of overtime that is offered to unit members. These records shall be available for unit member inspection upon request of an affected unit member. The quantity of the overtime offered shall not be judged on less than a six (6) month period of time.
- 7.8 Holiday Work: When a unit member is required by the District to work on holidays designated by this Agreement and then no alternate holiday or day off is provided by the District for that unit member, the unit member shall be compensated at time and one-half the regular rate of pay in addition to the regular rate of pay for the holiday. As a result, that unit member shall receive two and one-half (2-1/2) times his or her regular rate of pay for the time required to be worked on the holiday.
- 7.9 Regular Rate of Pay: Is defined to include the unit member's basic monthly or hourly rate, including shift differential and longevity increment, for the unit member's established classification. "Regular rate of pay" as used in this Article does not include other bonuses or additions to the unit member's basic rate of pay.
- 7.9.1 Except in cases where unit members are required by the District to work on holidays, overtime payments shall not exceed time and one-half the unit member's regular rate of pay.
- 7.10 Shift Differential - Compensation

7.10.1 Swing Shift

7.10.1.1 Any unit member whose assigned work shift commences between 2:00 p.m. and 6:00 a.m. inclusive and who works fifty percent (50%) or more of the work days on this shift in any monthly pay period shall be paid an additional shift differential of three percent (3%) of the unit member's current Step and Range on the salary schedule, except as follows:

7.10.1.2 Any unit member who works less than fifty percent (50%) of the work days in this shift in a given month shall receive three dollars and fifty cents (\$3.50) for each day worked in this shift.

7.10.2 Night Shift

7.10.2.1 Any unit member whose assigned work shift encompasses the hours of 2:00 a.m. through 4:00 a.m. inclusive and who works fifty percent (50%) or more of the work days on this shift in any monthly pay period shall be paid a monthly shift differential premium of fifty-seven dollars and fifty cents (\$57.50) in addition to the shift differential premium referred to and earned in Sections 7.10.1 through 7.10.1.1.

7.10.2.2 Any unit member who works less than fifty percent (50%) of the work days in this shift in a given month shall receive three dollars and fifty cents (\$3.50) for each day worked in this shift in addition to the shift differential premium referred to and earned in Section 7.10.1.2.

7.10.2.3 Unit members working the night shift shall work eight (8) hours, excluding the lunch break.

7.10.3 Split Shift

7.10.3.1 Any unit member working a split shift with an unpaid break of one and one-half (1-1/2) hours or more and whose assignment continues after 5:00 p.m. for two (2) or more hours and who works fifty percent (50%) or more of the work days on this schedule in any monthly pay period shall be paid an additional shift differential of three percent (3%) of the unit member's current step and range on the salary schedule.

7.11 Minimum Call-In Time: A unit member called in to work on a day when the unit member is not scheduled to work shall receive a minimum of a two (2) hour assignment at the appropriate rate of pay under this Agreement.

7.12 Standby Time: Standby time is defined as a period of time other than the unit member's normal work time when the unit member is requested by the District to remain at home or other suitable location where the unit member will be available for call in by telephone to respond to emergencies or other District needs.

7.12.1 For each full consecutive twenty-four (24) hour period that a unit member is assigned to standby time, the unit member shall be compensated eight (8) hours worked at the appropriate regular or overtime rate under the terms of this Agreement. For each period of standby time of less than twenty-four (24) consecutive hours, the unit member shall be compensated at the appropriate regular or overtime rate for one-third (1/3) of the number of standby hours.

7.12.2 Standby time shall only be served when required by the District, but shall be fully voluntary

on the part of the unit member.

7.13 Call Back Time: Any unit member called back to work after completion of his or her regular assignment shall be compensated for at least two (2) hours work at the appropriate rate of pay.

7.14 Lunch Periods: A unit member covered by this Agreement shall be entitled to an assigned, uninterrupted lunch period after the unit member has been on duty for over five (5) consecutive hours. The length of time for lunch shall be not less than thirty (30) nor more than sixty (60) minutes, shall not be counted as a part of the workday, and normally shall be scheduled for full-time unit members near the mid-point of the work shift, except by mutual consent or where special needs of the schedule of a work location shall take precedence on either a permanent or temporary basis.

7.15 Unit members who occasionally or regularly are on the road or away from the base work station at the usual lunch period shall take lunch period of the prescribed usual length at the time least disruptive to the specific work assignment and in such a manner as to protect District property under the unit member's care.

7.15.1 A unit member may be required by the District to work during lunch period. When a unit member who normally has an assigned lunch period is required to work for not less than six (6) consecutive hours without a lunch period of at least thirty (30) minutes the unit member shall receive compensation at the rate of time and one-half for the time worked during the lunch period.

7.16 Rest Periods: All unit members shall be granted paid rest periods which, insofar as practical, shall be near the middle of each work period at the rate of fifteen (15) minutes for each full four (4) hours worked.

7.16.1 When a unit member is entitled to two (2) fifteen (15) minute rest periods as provided above, the rest periods may, upon mutual agreement, be combined into one (1) thirty (30) minute rest period and scheduled to the mutual convenience of the unit member and the District.

7.17. Rest Facilities: The District shall not deny unit members the use of District lunchroom, restroom and lavatory facilities.

7.18 Declared Emergency:

In the event it is necessary to close one or more of the District's schools due to a Declared emergency, the superintendent or his/her designee shall select one or more of the following provisions regarding work schedules of classified employees.

When it is necessary for the District to close schools due to a Declared Emergency, prior to the beginning of a school day, classified staff shall not work and shall not be paid, unless the State grants a Pupil Attendance Waiver for the day. The workday shall be rescheduled if no waiver is granted. An employee may be paid for a Declared Emergency Day by using a vacation or personal necessity day.

When it is determined that the District will be closed or regular schedules altered because of a Declared Emergency, the following efforts will be made to notify classified employees: District website emergency announcement, local radio and television bulletins or telephone contact from a supervisor or designee at each site.

When a single site is affected by a Declared Emergency, affected classified employees may be temporarily reassigned to other sites or asked to remain on duty as authorized by the Superintendent, Assistant Superintendents or the immediate site supervisor or designee. Any classified employee asked to work during a period of time when all classified employees have been excused from work shall have the option of selecting compensatory time or time and one-half pay.

7.19 Work Year for Instructional Assistants and Campus Supervisors: The work year for Instructional Assistants and Campus Supervisors is the same as the number of days that students are in session for the regular school year and for which the District received A.D.A. funding (typically 180 days). These employees are to receive pay for a full day's work even if the day is shortened, as is the case on minimum days. It is expected that employees will remain on campus for their regular assigned number of hours on minimum days for students. The principal or designee will provide professional development/collaboration activities or other appropriate duties beyond the hours of the shortened class schedule up to the number of hours which the employee normally works. At the conclusion of said activities, employees will be dismissed. In lieu of remaining on campus for designated activities, an employee may choose to take unpaid or other applicable available leave for these hours. If the principal or designee does not assign any duties beyond class times on a shortened day, the employee is entitled to a full day's wage.

7.20 In addition, Instructional Assistants may elect to attend an approved workshop on one of the three "Buy-back days," if the District offers buy-back days. This would generally extend the work year to 181 days. The other "Buy-back Days" are not part of the work year for Instructional Assistants, because the District is not funded for them. Unit members may not use Personal Necessity, Illness, or Family Emergency days for the one added day. This extra day arrangement is applicable as long as legislation exists to fund the day for Instructional Assistants.

If a day is a "pupil free" day, it would not be a day for which the District collects A.D.A. funds and, therefore, would not be a work day for Instructional Assistants or Campus Supervisors. Examples of this are the pre-service days for teachers before school starts and the day after the semester's end when teachers are required to be at work.

ARTICLE VIII - PAY AND ALLOWANCES

8.0 If any other group receives a salary increase, CSEA will have the right to re-open salary negotiations within 30 days.

8.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement. An additional longevity step at 40 years of service will be added to the salary schedule.

8.2 Placement: Upon initial employment or promotion, the unit member shall be given a statement of placement on the salary schedule. New unit members (new employees) shall usually begin on the first step for the classification on the salary schedule. However, new unit members (new employees) with acceptable outside experience shall be given credit for the experience by placement on an added step for each year of experience to a maximum of

Step 3. Acceptability of experience shall be determined by the District Director of Personnel.

