

# CONTRACT AGREEMENT

Between

**CYPRESS SCHOOL DISTRICT**

&

**CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION**

**Chapter #325**

**OFFICE/INSTRUCTIONAL/OPERATION/SUPPORT**



**November 1, 2018 – June 30, 2021**

**CYPRESS SCHOOL DISTRICT**

**9470 Moody Street**

**Cypress, California 90630**

**(714) 220-6900**

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Cypress, California 90630  
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CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION  
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OPERATION/SUPPORT

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CONTRACT AGREEMENT

California School Employees Association (CSEA), Chapter #325

Office/Instructional Operation/Support

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# **A G R E E M E N T**

**EFFECTIVE NOVEMBER 1, 2018 – JUNE 30, 2021**

The articles and provisions contained herein constitute a bilateral and binding agreement [Agreement] by, and between, the Cypress School District [District], and the California School Employees' Association (CSEA) [Association] and its Chapter #325, a recognized employee organization.

This Agreement is entered into pursuant to Chapter 10.7, Sections #3540-3549 (Title I, Division 4) of the Government Code [Act].

This Agreement shall commence on the first day of November 2018, following the adoption and ratification by both the District and California School Employees' Association (CSEA) and its Chapter #325, and shall remain in effect until such time as a successor agreement is ratified and becomes effective, but in no case prior to June 30, 2021, nor later than the legal limitation of three [3] calendar years from the date of ratification by both parties. For the 2019/20 and 2020/21 school years, negotiation re-openers shall be limited to wages, health and welfare benefits, plus three articles selected by each party.

## DEFINITIONS

Unless otherwise required by context and/or prevailing law, words used herein are understood to have the following meanings:

**ANNIVERSARY DATE:** The first of the month following date of employment, unless the employee started on the first working day of the month or if the employee worked 21 days in the month, then it will be the same month in which employed.

**CLASS:** A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirements of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

**CLASS SPECIFICATION:** A formal statement of the duties and responsibilities of the positions in the class, illustrated by examples of typical tasks and of the qualification requirements of the position in the class.

**CLASSIFIED SERVICE:** All positions in the District's service not requiring certification and which are not exempted. [See Rule 20.100.]

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

**DISCHARGE OR DISMISSAL:** Separation from service for cause.

**DISTRICT:** The Cypress School District of Orange County, California.

**ELIGIBILITY LIST:** A list of the names of persons who have qualified in a competitive examination.

**EMERGENCY APPOINTMENT:** An appointment for a period not to exceed 15 working days to prevent the stoppage of public business when persons on eligibility lists are not immediately available.

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

**GOVERNING BOARD:** The Board of Trustees of the Cypress School District. [Synonymous with appointing authority or power]

**GROUP:** A number of classes related in duties and responsibilities, as set forth in the list of classes promulgated by the Board.

**LIMITED TERM:** A term used in the Education Code to designate employment for periods not to exceed six months or employment of a temporary employee during the authorized absence of a permanent employee. [Synonymous with temporary.]

**LIMITED TERM EMPLOYEE:** An employee who is serving in a provisional appointment, or as a substitute for a regular employee, or in a position established for a limited period of less than six months.

**PERMANENT EMPLOYEE:** In reference to District employment status, an employee who has completed his initial probationary period in the classified service. In reference to employment status in a specific class, an employee who has completed a probationary period for that class.

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

**POLITICAL ACTIVITY FREEDOM:** Every classified employee may, during off-duty hours, participate in political activities not specifically prohibited by the Education Code. [See Education Code Section 44034.]

**POSITION:** A group of duties and responsibilities assigned by competent authority requiring the full- or part-time employment of one person on a permanent or limited term basis. A position can only be established by action of the Board of Trustees.

**PROBATIONARY PERIOD:** The trial period of six months or one year immediately following an original or promotional appointment to a permanent position from an eligibility list.

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

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

**PROVISIONAL APPOINTMENT:** A temporary appointment, not to exceed 90 working days, to a permanent or limited-term position made in the absence of an appropriate eligibility list.

**PROVISIONAL EMPLOYEE:** An employee employed under a provisional appointment.

**RE-EMPLOYMENT:** Reassignment to duty without examination of an employee who has been laid off, or reassignment of a former employee in a lower class than that from which he had resigned, or in limited-term status.

**RE-EMPLOYMENT LIST:** A list of persons, arranged in order of their right to re-employment, who have been laid off from permanent positions by reason of lack of work, lack of funds, abolishment or reclassification of position, or other reason specified in these rules and who are eligible to re-employment without examination in their former class.

**REGULAR EMPLOYEE:** An employee who has probationary or permanent status.

**REINSTATEMENT:** A reappointment without examination, after resignation, to a position in the employee's former class.



**RESTORATION:** Includes "re-employment" [see above]. Also, the reassignment to duty without examination of an employee to the same class and status that he held when he resigned. Also, the reassignment of an employee who had demoted to his former class or to a related class or, after reduction to limited-term status, to permanent status.

**SALARY STEP:** A specific rate in a salary range. One of the consecutive rates that comprise a monthly or hourly salary range.

**SALARY RANGE:** A series of consecutive salary steps that comprise the rates of pay for a classification.

**SALARY RATE:** A specific amount of money paid for a specified period of service; i.e., dollars per hour or month.

**SEPARATION:** Leaving a position; includes resignation, dismissal, layoff, retirement, etc.

**SERIES:** A number of classes closely related in occupational hierarchy and arranged in a list in order to indicate occupational levels in a group.

**SUBSTITUTE EMPLOYEE:** An employee occupying a permanent position during the absence of the incumbent.

**TENURE:** The status which is acquired in a classification by reason of examination, certification from eligibility lists, election or appointment by the appointing power, and the successful completion of the probationary period.

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

**WAIVER:** The voluntary relinquishment by an eligible of any right to consideration for appointment from an eligibility list.

# ARTICLE 1

## ***RECOGNITION***

- A. The District recognizes the California School Employees' Association, and its Chapter #325, as the exclusive representative for all employees in the classified services, Office/Instructional, Operation/Support, excluding classified management and confidential employees.

The District and Association, and its Chapter #325, agree to abide by any Public Employment Relations Board [PERB] decision relative to the status of the employees in these categories.

## ARTICLE 2

### SAVINGS

- A. Should any part of this Agreement, or any provisions herein contained, be rendered or declared invalid by reason of an existing or subsequently enacted legislation, or by decree of an Appellate or Supreme Court, and until all appeals have been exercised, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. Remaining parts or provisions shall remain in full force and effect.
- B. Should a provision or application be deemed invalid by an Appellate or Supreme Court or the Public Employment Relations Board [PERB], the parties shall meet not later than ten [10] days after such decision to examine the provision or provisions affected and, if deemed appropriate by either party, open such provision or provisions for negotiations.
- C. In the event all of the Education Code of the State of California pertaining to classified employees is repealed, and its provisions are not provided elsewhere in law, the Association and the District shall meet within thirty [30] days to mutually determine those provisions not in the contract and within scope of negotiations which may be negotiated into the contract.
- D. In the event that the legislature or PERB in its decisions may expand the scope of representation, the District agrees to meet and negotiate on any such items for the next succeeding contract.

## ARTICLE 3

### WAGES

- A. Regular rate of pay for each position in the Bargaining Unit shall be in accordance with the rates established for each classification, as provided in Appendix A. The regular rate of pay does not include any shift differential required to be paid under this Agreement. When a wage schedule is increased due to negotiations, the increase in wage shall be retroactive to July 1st of that current/contract year for all employees in active status on the date of contract ratification. Classified employees who retire between July 1 and the date of ratification will also receive retroactive pay to July 1.
- B. Employees represented by the Association who work more than fifty percent [50%] of their shift after 5:00 p.m. shall receive an additional five percent [5%] wage differential.
- C. Overtime hours shall be paid at the rate of time and one-half for each overtime hour worked.
- D. Any employee called back to work [excluding a holdover or coming in early], whether after normal working hours or on a day not worked, shall be provided with not less than two hours of work.
- E. Each employee on the wage schedule shall advance one step for each full year of service, to a maximum of five [5] steps, providing the employee's most recent evaluation is satisfactory or above.
- F. Employees represented by the Association shall be paid "out of classification" pay from the first day of working out of classification in an assignment in a higher classification. The employee working out of classification in a higher classification would then be paid on the lowest step in the higher classification that exceeds the employee's regular pay in the employee's regular classification. In the event a unit member works in a lower classification at the direction of the district, the unit member shall be paid not less than the Range and Step paid in their regular assignment.
- G. Effective July 1, 2016\*\*, longevity pay will be granted to all eligible employees in the Bargaining Unit as follows:

Number of complete years for which service recognition* is received:	Monthly amount employee receives above his/her regular pay:
6	3.5%
11	7.0%
16	10.5%
20	14.0%
25	17.5%

\*Uninterrupted service as a classified employee, with the understanding that time on reemployment from lay-off list shall not be considered an interruption.

\*\*Only employees whose anniversary date has vested within the 2016-17 school year will be eligible for retroactive longevity pay.

#### H. Wage Schedule

1. Wages for the classifications represented by the Association shall be reflected as in the Classified Personnel Wage Schedule, Appendix A.
2. Any realignment of position[s] approved by the Board of Trustees during the term of this Agreement, which results in any modification of the Classified Personnel Wage Schedule, Appendix A, shall become effective on the date determined by the Board of Trustees.

I. The Classified Wage Schedule is reflected in Appendix A.

J. The Association shall provide fifty percent [50%] of the representation from recognized employee organization representation on the District Budget Study Committee.

K. Mileage allowance at the rate equal to the current IRS rate shall be paid for the use of unit members' private vehicles if the superintendent authorizes such use. If mileage allowance is increased in accordance with Internal Revenue Service [IRS] requirements, Bargaining Unit employees shall receive said increase.

#### L. Outdoor Science/Sixth Grade Camp

In the event management determines, within its sole discretion, to send a classified employee to outdoor science/sixth-grade camp with a special needs student, a "Reasonable Agreement" shall be negotiated with CSEA on a case-by-case basis within two weeks of leaving for outdoor science/sixth-grade camp. Absent a specific agreement, the unit member shall receive eight hours pay in their regular classification and the stipend amount paid to teachers for overnight services.

M. The Association recognizes that there may be times when a classified employee is asked by the District to work on a special project that is not reasonably related to his/her current job description. In such cases the District will consult with the Association and decide whether or not a salary adjustment is appropriate and, if yes, how much and for how long. This provision is not meant for job duties that change over time; scheduled job description/compensation studies are available for this process.

N. An annual stipend of \$1,100 shall be paid to a unit member, who is not currently classified as a Bus Driver, and who agrees to maintain a valid school bus driver certificate and perform work as a substitute school bus driver as needed by the District.

**ARTICLE 4**  
**HOURS OF EMPLOYMENT**

**A. Standard Workday and Workweek**

1. The standard workday shall consist of an eight [8] hour shift plus a noncompensated meal period.
2. The standard workweek shall consist of forty [40] work hours, exclusive of the daily noncompensated meal period, Monday through Friday.
3. Workday shall mean the number of hours regularly worked per day.
4. Custodians working the second shift shall begin their workday after 2:00 p.m. with the exception of non-student and minimum days which will be as determined by the site administrator. Except for employees occupying the classification entitled "bus driver, cafeteria helper, substitute services/technician [sub-caller]," no employee covered by this Agreement shall be required to work a split shift without the prior agreement of the employee. Special trip assignments for bus drivers shall be rotated as equally as possible.
5. All classified employees represented by the Association will be guaranteed their basic work hours on parent/teacher conference day.

