

**LUCIA MAR UNIFIED SCHOOL DISTRICT**

602 Orchard Street, Arroyo Grande, CA 93420

Agreement Between The

**LUCIA MAR UNIFIED SCHOOL DISTRICT**

And The

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**July 1, 2017– June 30, 2020**

Ratified by CSEA:

December 13, 2017

Ratified by LMUSD Board of Education:

January 23, 2018

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AGREEMENT BETWEEN THE  
LUCIA MAR UNIFIED SCHOOL DISTRICT

and the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

PREAMBLE:

This is an Agreement made and entered into this 23<sup>rd</sup> day of January 2018, between the Lucia Mar Unified School District (hereinafter referred to as the "District"), and the California School Employees Association (hereinafter referred to as "CSEA").

District representative:

Raynee Daley, Ed.D., Superintendent  
Lucia Mar Unified School District  
602 Orchard Street  
Arroyo Grande, CA 93420

CSEA representative:

Mrs. Deanna Teixeira, President  
California School Employees Association  
P.O. Box 670  
Nipomo, CA 93444

ARTICLE I  
RECOGNITION

Acknowledgment: The District recognizes CSEA as the exclusive bargaining representative for the following unit of classified employees:

1. All positions not listed on the management, supervisory, confidential or unrepresented salary schedule are included as classified bargaining unit positions.
2. The bargaining unit excludes substitute and short-term classified employees.
3. Noon Duty Supervisors
  - a. "Noon Duty Supervisor" positions shall be considered included in the bargaining unit only when the employee performing those duties holds another bargaining unit position in the District.
  - b. The District shall add the hours served by a bargaining unit member in a Noon Duty Supervisor position to the hours served in their bargaining unit assignment to determine the total hours worked for the purpose of establishing the member's rights and entitlements under Article XI (Health and Welfare Benefits) including, but not limited to, eligibility for health benefits, the District's maximum premium contribution, and the member's required contribution. Should the addition of Noon Duty Supervisor hours to an employee's regular bargaining unit position qualify that employee for health benefits, participation in health benefits shall be optional to that employee.
  - c. The District shall add the hours served by a bargaining unit member in a Noon Duty Supervisor position to the hours worked in their regular assignment to determine the total hours worked for the purpose of calculating prorated statutory fringe benefit entitlements under Education Code section 45136 (e.g. sick leave, vacation, etc.) and for the purpose of calculating appropriate retirement benefit contributions to CalPERS.
  - d. When an employee solely holds a Noon Duty Supervisor assignment they shall not be considered part of the bargaining unit.

## ARTICLE II

### MISCELLANEOUS

#### 1. Seniority Lists

The District will provide CSEA with an updated seniority list semi-annually. Seniority will be determined by date of hire within each classification, excluding time spent in a break of service. Tie breakers will be as follows:

1. Original hire date in district; 2. Last four digits of Social Security Number--highest number equals highest seniority.

#### 2. CSEA/District Meetings

The parties agree to meet at the request of either party and to meet no less than once a month.

#### 3. District 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. Included in, but not limited to, those duties and powers are the exclusive right to: determine the times and hours of operation; determine the type and level of service to be provided and the method and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and types of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, classify, evaluate, promote, terminate, and discipline employees.

A. The exercise of foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

B. The District retains its right to temporarily amend, modify, or rescind policies and practices set forth in this Agreement in emergency circumstances arising from extraordinary unforeseen events.

ARTICLE II – Miscellaneous (Continued)

C. The exercise of, or the failure to exercise management's rights in a particular manner shall not be deemed to be a waiver of the District's right to exercise the rights in a different manner at a different time as long as the exercise, or failure to exercise, does not violate an express provision of this Agreement. Any grievances arising out of the application or failure to apply this section shall be limited to the sole issue of whether a substitute provision of any other article or section of this Agreement has been violated.

4. Agreement Not to Strike

The CSEA hereby agrees that neither it nor its members, agents, representatives, the employees, or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever during the term of this Agreement. In the event of any strike, walk-out, or work stoppage or threat thereof, the CSEA and its officers will make a good faith effort to end or avert the same.

5. Yearly Identification of Bargaining Unit Members

The President of CSEA shall be given the names of all employees within the bargaining unit by October 1 and any changes during the school year. The President, CSEA, shall be given a copy of Board personnel actions following each board meeting at which personnel action is taken.

6. Distribution of Contract

Distribution of Contract: within 30 days after the execution of this contract, the District shall provide without charge an electronic or printed copy of this contract to every unit member. Employees who become unit members after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment. The District shall notify unit members of contractual changes.

7. CSEA Right to Use District Mail

Subject to reasonable regulation, CSEA shall have the right to use without charge District bulletin boards, mailboxes, and the use of the District mail system.

ARTICLE II – Miscellaneous (Continued)

8. CSEA Right to Access Work Areas

Subject to reasonable regulation, CSEA shall have the right of access to areas in which employees work. CSEA representatives shall identify themselves and state the purpose of their visit immediately upon arrival at a District facility. Access shall not be used in any way to interrupt or interfere with District operations or the work of an employee.