- 8.2.1 Step Increases will take effect on the unit member's anniversary date. If an employee is hired on or before the 15th of the month, the increase will occur on the 1st of the month. If the employee is hired after the 15th the increase will occur on the 1st of the following month.
- 8.3 Warrants: Within the normal and customary services provided by the Office of the Los Angeles County Superintendent of Schools, the District shall request that all regular warrants of unit members be itemized to include all deductions, overtime and additional wage benefits accrued as of the date of issue.
- 8.4 Frequency: All unit members shall be paid twice (2) per month payable as per available payroll profile of the Office of the Los Angeles County Superintendent of Schools. If the normal pay date falls on a Saturday, Sunday or holiday, the warrants shall be issued on the preceding workday if this service is provided by the Office of the Los Angeles County Superintendent of Schools.
- 8.5 Payroll Errors: Should any payroll error result in insufficient payment of more than ten dollars (\$10) for a unit member, the District shall correct the error and attempt to have a supplemental warrant issued not later than five (5) working days after the unit member provides notice to the District payroll office. Errors resulting in insufficiencies of less than ten dollars (\$10) shall also be corrected but without the necessity of a supplemental warrant.
- 8.5.1 Should any payroll error result in an overpayment to a unit member, the District shall meet with the unit member and work out a repayment schedule agreeable to both parties.
- 8.6 Lost Warrants: Should any warrant for a unit member be lost or stolen after receipt, or any warrant not be received within ten (10) working days of mailing, if mailed, the District shall notify the Office of the Los Angeles County Superintendent of Schools within five (5) working days and shall request a replacement warrant be issued at no cost or charge to any District account. The District does not assume liability in any manner for warrants lost or stolen after receipt by the unit member or placement in the mail. The District does not have any obligation to insure payment beyond delivery of the initial warrant in person or placement in the mail.
- 8.7 Upon the employee's written request the District shall make arrangements with Los Angeles County Office of Education to deposit through the Direct Deposit Program the employee's paycheck to an account designated by the employee, within the parameters established by the county.
- 8.8 Mileage
- 8.8.1 No unit member shall be required to use a private vehicle for school district business.
- 8.8.2 In the event a unit member uses a private vehicle for school district business, the unit member will be reimbursed for mileage at the IRS Standard Rate. The use of private vehicles for school district business is subject to the prior approval of the immediate supervisor. Reimbursement for mileage is subject to the approval of the immediate supervisor.
- 8.9 Meals: Unit members who as a result of work assignments are required by the District to have meals away from the District shall be reimbursed for the reasonable and customary cost

of such meals. Not included in this clause are errands out of the District where other arrangements may be made by the unit member.

8.10 Lodging: Unit members who as a result of work assignments are required by the District to be lodged away from their normal residences overnight, shall be reimbursed for the reasonable and customary cost of such lodging. When possible the District shall assist the unit member in arranging for such lodging and shall arrange payment.

8.11 Working Out of Classification

8.11.1 Unit members may be required by their supervisors to perform duties other than those fixed and prescribed for their position or reasonably related thereto for up to five (5) working days within a 15-calendar-day period without additional compensation.

8.11.2 A unit member may be required to perform duties inconsistent with those regularly assigned to the position for periods of more than five (5) working days within a 15-calendar-day period, provided the unit member's salary is adjusted upward to an appropriate range for the entire period the unit member is required to work out of classification.

8.11.3 In no event shall a unit member working out of classification under Section 8.10.2 receive less than five percent (5%) above his/her regular rate of pay.

8.11.4 In being temporarily placed at the appropriate higher range, the unit member shall retain the unit member's current step.

8.12 Auto Damage Compensation

8.12.1 The District will reimburse a unit member for damage to a unit member's private vehicle while said vehicle is on District property during work hours. Effective July 1, 2002, the financial limit of the adjustment shall be \$500 or the amount of the unit member's deductible, whichever is less.

8.12.2 There will be a \$10,000 cap for total District liability for vehicle damage in any given school year.

8.12.3 The damage must have occurred while the vehicle was parked and unattended by the unit member on District property and in the parking area assigned by the site administrator.

8.12.4 The damage must have occurred during the unit member's regular working hours or during the time the unit member was providing assigned or approved voluntary supervision for the District and outside of the normal working hours of the unit member.

8.12.5 The unit member must file an official report with the local Office of the Los Angeles County Sheriff within ten (10) days of the incident. The report must describe the actual damage.

8.12.6 The unit member must secure two (2) estimates of repair and the work described on the repair estimates must correspond to the description in the report to the sheriff.

8.12.7 The unit member must supply the District with a copy of the report to the sheriff and the two (2) estimates within twenty (20) working days of the incident. The District's responsibility shall not exceed the lower of the two (2) estimates.

- 8.12.8 The unit member must provide the District with a signed affidavit stating that the damage occurred as specified in Section 8.12.3 above within (20) working days of the incident.
- 8.12.9 The unit member must sign an agreement with the District to file charges against those persons causing the damage and to recover damage in court should those causing the damage be identified. The unit member must reimburse to the District any damages recovered, to the extent of payment made by the District.
- 8.12.10 The unit member must agree to return any reimbursement paid by the District should the unit member fail to fully and faithfully comply with any of the above.

ARTICLE IX - UNIFORMS, TOOLS AND EXAMINATIONS

- 9.1 Uniforms: The District shall supply uniforms required by the District to be worn by unit members. The District shall clean and maintain such required and provided uniforms as considered necessary by the District.
- 9.1.1 Rain Gear: The District shall provide rain gear for maintenance workers and custodians. Campus Supervisors shall be provided with rain ponchos. District-provided rain gear shall be left at the employee's work site.
- 9.2 Tools: Unit members shall not be required to provide personal tools, equipment or supplies required by the District for performance of duties. Unit members shall provide reasonable care and security for District tools, equipment and supplies.
- 9.3 Physical Examinations: If required by the District, a unit member shall take any physical or other examination from the District designated physician or examiner at District expense.

ARTICLE X - HEALTH INSURANCE

- 10.1 Unit Member and Dependent Medical, Dental, and/or Vision Insurance Coverage: The District will pay the amounts specified in Appendix B towards fringe benefits to include the health, dental, and vision insurance programs offered by the District. In no case will the District pay in excess of the current costs of the specific plans listed in Appendix B and chosen by the unit member. The allowance for eye care benefits will be increased at a cost not to exceed \$30.00/year per unit member.
- 10.2 Continuation and Non-Continuation: Bargaining unit members on paid leave are considered to be continuous employees, and no interruption to the health benefit program shall be imposed upon unit members on paid leave. Unit members on an unpaid leave extending beyond thirty (30) days shall have their health benefit program terminated for the remaining duration of the leave. A unit member may continue health benefit coverage while on an unpaid leave by paying the full premium including the District's contribution for the duration of the leave. Termination of employment due to layoff or resignation for any reason shall terminate health benefits on the last day of the month of the unit member's severance from the District except as otherwise specified in administrative regulations.
- 10.3 Changes in Dependent Status: In order to qualify for medical and/or insurance coverage for authorized dependents of unit members, unit members are required to report changes in dependent status (deletions, additions, or changes in status of dependents) to the District within ten (10) calendar days of such changes.

- 10.4 Life Insurance: The District will provide a life insurance policy of the District's choice of ten thousand dollars (\$10,000) in total benefit value for each unit member. Dependents shall not be covered.

ARTICLE XI - HOLIDAYS

- 11.1 All unit members who are a part of the classified service shall be entitled to the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:
- Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Friday Succeeding Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
 - New Year's Day
 - Martin Luther King Day
 - Lincoln Replacement Day
 - Presidents Day
 - Memorial Day
 - Floating Holiday substitute for Admission Day
 - Floating Holiday substitute for Spring Day
- 11.1.1 Continuing employees may take their floating holidays anytime between July 1 and June 30. To be eligible for the Admission Day floating holiday, new employees must be in paid status by September 1. To be eligible for the Spring Day floating holiday, new employees must be in paid status by February 1.
- 11.2 Additional Holidays: Every day declared by the President or Governor of this State as a public fast, thanksgiving, or holiday and which requires the closing of schools shall be a paid holiday for unit members provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.
- 11.3 School recesses during the Winter and Spring periods shall not be considered holidays for unit members who are normally required to work during that period.
- 11.4 Unit members who are not normally assigned to duty during the Winter or Spring vacation periods shall be paid for those holidays listed in Section 11.1 or 11.2 which may fall during those periods provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the vacation period.
- 11.5 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
- 11.6 "In paid status" includes those unit members on sick leave or personal necessity leave providing those unit members provide verification of the need for the leave as the District may require.