Staff development day(s) during the course of the school year will be an unpaid furlough day for school site employees except custodians and school administrative secretaries, provided, however instructional aides and paraeducators, at their option, may participate in staff development for a stipend agreed upon between the District and the Association. Employees may take vacation on the staff development day.

6. When work normally and customarily performed by Bargaining Unit employees is required to be performed at times other than during the regular academic year, the work shall first be offered to Bargaining Unit employees in the appropriate classification[s] by seniority.

When necessary to assign Bargaining Unit employees not regularly so assigned to service during a summer extended year period, the assignment shall be in order of Bargaining Unit seniority, but no employee shall be required to accept such assignment. If the employee with the greatest Bargaining Unit seniority refuses the assignment, it shall be offered to other employees within the appropriate classification in descending order of Bargaining Unit seniority until the position is filled. On a case-by-case basis, CSEA and the District will meet to address specific service needs that cannot be met by the above agreement.

An employee who accepts a summer extended year assignment in accordance with the provisions of this section shall receive, on a prorata basis, no less than the compensation and benefits applicable to that classification during the regular academic year, and in no event shall his/her compensation and benefits be less, on a prorata basis, than the compensation and benefits he/she was receiving immediately prior to the commencement of the summer extended year assignment. Prorating of compensation and benefits shall be applied on the basis of the relationship which the number of hours assigned for summer extended year employment bears to the number of hours assigned to the employee during the regular September-June academic year. All hours assigned to an employee for a summer extended year assignment shall be considered "hours in paid status" for the purpose of this Agreement.

7. When a Bargaining Unit employee works a minimum of thirty [30] minutes per day in excess of his/her part-time assignment for a period of ten [10] consecutive days or more, their regular assignment shall be changed to reflect the longer hours.
8. When a class contains permanent positions of varying hours of work per day, week, or month, preference in assignment to vacant positions shall be based on seniority in the class plus higher classes.
9. Unless otherwise agreed, employees whose assigned time is to be changed by thirty [30] minutes or less shall receive a five [5] working day notice; employees whose assigned time is to be changed by more than thirty [30] minutes shall receive a twenty [20] working day notice, or if proof of a class schedule conflict is presented, a semester notice.
10. Vacant positions at a site, if filled by bargaining unit employees substituting in those positions, will be offered based on seniority of employees who do not have conflicting hours at that site.

## **B. Overtime**

1. Overtime is defined as all work performed by the employee in excess of the standard workday or the standard workweek.
2. For employees whose average workday is four [4] hours or more, the overtime rate shall be paid for work on the sixth and seventh consecutive day.
3. For employees whose average workday is less than four [4] hours, the overtime rate shall be paid for work on the seventh day of the workweek.
4. For the purpose of computing the number of hours and days worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off or other paid leave of absence shall be considered as time worked by the employee.

5. Employees in the Bargaining Unit shall be given the opportunity to work overtime or extra hours on the basis of seniority by classification in the work location first, then by seniority in that classification throughout the district, except in emergency situations. On assignments where work location is not a factor, employees will be offered overtime or extra hours by a rotating seniority list in that classification by site. The District shall post the rotating seniority list in a conspicuous place for the employees under the Facilities and Operations Department.
6. Any cash compensation for overtime work shall be paid on the next available pay period after receipt of the time card indicating the overtime worked.

**C. Compensatory Time**

1. An employee in the Bargaining Unit may request to take compensatory time off in lieu of cash compensation for overtime work, subject to approval by the immediate supervisor and/or superintendent. Such election shall be submitted, in writing, to the immediate supervisor within five [5] working days following the day the overtime was worked. Compensatory time off shall be granted at the rate of overtime of one and one-half [1-1/2] hours of each hour worked.
2. If the employee elects to take compensatory time off in lieu of cash compensation, the employee shall take such compensatory time within twelve [12] calendar months, in partial or full day increments, with notice to and approval by the supervisor based on service needs. If the employee is unable to take compensatory time off within the twelve [12] month period, the District shall pay the employee for the accrued compensatory time off during the next available pay period.

**D. Meal and Rest Periods**

1. Employees covered by this Agreement shall receive a fifteen [15] minute rest period within each four [4] hour work period at or near the middle of the work period, when practicable.
2. Employees covered by this Agreement shall have a noncompensated meal period ranging from thirty [30] to sixty [60] minutes each standard workday at the discretion of the supervisor. When practicable, the meal period shall be scheduled at the middle of the workday. However, it is recognized that emergencies may arise and that, under such circumstances, meal periods may be delayed.
3. If a Bargaining Unit employee is required by the supervisor to work during the employee's scheduled lunch period, payment at the rate of time and one-half [1-1/2] shall be made if no other lunch period is received for that day.



**E. Part-time Employment**

1. The Board of Trustees reserves the right to establish part-time positions and employ part-time workers to perform tasks as required for the operation of the District. The District will notify the Bargaining Unit representative[s] of the Cypress Chapter #325 of the California School Employees' Association before any part-time position is established by the Board of Trustees.

**F. Alternate Work Hours**

1. Part-time instructional aides may be assigned alternative work hours, set to accommodate the Community Based Instruction (CBI) schedules in the SH classrooms. These hours shall not exceed 37.5 hours within any two week period, and notwithstanding the number of hours worked on any given day, shall be considered less than four hour a day employees for all purposes including, but not limited to, leave accrual and benefits. Leaves shall be taken on an hour for hour basis, and Section D of this article will not apply. Holidays occurring during the two week period shall be considered 3.75 hours worked.

## ARTICLE 5

### **HEALTH AND WELFARE BENEFITS**

#### **A. Acknowledgment**

The CSEA acknowledges that the yearly District insurance contribution is a vital, negotiable part of the classified employee total compensation package. Medical, dental, vision and life insurance coverage will be provided all full-time employees at no cost to the employee, except as provided in Section D, below.

#### **B. District Contribution**

The District and the Association shall negotiate an annual district contribution towards employee insurance coverage (health, dental, vision, and life) for regular, full-time employees who work at least equivalent to six [6] hours per day. The District will pay a prorated amount for regular, part-time employees covered by this Agreement working the equivalent of four [4] to six [6] hours per day. Classified employees who work less than equivalent to four [4] hours per day are not eligible to participate in the health benefits program.

Effective 2008-09, the District will contribute a percentage amount toward employee and retiree health benefit plans, based upon plan selections as follows:

	Kaiser HMO	United Healthcare HMO	United Healthcare PPO
Employee only	100%	100%	85%
Employee + one dependent	88%	58%	50%
Employee + family	88%	58%	40%

#### **C. Insurance Plan Offerings**

The District will offer benefit-eligible employees three fully insured health insurance options: Kaiser HMO, United Healthcare HMO, and United Healthcare PPO, as well as life insurance coverage of \$30,000, vision, and dental coverage.

In addition, the District will provide all benefit-eligible employees with employee-only dental, vision, and life insurance, and employee dependent dental for those employees who have dependent health. Any costs for insurance above the District's contribution shall be paid by the employee on a tenths basis.

Employees are not required to select medical insurance in order to be eligible for employee-only dental, vision, and life insurance at no cost to the employee.

## **D. Employee Contributions**

Benefit-eligible employees represented by the Association will receive medical, dental, vision, and life insurance coverage as follows:

1. Full-time classified employees who work at least six [6] hours per day will have access to all available health benefits programs. They will pay any published employee costs for specific plans, computed as the actual difference between the cost of the plan they select and the full negotiated district contribution.
2. Part-time classified employees who work at least equivalent to four [4] hours per day but less than six [6] hours per day will be eligible to participate in the health benefits program, but they will be required to pay one-half of the negotiated district contribution amount, plus any other published employee costs for the specific plan selected. Employees currently accessing the plan and hired by the District prior to April 14, 1999 currently pay a pro-rated amount of \$1,500. Effective October 1, 2008, this \$1,500 pro-rated amount will be increased by \$200 each year until the amount equals 50% of the district contribution for the plan selected, plus any other published employee costs for that specific plan.
3. The balance of health benefit costs will be deducted from the employee's wages on a tenthly basis or paid by retirees based on the plan and coverage level selected by the plan participant. Employees will have the option of participating in an IRC.

## **E. Open Enrollment**

For the 2011/12 school year, there will be an open enrollment period during the months of August/September 2011. Beginning with the 2013 calendar year, there will be an open enrollment period during the months of October/November.

## **F. Waiving Rights to Insurance Coverage**

At the time of initial enrollment and thereafter during each enrollment period, employees may elect to waive any right to health insurance benefits (medical, dental, vision). Any such waiver shall be irrevocable until the next open enrollment period or until there is a family status change. When a change in family status occurs, resulting in the loss of coverage, an employee and the employee's eligible dependents may enroll within 30 days of losing other coverage by submitting to the District an enrollment application. The loss of the other coverage must be due to ineligibility to continue the other coverage. The effective date of an enrollment resulting from loss of other coverage is no later than the first day of the month following the date that an enrollment or change of enrollment application is received. Should an employee elect a benefit waiver, it shall be clearly noted and signed by the employee, and the employee shall provide proof of other medical coverage. In the event that an employee fails to enroll or waive entitlement to health benefits, such failure shall be deemed to be selection of a Kaiser HMO Employee-Only plan. The District will contribute the full negotiated district contribution to the insurance pool for those full-time, benefit-eligible employees choosing to opt out. Employees who elect to waive any right to health insurance shall not receive any financial incentive.

## **G. Dependent Coverage**

1. There will be no predetermined amount for dependent coverage. Cost for dependent coverage is based on the cost of the plan selected.
2. Plans that cover dependents include medical and dental coverage. Vision coverage may be purchased for dependents at an additional cost.
3. Benefit-eligible employees may purchase dental and/or vision benefits for eligible dependents.

## **H. Health Insurance for Employees on Leave**

Employees covered by this Agreement on Board-approved leaves of absence without pay may continue to participate in the District's total employee health, dental, vision and life insurance benefit program at the employee's own expense, except as provided under Article 6.K.5 (Family Leave).

## **I. Termination of Benefits**

Upon separation from the District, employee benefits cease at the end of the month following the last day of paid service.

## **J. Required Medical Examinations**

1. All medical examinations required by the District shall be paid by the District.
2. The District agrees to reimburse employees represented by this Association for any cost incurred for chest x-ray or tuberculin skin tests upon presentation to the District of a valid receipt from a physician, up to the amount normally paid to the District's contracted medical provider, provided the test is a requirement for continued employment.

## **K. Insurance for Early Retirees**

1. Employees retiring *at the end of the 2003/04 year or thereafter* shall be entitled to make the same insurance selections as active employees, with the exception of life insurance, provided that the retiree makes payments in the amount of the employee's share by the first day of each month. All other retirees shall be subject to pre-existing contractual limitations.
2. Employees who retired *on or after July 1, 1991 but before the end of the 2003/04 school year* shall choose from the HMO's offered regular, active employees. The District will pay the employee's premium.