The District and CSEA will work to create a video onboarding module for all new bargaining unit members to view for orientation for the purposes of educating new hires on the benefits of union membership.

9. CSEA President Release Time

Upon proper application and approval, the District will grant to the CSEA chapter president or designee, a total of 160 hours leave of absence per fiscal year to conduct or participate in CSEA business.

10. Professional Courtesy

Bargaining unit members with school-age children may request transfer of their student/child to another school pursuant to current Board policy AR 5111.12(a).

11. CSEA Participation in District Committees

CSEA will be offered the opportunity to have representation on any district committees which affect classified employees.

12. Community Volunteers and Civic Center Act Permits

The District and CSEA recognize community volunteers may provide a variety of voluntary services to benefit the District and that the District must also process Civic Center Act requests pursuant to Board policy from groups seeking to use District property. Such Civic Center Act use of District property may be conditional based upon services to be performed by the group seeking the permit. The District shall ensure that work performed by community volunteers and Civic Center Act permittees shall not: (1) harm bargaining unit positions, (2) create additional layoffs because of such work, or (3) create additional work for bargaining unit employees. When necessary, a District employee in the appropriate classification shall be assigned to supervise volunteer work.

ARTICLE II – Miscellaneous (Continued)

13. Classification Review

The District recommendations regarding revisions to existing job descriptions shall be brought to the Association for discussion and approval.

## ARTICLE III

### SAVINGS PROVISION

In the event that any provision of this Agreement shall at any time be declared invalid by any legislative body, administrative agency or court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement and all remaining provisions shall remain in full force and effect.

## ARTICLE IV

### HOURS OF EMPLOYMENT

1. The regular workweek of a full-time unit member shall consist of five (5) consecutive days of eight (8) hours per day and 40 hours per week exclusive of duty-free meal periods. Unit members working less than 40 hours a week on a regular basis are not full-time whether or not they are eligible for any benefits accruing to full-time members. This article shall not restrict the extension of the workday or workweek on any overtime basis based on the provisions of this Agreement.
  - A. Any changes to an employee's work schedule shall be by mutual agreement of the employee and their immediate supervisor, except in an emergency situation to carry on the business of the District. Should mutual agreement not exist, the District and Association shall meet to resolve the issue. Changes of schedule shall only be for a verifiable operational need of the District and shall not be for punitive, disciplinary, and/or arbitrary and capricious reasons. No change of schedule shall occur with less than a prior three (3) day written notice, unless agreed to by the unit member.
  - B. Acceptance of overtime is voluntary on the part of the employee, except in emergency situations.
  - C. An "emergency" for the purposes of this Article is defined as the effects of natural, manmade, war-caused emergencies, or circumstances which could not have been planned for.
2. By mutual agreement of the department supervisor and the employee, a unit member may work temporary flexible non-standard starting and ending time workdays based upon demonstrated needs of the department. This clause shall not be used to avoid overtime. The unit member shall not be evaluated or disciplined in any way for declining a temporary flexible schedule.
3. Summer Hours - An alternative schedule during the summer recess period as identified in the annual classified calendar may be adopted by designated employees. The schedule shall include the following:
  - A. The week of the Fourth of July holiday will be a regular eight (8) hour workweek due to holiday pay.
  - B. Summer school employees will work the standard workweek. 12-month employees that are affected by summer school, such as site Custodians, foodservice, secretaries and warehouse employees may work an alternative schedule with their supervisor's approval.

ARTICLE IV – Hours of Employment (Continued)

- C. It is also understood that certain designated employee’s workweeks may be staggered or the schedule may change from regular to alternative during the summer period to include all work calendars.
- D. Each individual department will vote to determine if they will adopt an alternative work schedule. If a majority vote “yes”, the entire department will go on the alternative schedule. The schedule shall be one of the following choices:
  - 1. A four (4) day week, Monday through Thursday, the workday beginning at 7:00 a.m. and ending at 5:30 or 6:00 p.m., depending on the length of the lunch hour.
  - 2. Departments may vote on a schedule of four (4) days of nine (9) hours and one (1) day of four (4) hours, Monday through Friday, the workday beginning and ending as designated by the department administrator. Start time would be no later than 8:00 a.m.

Upon approval by department administrator, a combination of option 1 and 2 may be adopted by a department.

- 4. When assigned to day shift, Custodians' workweek shall be 40 hours and the workday shall be eight (8) hours exclusive of a duty-free meal period of no less than 30 minutes nor more than one (1) hour as assigned by the District. The regular workweek of a full- time night Custodian shall be 37½ hours and the regular workday shall be 7½ hours, exclusive of a duty-free meal period of no less than 30 minutes nor more than one (1) hour as assigned by the District. Any Custodian working six (6) hours or more starting at 2:00 p.m. or later will receive a paid half hour lunch. (EC45128)
- 5. The District will provide compensation or compensatory time off at a rate equal to one and one half (1½) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime. Overtime is any time worked in excess of eight (8) hours in any one workday or any time in excess of 40 hours in any calendar week. If the governing board establishes a workday of less than eight hours but seven hours or more and a workweek of less than 40 hours but 35 hours or more for certain classes of classified positions, all time worked in excess of the established workday and workweek for those classifications shall be deemed to be overtime.