- 11.6.1 "In paid status" does not include those unit members on unpaid leaves of any type, those on unpaid long-term disability leave, nor any other type of non-working status.
- 11.7 Unit members may be required by the District to work on holidays listed in Section 11.1 and 11.2. In such cases, unit members shall be assigned an alternate holiday date by the District at time and one-half or shall be paid at the rate of time and one-half (1-1/2) the unit member's regular rate of pay for the number of hours worked in addition to the regular pay received for the holiday - a maximum of two and one-half (2-1/2) times the regular rate of pay for the unit member. This section does not apply to replacement holidays.
- 11.8 "Regular rate of pay" includes only the unit member's base rate of pay and any shift differential and longevity increment to which the unit member may be entitled.
- 11.9 Holiday pay for unit members working less than full-time (eight (8) hours per day) in their regular assignment shall be pro-rated in the same manner that their regular rate of pay is pro-rated as compared to full-time unit members.

ARTICLE XII - VACATIONS

- 12.1 Eligibility: All unit members who have completed six (6) months' service as regular probationary or permanent unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 - June 30.
- 12.2 Paid Vacation: Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where requested by the unit member and approved by the District, the paid vacation may be granted in the fiscal year in which it is earned.
- 12.3 Accumulation: Vacation time shall be earned and accumulated on a yearly basis in accordance with the schedule provided in Appendix C.
- 12.3.1 A unit member may accumulate and carry over into the subsequent fiscal year up to twenty-two (22) days of earned vacation in addition to that which will be earned in the said subsequent fiscal year. Any earned vacation days in excess of twenty-two (22) shall be taken immediately in July or paid for, at the option of the District. Any such days paid shall be at the salary rate in effect prior to July 1.
- 12.4 Part-Time: Unit members whose regular assigned schedule is less than full-time (eight (8) hours per day) shall be credited with vacation leave in the same ratio that their employment bears to full-time employment.
- 12.5 Vacation Pay: Pay for vacation days for unit members shall be the same as that which the unit member would have received had the unit member been in a working status, and shall not include overtime pay.
- 12.6 Vacation Pay Upon Termination: When any unit member, other than probationary, is terminated for any reason, the unit member shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 12.7 Vacation Postponement: If a unit member's vacation becomes due during a period when the unit member is on leave due to illness or injury, the unit member may request that the

vacation dates be changed, and the District may grant such request in accordance with vacation dates available at that time.

- 12.7.1 If for any reason a unit member is not permitted by the District to take all or any part of the unit member's annual vacation, the amount not taken shall, at the option of the unit member, be accumulated for use in the following year or be paid for in cash.
- 12.8 Holidays: When a holiday falls during the scheduled vacation of any unit member, such unit member shall be granted an additional day's vacation with pay for each holiday falling within that period.
- 12.9 Vacation Scheduling
- 12.9.1 Vacations, of one week or more, shall normally be requested at least two weeks in advance except in emergency situations.
- 12.9.2 If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the District shall consider seniority and rotation of vacations among the unit members in granting vacation requests.
- 12.9.3 Employees who want to carry over vacation days must notify payroll office by June 25.
- 12.10 Interruption of Vacation: A unit member shall be permitted to interrupt or terminate vacation leave in order to begin bereavement leave provided by this Agreement without a return to active service, provided the unit member supplies notice and supporting information regarding the basis for such interruption or termination.

ARTICLE XIII - CLASSIFICATION

- 13.1 Probationary Period:
 - 13.1.1 Length of Probationary Period: An appointment to a permanent position from an open competitive eligibility list or a promotional eligibility list shall be for a probationary period six (6) months or one hundred thirty (130) days of paid service, whichever is longer.
 - 13.1.2 The probationary period shall not include time while the unit member is absent from work for ten (10) or more consecutive working days.
- 13.2 Type of Status Acquired
 - 13.2.1 A unit member who satisfactorily completes probationary service in accordance with Section 13.1.1 of this Article shall acquire full-time status in the class of the unit member's regular work assignment during probation-required service for forty (40) hours per week. A regular work assignment during probation requiring less than forty (40) hours of service per week shall result in the probationer's acquiring part-time status in the class.
 - 13.2.2 A unit member with part-time status who is transferred or assigned to a position in a different class requiring forty (40) hours of regular service per week shall complete an additional probationary period of six (6) months before full-time status in the class is attained.

13.3 Distribution of Job Information: Upon initial employment and upon each change in classification each affected unit member shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to the position, a statement of the duties of the position, a statement of the unit member's regular work site, regularly assigned work shift, hours per day, days per week, and months per year. This information shall include notice that all worksite and shift assignments are at the discretion of the District. Unit members may be subject to transfer by the District. Such transfers shall be in accordance with the applicable provisions of Article XIV, Transfers.

13.4 Reclassification: When a position within the bargaining unit is reclassified to a higher position, the unit member serving in the position who is qualified for the reclassification shall be assigned to the reclassified position. The unit member shall be placed on the new range and step which will provide no less than a five percent (5%) increase in salary. CSEA and the District understand that AB 1070 requires a two year schedule for reclassifications with the following provisions:

Reclassification means the upgrading of a position to a higher classification as a result of a gradual increase or accretion of duties being performed by the incumbent in such position and not to a sudden change occasioned by a re-organization or the assignment of completely new duties and responsibilities.

Notice shall be given to the exclusive representative whenever the District proposes to create a classification, eliminates a classification, transfer job duties, reclassify a position or proposes a reorganization that impacts upon matters within the scope of bargaining.

Once "notice" is provided and a demand to negotiate is made, no changes shall be made until agreement is reached or impasse procedures have been exhausted.

Reclassification requests may be submitted for consideration by the District, the Personnel Commission or the Union. With the exception of full Classification Studies or reclassification by job families, any and all individual reclassification requests shall be submitted between February 1 and March 15 of each year effective 2007.

13.5 Initial salary placement of reclassified, new positions, or classes of positions, shall be recommended by the Personnel Commission and said placement shall then be subject to negotiations upon demand by either party.

13.6 After receiving the Eligibility List for a vacant position, the District will select an employee within 60 days. Substitute or limited term employees in vacant positions may not exceed 60 working days.

ARTICLE XIV – TRANSFERS

14.1 Lateral Transfers: When a new position is created within the bargaining unit or an existing position becomes vacant which the District intends to fill, the District shall give primary consideration to qualified unit members serving in the same classification in the District. However, the final selection is within the sole discretion of the District. All such vacancies shall be posted by the District within ten (10) working days and for not less than ten (10) working days at all work locations and on the District website prior to being filled. Any qualified unit member may apply for transfer to that position by filing a written notice with the Personnel Office of the District within the time specified on the notice.

- 14.1.2 A unit member on leave or vacation shall have the right to have the Association file a transfer application in the unit member's behalf.
- 14.2 A transfer shall mean the reassignment without examination of a unit member from one position in the unit class to another position in the same unit class or to a position in a similar or related class with the same or lower salary range. A list designating families of classifications shall be recommended and maintained by the Personnel Commission as approved by the District.
- 14.2.1 Consideration shall be given to all requests for transfer which have been properly submitted. When the District intends to transfer a unit member and there are two (2) or more unit members equally qualified in all other respects, the unit member with the greatest seniority shall fill the position. This does not supersede 14.1.
- 14.3 Medical Transfers: A permanent unit member with at least three (3) years of consecutive service in the District, who is determined by the District to be incapable of performing the duties of the unit member's class because of illness or injury shall, at the discretion of the District, be offered duties the unit member is capable of performing.
- 14.3.1 If the class to which the unit member is transferred is a higher class, the unit member shall receive no increase in wage or salary established for the class to which the unit member is assigned.
- 14.3.2 If the class to which the unit member is transferred is a lower class, the unit member shall remain at his/her existing salary for a period of 180 calendar days or until the unit member returns to his/her previous class, whichever occurs first. If the unit member remains at the lower class for longer than the 180 calendar day period, the unit member shall then be paid the lower salary by being placed on the same step of the lower range as previously attained on the higher range (class).
- 14.4 Administrative Transfers: Transfers of unit members on a temporary or permanent basis may be initiated by the District at any time such transfer is in the best interest of the District as defined by the District. A unit member affected by such transfer shall be given notice as soon as administratively practicable; and when possible, a conference will be held between the appropriate management person and the unit member in order to discuss the reasons for the transfer.