A retiree age 55 or older that moves out of the service areas of the HMO offered to regular, active employees may subscribe to any other district offered plan. The District shall contribute to such other plan an amount equal to that paid for

regular, active employees. The retired employee shall pay the difference between the balance of the cost of such plan and the amount paid by the District.

Retirees may subscribe to the District dental and/or vision plans at the retiree's own expense.

The cost of dependent medical coverage shall be paid by the retiree.

3. The following shall apply to all early retirees:
  - a. Retirees must be age 55 or older and retire under the Public Employees' Retirement System [PERS].
  - b. Employees must have been employed for a minimum of ten [10] consecutive years in the Cypress School District, and have worked in a six [6] hour, seven [7] hour, or eight [8] hour position for a total of ten [10] years. During the period of an approved leave of absence, there shall be no break in service; however, the actual period of the unpaid leave of absence will not be included in the years of service.
  - c. Group medical insurance coverage will cease for the retiree when the retiree attains age 65. Dependent medical benefits will cease at the death of the retired employee, or when the employee or dependent reaches age 65.
  - d. Eligibility stops when a retiree is employed elsewhere if he/she is covered under that employer-sponsored group health plan.
  - e. This provision will apply only to those employees who remain fully retired, as defined by PERS, until the employee reaches the age that would make the employee eligible for Medicare or Medi-Cal.

#### **L. Insurance Committee**

The Association shall provide fifty percent [50%] of the representation from recognized employee organizations on the District Insurance Committee.

#### **M. Definition**

**“Full-time employee”:** An employee working six [6] hours or more shall be considered a full-time employee for the purpose of insurance coverage.

#### **N. Historical Reference**

The current employee benefits program became effective July 1, 2004, utilizing various HMO and PPO providers. Prior to July 1, 2004, the District ran a self-funded insurance program with an open enrollment period in September of each year.

In 2006/07, the District contributed an amount toward employee and retiree benefits equal to \$6,550 times the number of participants, subject to any modification negotiated by the parties.

In 2007/08, the amount was increased to \$6,850.

## ARTICLE 6

### LEAVES

#### A. Sick Leave

Employees represented by the Association shall be entitled to accruable sick leave at the rate of one [1] day [number of hours regularly worked per day] each calendar month of employment. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six [6] days, or the proportionate amount to which he/she may be entitled, until the first day of the calendar month after completion of six [6] months of active service with the District. The calendar month for regular employees is defined as any calendar month in which the employee is in a paid status more than ten [10] days.

If such employee does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year. Accrued sick leave may be used for illness, injury, disability and personal necessity.

Unit members may use accumulated sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery therefrom. The length of such sick leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the unit member and her physician.

Employees represented by this Association shall be provided with the following:

- Each employee using less than eight [8] sick leave days within each fiscal year shall be credited with one [1] additional sick leave day.

Employees who work less than 4 hours per day may receive payment for this additional day, at the substitute rate of pay, if less than six [6] sick leave days were used within the fiscal year. Employees requesting to be paid for earned bonus days shall be compensated during the first pay period of the following academic year. Requests shall be made in writing to the payroll department by June 30th each year.

- Each employee using less than six [6] sick leave days within each fiscal year shall be credited with two [2] additional sick leave days.

Employees who work less than 4 hours per day may receive payment for these two additional days, at the substitute rate of pay, of less than four [4] sick leave days were used within the fiscal year. Employees requesting to be paid for earned bonus days shall be compensated during the first pay period of the following academic year. Requests shall be made in writing to the payroll department by June 30th each year.

1. A verification of absence form shall be submitted to the supervisor upon the employee's return.
2. Absences exceeding five [5] consecutive workdays shall require a physician's verification of illness and ability to return to work. However, should the District have evidence that a claimed absence may not meet the definitions and requirements of this Article, the District may require health care provider verification of illness for future absences. Fees charged by the provider which are directly related to providing such verification, which are incurred by the classified employee, shall be paid by the District to the extent not covered by health insurance.
3. After exhaustion of all paid sick leave and other paid leave, an employee shall receive his/her salary minus the actual amount paid to a substitute, for a period of five [5] months from the first day of illness or accident.

During this five [5] months and after five [5] consecutive workdays, if a substitute has been requested by the supervisor, and a substitute is not provided, the absent regular employee shall receive full compensation beginning with the sixth [6<sup>th</sup>] day. The absent employee will be required to provide a physician's verification of illness or disability. The District will make every effort to provide a substitute when requested.

#### **B. Use of Sick Leave for Personal Necessity**

1. During any school year, an employee in the Bargaining Unit may use not more than ten [10] days of accumulated sick leave benefits for personal necessity for the following reasons:
  - a. Death or serious illness of a member of his/her immediate family.
  - b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
  - c. Appearance in court under an official order.
  - d. Each employee shall be allowed up to four [4] days of the ten [10] days paid personal necessity leave per year on a non-cumulative basis to be deducted from the employee's accumulated sick leave, that may be taken at the discretion of the employee.
  - e. In other cases of personal necessity, the Superintendent may authorize an employee to be absent from his/her duties for a maximum of ten [10] days without loss of pay.

A written statement shall be filed, in advance, with the Superintendent explaining the absence and requesting payment for the day[s] of non-service.



- f. Immediate family, as used in this article, is defined as follows: mother, father, stepparent, grandmother, grandfather, grandchild, or step-grandchild of the classified employee or of the spouse of the classified employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or stepchild of the classified employee; or any person living in the immediate household of the classified employee.
2. Absence for personal necessity shall not be for the purpose of withholding services of assigned responsibilities.
3. The verification of absence form for these reasons shall be submitted to the supervisor by the employee upon his return.

**C. Use of Sick Leave to Care for Family Members [AB109]**

Employees represented by the Bargaining Unit shall be entitled to use current and accumulated sick leave days, not to exceed the amount of six [6] days to attend to an illness of the unit member's child, parent, or spouse. A written statement shall be filed with the Superintendent, in advance, explaining the absence.

**D. Industrial Accident and Illness Compensation Leave**

1. All regularly employed personnel represented by the Association who have completed six [6] months of consecutive service shall be entitled to industrial accident and illness leave under the following rules and regulations.
  - a. Allowable leave for each industrial accident or illness shall be during the days which the schools of the District are required to be in session or when the employee otherwise would have been performing work for the District and shall not exceed sixty [60] such days for eligible personnel for any one [1] fiscal year for the same accident. When industrial accident or illness occurs at a time when the full sixty [60] days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
  - b. The accident or illness must have arisen out of, and in the course of, the employment of the employee and must be accepted as such by the Northern Orange County Self-Funded Workers Compensation Agency.
  - c. Allowable leave shall commence on the first [1st] day of authorized absence regardless of a temporary disability indemnity award. Such leave shall not be accumulated from year to year.
  - d. When an employee is absent from duty due to an industrial accident or illness, he/she shall be paid such portion of the salary due for any month in which absence occurs and when added to his/her temporary disability

indemnity under Division 4 or Division 4.5 of the Labor Code will result in a payment of not more than his/her full salary.

- e. Leaves of absence under this article for medical/dental and related appointments will only be allowed when such appointments cannot be scheduled during non-working hours.
- f. When an employee is absent from his/her duties due to an industrial accident or illness, the employee shall submit, within the first seven [7] days of such leave, a statement from a licensed physician, or other evidence as may be required by the Board of Trustees, affirming that the industrial accident or illness does exist and did occur while performing work for the Cypress School District. The Board of Trustees may require the employee to submit to a physical examination by a physician selected by the District at any time during the leave.
- g. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave [Education Code Section #45191 and #45192], and absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity the employee may elect to take as much of his/her accumulated sick leave which, when added to temporary disability indemnity, will result in payment to the employee of not more than full salary.

When all available leave of absence, paid or unpaid, has been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall -- if not placed in another position -- be placed on a reemployment list for a period of thirty-nine [39] months and shall be employed in a vacant position in the class of his/her previous assignment for which he/she qualifies over all other available candidates. An employee who has been placed on a reemployment list as provided herein and who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

## **E. Bereavement Leave**

- 1. Employees represented by the Association are entitled to three [3] days bereavement leave that may be taken at the employee's discretion within a reasonable period of time, with no loss of pay due to the death of a member of their immediate family.
- 2. Immediate family, as used in this section, is defined as follows:
  - a. mother, father, step-parent, legal guardian, aunt, uncle, niece, nephew, grandmother, grandfather or grandchild of the employee or employee's spouse

- b. the spouse, son, son-in-law, daughter, daughter-in-law, step-child, brother, sister, brother-in-law, sister-in-law, great-grandmother or great-grandfather of the employee,
  - c. any person living in the immediate household of the employee.
3. Two [2] additional days will be granted if the death occurs or interment requires travel outside the state, or in excess of 250 miles within the state, or the deceased is the employee's child, spouse, or parent.
4. One [1] additional day will be granted if the death occurs or interment requires travel outside the state, or in excess of 500 miles within the state, and the deceased is the employee's child, spouse, or parent. The district reserves the right to request reasonable verification of bereavement.
5. Employees shall complete the Verification of Absence Form [P-404 Revised 04/99].

## **F. Jury Duty Leave**

1. Employees represented by the Bargaining Unit called for jury duty on any day or days on which they would otherwise work may apply for, and be granted, a leave of absence with regular pay and benefits. No more than two percent [2%], rounded to the next highest figure, of the employees represented by the Bargaining Unit shall be granted a jury duty leave with regular pay and benefits at any one time. This computation shall be based upon an estimated seven day average jury service.
2. Employees called for jury duty in excess of the two percent [2%] limitation are entitled to a leave of absence without pay from the Cypress School District. Service with pay shall be limited to once each school year. All employees on jury duty leaves, with or without pay, are entitled to continue in their assignments as though there were no break in service. Employees called for jury duty are to personally deliver the official jury duty summons to the classified personnel administrator. The date and time of this notification shall be recorded and shall be the basis for determining the order of granting jury duty leaves with regular pay.
3. In the case of jury service at a United States District [federal] Court, an amount equal to the daily attendance fees paid by the court to the employee granted jury duty leave with regular pay and benefits shall be reimbursed to the District. Court certification that the employee has been summoned and attended jury duty is required by the District prior to the District issuing a warrant covering the pay period in which the jury duty occurred. The employee is responsible for submitting this certification.
4. An eleven or ten month employee, for whom a substitute is normally requested, who is called for jury duty on an assigned workday and subsequently requests a postponement of jury duty to a non-workday, shall receive the substitute daily rate of pay for each day of jury duty served during those non-workdays. In order to

receive the substitute daily rate of pay, the classified employee must provide the District with appropriate documentation, including the original jury duty summons and verification of jury duty served. If the bargaining unit member performs paid service to the District during non-workdays, he/she shall not be entitled to receive the substitute daily rate of pay for those days.