#### ARTICLE IV - Hours of Employment (Continued)

Overtime work in a job classification (excluding the transportation department) normally will be offered to the incumbent employee at the site or in the affected department. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the unit member. The employee may elect to receive compensatory time off for overtime hours worked, not to exceed 40 hours total at any one time. After the employee has accumulated 40 hours of compensatory time, the immediate supervisor shall be entitled to determine the form of such compensation offered. When compensatory time off is authorized in lieu of cash compensation, such compensatory time must be used by the end of the current quarter in which the overtime was worked, unless time was earned during the final month of the quarter, in which case it shall be taken in the next subsequent quarter. The immediate supervisor will work with the employee in setting a schedule where the compensatory time can be taken without loss to the employee and without impairing the services to the District.

If the compensatory time has not been taken within the quarter in which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay. The designation, authorization and allocation of any overtime shall rest solely with the District.

6. Notwithstanding Sections 1 and 4 of this Article, the workweek for any unit member having an average workday of four (4) hours or more during the workweek on a regular basis shall consist of not more than five (5) consecutive working days. Such a unit member shall be compensated for any work required to be performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day at the rate equal to one and one-half (1½) times the employee's regular rate of pay. Overtime work in a job classification will normally be offered to the incumbent employee at the site or in the affected department. (EC45131)
7. A unit member having an average workday of less than four (4) hours during a workweek on a regular basis shall, for any work required to be performed on the seventh day following commencement of his/her workweek, be compensated at a rate equal to one and one-half (1½) times the regular rate of pay. (EC45131)
8. When a unit member is required to lay over for 30 minutes or less for the next assignment, the unit member shall be compensated as if working.
9. Any employee called back or called in during non-duty hours shall be paid a minimum of two (2) hours.

## ARTICLE IV - Hours of Employment (Continued)

10. Employees assigned more than four (4) hours a day on a regular basis shall be entitled to an unpaid duty-free lunch period of at least 30 minutes. Food service employees assigned more than four (4) hours a day, but not more than six (6) hours per day shall take the 30 minutes unpaid duty-free lunch at the end of their assigned shift. Example: A 5.5 hour food service employee scheduled for 7:00 a.m. – 1:00 p.m. may leave at 12:30 p.m. to begin their “lunch.” This is an example of the employee taking lunch at “end of shift.” An eligible employee required to work without a lunch period shall receive pay for same at the rate of time and one-half (½).

Except in emergency situations all bargaining unit employees shall be granted paid rest periods of not less than 15 minutes for each consecutive four (4) hours of work in any one workday.

The District and Association agree that it is in the best interest for bargaining unit member health and work performance that they take their duty free rest breaks and lunch period.

11. In spite of the adoption of separate work schedules for the certificated and the classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.

12. Food Service Assignments

- A. It is understood and agreed that assignments at the beginning of each school year will be made according to the needs of the District. Cafeteria schedules may change according to the size of the school, boundary changes, enrollment patterns, and so on.
- B. Increases in food service assignment daily hours or transfers shall be offered to existing employees in that classification as follows: (1) Increases in daily assignments of 30 minutes or less shall be offered to those employees by seniority at the specific site, or (2) increases in daily assignments of over 30 minutes shall be offered to employees in that classification throughout the district who complete the application process based on seniority, unless, in either situation, the District notifies the CSEA in writing and establishes good cause why no transfer should occur through discussion and/or meetings with CSEA, Human Resources and employee. Any decrease in hours in excess of 30 minutes will be negotiated with the CSEA.
- C. A food service employee who transfers, or whose hours are increased, shall serve a trial period not to exceed 30 working days. An oral progress conference shall be held after 15-20 days. An employee who does not satisfactorily complete the trial period shall return to the employee’s former status.

ARTICLE IV - Hours of Employment (Continued)

13. Assignment of Daily Bus Routes

- A. It is understood and agreed that assignments at the beginning of each school year will be made according to the needs of the District. Bus routes may change according to the size of the school, boundary changes, enrollment patterns, and freeze and shuttle.
- B. The bid list shall be an important but not sole criterion for assigning bus routes. The District retains the discretion to assign bus routes for safety reasons other than seniority by establishing good cause for the assignment through discussion and/or meetings with CSEA, the Transportation Coordinator and the employee.
- C. Drivers will bid for bus routes prior to the start of the school year on a date to be set by the District. Additional bids may occur on an "as needed" basis if mutually agreed upon by the District and CSEA. The criteria for any rebid shall be to 1) keep bids to a minimum, 2) efficiency of the department, and 3) impact on school sites. In any bid, the order of bidding will be according to the bid list with the most senior driver receiving the first opportunity to bid. The length of bus routes will be governed by the requirements of transporting students on each route. The District will make a good faith effort to prevent losses of more than 30 minutes between bidding dates. Increases of 30 minutes or more to a route will be assigned to the driver of that route until the next regular bidding date, unless the additional time would require the driver to work more than eight (8) hours a day on a regular basis.