ARTICLE XV - LEAVES

- 15.1 Bereavement Leave
- 15.1.1 A unit member has a maximum of five (5) days of leave with pay per bereavement in the event of the death of a member of the unit member's immediate family; said family being defined as: spouse, natural or stepparent, natural or stepparent-in-law, natural or stepbrother or sister, brother or sister-in-law, natural or stepchild, spouse of child, grandchild, grandparent, or other persons regularly residing in the household of the unit member.
- 15.1.2 The unit member shall file an absence affidavit showing the justification for bereavement leave.

- 15.2 Jury Duty: The District agrees to grant unit members regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the unit member the regular rate of pay. The unit member will reimburse the District by cash or personal check the current per day rate for each day of jury service. Unit members serving jury duty in the local court are required to return to work during any day or portion thereof in which jury duty services are six (6) hours or less. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation. Any unit member whose regular assigned shift commences at 2:00 p.m. or after and is required to serve more than four (4) hours on jury duty on a given workday, shall be relieved from work with pay for that day.
- 15.3 Personal Necessity Leave: Each unit member shall be entitled to up to three (3) days of personal necessity leave during a school year without having to indicate the general nature of the personal necessity. It is the intent of this section that unit members understand that such use for personal necessity shall conform generally to established guidelines. In the event of abuse, the provisions of Section 15.3.3 shall apply.
- All personal necessity leave beyond the three (3) days indicated above shall be subject to the following conditions of approval.
- The Assistant Superintendent, Personnel shall make available to unit members on their request a list of the types of situations, which the District would generally approve, for the granting of Personal Necessity Leave. (see appendix D).
- A unit member desiring advance confirmation of the appropriateness of the Personal Necessity Leave should request confirmation from the Assistant Superintendent, Personnel at least five (5) workdays in advance of the Personal Leave. The Assistant Superintendent, Personnel, when practicable, shall inform, within two (2) workdays, the unit member who inquires regarding the appropriateness or inappropriateness of the leave. Except in cases of verified emergencies, all unit members, whether or not seeking prior confirmation, shall notify the site administrator or designee at least two (2) workdays in advance of the intent to use this leave and the general nature of the personal necessity. Final approval or disapproval of Personal Necessity Leave is the responsibility of the Assistant Superintendent, Personnel.
- 15.3.1 A member of the bargaining unit may use all days of entitled accumulated sick leave in a school year for personal necessity.
- 15.3.2 Members of the bargaining unit working less than full time shall have all of the benefits enumerated in this Section prorated.
- 15.3.3 The District reserves the right to require the unit member to submit an affidavit or other appropriate verification of the specific nature of the personal necessity in cases of evident abuse.
- 15.4 Military Leave: Unit members shall be granted any military leave to which they are entitled, under law, as classified school employees. Unit members shall be required to request military leaves in writing and supply the District with "orders" and status reports.
- 15.5 Sick Leave

- 15.5.1 Unit members employed by the District five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days' leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the unit member's regularly assigned workday, exclusive of overtime. For unit members hired prior to July 1, 2009, beginning 2009/10, up to three days of personal necessity may be taken for religious holidays without being counted against the attendance incentive program.
- 15.5.2 Unit members employed less than five (5) days per week and/or less than a full fiscal year are entitled to that portion of twelve (12) days' leave of absence for illness or injury as the number of months they are employed prorates to twelve (12) months and/or the number of days per week they are employed, exclusive of overtime, prorates to five (5) days, whichever one or both may apply.
- 15.5.3 Credit for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the unit member and such leave may be taken at any time during the unit member's assigned work year. Unit members shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this Article on sick leave, until the first day of the calendar month after completion of six (6) months of active service to the District. A unit member new to the District who transfers in sick leave from another district is eligible to use the transferred leave at any time.
- 15.5.4 Accumulation: If a unit member does not take the full amount of leave allowed in any one year, the amount not taken shall be accumulated from year to year.
- 15.5.5 Procedures: A unit member absent due to illness or injury must follow procedures established by the District to notify the District of intent to be absent, the nature of the illness or injury and the anticipated duration of the illness as early as possible.
- 15.5.6 A unit member requesting paid illness or injury leave may be periodically required, at the discretion of the District, to provide medical statements on forms supplied by the District, with any medical cost to be borne by the unit member. Unit members absent due to surgery, serious injury or illness or absent for more than five (5) consecutive assigned workdays may be required, at the discretion of the District, to submit a medical release to their immediate supervisor prior to being permitted to return to work.
- 15.5.7 Break In Service: A unit member who is on a paid leave as provided in this Agreement shall continue to receive earned health, holiday, and vacation benefits during such paid leave. These benefits shall not be provided by the District during unpaid leaves.
- 15.5.8 Additional Sick Leave: Each unit member shall be entitled to up to five months of sick leave in addition to sick leave provided in Sections 15.5.1 and 15.5.2. Such additional sick leave shall be compensated at fifty percent (50%) of the unit member's regular rate of pay for the unit member's regularly assigned work schedule. Not more than five months of additional sick leave shall be provided in any one fiscal year. The unit member shall provide the District with medical verification of the illness or injury upon request.
- 15.5.9 Upon retirement, the earned but unused sick leave of any unit member may be converted to retirement credit. The unit member must notify the District of the retirement and request such conversion of sick leave to service credit.
Upon retirement, any earned but unused sick leave of any unit member employed by the District 10 or more years that has not been converted to service credit will be awarded the

equivalent of the number of hours or days of pay at the current rate of pay in his/her final accounting check not to exceed \$7,500.

Employees can choose to convert sick leave into service credit, receive a pay-out of hours using guidelines above or a combination of both.

15.5.10 Sick Leave Incentive

15.5.11 For Unit members hired prior to July 1, 2009, and employed for ten (10) months or less, who in a school year use three (3) days or less of sick leave, family illness leave and/or personal necessity leave, shall be credited with an additional five (5) days sick leave at the start of the ensuing school year. Unit members who are eleven (11) month employees who use three (3) days 2.5 hours or less and unit members who are twelve (12) month employees who use three (3) days five (5) hours or less of sick leave, family illness leave, and/or personal necessity leave shall be eligible for an additional five (5) days sick leave. Part-time unit members who qualify shall be credited with a pro-rata share. Unit members hired after June 30, 2009 are not eligible for the sick leave incentive

15.6 Pregnancy Disability: Unit members who are in paid status immediately preceding medically verified pregnancy disability and who return to active employment with the District immediately following the conclusion of (release from) pregnancy disability following childbirth or miscarriage, shall be eligible to receive compensation at their regular rate of pay, charged against available sick leave for the workdays missed during the period of disability, provided that the District receives medical status reports not less frequently than once each two weeks during the period of disability on forms provided by the District.

15.7 Maternity-Child Rearing Leave: The District shall provide unit members, male or female, who are natural or adoptive parents, an unpaid leave of absence for the purpose of rearing the unit member's child. A pregnant member of the unit may begin this leave any time during the pregnancy.

The length of the leave shall be for not more than one (1) year. The unit member may request and shall be granted leave for less than one (1) year. A unit member shall serve in paid status four (4) consecutive semesters to be eligible for each additional leave under this Section.

The unit member shall notify the District of such intent four (4) weeks prior to the anticipated date of the leave.

15.8 Retraining and Study Leave

15.8.1 An unpaid leave of absence for study/retraining may be granted to any unit member at the discretion of the District.

15.8.2 Such leave of absence may be taken in separate six(6)-month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three(3)-year period. Any periods of service by the unit member intervening between the authorized separate leave periods shall comprise a part of the service required credit for a subsequent leave of absence for study or retraining purposes.