## **G. Parental Leave**

1. An employee who has worked for the District for more than 12 months, may use his or her sick leave for the purpose of parental leave for a period of up to 12 work weeks during a 12 month period. When all available sick leave has been exhausted, the employee shall be paid the difference between his or her regular salary and the amount paid to a substitute, whether or not a substitute is employed, for the remaining portion of the leave.
2. The total parental and other CFRA family leave granted in any 12-month period shall not exceed 12 work weeks. The 12-month period shall commence with first use of the leave.
3. “Parental leave” is defined as leave for the purpose of bonding with the employee’s newborn child, or with a newly placed child in the employee’s household for adoption or foster care. Parental leave does not include leave taken for the employee’s disability due to pregnancy, childbirth, or recovery therefrom.
4. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least two weeks’ duration; however, the classified employee may take parental leave in increments of less than two weeks on up to two occasions.
5. The employee must give the District at least 30 days’ advance written notice of his or her intention to use parental leave and the anticipated dates of the leave, except for extenuating circumstances.
6. Leave status under this provision shall not constitute a break in service for purposes of longevity, seniority, or District benefit plans. Existing District health benefits remain active during parental leave, however the employee is responsible for paying any employee premium in excess of earnings out-of-pocket.

## **H. Other Leaves of Absence Without Pay**

1. Probationary employees may request and be granted uncompensated leave days upon approval of the superintendent. The employee who is granted such approved leave will have his/her probation period extended by the amount of time off.
2. A leave of absence without pay for five [5] working days or less requires the approval of the Superintendent. This leave may be extended by mutual agreement of the employee and the Superintendent.

3. A leave of absence without pay for more than five [5] working days [referred to as an extended leave] requires the approval of the Board of Trustees. This leave may be extended by mutual agreement of the employee and the Board of Trustees up to a total of no longer than six months. Leaves may be extended to twelve [12] months for employees involved in a paraprofessional teacher training program or any full time teacher credential program, or for child care if employed for at least nine months.
4. A leave of absence without pay may be for situations such as when an employee has exhausted all paid leave benefits or for child care.
5. At the expiration of a leave of absence of up to six [6] months under this section the employee has the right to be reinstated in his/her position and location held at the time the leave was granted, provided that he/she is physically and legally capable of performing the required duties.

If a leave of absence under this section is of a duration of six [6] months or more in a fiscal year, the employee shall:

- a. Be reassigned to his/her former position if vacant; or
  - b. Be assigned to a position in the same class, if a vacancy exists; or
  - c. With his/her concurrence, be assigned to a position in a lower class until a position in his/her former class is available; or
  - d. Be placed at the top of the reemployment eligibility list of his/her former classification for a period of thirty-nine [39] months.
6. An employee may return from a leave of absence of up to six [6] months under this section by giving the District written notification of the impending return to duty at least ten [10] working days before returning from the leave of absence.
  7. The employee shall be notified by certified mail five [5] days prior to the exhaustion of an extended leave. Failure of the employee to report for duty within five [5] working days after receipt of the written notification from the District that his/her leave expires shall be considered abandonment of the position, and the employee shall be terminated.
  8. If the employee's classification has been abolished during the employee's absence, the employee shall be laid off for lack of work and placed on the reemployment list for thirty-nine [39] months in class, in accordance with Article 14.
  9. During an extended leave of absence, an employee does not accumulate sick leave or other fringe benefits, but may participate in the District's total insurance program at the employee's own expense.
  10. An employee on an approved leave of absence is subject to the same transfer provision in this contract as an active employee.

**I. Vacation**

1. Vacation time shall be accrued on the following basis:

For computation purposes, twenty-one [21] days, or one hundred sixty-eight [168] hours, shall be considered a standard work month.

2. Earned vacation shall not become a vested right until completion of the initial six [6] months of employment. An employee terminating employment prior to six [6] full months of employment shall not receive vacation pay.
3. Vacation days shall be credited for each month in which the employee is in a paid status for more than ten [10] days.

	12 Month Employees	10 & 11 Month Employees	Part-Time & Hourly,
<u>Years</u>	<u>Days/Year</u>	<u>Days/Month</u>	<u>Prorated</u>
1-5	12	1	8 hrs./mo.
6-10	15	1-1/4	10 hrs./mo.
11-15	18	1-1/2	12 hrs./mo.
16+	22	1-5/6	14.7 hrs./mo.

The vacation credit shall be rounded to the next half day for full-time ten, eleven and twelve month employees annually.

4. Hourly and part-time employees accrue vacation benefits on a prorated basis using the following formula:  $A/B \times C = D$

A = Regularly assigned hours in a paid status.  
 B = 168 standard monthly hours.  
 C = Longevity rate shown in last column of chart above.  
 D = Earned vacation hours [computation carried out to nearest tenth].

Example: Employee "A" has been in the employ of the District for six [6] years. He/She worked eighty [80] hours for one [1] pay period.

Thus:  $80/168 \times 10 = 4.8$  hours of vacation credit.

5. Ten [10] month employees, temporarily scheduled on a part-time or hourly basis, shall accrue vacation benefits on a prorated basis using the formula in Section 4 of this procedure.
6. Vacations shall be scheduled at times requested by Bargaining Unit employees within the District's work requirements. If there are any conflicts between employees who are working within the same classification as to when vacations

will be taken, the employee with the greatest seniority will be given preference provided all other factors are equal.

- a. Twelve [12] month employees will take vacation during the twelve [12] month period following the close of the fiscal year in which it was earned. Vacation may be taken as it is accrued, with written approval of the Superintendent. Such request must be submitted through the employee's immediate supervisor. Maximum possible vacation days should be taken when school is not in session.
  - b. For 12-month employees, a maximum of ten [10] accrued vacation days will be automatically carried over annually. All accrued "carry over" days must be used in the following year, with no more than five [5] remaining by October 1.
  - c. Employees not on a twelve [12] month schedule shall take maximum possible vacations during the current fiscal year when schools are not in session, such as winter and spring recesses. Other days of vacation may be taken when school is in session as mutually agreed to by the employee and supervisor. Accrued vacation benefits not used in the current fiscal year shall be paid in July of the succeeding fiscal year.
  - d. Earned vacation benefits are usually taken in increments of four [4] hours or more. Earned vacation benefits may be taken in increments of one [1] hour or more with prior written approval of the supervisor.
  - e. Part-time and hourly employees may be paid for maximum possible accrued vacations during the current fiscal year when schools are not in session, such as winter and spring recesses. Accrued vacation benefits not used in the current fiscal year shall be paid in July of the succeeding fiscal year.
  - f. It is the intent that all vacation days will be taken before the end of the fiscal year for full-time employees working less than twelve months, and it is understood that substitutes are not generally provided when employees are on vacation.
7. An employee shall be paid for his/her accumulated vacation credit at the rate of pay applicable to the employee's last regular assignment.
  8. When an employee has accumulated the maximum allowable vacation credit and when a critical workload prevents his/her being off duty, the nature and duration of the emergency shall be reported in writing to the Superintendent through his/her immediate supervisor. The Superintendent may authorize payment in lieu of time off for vacation earned above the maximum or may permit the accumulation of excess vacation credit for the duration of the critical period.
  9. Employees shall be allowed to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the

employee supplies adequate notice regarding the basis for such interruption and termination and receives approval from his/her supervisor. The ending date of the vacation will only be extended upon prior approval of the supervisor.

## **J. Holidays**

1. Eligible members of the Bargaining Unit shall have fourteen [14] days of paid holidays each calendar year, as determined by the Board of Trustees. Holidays prescribed in the Education Code Section #45203 shall be included in these fourteen [14] days. The Association may submit input for the holidays not prescribed in the Education Code Section #45203 prior to the Board of Trustees' designation of those holidays.
2. Every day declared by the President, by the Governor of the State, by the County Board of Education or by the local governing board as a public fast, thanksgiving or holiday shall be paid holidays unless it is a special day or limited holiday. Also, any day declared a holiday for certificated employees shall also be declared a holiday for employees represented by the Association.
3. Eligibility: All regular full-time and all regular part-time Unit members will be entitled to payment for authorized holidays provided they were in a paid status during any portion of their scheduled workday immediately preceding or succeeding the holiday, unless the day preceding the holiday was an effective date of termination. Part-time employees will receive holiday pay for the same number of hours they are regularly assigned.
4. Bargaining Unit employees who are not normally assigned to duty during the holidays of December 25 and January 1 shall be paid for those two holidays, and any other holidays determined by the Board of Trustees which occur during the winter recess, provided they were on a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess period.
5. If an employee is required to work on a declared holiday, he/she shall be paid at the rate of time and one-half for the hours worked, in addition to his/her regular rate of pay for the holiday.

## **K. Family Leave (FMLA/CFRA)**

1. The District and the Association acknowledge the rights of a unit member under the Family Rights Act of 1991.
2. To qualify for this right, a unit member must have served the District continuously for at least one year.
3. The requirements and restrictions to the use of this leave will be the same as that outlined in regulations adopted by the Fair Employment and Housing Commission of the State of California and/or the EEOC.



4. Employees represented by the Association who have worked for the District for more than one [1] year shall be eligible for up to twelve [12] weeks of Family Leave within a 12-month period, commencing with the first day of the leave.

Family Leave may be used for:

- The birth of a child, care of a child, placement of a son or daughter for adoption or foster care
  - Care of the employee's spouse, child or parent [if such person has a serious health condition]
  - For a serious health condition which renders the employee unable to perform the functions of his/her position.
5. During the period of Family Leave, the employee shall be entitled to the employee's existing health care coverage at District expense for a period not to exceed twelve [12] weeks in any 12-month period. Thereafter, the employee may continue health care coverage at his/her expense.
  6. Upon request of the District, the employee may be required to submit a doctor's statement of the health conditions of himself/herself or the family members, certifying the date that the condition commenced, the probable duration of the condition and estimate of the amount of leave needed, and include a statement that the condition warrants the employee's presence to provide treatment or supervision.
  7. The employee shall give the District at least 30 days advance notice of the need for taking leave; except in emergency situations in which case, the employee shall give the District as much notice as is reasonably possible. Every effort shall be made to coordinate the leave with the beginning and/or end of a trimester [and the District may require the employee to continue his/her leave until the end of a trimester, to the extent permitted by law].
  8. Leave status under this provision shall not constitute a break in service for purposes of longevity, seniority or District benefit plans. An employee returning from Family Leave shall be entitled to the same or equivalent position.
  9. Any leave taken pursuant to this provision shall run concurrently with any other leave(s) provided for in this Article.

#### **L. Military Leave**

1. Military leave of absence shall be granted and compensated in accord with Education Code Section 45059 and the Military and Veteran's Code Section 395.
2. Applications for leave as provided herein shall be made by the employee through the appropriate supervisor to Human Resources as soon after receipt of orders as possible. A copy of official orders attesting to the call for service shall be attached to the application.

3. Employees ordered into military service in accord with this rule are entitled to full pay for up to thirty [30] calendar days each fiscal year.

## **M. Catastrophic Leave Bank**

### 1. Creation

- a. The Association and the District agree to create a Catastrophic Leave Bank effective October 1, 2008. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 2 below.
- b. For the purposes of this section, a “day” shall be any day an employee is expected to be on duty as determined by the terms of this Agreement.
- c. Catastrophic illness/accident means illness or non-work related injuries due to an accident that is expected to incapacitate the employee for an extended period of time, involving or resulting in substantial, often ruinous, medical expense and creating a financial hardship for the employee because he or she has exhausted all of his/her sick leave and other paid time off with the exception of extended illness leave.
- d. Not covered: conditions, illnesses, or accidents resulting from commission of a felony or elective cosmetic surgery. Also not included are illnesses or accidents which may be covered under the Workers’ Compensation Insurance Program.
- e. Time in the Catastrophic Leave Bank shall accumulate from year to year.
- f. Time shall be contributed to the Bank and withdrawn from the Bank without regard to the rate of pay of the Catastrophic Leave Bank participant.
- g. The Catastrophic Leave Bank shall be administered by a joint committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District.