A driver whose workday is decreased by more than 30 minutes may request and will be assigned the route of the least senior driver below him/her on the bid list with same/or the next longest workday, unless the District notifies the driver in writing of the reasons why the route will not be assigned. A driver who loses a route because of this process may also be assigned another route by this process. Student transportation for summer school programs will be awarded by a separate bid.

- D. Bus drivers hired after August 1, 2004, shall initially be placed on the bid list based on the following criteria, in order:
  - 1) Date of hire
  - 2) If the hire date is the same, the number of months experience driving a school bus
  - 3) If the number of months driving a school bus is the same, the last four (4) digits of the Social Security Number - highest number equals highest bid list placement

ARTICLE IV - Hours of Employment (Continued)

- E. The Transportation Department shall fill all vacancies with regular employees within 30 calendar days by the following process:

When a vacancy or a new bus route has been established, Transportation will offer the position to the most senior driver on the bid list. The driver has the option to accept the whole route, the base route or the mid-day portion, without exceeding eight (8) hours per day.

The senior driver offered the vacant route will be asked to sign a statement should they refuse the new or vacant position.

If the most senior driver declines the route then it will be offered to the next senior driver on the bid list. This process will be repeated until an employee accepts the route or all eligible employees decline the route.

Should the employee accept the route, Payroll and Human Resources will be notified immediately. The process then will be repeated for the resulting vacancy. This process will continue until a vacancy cannot be filled by a regular employee. At that time the vacancy will be handled by Human Resources procedures.

Vacancies that occur 30 calendar days or less prior to the next scheduled bid or the end of the regular school year may be filled by a substitute until the next bid.

A route may be operated on a test basis for not more than 20 school days without creating a vacancy.

14. Special Trip Assignments

- A. A driver who has a trip for a 24-hour period will receive 16 hours duty pay for each 24 hours.
- B. The 24-hour period will commence when the driver reports for duty. The succeeding time period will commence at the expiration of the 24-hour period.
- C. Unless other arrangements are made by the District, a reasonable allowance for lodging will be provided drivers who are assigned to a trip exceeding 16 hours.
- D. A driver may request to be off duty without pay during hours not driving. This request must be made to the District prior to trip departure.
- E. A driver may not exceed 16 hours of consecutive work.
- F. During a weekday, drivers will receive regular pay for the first eight (8) hours worked and time and one-half for additional hours worked up to eight (8) for a total of 16.

ARTICLE IV - Hours of Employment (Continued)

- G. On Saturdays and Sundays, drivers will receive 1½ times normal pay and on legal holidays, drivers will receive 2½ times normal pay.
- H. Drivers will receive normal District meal allowances when on special trips outside the district.

15. Trip and trip board departmental procedure

A. Eligibility

Upon completion of 3 months' employment with the department and successful completion of field trip training and testing, school bus drivers are eligible for placement on the local trip roster. Local trips will be defined as trips that are no further south than Orcutt and no further north than San Luis Obispo.

Upon completion of 6 months employment with the department and successful completion of field trip training and testing, school bus drivers are eligible for placement on the full trip roster. The full trip roster will include all trips that the department will dispatch.

B. Assignment Criteria

Initial placement on the trip rosters will be by the bid list. Trips will be posted on Wednesday for the following trip week. Trip week will be defined as Wednesday through Tuesday. The driver at the top of the trip roster will have first choice of all trips; second driver on the roster will have the second choice, and so on until all trips are chosen. The name following the last driver choosing a trip for the week will become the top name on the roster for the next trip or group of trips posted. Trips will be offered to drivers in continuous rotation with no penalty for not taking a trip.

Final trip assignment decision will rest with the district whenever driving skill, road and traffic conditions, adverse weather, and/or operational necessity are factors. Trips may be assigned to any driver whose route location and times may reduce cost of the trip. Problems documented by the district regarding poor judgment or safety and/or state law violations by a driver will result in removal of the driver from the trip roster.

C. Oil and Fuel

It will be the responsibility of the school bus driver assigned to the trip to insure that the oil level is as required and the bus is fueled prior to departing on their assigned trip.

ARTICLE IV - Hours of Employment (Continued)

D. Cleanliness of Bus

The cleanliness of the interior of the bus, before and after the trip, will be the responsibility of the driver assigned to the trip.

E. Trip Requests

Upon completion of the trip, drivers will complete the information on the trip request and return it to the Transportation Office for tabulation on the trip roster.

Negative and positive comments pertaining to the students and the trip will be written by the driver on the back of the yellow copy of the trip request.