15.8.3 Study and/or retraining leave cannot be granted to a unit member who has not served at least three (3) consecutive years preceding granting of the leave.

15.8.4 No more than one study and/or retraining leave of absence shall be granted in each three (3)

year period.

15.8.5 The District may prescribe standards of service which shall entitle the unit member to the leave of absence.

15.8.6 Any leave of absence granted under this section shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall a unit member earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

15.9 Industrial Accident and Illness Leave

15.9.1 Unit members who sustain an injury or illness arising directly out of and in the course of scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year. Industrial accident or illness leave will commence on the first day of absence.

15.9.2 When a unit member is absent from duty on account of an industrial accident or illness, the unit member shall submit within the first seven (7) days of leave, a statement from a licensed physician or other evidence as may be required by the District affirming that the industrial accident or illness does exist and did occur while performing work for the District. The District may require the unit member to submit to a physical examination by a physician selected by the District at any time during the leave, at District expense. The District may, at its option, require the unit member to provide verification of the job relatedness of the accident or illness to the District's compensation insurance carrier and the District may, at its option, accept the carrier's determination of the job relatedness of the accident or the illness.

15.9.3 Payment for wages lost on any day shall not, when added to an award granted under the Workers' Compensation Laws of this State, exceed the normal wages for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under the Workers' Compensation.

15.9.4 When an industrial accident or illness occurs at a time when the full sixty (60) workdays will overlap into the next fiscal year, the unit member shall be entitled to only that amount of the sixty (60)-day allotment remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.

15.9.5 Unit members shall be required to have completed their probationary service in the District to be eligible for industrial accident or illness leave.

15.9.6 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation Laws of this State at the time of the exhaustion of benefits under this section, the unit member shall be entitled to use only so much of the unit member's accumulated and available normal sick leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

15.9.7 Any unit member receiving benefits under this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the

State.

- 15.9.8 When all leaves of absence, paid or unpaid have been exhausted and if the unit member is not medically able to resume regular and normal duties of the unit member's position or if the unit member accepts another position in the District, the unit member's name shall be placed on the reemployment list for a period not to exceed thirty-nine (39) months. At any time, the unit member shall be entitled to reemployment over all other available candidates except those listed on a reemployment list established as a result of layoff for lack of work or lack of funds.
- 15.9.9 The unit member on industrial accident or illness leave shall provide the District with medical clearance for return to normal and regular duties before returning to work. The District may, at its option, require the unit member to submit to an examination by a District-appointed physician prior to returning to work. The District shall pay the costs of the District-appointed physician.
- 15.9.10 Any time a unit member on industrial accident or illness leave is able to return to work under the requirements above, the unit member may be reinstated in a position in the same class without loss of status or benefits.
- 15.10 Leave of Absence for Personal Reasons
- 15.10.1 Bargaining unit members may request unpaid leave of absence for personal reasons. Such leave must be requested in advance, in writing, stating the reason for the request.
- 15.10.2 The immediate supervisor, with authorization by the Director of Personnel, may approve the request for unpaid leave of absence for personal reasons, provided that such absence will not, in the sole judgment of the supervisor, disrupt the operation of the District, and provided that where necessary a satisfactory substitute is available.
- 15.10.3 Unpaid leave of absence for personal reasons shall be granted for not less than one-half (1/2) day, and/or not more than thirty (30) days.
- 15.10.4 Request for unpaid leave of absence for personal reasons for more than thirty (30) days must be submitted to the Board of Trustees for approval.
- 15.11 A catastrophic sick leave bank shall be established on July 1, 1991 under the Rules and Regulations of the Classified Service. The Rules and Regulations governing the leave bank and its operation shall first be approved by the Association and the District. Changes and modifications in the Rules and Regulations shall also be subject to such approval. Participants in the catastrophic leave bank must first use all accrued sick and vacation leave available to them (exclusive of difference pay).
- 15.12 The District will provide leave in accordance with the federal and state provisions of the Family Medical Leave Act. Employees upon returning from this leave shall be reinstated to the same or comparable job.
- 15.13 Family Illness Leave

- 15.13.1 Each unit member shall be entitled to three (3) days each school year for leave due to illness of or injury to a member of the immediate family that are not deducted from sick leave and are non-cumulative from year to year.
- 15.13.2 Family illness shall be taken in hourly units.
- 15.13.3 Members of the bargaining unit working less than full time shall have this time pro-rated.

ARTICLE XVI - REEMPLOYMENT

- 16.1 Reemployment Lists: The District shall maintain reemployment lists as required by the Education Code and shall notify those on the lists of available positions for which they are eligible.
- 16.2 Termination Information: All unit members terminated for any reasons shall, upon request, be informed as to their rights and privileges according to this Agreement.
- 16.3 Reemployment: Reemployed unit members who accept a position in the District at a classification lower than the classification held at the time of termination shall retain their thirty-nine (39)-month rights to the higher paid position should one become available within the original thirty-nine (39)-month period.

ARTICLE XVII - IN-SERVICE, AWARDS AND PROFESSIONAL GROWTH

- 17.1 In-Service Training: When a unit member is required by the District to attend in-service training sessions, the unit member shall be paid at the unit member's regular rate of pay for the time required by the District. The District may require in-service training during the unit member's normal working hours for which the unit member will receive no additional pay.
- 17.2 Payment of Tuition: The District shall pay any tuition costs of training programs required by the District.
- 17.3 In-service training shall take place either during regular working hours with no loss of pay or benefits or if outside regular working hours the unit member shall receive appropriate additional pay and benefits.
- 17.4 Professional Growth
 - 17.4.1 The District shall provide full and complete reimbursement for District-approved professional growth activities up to a maximum District cost of five hundred dollars (\$500) per school year per unit member.
 - 17.4.1.1 Reimbursement shall be for tuition, fees, required materials, or other District-approved expenses.
 - 17.4.1.2 Professional growth activities shall be college/university courses or workshops or other previously approved activities.
 - 17.4.2 District reimbursement shall not be for more than four courses, workshops, or other activities per unit member per school year (July 1 through June 30).

- 17.4.3 Professional growth activities may not be repeated by a unit member for reimbursement credit. For a given unit member, each professional growth activity should be unique or substantially different from previously reimbursed professional growth activities.
- 17.4.4 The unit member's proposed professional growth activity shall be approved in advance by the immediate supervisor and the District Director of Personnel in order to receive reimbursement. The activity should bear a logical, beneficial relationship to the unit member's current or potential bargaining unit duties and responsibilities in District employment.
- 17.4.5 The unit member who has received advance approval and has participated in a professional growth activity shall verify payment of tuition and/or other approved expenses and the completion of the required participation prior to receiving the District professional growth reimbursement.
- 17.4.6 Advance approval shall be for a maximum period of one calendar year. If the approved professional growth activity has not been completed during that period, the approval is automatically withdrawn by the District. However, the unit member may request renewal approval.
- 17.4.7 Verification
- 17.4.7.1 Verification of college or university course work shall consist of an official transcript which has been signed and sealed by the registrar of the institution.
- 17.4.7.2 Verification of workshop participation shall be in the form of a certificate or letter from the training institution verifying successful completion of the workshop.
- 17.4.7.3 Verification of the amount that the unit member did pay in tuition, fees, or other approved expenses.
- 17.4.7.4 All verifications and requests for reimbursement must be presented to the District Director of Personnel within sixty (60) calendar days of completing the professional growth activity. Failure to present verifications and requests for reimbursement within the timelines nullifies the District's responsibility for reimbursement.
- 17.5 Career Ladder
- 17.5.1 The District and CSEA will collaborate to create a career ladder program for unit members who are interested in becoming credentialed teachers.

ARTICLE XVIII - SAFETY-DISTRICT

- 18.1 The District shall attempt to comply with the provisions of the California State Occupational Safety and Health Act Regulations within the General Industry and Construction Industry (where applicable) standards.
- 18.1.1 Conditions: The District shall, within the limitations of its financial capabilities, provide unit members with safe working conditions and comply with all health, safety and sanitation requirements imposed by state or federal laws.