### 2. Eligibility and Contributions

- a. All classified employees who have been on active duty with the District for at least two (2) years are eligible to contribute to the Catastrophic Leave Bank.
- b. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c. The contribution, on the appropriate form, shall be authorized by the employee and employees will need to re-apply every year.
- d. On the Monday following Labor Day, each classified employee will receive a current Sick Leave and Vacation Update Statement along with a Catastrophic Leave Bank Application.

- e. Enrollment shall occur between September 1 and September 30 of each calendar year. Failure to make a contribution shall result in termination of membership in the Bank, except for an employee on six months of unpaid leave whose membership shall be suspended during the leave period.
  - f. The annual rate of contribution by each participating employee for each school year shall be a minimum of one (1) day and a maximum of three (3) days of sick leave. Employees must have at least twenty (20) days of accrued sick leave remaining after donating to the Catastrophic Leave Bank. Contributions shall be converted to hours based on the length of the donating employees work day.
  - g. Contributions to the Catastrophic Leave Bank shall not affect the earning of additional sick leave days as stated in Article 6, Section A.
  - h. Sick leave previously authorized for contribution to the Bank shall not be returned to the employee.
  - i. If, on June 1, the Catastrophic Leave Bank balance should exceed 200 days, eligible employees who have made contributions for the past three consecutive years may suspend contributions in the following fiscal years until such time that the Bank balance falls below 100 days. All newly eligible and non-contributing members will continue to be notified annually and given the opportunity to enroll.
3. Withdrawal from the Bank
- a. Catastrophic Leave Bank participants whose sick leave and vacation leave is exhausted may withdraw from the Bank for catastrophic illness or injury.
  - b. Employees must use all sick leave and vacation leave, but not differential leave, as defined in Article 6, Section A.4., available to them before eligible for a withdrawal from the Bank.
  - c. The first fifteen (15) days of illness or disability must be covered by the employee's own sick leave, differential leave, or leave without pay the first time said employee qualifies for a withdrawal from the Bank.
  - d. If an employee is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the employee's family.
  - e. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty-five (25) days. Employees may submit requests for extensions of withdrawals as their prior grants expire. An employee's lifetime withdrawal from the Bank may not exceed fifty (50) days. Withdrawals from the bank will be based on the conversion of sick leave hours in the bank to days based on the recipient's work day.
  - f. Employees applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence

from work. Members of the Committee shall keep information regarding the nature of the illness confidential.

- g. Any fraudulent or inappropriate use of donated days will result in the employee returning any resulting overpayment of wages. The overpayment of wages will be converted by the District to days returned to the Catastrophic Leave Bank. The number of days returned shall equal the number of days fraudulently or inappropriately used by the employee.
  - h. If the Catastrophic Leave Bank does not have sufficient time to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient time to fund the request, they shall notify the employee, in writing, of the reason for the denial.
  - i. Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in Section 3.c., whichever is greater.
4. Administration of the Bank
- a. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying their requests, and communicating its decisions, in writing, to the employee participants, to the Association, and to the District.
  - b. The Committee's authority shall be limited to administration of the Bank.
  - c. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) days of receipt of the application.
  - d. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.
  - e. By October 15 of each school year, the District shall notify the Committee of the following:
    - The total amount of accumulated time in the Bank on June 30<sup>th</sup> of the previous school year
    - The amount of time contributed by employees for the current year
    - The names of participating employees
    - The total amount of time available in the Bank
  - f. The employee must waive any and all claims against the Association, the Board, the District and its officers and employees arising from the administration of the Catastrophic Leave Bank program.

- g. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

**N. Witness Leave**

Classified employees who are subpoenaed to testify as part of a legal proceeding as a result of being an employee of the Cypress School District, and which does not involve the employee being a party, will be granted paid leave from duties to fulfill the obligations of the subpoena, including travel time.

## ARTICLE 7

### **TRANSFERS**

#### **A. Definition of Transfers**

1. A transfer is the movement, either voluntary or involuntary, of an employee from one location to another, or from one supervisor to another, in the same classification.
2. A "voluntary transfer" is a transfer that is requested by the employee.
3. An "involuntary transfer" is a transfer of an employee which is initiated by the immediate supervisor, or the Superintendent or his/her designee. An employee shall be given an interview to discuss the reason for transfer. If requested, reasons will be given in writing.

#### **B. Types of Transfers**

1. Involuntary Transfer
  - a. Administrative Transfer: Any transfer initiated by the District shall be considered an administrative transfer. The District administrator shall consider length of service in the classification as one of the factors when making recommendations for transfer after consulting with the employee and supervisors involved. The employee may request an Association representative to be present during this consultation. The District administrator shall forward findings and recommendations to the employee. The Superintendent's decision shall be final.
2. Voluntary Transfers
  - a. An employee has the privilege of requesting a transfer to any position within his/her classification or lower or related classification, providing the employee meets the qualifications and has previously served in the lower classification in the Cypress School District, when a vacancy occurs. For the purpose of this section, a vacancy is defined as a position that the District intends to fill which is not to be filled by an involuntary transfer. The District administrator shall make recommendations for transfer after consulting with employee and supervisors involved. The employee may request an Association representative to be present during this consultation. The District administrator shall forward findings and recommendations to the Superintendent with a copy sent to the employee. The Superintendent's decision shall be final.

- [1] Any regular employee represented by the Association may request a transfer.
- [2] The request must be submitted in writing to the District's classified personnel administrator.
- [3] The filing of a request for transfer is without prejudice to the employee. It does not jeopardize the employee's present assignment, but reflects only a desire for professional growth. A transfer request may be withdrawn by the employee at any time prior to the final assignment by the District and the acceptance of the position by the transferring employee. A transfer request may be withdrawn by submitting a letter to the District's classified personnel administrator.
- [4] Existing openings shall be posted at each location within the District and sent to all employees in the classification. Notice of denial of transfer request, with reason for denial, will be sent for all requests that are denied.

b. The factors that shall be used in considering the selecting of an employee for a vacant position shall include, but are not limited to:

- [1] Length of service in the classification.
- [2] Previous evaluations.
- [3] Experience.
- [4] Work location and program requirements.

The District shall, where applicable, offer the vacant position to the employees based upon their master seniority list in that classification, except when [2] through [4] above justify otherwise.

- [a] If requested in writing, the supervisor shall notify -- in writing -- each applicant who is not selected and present the rationale for the decision.

## ARTICLE 8

### **SAFETY CONDITIONS OF EMPLOYMENT**

#### **A. Safety Committee Representation**

The Association may provide representation equal to other recognized employee organizations on the District Safety Committee to implement and maintain a comprehensive safety program for employees represented by the Association.

#### **B. Safety and Working Conditions**

The District shall furnish employment and a place of employment which are safe and healthful for the workers therein and shall conform to and comply with all health, safety and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

#### **C. Tools and Equipment**

The District agrees to provide all workers with the tools, materials and equipment necessary to perform their jobs, as determined by the District, and shall maintain same in a safe and healthful condition.

#### **D. Clothing**

1. If requested, the District will furnish coveralls to employees in the classifications of mechanic, maintenance worker, sprinkler maintenance worker, and gardener when they are to engage in work that may result in excessively soiled clothing. The coveralls will be checked out by the employee, as authorized by the supervisor, when the need arises and the employee requests.
2. Aprons will be furnished to all cafeteria workers upon request of the employee.
3. Upon hire, maintenance and grounds workers, custodians, technology support personnel, bus drivers/utility workers, and warehouse workers shall receive five (5) shirts and one (1) windbreaker identifying them as Cypress School District employees. Size and gender-appropriate clothing will be provided and available as needed for replacement. Absent supervisor's approval, they are required to wear this apparel as a condition of employment, as authorized by Education Code Section 45138. For safety reasons, nighttime custodians are required to wear both the identifiable shirts and a safety vest with reflective tape due to the nature of their work during the late evening.

Replacement of clothing can take place at any time by turning in the damaged article of clothing to the MOT department. In addition, replacement of clothing will be as follows:



- a. One (1) new shirt annually
- b. One (1) new windbreaker every three (3) years
- c. One (1) new vest (if required) every five (5) years

Employees have the option of purchasing additional shirts and windbreakers at their own expense. They may also purchase additional items of clothing from the District approved vendor to ensure uniform logos and wording on the garments.

Laundering of clothing is the responsibility of the employee.

Prior to receiving their final paycheck, unit members will be required to return the District supplied safety garments.

Employees are encouraged to only wear the apparel while on the job.

#### **E. Security**

An employee shall not be required to be at a District facility unless adequate security arrangements are provided by the supervisor.

#### **F. Unusual Working Conditions**

Due to unusual working conditions; i.e., heat, floods, lack of electricity, etc., causing unsafe working conditions, employees represented by the Bargaining Unit will be released with pay at the discretion of the Superintendent.

#### **G. Employee Lounges**

Employee lounges are to be available for use by any paid employee.

#### **H. Training**

1. The District will compensate bus drivers up to twelve hours at the regular rate of pay for the yearly required training. The District will provide up to an additional two hours of certified training during the driver's renewal year. With advance approval by the Director of Maintenance & Operations/Transportation (MOT), class fees associated with maintaining a certificate, including first aid training, documentation costs, and up to three hours additional training time, will be reimbursed by the District.
2. The District will provide up to six hours of paid time, as scheduled by the Food Services Director, for Food Service Seniors and Central Kitchen Seniors to get or maintain a SERV-SAFE Certificate.

## ARTICLE 9

### **PROCEDURES TO BE USED FOR EVALUATION OF EMPLOYEES**

#### **A. When Employees are to be Evaluated**

Unit members shall be evaluated in accordance with the following schedule.

1. Probationary Employee

A new employee shall become a permanent employee after serving satisfactorily for a period of six [6] months and will be evaluated at the end of the second and fifth months. The District may extend the six month probationary period up to twelve months after consultation with the Association, in which case the employee will be evaluated at least bi-monthly for the remaining probation period.

2. Permanent Employee

All permanent employees shall be formally evaluated every other year between March 1 and April 30 as long as the previous evaluation was satisfactory in all areas. Employees receiving any marginal or unsatisfactory rating on their year-end evaluation will be scheduled for a subsequent evaluation in the following year's regular year-end evaluation period. All year-end evaluations shall be submitted by the supervisor to Human Resources by April 30. An employee that does not receive an evaluation during the required time period shall be considered to have satisfactory or above performance until the next year's evaluation period.

3. Additionally, an evaluation may be made whenever a supervisor determines the employee may benefit from such evaluation as a constructive tool, if it covers a period of at least 30 calendar days, provided the employee received a formal evaluation during the prior required time period. The supervisor shall provide notice to the employee prior to the evaluation as to the reasons the evaluation is being given.

4. An employee will receive a subsequent evaluation within sixty [60] calendar days after receipt of a summary evaluation of "not satisfactory" or "marginal."