16. Extra Hours Assignment Procedure - Transportation

A. Eligibility

All drivers who request will be put on the extra hours list and may be assigned work utilizing this procedure. Drivers with mid-day runs, driver/trainers and driver utility people will not normally be assigned extra hours as defined in this procedure unless the assignment is the most economical use of drivers or in an emergency.

B. Assignment Criteria

All extra/overtime hours earned will be considered when assigning extra hours. Extra work will be assigned based on the following factors:

1. Meet the needs of the District.
2. Reduce cost to the maximum extent possible.
3. Equitable distribution of work among all drivers.
4. Minimal dispatching and assignment time.

C. Declining Extra Hours

Work will be assigned as soon as practical. If a driver is not able to commit to extra work when asked, such work may be immediately assigned to another employee to meet the needs of the department. Employees will not be required to work extra/overtime hours unless an emergency exists.

D. Extra Hour Review

Extra hours will be assigned as efficiently and economically as possible. Quarterly, the District and CSEA will evaluate the extra/overtime hour roster to determine if hours are being fairly assigned and formulate an action plan to correct any problem areas.

ARTICLE IV - Hours of Employment (Continued)

17. Except in emergency situations, employees retain the right to refuse additional work or overtime. "Additional work" means the time before or after a part-time employee's regular workday, up to the time when the employee has worked eight (8) hours in one (1) day.

A. Workload Concerns

Should a unit member feel that their assigned duties and responsibilities cannot be completed in a healthy and safe manner within the working hours of their assignment (not including duty free rest break(s) and/or lunch period), they shall bring their concerns to the attention of their immediate supervisor who shall investigate and make adjustments and set priorities as appropriate. If no resolution is attained, the District and Association shall meet to resolve the concerns.

18. Custodian II Assignments

A. The District and CSEA shall review each school site facility's daytime program usage to determine what, if any, cleaning can be done during the day at times when the facilities are not in use. This schedule may vary both by site and by weekday.

B. The District and CSEA shall establish at each site the site Custodian II work schedule through joint planning between the Custodial Supervisor, the site principal, and Custodian II's at each site. The site work schedule shall not include a split shift, but may include an hour lunch if necessary.

C. All site schedules shall be distributed to all Custodian II's upon adoption of the initial schedules and whenever there is a change in a school site's schedule. Schedules at each site may be reviewed prior to the start of each school year. After October 1, schedules shall ordinarily be changed only by mutual agreement of the parties. However, either party may request additional reviews of the schedule if there is an increase in site square footage, a significant increase in site student population, a significant change in the site schedule, or any other unforeseen circumstances which renders the cleaning schedule unworkable or impractical.

## ARTICLE V

### WAGES

1. Changes to the classified salary schedule shall be reflected in the current classified salary schedule Appendix C.
2. The following classifications shall have their work year extended by one (1) additional workday with full pay and all benefits for that day. Employees not completing the training will receive deduction from their vacation or other approved paid leave for training hours not completed.

Lead Secretary at each school site;  
Library Technicians at each school site;  
School Technology Assistants at each school site;  
Special Education Instructional Assistants

The purpose shall be to provide professional development and training for these classifications.

3. Total Compensation

Total compensation shall include the average cost of salaries, statutory benefits and the health and welfare package.

4. Earned Steps

Classified employees shall be advanced to the next higher step of the salary range in their classification on the first day of July following the completion of their first year of employment and each year thereafter, provided that they have served 75% of the required workdays. In all cases, absences for which full compensation is received on required workdays due to work-incurred illness or injury shall count as time worked.

5. Career Increments

A bargaining unit member who has continuously served in the employ of the District shall be granted a career increment as defined in the negotiated current salary schedule.

In determining eligibility for such career increments, the following leaves do not constitute a break in service: Time spent on earned vacation, sick leave, bereavement leave, industrial accident or illness leave for which salary benefits are provided by the District, jury duty, personal necessity leave, and military leave.

The service applicable toward career increment eligibility shall commence on the beginning date of last continuous employment. If a permanent employee has been reinstated or reemployed within 39 months of his/her last day of paid service, the district shall disregard the break in service; however, time spent in unpaid or substitute status shall not be used for career increment eligibility.

ARTICLE V - Wages (Continued)

6. Mileage, Meals and Lodging

Authorized use of a private vehicle for school district business shall be reimbursed for mileage at the rate established by the District. Such use requires prior approval of the District. Expenses for meals and lodging incurred while on approved district business shall be reimbursed at the rate established by the District.

Mileage may be claimed by an employee for any required travel between sites once the employee has arrived at the initial report-in site. Use of a personal vehicle for required travel on district business will be by mutual agreement of supervisor and the employee.

7. Promotional Increment

An employee who receives a promotion shall receive at least five (5) percent increase in regular pay up to placement on step 7 on new salary range.

8. Medical Examinations

The District agrees to provide or pay the cost of medical examinations required for continued employment in the District.

9. Tools and Equipment

If an employee provides tools or equipment for use in the course of employment with District approval, the District agrees to purchase replacement tools required as a result of breakage or theft of such tools while on District premises. The District reserves the right to provide such tools at its own expense.