- 18.2 The District will establish a safety committee which will commence meeting in January, 1996. The District will appoint an administrator to oversee and call the meetings and CSEA will select unit members to sit on the committee.
- 18.3 Release Time: The unit members of the committee shall be allowed release time as determined by the District to carry out their obligations under Section 18.2.
- 18.4 Non-violent crisis intervention training will be offered to all Instructional Assistants and Campus Supervisors on an annual basis. Other site classified employees may attend the training.
- 18.5 The District and Association agree to collaboratively work with the Personnel Commission to establish a mentor program for employees new to their positions.

ARTICLE XIX - EFFECT OF AGREEMENT

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

ARTICLE XX - COMPLETION OF MEET AND NEGOTIATIONS

- 20.1 During the term of this Agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 20.2 During the term of this Agreement, the Association and the District expressly waive the right to meet and negotiate on any subject whether or not referred to or covered in this Agreement, except that negotiations shall occur under the following conditions:
- 20.2.1 As provided for in Preamble.
- 20.2.2 Health, dental, vision, and/or life insurance carriers, only in the event that one (1) of the carriers specified declines or is unable to continue coverage, with one intent being replacement with comparable coverage.
- 20.2.3 Mutual consent of both parties.
- 20.3 This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE XXI - SAVINGS

- 21.1 If any provisions of this Agreement are held to be contrary to law by a court of competent 34

jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

- 21.1.1 Replacement for severed provision: In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of resolving any issues caused by such determination.
- 21.2 In the event of the termination of the merit system in this District, the existing Rules and Regulations of the Classified Service shall remain in effect for the duration of this Agreement, supplemented where necessary by applicable provisions of the Education Code. This clause does not and may not be construed to imply that the contents and provisions of the Rules and Regulations of the Classified Service or the Education Code are incorporated into this Agreement or that their contents or provisions are subject to Article V, Grievance Procedures. This provision, 21.2, is specifically excluded from Article V, Grievance Procedures.

ARTICLE XXII - CONCERTED ACTIVITIES

- 22.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 22.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those unit members to cease such action and to take any additional action requested by the District to cause those unit members to cease such action.
- 22.3 It is agreed and understood that any unit member violating this Article may be subject to discipline up to and including termination by the District.
- 22.4 It is understood that in the event this Article is violated the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any unit member directly.

ARTICLE XXIII - SUPPORT OF AGREEMENT

- 23.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the District and the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

ARTICLE XXIV – DISCIPLINE AND DUE PROCESS

- 24.0 Causes for Suspension, Demotion, Dismissal

The tenure of every employee holding a position in the classified service under the provisions of the Act and of these rules shall be during good behavior, and any such person may be dismissed, demoted, suspended, or otherwise disciplined for any of the following causes:

- A. Consumption of alcoholic beverages while on duty, intoxication while on duty, insobriety or unauthorized use of narcotics or habit-forming drugs.
- B. Dishonesty.
- C. Consecutive performance rating of "Unsatisfactory" in the group or groups in which the employee was rated, provided the ratings are supported by proof of factors on which they are based.
- D. Political activities engaged in by an employee during assigned hours of employment.
- E. Conviction of a serious crime by a court of law; a record of one or more convictions which indicate that the person is a poor employment risk; failure to disclose material facts regarding criminal records; and other false or misleading information on application forms or examination and employment records concerning material matters.
- F. Excessive absences, thereby resulting in disruption and loss of efficiency in the operating unit in which the employee is assigned.
- G. Continuing illness of a disabling nature after exhaustion of sick leave and leave of absence privileges.
- H. Contraction of some infectious disease, or physical ailment, or physical or mental condition such as to incapacitate the employee in the proper performance of the duties of the position.
- I. Incompetency, inefficiency, insubordination, inattention to or dereliction of duty, discourteous treatment of the public or fellow employees, or any other willful or persistent violation of the provisions of the Education Code or rules, regulations or procedures adopted by the Governing Board or the Personnel Commission pursuant to it, provided that upon demand of the accused employee, specific instances must be set forth as to any of the causes enumerated under this heading.
- J. Known membership by the employee in the Communist Party.
- K. Violation of any of the provision of Sections 7001 to 7006, inclusive of the Education Code. (Affiliation with the communist Party or other subversive group or party).
- L. Conduct specified in Section 1028 of the Government code, added by Chapter 1418 of the Statutes of 1947. (Membership in an organization advocating violent overthrow of the government).
- M. Failure to maintain acceptable proficiency in one or more of the prescribed skills or competencies enumerated in the job description, or failure to maintain in full and valid force or affect any license or certificate enumerated in the job description, or failure to

maintain insurability by the District's insurance carrier if prescribed in the job description. In the case of failure to maintain in full and valid force or affect any license or certificate, the employee will be notified in writing of the deficiency and shall have five (5) work days to obtain any license or certificate or provide proof of satisfaction to the employer that steps are being taken to obtain license or certificate enumerated in the job description.

- N. Theft or destruction of District property.
- O. Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District.
- P. Abandonment of position. Absence without authorized leave for five (5) consecutive working days shall constitute prima facie evidence that an employee has abandoned the position.

24.1 It is agreed by the parties that the intent of disciplinary action is to be progressive and corrective rather than punitive. Progressive discipline steps may be bypassed if the serious nature of the offense warrants such action. Section 24.3 is expressly excluded from the provisions of Article V, Grievance Procedures.

24.2 Discipline may be imposed for just cause only.

24.3 The progressive discipline steps shall normally be:

1. Verbal Warning.
2. Letter of Reprimand. Placed in Personnel File.
3. Suspension. Placed in Personnel File.
4. Demotion or Dismissal. Placed in Personnel File.

24.4 For unit members facing suspension, demotion or dismissal a pre-disciplinary meeting (Skelly) shall be held with the Assistant Superintendent of Personnel to discuss the possible discipline. At that time the unit member shall be given the opportunity to present mitigating information and shall have the right to a Union representative of his/her choosing.

24.5 After the pre-disciplinary meeting the Classified Personnel Office shall send a written notice of the recommended discipline, if any, to the unit member and his/her representative. This written notice shall include the following elements: 1) the discipline intended and the effective date, 2) the specific charges upon which the discipline is based, and 3) the unit member's right to a full evidentiary hearing before the Personnel Commission or their designee (hearing officer).

24.6 Nothing shall preclude the District in appropriate cases from removing the unit member from the work site or placing the unit member on paid administrative leave pending completion of the discipline procedure.

APPENDIX A

A.1.0 As referenced in Article 8.1 the regular rate of pay for each position in the bargaining unit

shall be in accordance with the rates established as follows: (See Classified Employee Range Schedule on next page).

A.2 It is agreed that the for the 2010/11 and 2011/12 fiscal years, classified monthly and hourly unit members will be furloughed additional days (or a 2.16% pay reduction) in addition to the 1.62% pay reduction as previously agreed and entered by the parties for a total pay reduction equivalent to a 3.78% pay reduction (See Work Reduction Schedule below). As a result, the classified monthly and hourly salary schedules will be modified to reflect the pay reduction.

Classified	2010-11 Furlough Days	2010-11 Percent Pay Reduction	2011-12 Percent Pay Reduction	2011-12 Furlough Days
Classified Monthly - 12 Months (261 Days)	9.75	3.78%	3.78%	9.75
Classified Hourly - 11 Months (242 Days)	9.00	3.78%	3.78%	9.00
Classified Hourly - 10.5 Months (231 Days)	8.75	3.78%	3.78%	8.75
Classified Hourly - 10 Months (220 Days)	8.25	3.78%	3.78%	8.25
Classified Hourly - 9.5 Months (209 Days)	8.00	3.78%	3.78%	8.00
Classified Hourly - 9 Months (203 Days)	7.75	3.78%	3.78%	7.75

A.2.1 Site administration will establish a calendar for furlough-restricted days, prior to the start of each school year and distribute the calendar to all site classified employees. On or before September 15 of each school year, classified personnel will submit in writing a request for furlough days based upon said calendar. If an administrator deems it necessary to deny said furlough days, he or she must do so in writing within five business days. Denials should not be for arbitrary and/or capricious reasons. Unit members, if necessary, may adjust their furlough day request with site administrator approval. If an excess number of employees request the same furlough day(s), the employee's initial District hire date shall be the deciding factor in making the assignment of the furlough day. Disputes regarding the granting of furlough days shall be mediated by the Assistant Superintendent of Personnel and a Union Representative. If for any reason a unit member is not permitted by the District to take all or any part of the unit member's furlough allotment, the amount shall be paid in cash.