#### **B. Who Makes Evaluations**

An employee may be evaluated by any immediate supervisor under whom the employee has served for thirty [30] calendar days or more during any rating period.

### **C. Procedure to be Followed**

1. Performance evaluation reports shall be made on forms prescribed by the District.
2. The immediate supervisor (evaluator) shall present the performance evaluation report to the employee and shall discuss it with the employee in a confidential manner. Both the employee and supervisor will sign and date the evaluation. The employee shall have input into the development of specific objectives for the subsequent evaluation period.
3. Performance evaluation reports shall be based on factual information.
4. Any negative evaluation marks shall include a list of deficiencies, with supporting documentation that includes specific recommendations for improvement. Supporting documentation shall have been previously discussed with the employee, and it shall be signed and dated by both the supervisor and employee. The employee may respond to the evaluation in writing, which will be attached to the evaluation.

### **D. Appeal Process**

Permanent employees electing to appeal a summary evaluation of “marginal” or “not satisfactory” may:

1. Notify the supervisor of intent to file, within five [5] working days following the evaluation conference. A written statement by the employee in the “Comment” section of the performance evaluation may serve as proper notice at the time of review.
2. When notice of employee intent to file an appeal is indicated, the supervisor shall retain all but the employee’s copy for the five [5] working day period allowed for employee written response.
3. The employee may use his/her copy of the evaluation as a reference point from which specific written rebuttal to the performance factors cited as deficient may be prepared. Assistance in preparing this response may, if requested by the employee, be provided by the classified personnel administrator.
4. On the sixth working day following the evaluation conference, the employee shall -- with or without written rebuttal -- return his/her copy of the evaluation report to the originating supervisor. Upon receipt, the supervisor shall forward all copies for review and comment by the appropriate reviewing authority, after which the employee’s copy will be returned. In all instances the viewing authority’s comments will be considered conclusive.

## **E. Personnel Files**

1. The personnel file of each employee shall be maintained at the District's central administration office.
2. Employees shall be provided with copies of any derogatory written material ten [10] days before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material. Any written response shall be attached to the material.
3. An employee shall have the right, at any reasonable time approved by the immediate supervisor and by appointment with the classified personnel administrator, without loss of pay, to examine and/or obtain copies of any material from the employees' personnel file with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved.

## **F. Promotions**

When a permanent employee is promoted and does not successfully complete a six [6] month probationary period in a higher classification, the employee shall have the right to be placed in the former classification in which the employee has established permanency rights. Such employee shall be allowed bumping rights over other employees in the former classifications(s).

## ARTICLE 10

### **ORGANIZATIONAL SECURITY**

#### **A. Membership and Dues Deductions**

1. The District shall deduct the amount of the Association dues as may be specified by the Association under the authority of an authorization card signed by the employee and given to the employer. Such authorization shall continue in effect from year to year. Dues shall be deducted only for the employees within the represented Bargaining Unit.
2. The Association shall have the sole and exclusive right to have employee organization membership dues and service fees deducted by the District from the wages or salary of employees in the Bargaining Unit in accordance with the provisions of this Article. There shall be no charge for such mandatory agency fee deductions.
3. Deductions, together with a written statement of names and amount deducted, shall be forwarded within thirty [30] days to the Association office.
4. CSEA shall notify the District in writing to stop the automatic payroll deduction of dues. The District shall stop the deduction of such dues or fees the first payroll period after such notification.
5. CSEA shall notify the District in writing to begin or resume the automatic payroll deduction of dues. For the first payroll period occurring thirty [30] days after such written notification from the Association, payroll deductions shall be processed in accordance with standard District operating procedures.
6. CSEA agrees to indemnify and financially hold harmless the District, its Governing Board, officers, and administrators against any and all claims, demands, costs, lawsuits, including attorney fees incurred in defending said persons or District, or any other form of liability or expense, including but not limited to, all court or administrative agency costs, that may arise out of or by reason of action taken by the District for the purpose of complying with this organizational security agreement. The District shall promptly notify CSEA of any civil, administrative, or other action taken against the District as a result of its compliance with this provision.

#### **B. Association Rights**

The Association shall have the following organizational rights:

1. Right of access at reasonable times to areas in which unit members work, providing that unit members will not be interrupted while working as determined by immediate supervisor.

2. The right to use, without charge, designated bulletin boards, mail boxes and the school mail system for posting or transmission of information or notices concerning Association matters. Limited use of the telephone [local calls only] will be permitted upon the approval of the site supervisor. E-mail access shall be provided, for the current CSEA President and those who have e-mail access, for the purpose of providing meeting schedules and training notices.
3. The right to reasonable use, without charge, of district office and audio-visual equipment, facilities and buildings, except that charges may be levied for any supplies used or for any building or facility used for which the general public would be charged for use; use to be approved by responsible administrator.
4. The District shall supply a seniority list of Bargaining Unit members at the beginning of each school year. Such list shall include the name, address, classification, hours/months/days per year, and the location of all Bargaining Unit employees. The District shall also provide the Association with the same information as above regarding new employee information within fifteen [15] days of the new employee's commencement date.
5. Two copies of the Board of Trustees' meeting agenda with all non-confidential supporting information will be given to an employee designated by the Association on the same day as the Board members receive their packets.
6. Copies of documents submitted to the Board for information, action, or approval shall be provided to the Association no later than the day prior to the Board meeting at which the documents are discussed, but no sooner than they are provided to the Board Members. Copies of the adopted budget shall be provided to the Association.
7. Upon prior request, the Association shall have the right to review, at reasonable times, non-confidential material in the possession of, or produced by, the District.
8. Any time the District appoints a committee that would appropriately include a representative of the Association, the Association shall have the opportunity to select the representative and such representative shall be released from duty to attend all committee meetings. Bargaining Unit members who are members on School Advisory Committees such as School Site Councils [SSC] will be released fifteen [15] minutes early on the day of the meeting, providing the meeting is scheduled other than normal working hours. The Association does not waive its right to negotiate under any matters within the "scope" as outlined in the Educational Relations Act by appointing representatives to any such District committees.
9. The District acknowledges that it may not meet and negotiate, nor enter into any written agreements affecting members of the Bargaining Unit, over matters within the scope of representation with any individual, group or organization other than the Association.

10. The right to review Unit members' personnel files, when accompanied by the Unit member or on presentation of a written authorization signed by the Unit member.

### **C. Individual Rights**

1. Neither the District nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against unit members because of the exercise of right to engage in, or not to engage in, activities. The District shall not attempt to intimidate, restrain, coerce or discriminate against the Association's officers or any member of the Bargaining Unit from exercising its right to use Association staff or any other Association benefits available to Chapter #325 members.
2. Upon initial employment, and with each change in classification, affected members of the Bargaining Unit shall receive a copy of the applicable job description and a specification of the monthly and hourly rates applicable to his/her position, a statement of the member's regular work site(s), months per year, approximate number of hours per day, and approximate number of days per week.
3. This Agreement is posted on the district website. A printed copy may be requested from Human Resources.
4. Seniority lists shall be provided during October of each school year to each employee showing their classification in order of seniority, and all previously held classifications.

### **D. Release Time for Negotiations**

The District will grant up to one hundred twenty [120] hours of paid release time to the Association team members for negotiating wage and benefit re-openers to be effective July 1, 1995. Up to two hundred forty [240] hours will be granted to negotiate a new contract to be effective October 31, 1996.

Upon prior approval of the District's classified personnel administrator, which will not be unreasonably withheld, the Association president or designee(s) shall be authorized up to 80 hours release time for the purpose of conducting Association business in one [1] hour increments, provided the Association pays the substitute cost to the District, unless the District agrees otherwise in advance. A substitute will only be called if the District would normally have called a substitute for an absence other than provided by this Article or the absence is in excess of one day.

The Association shall be allowed ten [10] paid days to be used as released time for the purpose of attending the annual Association conference provided that the Association shall reimburse the District for the cost of substitutes actually called if a substitute would normally be called.

**E. New Employee Orientation**

As part of the orientation of a new employee, the District shall provide the employee with CSEA introduction materials and CSEA contact information.

**F. Management Rights**

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.



## ARTICLE 11

### **PROCEDURES FOR PROCESSING GRIEVANCES**

#### **A. Definitions**

1. A “grievant” shall mean any member or members of this unit or the Association filing a grievance with the District.
2. A “grievance” shall mean a written statement by a grievant that a dispute exists involving the interpretation, application or violation of this Agreement.

Note: Other matters not covered by this section are to be processed through the District complaint procedure.

3. “Day” shall mean any day in which the District Office is open for business.
4. “Superintendent’s designee” shall mean the administrator designated by the Superintendent to assist in processing grievances.

#### **B. Informal Procedure**

1. The best resolution of a problem is at the lowest possible level. Therefore, not later than twenty [20] days following the incident which prompted the complaint, any person who feels aggrieved should first discuss the complaint with the immediate supervisor in an effort to resolve the problem through discussions and informal means.
2. The grievant may have a representative who is an employee of the District at the informal level. Said representative and grievant shall obtain permission of his/her immediate supervisor and shall report back to the supervisor when the informal grievance meeting has concluded.
3. The Superintendent’s designee may be involved at the informal level at the request of the Unit member or the Unit member’s immediate supervisor.

#### **C. Formal Procedure**

1. If the problem is not resolved, the Unit member may, within twenty [20] days of the incident, which prompted the complaint, submit a written statement of the grievance and request a copy of the decision. A copy of the informal decision together with supporting reasons will be provided in writing to the employee within five [5] days after receipt of the request.

- a. In the event the grievance is not resolved, the grievant may appeal at District level. Such an appeal shall be made within five [5] days after the grievant has received the written decision from the immediate supervisor. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds upon which the grievance is based and include reasons why the decision at the previous level was not acceptable. It shall also state the name(s) of the employee's representative(s).

Copies of the appeal are to be directed to the Superintendent's designee. The Superintendent's designee shall schedule a conference with the grievant on the grievance within five [5] days after this appeal has been received with a view at arriving at a mutually satisfactory resolution of the grievance. Following the conference, and within five [5] days, the Superintendent's designee shall communicate his/her decision in writing, together with supporting reasons, to the grievant and the Association.

- b. If the grievance is not resolved, the grievant may appeal to the Superintendent within five [5] days after the decision of the Superintendent's designee has been received. The appeal shall be in writing and shall set forth specifically the reasons for the appeal. It shall be accompanied by a copy of the appeal and decision at the first formal level and shall state the reasons why the decision at the previous level was unacceptable.

The appeal shall also state the name(s) of the employee's representative(s). The Superintendent shall schedule a conference with the grievant with a notice of the conference to the representative(s) within five [5] days after the appeal has been received with a view to arriving at a mutually satisfactory resolution of the grievance. Following the conference and within five [5] days, the Superintendent shall communicate his/her decision, together with supporting reasons, in writing to the grievant and to the Association.

- c. If the grievance is not resolved at the Superintendent's level, the grievant may appeal to the Board of Trustees within five [5] days after the decision of the Superintendent has been received. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, shall be accompanied by a copy of the appeal and the decisions at the first two [2] formal levels. It shall also state the name(s) of the employee's representative(s).