10. Uniforms and Emblems

The District will pay the cost of required overalls, emblems, rain gear, aprons and jackets.

In addition, the District agrees to provide bus drivers with rain gear. Rain gear for Custodians, maintenance and grounds, and warehouse persons will be made available at work sites as needed.

11. Training

Training required and scheduled by the District shall be treated as hours worked.

12. Safety Equipment

Should the duties of an employee reasonably require use of safety equipment, the District will furnish the equipment.

ARTICLE V - Wages (Continued)

13. Reclassification

- A. All reclassifications shall be subject to consultation between CSEA and the District including but not limited to salary placement of new positions or classes of positions.
- B. Requests for reclassification may be initiated by any employee or the District on a form developed jointly by the District and CSEA.
- C. Employees wishing a review of their classification may initiate such a review by filing the form with Human Resources. This form may not be filed earlier than two years since the last review. In order to be considered for the current year, the form must be submitted to Human Resources by April 15.
- D. A committee comprised of CSEA and District representatives shall consider requests according to jointly developed procedures for reclassification and make recommendations by July 1.
- E. Once reclassified by the Board of Education, employees move to the same step in the new classification that they occupied in the old classification.
- F. Reclassifications shall be effective July 1.

14. Extended Work Out of Classification

When a classified employee is required to assume the duties of a supervisor or other higher classification, the amount of compensation to be paid the employee for this service shall be determined by the administration based according to the responsibilities involved in the individual assignment. It is not generally possible for a substitute employee to assume the same responsibility as the regular assigned employee. Therefore, the increased salary shall not be the full amount paid the absent employee, but one-half the difference between the two salaries, and will only be paid when the employee is actually assuming a higher degree of responsibility for five (5) working days within a 15 calendar day period. The supervisor involved will provide a recommendation to the Human Resources Office and each case will be handled on an individual basis.

15. Equalization Days

Employees assigned to a 12-month calendar will have a standard work year of 260 days per fiscal year. In years when the calendar exceeds 260 working days, this standardized work year will be achieved by implementing one or two equalization days. The District will select equalization day(s) and incorporate those days in the calendar. Employees selecting a different day need to submit a written request and receive District approval. Equalization days shall be taken during time school is not in session and will have no impact on the employees' annual salaries.

ARTICLE V - Wages (Continued)

16. Underpayments

If there is a payroll calculation or reporting error or error in the payment of any classified employee's salary which results in an underpayment, the District shall provide the employee with a statement of the correction and supplemental payment drawn against any available funds within five (5) workdays following determination of the error.

17. Overpayments

If there is a payroll or health and welfare benefits error resulting in an overpayment to a classified employee, the District and the employee shall work out a repayment plan in which the employee consents to a monthly payroll deduction over a period of time until the overpayment is reimbursed to the District. All repayment plans shall be reduced to writing, signed by the District and the employee, and result in full reimbursement to the District within twelve months of the payroll error. If an employee leaves District service with an outstanding repayment plan, any remaining funds owed the district shall be deducted from the employee's final paycheck. The employee shall sign a written consent to this deduction at the time of establishment of the repayment plan. No monies shall be deducted from an employee's salary absent a signed repayment plan as noted above, or by a valid court order.

18. Pay

All ten (10) month and eleven (11) month employees shall have their pay spread over eleven (11) months. All twelve (12) month employees will be paid over twelve (12) months.

ARTICLE VI

CAREER LADDERS

1. **Career Pathways to Reclassification for Grounds and Maintenance Personnel**

- A. **TO CROSS TRAIN:** Is to begin training in duties performed by a higher classification or to add additional skill ratings.
- B. **CROSS TRAINING INITIATION:** Can be initiated by a permanent employee or the supervisor at an informal meeting or at the time of the annual evaluation. The decision to cross train will be made by mutual agreement. The district is to provide training as required in the new skill rating. During the six-month cross training period, a minimum of 10% of the employee's workload will be in the skill for which the employee has applied.
- C. **PROGRESS OF CROSS TRAINING:** After the decision to cross train has been made and the training has begun, there will be an informal meeting in three (3) months to discuss the progress of the employee and whether or not cross training should continue.
- D. **EVALUATION OF CROSS TRAINING:** After six (6) months there will be a written performance evaluation of the cross training. This performance evaluation will pertain to only the cross training duties. The performance evaluation will not be placed in the employee's personnel file unless it is a favorable evaluation.
- E. **PROMOTION TO HIGHER CLASSIFICATION:** Each additional skill rating acquired within a classification shall advance the employee one step in salary range to a maximum of Range 29.
- Each additional skill rating acquired in other classifications shall advance the employee one range in salary range to a maximum of Range 33.
- The maximum salary range obtainable shall be Range 33 regardless of the number of skill ratings acquired. An employee may acquire only one additional skill rating per fiscal year.