A.2.2 It is agrees that as the District's fiscal situation improves, a high priority of the District's will be to reduce furlough days and restore the classified work year.



**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE**



**Personnel, Human Relations, Fiscal
Services, Business Administration**

	<u>Range</u>
Personnel Analyst	38
Contract Administrator	38
Budget Analyst	38
Credentials Technician	32
District Buyer	30
Classified Personnel Technician	28
Accounting Technician	25
Senior Account Clerk	23
Personnel Assistant II	21
Student Body Account Clerk	21
Payroll Technician	21
Receiving Clerk	20
Intermediate Account Clerk	18
Purchasing Assistant	17
Personnel Assistant	15
Account Clerk	15

Instructional Assistants

Instructional Assistant II (All)	9
Instructional Assistant I Bilingual	7
Instructional Assistant ROP	7
Instructional Assistant I General Classroom	7
Instructional Assistant I Special Education	7

Transportation

Lead Mechanic	38
Mechanic	34

Maintenance and Operations

Skilled Maintenance - Electrician	32
Skilled Maintenance - Heating/Refrigeration	32
Skilled Maintenance - Plumber	32
Skilled Maintenance - Painter	30
Skilled Maintenance - Carpenter	30
Warehouse Person II	26
Maintenance Worker II	25
Custodian IV (High School)	25
Custodian III (Jr. High School)	21
Warehouse Person I	20
Maintenance Custodian/Groundskeeper	20
Groundskeeper II	20
Receiving Clerk	20
Custodian II	19
Maintenance Worker I	18
Maintenance Custodian	16
Groundskeeper I	16
Custodian I	13

Secretarial/Clerical

	<u>Range</u>
School Administrative Assistant	26
Administrative Assistant	26
Registrar (High School)	23
Registrar (Jr. High School)	22
Secretary	21
Assistant Registrar	20
Attendance Technician	19
Program Specialist	17
Senior Clerk Typist	15
District Translator	14
Intermediate Clerk Typist	12
District Receptionist	11
Textbook Clerk	11
Clerk Typist	9
Program Assistant	9
School Receptionist	9

Student Support Services

School Occupational Therapist	69
CWA Specialist II	38
CWA Specialist I	30
Educational Interpreter II	30
Educational Interpreter I	21
Licensed Vocational Nurse	21
Library Technician III	21
Speech/Language Pathology Assistant	21
ROP Advisor	18
Library Technician II	18
Assistive Technology Specialist	18
Career Advisor II	17
Behavior Intervention Assistant	16
Library Technician I	15
Career Advisor I	15
Health Assistant	15
Career Transition Advisor	13
Educational Transcriber II	13
Educational Transcriber I	11
Lead Campus Supervisor	11
Campus Supervisor	9
Bus Assistant	7

Technology

Network Systems Administrator	47
Computer Network Technician II	32
Telecommunications Network Technician	32
Computer Network Technician I	19

William S Hart Union High School District
Classified Hourly Salary Schedule 2010 - 2011
 08-09 Salary Schedule less 3.78% Furlough

	<i>step 1</i>	<i>step 2</i>	<i>step 3</i>	<i>step 4</i>	<i>step 5</i>
007	13.00	13.73	14.50	15.28	16.04
008	13.37	14.11	14.90	15.65	16.43
009	13.73	14.50	15.28	16.04	16.81
010	14.11	14.90	15.65	16.43	17.22
011	14.50	15.28	16.04	16.81	17.58
012	14.90	15.65	16.43	17.22	17.96
013	15.28	16.04	16.81	17.58	18.36
014	15.65	16.43	17.22	17.96	18.72
015	16.04	16.81	17.58	18.36	19.12
016	16.43	17.22	17.96	18.72	19.50
017	16.81	17.58	18.36	19.12	19.88
018	17.22	17.96	18.72	19.50	20.30
019	17.58	18.36	19.12	19.88	20.64
020	17.96	18.72	19.50	20.30	21.06
021	18.36	19.12	19.88	20.64	21.40
022	18.72	19.50	20.30	21.06	21.77
023	19.12	19.88	20.64	21.40	22.24
024	19.50	20.30	21.06	21.77	22.59
025	19.88	20.64	21.40	22.24	22.98
026	20.30	21.06	21.77	22.59	23.33
027	20.64	21.40	22.24	22.98	23.74
028	21.06	21.77	22.59	23.33	24.11
029	21.40	22.24	22.98	23.74	24.50
030	21.77	22.59	23.33	24.11	24.92
031	22.24	22.98	23.74	24.50	25.29
032	22.59	23.33	24.11	24.92	25.67
033	22.98	23.74	24.50	25.29	26.06
034	23.33	24.11	24.92	25.67	26.41
035	23.74	24.50	25.29	26.06	26.76
036	24.11	24.92	25.67	26.41	27.16
037	24.50	25.29	26.06	26.76	27.56
038	24.92	25.67	26.41	27.16	27.96
047	28.11	28.95	29.82	30.72	31.63
069	35.77	36.84	37.96	39.09	40.26

Longevity Increment:

3% at 5-yr service; 5% at 10-yr, 15-yr, 20-yr, 25-yr, 30-yr, 35-yr, 40-yr of service (*compounded*)

Bilingual Stipend: 5%

Special Education Stipend: 5%

Special Circumstance Assistant Stipend: 5%

Swing Shift Stipend: 3%

Graveyard Shift Stipend: Swing Shift + \$57.50/monthly

William S Hart Union High School District
Classified Monthly Salary Schedule 2010 - 2011
08-09 Salary Schedule less 3.78% Furlough

	<i>step 1</i>	<i>step 2</i>	<i>step 3</i>	<i>step 4</i>	<i>step 5</i>
007	2254.00	2381.00	2514.00	2649.00	2781.00
008	2318.00	2447.00	2583.00	2713.00	2849.00
009	2381.00	2514.00	2649.00	2781.00	2914.00
010	2447.00	2583.00	2713.00	2849.00	2986.00
011	2514.00	2649.00	2781.00	2914.00	3048.00
012	2583.00	2713.00	2849.00	2986.00	3114.00
013	2649.00	2781.00	2914.00	3048.00	3183.00
014	2713.00	2849.00	2986.00	3114.00	3246.00
015	2781.00	2914.00	3048.00	3183.00	3315.00
016	2849.00	2986.00	3114.00	3246.00	3381.00
017	2914.00	3048.00	3183.00	3315.00	3446.00
018	2986.00	3114.00	3246.00	3381.00	3519.00
019	3048.00	3183.00	3315.00	3446.00	3578.00
020	3114.00	3246.00	3381.00	3519.00	3651.00
021	3183.00	3315.00	3446.00	3578.00	3711.00
022	3246.00	3381.00	3519.00	3651.00	3775.00
023	3315.00	3446.00	3578.00	3711.00	3855.00
024	3381.00	3519.00	3651.00	3775.00	3916.00
025	3446.00	3578.00	3711.00	3855.00	3984.00
026	3519.00	3651.00	3775.00	3916.00	4045.00
027	3578.00	3711.00	3855.00	3984.00	4116.00
028	3651.00	3775.00	3916.00	4045.00	4180.00
029	3711.00	3855.00	3984.00	4116.00	4248.00
030	3775.00	3916.00	4045.00	4180.00	4321.00
031	3855.00	3984.00	4116.00	4248.00	4385.00
032	3916.00	4045.00	4180.00	4321.00	4450.00
033	3984.00	4116.00	4248.00	4385.00	4518.00
034	4045.00	4180.00	4321.00	4450.00	4578.00
035	4116.00	4248.00	4385.00	4518.00	4640.00
036	4180.00	4321.00	4450.00	4578.00	4708.00
037	4248.00	4385.00	4518.00	4640.00	4778.00
038	4321.00	4450.00	4578.00	4708.00	4848.00
047	4873.00	5019.00	5169.00	5325.00	5484.00
069	6201.00	6387.00	6580.00	6776.00	6980.00

Longevity Increments:

3% at 5-yr of service; 5% at 10-yr, 15-yr, 20-yr, 25-yr, 30-yr, 35-yr, 40-yr of service (*compounded*)

Swing Shift Stipend: 3%

Graveyard Shift Stipend: Swing Shift + \$57.50/monthly

APPENDIX B

B.1.0 Health And Fringe Benefits For Unit Members

B.1.1 Health benefit plans selected by the District and available to qualified unit members are as follows:

B.1.1.1 PERS Health Benefits Program

B.1.1.2 Delta Dental 7027-1602, dental insurance, as on file with the District.