The Board of Trustees shall schedule a meeting with the grievant, with notice of the meeting to the representative(s), not later than its second regularly scheduled meeting following receipt of the appeal. Following the meeting and not later than the next regularly scheduled meeting, the Board of Trustees shall communicate its decision, together with supporting reasons, in writing to the grievant and the Association. The decision of the Board of Trustees shall represent the final step in the procedures. However, this does not preclude the grievant from seeking legal remedy of the grievance through the courts. Any expense incurred by the grievant shall be assumed by the grievant unless otherwise determined by the court.

#### **D. General Provisions**

1. Failure at any level of this procedure to communicate the decision on a grievance within the specific time limits shall permit the grievant to proceed to the next level.
2. Failure at any step of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed as acceptance of the decision as rendered.
3. The time limits specified at any level of this procedure may be extended in any specific instance by mutual written agreement.
4. All communications, notices and papers required are to be in writing, shall be served personally or by United States certified mail at the last known address.
5. The grievant shall have the right of representation at each level of the grievance procedure, both informal and formal. The grievant shall be present at all levels unless mutually agreed to otherwise.
6. No reprisals shall be invoked against any person in a grievance process.
7. The Superintendent shall approve reasonable release time for the grievant and a reasonable number of representatives for processing grievances.

**ARTICLE 12**  
***CONTRACTING OUT***

During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed and is performable by employees in the Bargaining Unit.

## ARTICLE 13

### ***CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS***

- A. The administration, an employee or employee organization may initiate request for reclassification.
- B. Before changes in classification, reclassification or abolition of any position represented by the Association, the administration will consult with at least two representatives of CSEA, Chapter #325's Executive Board or Negotiations Team prior to approval by the Board of Trustees.
- C. The Reclassification Team shall have binding decision making authority in the procedures, processes, and negotiations of all reclassifications, abolition of positions and salary determination.
- D. The Board of Trustees will make the final decision regarding classification, reclassification and abolition of positions within the Bargaining Unit during the term of this Agreement.

**ARTICLE 14**  
***EFFECTS OF LAYOFF***

- A. The District shall meet and negotiate the effects of layoff of employees represented by the Association.

Layoff means termination of employment, for lack of work or lack of funds, and includes any reduction in hours, days or months of employment or assignment to a class or grade lower than that in which the employee has permanence in order to avoid interruption of employment by layoffs.

- B. Transfers shall not be used as a device to alter the effects of impending layoff, although employees, whose positions are to be eliminated, may transfer within classification, or lower classification, as herein provided:

1. General

Classified employees shall be subjected to layoff for lack of work or lack of funds only. Normally, layoffs for lack of funds will be effective at the end of the school year. Employees, including those in specially funded programs, shall be given at least 60 days' notice before the layoff becomes effective. If all or part of this District is included in a reorganization or unification and, two [2] years after the effective date of said reorganization, the Board finds there are excess employees in any given classification, they are subject to layoff. [See Education Code 45114, 45117 and 45308]

2. Order of Layoff

- a. Length of service [seniority] as prescribed herein shall be the only criterion used to effect layoffs.
- b. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.
- c. For the purpose of layoff and recall, "length of service" shall be defined to mean date of hire as a regular classified employee. Employees hired prior to 1993 are ranked according to hours in paid status up to 1993.

3. Rights of Employees Upon Layoffs

- a. A re-employment list for each class or classification subjected to layoffs will be established and maintained for at least thirty-nine [39] months or until exhausted, whichever is sooner.

- b. The names of employees who are laid off will be placed on the re-employment list in accordance with length of service in the class, plus higher classes, and they shall be re-employed in accordance therewith as vacancies occur in the class for which the list has been established. [See Education Code 45298]
- c. Persons on layoff re-employment lists resulting from lack of work or lack of funds will be re-employed over all other candidates for the position vacancy. When re-employment lists are in effect in accordance with Education Code Sections 45192 and/or 45195, and persons thereon have served in the class affecting layoffs, they will be placed on the layoff re-employment list according to seniority as if they had been in active service at the time the layoff was affected.
- d. Offer of Re-employment

When a vacancy occurs in a classification for which a layoff re-employment list has been established, the senior employee will be notified and given an opportunity to accept the vacancy. The laid off employee may decline the offer of employment and retain his position on the list. If he twice declines an appointment, his name will be removed from the list and he shall forfeit all rights to which he would otherwise be entitled.

- e. An employee required to be laid off may be assigned to a position or elect demotion to a lower classification in which he has not served, provided that there is a vacant position in the lower classification and that he can meet the minimum qualifications for the position. Opportunity to elect such assignment will be made on a previous length of service basis. In the event of future layoffs within the new class of assignment, length of service for layoff purposes will include all time served in other classifications in the District. Assignment to a position vacancy in another class, under this rule, in no manner voids the employee's layoff rights under other sections of this rule. [See Item 4., this section: Demotion in Lieu of Layoff.]

- f. Rights Upon Re-employment

A person re-employed from a layoff list shall be fully restored to his position, with all rights to permanent status restored. No seniority shall be earned during periods of separation from the service of the school district. A permanent employee who is laid off and is subsequently reinstated shall continue to accumulate seniority rights from his earliest date of entrance into the classification and/or with the Cypress School District. Layoff for thirty-nine [39] months or less shall not be considered as a separation from service with the District.

A laid-off employee who is subsequently reinstated to employment with the District shall receive credit towards additional salary increments and vacation benefits accrued prior to layoff, just as though the layoff had not occurred.

g. Acceptance of Substitute or Short-Term Employment

An employee who has been laid off for lack of work or lack of funds, and who is on a layoff re-employment list, shall be offered an opportunity for substitute or short-term assignments [as defined in Education Code 45103] in his original class in seniority order, or in any other class for which qualified, and such employment shall in no manner jeopardize or otherwise affect his status or eligibility for re-employment.

The compensation the employee receives for substitute or short-term employment in his prior classification while on a re-employment list shall not be less than the amount that the employee would receive if he were not laid off. This provision shall become invalid if the second sentence of Education Code 44956(a)(5) is revoked.

h. Layoff of Emergency, Provisional, or Limited-Term Employees

No permanent or probationary classified employee shall be laid off from any position while employees serving under emergency, provisional, limited-term, or substitute status are retained in positions of the same class.

A limited-term or substitute employee may be separated at the completion of his assignment without regard to the procedures set forth in this article.

4. Demotion In-Lieu-Of-Layoff

In lieu of being laid off, an employee may elect demotion to any class or classification, with the same or lower salary status portion, in which he has previously served under permanent or probationary status and for which he is still qualified, provided that the employee holds seniority credit with the District greater than that of the incumbent with the least seniority in the lower classification.

- a. To be considered for demotion in-lieu-of-layoff, an employee must notify the District in writing of such election not later than ten [10] days after receiving notice of layoff and rights to demotion.
- b. Any employee replaced by such demotion has the same option of demotion afforded by this rule as if his position had been abolished or discontinued.



- c. Any employee demoted pursuant to this rule shall receive the maximum of the salary range in the class to which he is demoted, provided that such salary is not greater than the salary he received in the higher classification at the time of demotion.
- d. In all cases where employees accept demotion in-lieu-of-layoff, their names shall be placed on re-employment lists for the classifications from which they were demoted. Employees may remain on the re-employment list for up to twenty-four [24] additional months beyond the thirty-nine [39] months of normal eligibility, if the Board deems that the same tests of fitness under which they qualified for the class still apply. To obtain the extension, employees must apply to the Board upon receipt of notification that the normal thirty-nine [39] month eligibility period is due to expire. The employee will be notified by the classified personnel office of this expiration thirty [30] days prior to its occurrence.
- e. An employee who is laid off may elect demotion to a lower classification based upon his total seniority with the District, not just the time served in the lower classification in either a probationary or permanent status, or he shall be allowed to bump the employee with the least seniority in the subsequent lower classification[s], provided that the employee holds seniority credit with the District greater than that of the incumbent with the least seniority in the lower classification.

5. Refusal of Limited-Term Employment

Refusal of an offer of limited-term employment shall not affect the standing of any employee on a layoff list.

6. Eligibility to Compete in Promotional Examinations

Employees on layoff lists shall be eligible to compete in promotional examinations for which they qualify.

7. Ties in Seniority Credit

When two or more employees within a classification, in which a layoff is taking place, have equal seniority, the tie in seniority credits will be broken by the following provisions and applied in the following manner. [See Education Code 45308.]

- a. The employee with greater length of service in the District will be considered senior. Ties in seniority shall not include time served in substitute status.
- b. Earliest date of original application for employment will be used to break remaining ties.

- c. Ties still prevailing after the above two methods have been applied will be broken by a toss of coins.
  - d. Ties still prevailing after a toss of the coin will be decided by lottery conducted by the classified personnel administrator.
- C. Should employment terminate due to layoff after June 30 and on or before September 1, such employee shall be entitled to continue [medical] coverage under the employee benefit plan through September 30.  
  
Should employment terminate due to layoff anytime during the year, such employee shall be entitled to continue medical coverage under the employee benefit plan for thirty [30] days from the effective date of layoff or at the end of the month, whichever is greater.
- D. The District shall meet and discuss any layoff of employees represented by the Association with the local president, or designee, or the Association prior to Board action.

## ARTICLE 15

### ***ESTABLISHING COMMITTEES***

Establish one or more committees with representatives of both the Association and District to discuss issues pertaining to the areas of transportation, discipline, and professional growth, and make recommendations to the parties for future negotiations.

# **A P P E N D I X**

- A. Classified Position Allocation List**
- B. Classified Salary Schedules**
  - Monthly**
  - Hourly**
- C. Memorandums of Understanding**

**CLASSIFIED POSITION ALLOCATION LIST**  
**RANGE IN CLASS [Promotional] SERIES**

<u>CLASS</u>	<u>RANGE</u>	<u>CLASS</u>	<u>RANGE</u>
<b>Clerical/Accounting</b>		<b>Food Service</b>	
Credential Analyst/HR Specialist	29	Central Kitchen Senior	22
Department Secretary	27	Food Service Senior	15
Ed. Svcs. Data Analyst/Tech.	27	*Food Service Assistant	9
HR/Substitute Specialist	27		
Account Clerk	26	<b>Maintenance</b>	
*Administrative Assistant	26	Lead Maintenance Worker	36
Clerk Typist III	23	Mechanic	32
Translator	21	Maintenance Specialist/Plumber	32
Family Resource Assistant	19	Lead Sprinkler/Gardener Technician	30
*Office Assistant	19	Grounds Equipment Operator	24
		*Head Custodian	24
<b>Student Support</b>		MOT Rover	24
Program Manager-Early Learning	36	Custodian/Warehouse Worker	22
Licensed Vocational Nurse	29	Custodian	21
Resource Center Technician	25		
Preschool Teacher	21	<b>Transportation</b>	
Health Assistant	19	Lead Transportation Worker	28
Library Clerk	19	Food Service Delivery Worker	22
Paraeducator/SH, FT	19	*Bus Driver/Utility Worker, FT	22
Paraeducator/SH, PT	19		
Instructional Assistant (Preschool)	19	<b>Technology</b>	
*Instructional Aide/Spec. Ed.	15	Technology Services Lead	38
Instructional Aide/ELD	12	Technology Maintenance Technician	34
Instructional Aide (Preschool)	12		
Lead Student Activity Supervisor	8		
Student Activity Supervisor	7		

\* Indicates benchmark position

**NIGHT DIFFERENTIAL:** Employees working more than 50% of their shift after 5:00 p.m. shall receive an additional 5% wage differential.