**F. FACILITIES MAINTENANCE OPERATIONS SKILL RATINGS**

1. Grounds Maintenance Worker I with Additional Skill Ratings

Irrigation & Drainage Level I	Range 22
Irrigation & Drainage Level II	Range 23
Irrigation & Drainage Level III	Range 24
Heavy Equipment Operator Level I	Range 25

2. Grounds Maintenance Worker II with Additional Skill Ratings

Irrigation & Drainage Level I	Range 24
Irrigation & Drainage Level II	Range 25
Irrigation & Drainage Level III	Range 26
Heavy Equipment Operator Level I	Range 27

3. Maintenance Worker with Additional Skill Ratings

Carpenter Level I	Range 24
Carpenter Level II	Range 25
Carpenter Level III	Range 26
Electrician Level I	Range 24
Electrician Level II	Range 25
Electrician Level III	Range 26
Electrician Level IV	Range 29
Journeyman Electrician	Range 36
Journeyman High Voltage	Range 38
Fire Alarm Technician Level I	Range 24 Future Position
Fire Alarm Technician Level II	Range 25 Future Position
Fire Alarm Technician Level III	Range 26 Future Position
Heavy Equipment Operator Level I	Range 24
Heavy Equipment Operator Level II	Range 25
Heavy Equipment Operator Level III	Range 26
HVAC Level I	Range 24
HVAC Level II	Range 25
HVAC Level III	Range 26
HVAC Level IV	Range 29
Journeyman HVAC	Range 34

ARTICLE VI - Career Ladders (Continued)

Irrigation & Drainage Level I	Range 24
Irrigation & Drainage Level II	Range 25
Irrigation & Drainage Level III	Range 26
Locksmith Level I	Range 24
Locksmith Level II	Range 25
Locksmith Level III	Range 26
Locksmith Level IV	Range 29
Painter Level I	Range 24
Painter Level II	Range 25
Painter Level III	Range 26
Painter Level IV	Range 29
Plumber Level I	Range 24
Plumber Level II	Range 25
Plumber Level III	Range 26
Plumber Level IV	Range 29
Journeyman Plumber	Range 34
Telecommunications/Low Voltage Technician:	
Fire Alarm - Level I, II, III	Range 29, 32, 35
Phones - Level I, II	Range 30, 33
Network - Level I, II, III	Range 31, 34, 36
Welder Level I	Range 24
Welder Level II	Range 25

2. **Career Pathways to Reclassification for Accounting Technicians**

**A. PRESENT ASSIGNMENTS:**

ACCOUNTING TECHNICIAN III - Accounts Receivable  
Requisitions Desk  
Accounts Payable/Attendance/Office Depot  
Accounts Payable/Deposits & Cal-Cards  
Accounts Payable/Purchase Orders

SR. ACCOUNTING TECHNICIAN/PAYROLL - Certificated Payroll  
Classified Payroll

**B. TO CROSS TRAIN:** Is to begin training in duties performed by a higher classification.

ARTICLE VI - Career Ladders (Continued)

**C. CROSS TRAINING INITIATION:**

Can be initiated by the employee or the supervisor at an informal meeting or at the time of the annual evaluation. The decision of cross training will be made by mutual agreement.

**D. PROGRESS OF CROSS TRAINING:**

After the decision to cross train has been made and the training has begun, there will be an informal meeting in three (3) months to discuss the progress of the employee and if cross training should continue.

**E. EVALUATION OF CROSS TRAINING:**

After six (6) months there will be a written performance evaluation of the cross training. This performance evaluation will pertain only to the cross training duties. The performance evaluation will not be placed in the employee's personnel file, unless it is a favorable recommendation.

**F. PROMOTION TO HIGHER CLASSIFICATION:**

Upon satisfactory completion of cross training (including a positive evaluation) and where the needs of the department would warrant a justification for promotion, a recommendation will be made to the Assistant Superintendent, Human Resources for presentation to the Board.

3. **INSTRUCTIONAL ASSISTANTS AND LIBRARY TECHNICIANS**

**A. INSTRUCTIONAL ASSISTANT PLACEMENT SCHEDULE**

Level I	Range 10	None or a limited number of units.
Level II	Range 12	Completion of 15 semester units of a varied academic program.
Level III	Range 15	Completion of 30 semester units of a varied academic program, 15 of which must be educational courses related subjects.
Level IV	Range 18	An AA Degree (60 Semester units or more, 30 of which must be education courses or related subjects) or 60 units of education courses.

**B. LIBRARY TECHNICIAN PLACEMENT SCHEDULE**

Level I	Range 10	None or a limited number of units.
Level II	Range 12	Completion of 15 semester units of a varied academic program. Library Technology courses encouraged.
Level III	Range 15	Completion of 30 semester units of a varied academic program, 15 of which must be educational courses related subjects.
Level IV	Range 18	An AA Degree
Level V	Range 19	An AA Degree including the Library Technology Certificate.

4. **INFORMATION TECHNOLOGY SERVICES**

In order to incentivize ITS Department bargaining unit members to stay current on technologies and their applications, an “Educational Incentive” shall be established and made part of the Collective Bargaining Agreement in Article VI (Career Ladders) as a new paragraph 4.