B.1.1.3 SIRMA III - Vision Service Plan, Plan B, with \$25.00 deductible.

B.1.2 Each qualified unit member may select from any of the health plans available within the PERS Health Benefits Program. Effective January 1, 2010, the District will pay in fringe benefits an amount sufficient to cover the costs of the health, vision, and dental insurance plans for which the employee qualified up to a benefit cap of \$13,500 for full-time employees hired prior to July 1, 2009. For part-time employees hired between January 1, 2001 and June 30, 2009, the District will cover the prorated cost of benefits as shown on the schedule below.

Hours Worked	Medical		Dental		Vision	
	Percentage	Up to	Percentage	Up to	Percentage	Up to
7 hrs – 7 hrs 59 minutes	87.5%	\$10,385	87.5%	\$1,245.30	87.5%	\$180.43
6 hrs – 6 hrs 59 minutes	75.0%	8,905	75.0%	1,067.40	75.0%	154.65
5 hrs – 5 hrs 59 minutes	62.5%	7,420	62.5%	889.50	62.5%	128.88
4 hrs – 4 hrs 59 minutes	50.0%	5,935	50.0%	711.60	50.0%	103.10

B.1.2.1. Effective January 1, 2010, the benefit cap will be the same as a full-time employee (\$13,500) for part-time employees hired before January 1, 2001.

B.1.2.2. For all full-time employees hired after June 30, 2009, the benefit cap is \$10,000. For part-time employees hired after June 30, 2009, the District will cover the prorated cost of benefits as shown on the schedule below:

Benefits		
Hours Worked	Percentage	Up to
7 hrs – 7 hrs 59 minutes	87.5%	\$8,750
6 hrs – 6 hrs 59 minutes	75.0%	\$7,500
5 hrs – 5 hrs 59 minutes	62.5%	\$6,250
4 hrs – 4 hrs 59 minutes	50.0%	\$5,000

B.1.3 Prior to October 1 of each year the District will provide a brief summary of benefits available to unit members. The summary shall contain a short description of each benefit.

B.2.1 Health Benefits for Retirees

B.2.1.0 Retirees receiving health benefits shall notify the District of their current address and status of any dependent. This notification shall be completed by September 1 of each year. Failure to notify the District shall relieve the District of its obligation under this

contract. The District shall notify in writing by certified mail past retirees of this section before termination of the District's obligation.

- B.2.1.1 Health benefits for retirees shall be in conformance with the provisions of The Public Employees' Medical and Hospital Care Act.
- B.2.1.2 Retirees shall have been employed by the District for a minimum of ten (10) calendar years.
- B.2.1.3. While the District is contracting with PERS, the District will pay the minimum amount required under Government Code Section 22825. For the 2006 policy year, it is \$775.20. In addition, the District shall provide for each retiree and one (1) eligible dependent, if any, a supplement for fringe benefits equal to the cost of Kaiser L.A. Region, 2 party, unless the cost of Kaiser L.A. Region is more than 5% above the average of *Blue Shield* and Kaiser L.A. Region, in which case the maximum benefit will be the average plus 5%. Such supplement shall be for the purchase of District fringe benefit programs only.
- B.2.2 The retiree shall have reached the age of fifty-five (55) at the time of retirement.
 - B.2.2.1 Unit members hired before January 1, 2001 will receive full-time health care benefits upon retirement from the District with at least 10 years of service pursuant to Appendix B Section B.2.1.2. Unit members hired on or after January 1, 2001 will receive health care benefits in a ratio proportionate to his or her full-or part-time status, per Appendix B Section B 1.2 of the collective Bargaining Agreement.
- B.3 Retirees Age 65 and Older
 - B.3.1 While the District is contracting with PERS, the District contribution for health benefits shall for the 2004 policy year is \$386.40, for 2005 it is \$580.80, and for 2006 it is \$775.00 providing the retiree retires from the William. S. Hart Union High School District and participated in the Public Employees Retirement System (PERS).
 - B.3.1.1 The qualified retiree may pay the difference between the District contribution and the cost of a PERS insurance plan.
 - B.3.1.2 Retirees are not eligible for life insurance.
 - B.3.1.3 If a Unit member becomes disabled and unable to work and chooses to retire between age 50 and 55, and if the retiree has served the District for 10 years or more, the retiree shall be eligible for a supplement for fringe benefits equal to the cost of Kaiser Los Angeles Area Region one-party coverage.
- B.4 Dental and Vision Insurances for Retirees
 - B.4.1 Retirees are covered at the District's expense for the dental and vision insurance programs until their 67th birthday or until fully qualified for Medicare.
- B.5 Retiree's Excess Cost Payments
 - B.5.1 The retiree shall make payments to the District prior to the first of each month for the excess costs of health, dental, and/or vision insurance plans selected. Excess costs refer to the costs above the amount of the District's contribution, which will be equivalent to the actual costs of the retiree and one dependent plan chosen by the District.

B.6 Cash in Lieu of Health Benefit:

B.6.1 For all employees who do not opt to take District health insurance, cash in lieu will be offered in the amount of two thousand five hundred dollars (\$2,500.00) per year, pro-rated as necessary. Employee must show proof of coverage from another source.

B.7 Section 125 Plan

B.7.1 The District will make available a Section 125 Flexible Benefit Plan.

APPENDIX C
VACATION TIME

C.1

Paid Service:	12-Month Employee	11-Month Employee	10-Month Employee
1 - 5 years	12 days	11 days	10 days
6 - 15 years	15 days	13 3/4 days	12 1/2 days
16 years	20 days	18 1/3 days	16 2/3 days
17 years	20 days	18 1/3 days	16 2/3 days
18 years	20 days	18 1/3 days	16 2/3 days
19 years	20 days	18 1/3 days	16 2/3 days
20 years	22 days	20 1/4 days	18 1/3 days
25 years	22 days	22 days	22 days

C.2

When unit members regularly employed for less than a full fiscal year (twelve months) are required to work extra days or partial days (e.g., summer assignments) such extra paid time, exclusive of overtime, will be included in computing vacation entitlement.

APPENDIX D

PERSONAL NECESSITY LEAVE

Designed for Short-term Incidences

Generally Accepted Reasons for Personal Necessity Leave

Unit members are entitled to take paid leave for reasons of personal necessity. The process for the details of this leave is spelled out in the Contract Agreement (section 15.3 CSEA; section 13.5 HDTA).

All Personal Necessity Leaves must conform to generally approved reasons. Three days may be taken without having to provide the administration with specific reasons, but even these three must conform to the generally approved reasons. If a unit member is unsure if something qualified for this leave, he/she should contact the Assistant Superintendent for Personnel for a definitive answer.

The District reserves the right to require the unit member to submit an affidavit or other appropriate verification of the specific nature of the personal necessity in cases of evident abuse.

The reasons listed below are only generally approved and final determination depends on the actual circumstances in each case:

1. Bereavement that is not elsewhere provided in the collective bargaining agreement.
2. Home emergency to which the unit member must respond.
3. Accident involving the unit member or property of the unit member.
4. Transportation failure with no available alternate transportation.
5. Impassable roads and no other available route.
6. Designated participant in a marriage ceremony.
7. Scheduled graduate comprehensive or final exams during work hours.
8. Graduation from high school or college of immediate member of family during work hours.
9. Emergency personal or legal business which can only be accomplished during work hours.
10. Accident to or illness of a family member or another for which the unit member assumes important responsibilities.
11. Moving one's residence (limited to one day).
12. Emergency childcare which cannot be provided by other reasonable means.
13. Religious holidays of significant importance.
14. Adoption or Paternity (3 days)

Reasons that are generally not approved include:

1. Family or class reunions.
2. Attending a conference or event with a spouse.
3. Recreational activities.
4. Any absence due to activities for which the unit member is paid by another organization, including coaching for schools outside the District.
5. Wedding/Honeymoon
6. Vacation