**CLASSIFIED SALARY SCHEDULE – MONTHLY, *Effective 7/1/2018***

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	\$2,116.34	\$2,228.87	\$2,344.05	\$2,461.93	\$2,581.13
2	\$2,171.26	\$2,279.73	\$2,401.63	\$2,518.18	\$2,652.11
3	\$2,228.87	\$2,344.05	\$2,461.93	\$2,581.13	\$2,717.77
4	\$2,279.73	\$2,401.63	\$2,518.18	\$2,652.11	\$2,784.75
5	\$2,344.05	\$2,461.93	\$2,581.13	\$2,717.77	\$2,857.06
6	\$2,401.63	\$2,518.18	\$2,652.11	\$2,784.75	\$2,920.00
7	\$2,461.93	\$2,581.13	\$2,717.77	\$2,857.06	\$3,001.72
8	\$2,518.18	\$2,652.11	\$2,784.75	\$2,920.00	\$3,072.71
9	\$2,581.13	\$2,717.77	\$2,857.06	\$3,001.72	\$3,146.38
10	\$2,652.11	\$2,784.75	\$2,920.00	\$3,072.71	\$3,230.79
11	\$2,717.77	\$2,857.06	\$3,001.72	\$3,146.38	\$3,305.76
12	\$2,784.75	\$2,920.00	\$3,072.71	\$3,230.79	\$3,394.18
13	\$2,857.06	\$3,001.72	\$3,146.38	\$3,305.76	\$3,478.58
14	\$2,920.00	\$3,072.71	\$3,230.79	\$3,394.18	\$3,568.34
15	\$3,001.72	\$3,146.38	\$3,305.76	\$3,478.58	\$3,659.40
16	\$3,072.71	\$3,230.79	\$3,394.18	\$3,568.34	\$3,751.82
17	\$3,146.38	\$3,305.76	\$3,478.58	\$3,659.40	\$3,842.91
18	\$3,230.79	\$3,394.18	\$3,568.34	\$3,751.82	\$3,939.36
19	\$3,305.76	\$3,478.58	\$3,659.40	\$3,842.91	\$4,041.16
20	\$3,394.18	\$3,568.34	\$3,751.82	\$3,939.36	\$4,141.61
21	\$3,478.58	\$3,659.40	\$3,842.91	\$4,041.16	\$4,240.72
22	\$3,568.34	\$3,751.82	\$3,939.36	\$4,141.61	\$4,349.21
23	\$3,659.40	\$3,842.91	\$4,041.16	\$4,240.72	\$4,457.73
24	\$3,751.82	\$3,939.36	\$4,141.61	\$4,349.21	\$4,570.24
25	\$3,842.91	\$4,041.16	\$4,240.72	\$4,457.73	\$4,688.11
26	\$3,939.36	\$4,141.61	\$4,349.21	\$4,570.24	\$4,807.32
27	\$4,041.16	\$4,240.72	\$4,457.73	\$4,688.11	\$4,926.53
28	\$4,141.61	\$4,349.21	\$4,570.24	\$4,807.32	\$5,041.72
29	\$4,240.72	\$4,457.73	\$4,688.11	\$4,926.53	\$5,172.99
30	\$4,349.21	\$4,570.24	\$4,807.32	\$5,041.72	\$5,301.58
31	\$4,457.73	\$4,688.11	\$4,926.53	\$5,172.99	\$5,431.51
32	\$4,570.24	\$4,807.32	\$5,041.72	\$5,301.58	\$5,569.47
33	\$4,688.11	\$4,926.53	\$5,172.99	\$5,431.51	\$5,708.77
34	\$4,807.32	\$5,041.72	\$5,301.58	\$5,569.47	\$5,849.41
35	\$4,926.53	\$5,172.99	\$5,431.51	\$5,708.77	\$5,995.40
36	\$5,041.72	\$5,301.58	\$5,569.47	\$5,849.41	\$6,141.41
37	\$5,172.99	\$5,431.51	\$5,708.77	\$5,995.40	\$6,295.46
38	\$5,301.58	\$5,569.47	\$5,849.41	\$6,141.41	\$6,448.16

<b>LONGEVITY</b>	
Effective 7/1/2016, longevity pay will be granted to all eligible employees in the Bargaining Unit as follows:	
Number of complete years for which service recognition is received:	Monthly amount employee receives above his/her regular pay:
6	3.5%
11	7.0%
16	10.5%
20	14.0%
25	17.5%

**CLASSIFIED SALARY SCHEDULE – HOURLY, Effective 7/1/2018**

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	\$12.596	\$13.267	\$13.951	\$14.654	\$15.364
2	\$12.923	\$13.570	\$14.296	\$14.987	\$15.785
3	\$13.267	\$13.951	\$14.654	\$15.364	\$16.176
4	\$13.570	\$14.296	\$14.987	\$15.785	\$16.577
5	\$13.951	\$14.654	\$15.364	\$16.176	\$17.007
6	\$14.296	\$14.987	\$15.785	\$16.577	\$17.379
7	\$14.654	\$15.364	\$16.176	\$17.007	\$17.867
8	\$14.987	\$15.785	\$16.577	\$17.379	\$18.288
9	\$15.364	\$16.176	\$17.007	\$17.867	\$18.729
10	\$15.785	\$16.577	\$17.379	\$18.288	\$19.231
11	\$16.176	\$17.007	\$17.867	\$18.729	\$19.678
12	\$16.577	\$17.379	\$18.288	\$19.231	\$20.203
13	\$17.007	\$17.867	\$18.729	\$19.678	\$20.705
14	\$17.379	\$18.288	\$19.231	\$20.203	\$21.240
15	\$17.867	\$18.729	\$19.678	\$20.705	\$21.781
16	\$18.288	\$19.231	\$20.203	\$21.240	\$22.332
17	\$18.729	\$19.678	\$20.705	\$21.781	\$22.873
18	\$19.231	\$20.203	\$21.240	\$22.332	\$23.449
19	\$19.678	\$20.705	\$21.781	\$22.873	\$24.053
20	\$20.203	\$21.240	\$22.332	\$23.449	\$24.652
21	\$20.705	\$21.781	\$22.873	\$24.053	\$25.242
22	\$21.240	\$22.332	\$23.449	\$24.652	\$25.888
23	\$21.781	\$22.873	\$24.053	\$25.242	\$26.533
24	\$22.332	\$23.449	\$24.652	\$25.888	\$27.202
25	\$22.873	\$24.053	\$25.242	\$26.533	\$27.904
26	\$23.449	\$24.652	\$25.888	\$27.202	\$28.615
27	\$24.053	\$25.242	\$26.533	\$27.904	\$29.324
28	\$24.652	\$25.888	\$27.202	\$28.615	\$30.009
29	\$25.242	\$26.533	\$27.904	\$29.324	\$30.791
30	\$25.888	\$27.202	\$28.615	\$30.009	\$31.554
31	\$26.533	\$27.904	\$29.324	\$30.791	\$32.328
32	\$27.202	\$28.615	\$30.009	\$31.554	\$33.151
33	\$27.904	\$29.324	\$30.791	\$32.328	\$33.982
34	\$28.615	\$30.009	\$31.554	\$33.151	\$34.819
35	\$29.324	\$30.791	\$32.328	\$33.982	\$35.686
36	\$30.009	\$31.554	\$33.151	\$34.819	\$36.554
37	\$30.791	\$32.328	\$33.982	\$35.686	\$37.475
38	\$31.554	\$33.151	\$34.819	\$36.554	\$38.381

<b>LONGEVITY</b>	
Effective 7/1/2016, longevity pay will be granted to all eligible employees in the Bargaining Unit as follows:	
Number of complete years for which service recognition is received:	Monthly amount employee receives above his/her regular pay:
6	3.5%
11	7.0%
16	10.5%
20	14.0%
25	17.5%

## MEMORANDUMS OF UNDERSTANDING and SIDE LETTERS

Full text is available on the CSD intranet webpage:  
(Departments > Human Resources > Employee Contracts)

April 16, 1997	Substitute Wage Agreement
July 19, 2000	Health Insurance Plan Modifications
July 19, 2000	District Health Benefit Contribution Increase for 2000-01, Section 125 Notification, and Health and Welfare Benefits Negotiations Agreement
October 24, 2000	Instructional Aide Extra Hours (SH II)
June 14, 2001	SB1193 Staff Development Funding for Instructional Aides, 2001-02
April 29, 2002	Calculation of Health Insurance Premiums for 2002-03
August 27, 2002	Health Insurance Plan Modifications and Additional Premium for 2002-03
November 6, 2002	SB1193 Staff Development Funding for Instructional Aides, 2002-03
January 17, 2003	Classified Furlough on Certificated Staff Development Day, January 24, 2003
July 29, 2003	Calculation of Health Insurance Premiums for 2003-04
November 21, 2003	SB1193 Staff Development Funding for Instructional Aides, 2003-04
June 8, 2004	Waiver of Health Benefits and Dental-only Dependent Coverage
July 13, 2004	Leave of Absence for Paraprofessional Teacher Training Program Participation
December 21, 2004	SB1193 Staff Development Funding for Instructional Aides, 2004-05
May 1, 2005	Distribution of Insurance Fund Savings
June 16, 2005	Distribution of Insurance Fund Savings and 2005-06 Premium Adjustment
July 28, 2005	Job Classification Revision, Reclassification, and Creation (Grounds/Transportation)
September 15, 2005	SB1193 Staff Development Funding for Instructional Aides, 2005-06
November 10, 2005	Transfer Rights, Voluntary Demotion
October 10, 2006	SB1193 Staff Development Funding for Instructional Aides and Paraprofessionals, 2006-07
October 9, 2007	SB1193 Staff Development Funding for Instructional Aides and Paraprofessionals, 2007-08
October 14, 2008	SB1193 Staff Development Funding for Instructional Aides and Paraprofessionals, 2008-09
November 5, 2008	Inclusion of Confidential and Classified Management Employees in Classified Catastrophic Leave Bank
December 9, 2008	Suspension of Annual Collective Bargaining Process for 2008-2009
December 9, 2009	2009/10 Staff Development Compensation
May 14, 2010	Unpaid Furlough Days and Layoffs for 2010-2011

### Appendix C



October 14, 2011	2011/12 Staff Development Compensation
November 15, 2011	Restoration of Furlough Days for 2011-2012
September 13, 2012	Furlough Days for 2012-2013
October 8, 2012	2012/13 Staff Development Compensation
September 18, 2013	2013/14 Staff Development Compensation
September 18, 2013	Health Benefit Program Modifications
November 5, 2013	Inactive MOT Rover and Receptionist/Clerk II Classifications
January 10, 2014	New Job Classification: Licensed Vocational Nurse
August 29, 2014	2014/15 Staff Development Compensation
October 23, 2014	Restoration/Revision of Positions Affected by Layoff
November 17, 2014	Position Restoration Discussion
August 11, 2015	2015/16 Staff Development Compensation
March 30, 2018	New Hire Orientation and Employee Data (AB 119)

## Appendix C