The provisions of the educational incentive are as follows:

- a. All bargaining unit members assigned to the ITS Department shall be eligible for this Educational Incentive.
- b. This Educational Incentive shall commence on July 1, 2013. Should any current bargaining unit members in the ITS Department be taking any approved training to stay current on technologies and their applications in fiscal year 2012-13, that training shall be grandfathered into and qualify for this Educational Incentive. Training prior to 2012-13 shall not be considered part of this Educational Incentive.
- c. This Educational Incentive shall be considered pensionable compensation under the Cal-PERS.
- d. All training to qualify for this Educational incentive must be pre-approved by the Executive Director, ITS Department, and the Assistant Superintendent, Human Resources (or their successors). Any training not pre-approved shall not qualify for the Educational Incentive except as noted in Paragraph 4.b above.
- e. Approved training shall be in any of the following ITS Department related fields such as: computer science, computer engineering, information systems technology, information systems management, systems administration/ management, Educational technology, or a field substantively similar to these.

## ARTICLE VI - Career Ladders (Continued)

- f. Approved training may include industry accepted certifications such as, but not limited to, the following: CompTIA, Microsoft Certified Technician/ Administrator/other (MCSE, MCSM, MCDBA), CISCO certifications (see below) and/or college-level coursework of at least eight (8) weeks duration with weekly classes.
- g. Any Educational Incentive attained by April 1 of any year shall be effective on the bargaining unit member's salary effective on July 1 of the following fiscal year. In example, a bargaining unit member qualifies for an Educational Incentive on March 15, 2013. They shall receive the Education Incentive beginning on July 1, 2013.)
- h. To attain an Educational Incentive, the bargaining unit member must attain a grade of "C" or higher in pre-approved training to be eligible for the Educational Incentive. Pass-fail courses and certifications which shall also be eligible for the Educational Incentive.
- i. Courses or certifications may not generally be repeated and courses with essentially same basic material will not be approved.
- j. Bargaining unit members must provide evidence of acquired certifications or classes by April 1 to be considered for the Educational Incentive (examples: certificate, degree, college or university transcripts, etc.).
- k. Bargaining unit members must receive an overall satisfactory or higher rating on their annual employee performance evaluation to qualify for any Educational Incentive they are pursuing in that year.
- l. Being awarded a Bachelor's or Master's degree in a "related field" (as defined in Paragraph 4.f) counts as one (1) Educational Incentive.
- m. An Educational Incentive shall be attained upon successful completion of no less than 40 hours of pre-approved coursework or training as defined in this Paragraph. (Note: 10 hours = 1 quarter unit)
- n. Each Educational Incentive shall provide a one salary range increase to the bargaining unit member's current salary at their current step (including any additional stipends, previous Educational Incentives, longevity increments, etc.).
- o. No bargaining unit member may attain more than two (2) Educational Stipends in their current classification.

## ARTICLE VI - Career Ladders (Continued)

### **Examples of industry accepted certifications:**

**CompTIA A+** - The CompTIA A+ certification is the starting point for a career in IT. The exam covers maintenance of PCs, mobile devices, laptops, operating systems and printers.

**CompTIA Network+** - The exam covers network technologies, installation and configuration, media and topologies, management, and security. Candidate job roles include network administrator, network technician, network installer, help desk technician and IT cable installer.

**CompTIA Security+** - CompTIA Security+ is an international, vendor-neutral certification. This certification not only ensures that candidates will apply knowledge of security concepts, tools, and procedures to react to security incidents; it ensures that security personnel are anticipating security risks and guarding against them.

**CompTIA Project+** - CompTIA Project+ validates that project managers have the necessary skills to complete projects on time and within budget. The exam covers the entire project life cycle from initiation and planning through execution, acceptance, support and closure.

**CompTIA Server+** - CompTIA Server+ certification validates knowledge of server issues and technology, including disaster recovery. A vendor neutral certification proves knowledge of server hardware and software.

**CompTIA CTT+** - It is an international, vendor-neutral certification that covers core instructor skills, including preparation, presentation, communication, facilitation and evaluation in both a classroom and virtual classroom environment.

**CompTIA Green IT** - **The CompTIA Green IT certification ensures knowledge and skills necessary to implement environmentally sound techniques within an organization's IT infrastructure. The certification enhances existing IT credentials to incorporate emerging technologies that shape the global green IT industry.**

**CompTIA** – possibly other certifications, on a case by case review by the approving administrators as noted in Paragraph 4.d above.

**MCSE** (Microsoft Certification Solutions Expert)

**MCSM** (Microsoft Certified Solutions Master)

Possibly other **Microsoft** certifications, on a case by case review by the approving administrators as noted in Paragraph 4.d above.

**CISCO** IOS/Switch certification.

**Project management** for IT projects (possibly the Project+ certification above), on a case by case review by the approving administrators as noted in Paragraph 4.d above.

ARTICLE VI - Career Ladders (Continued)

Should any unanticipated effects of this reorganization occur, the parties shall meet to discuss and attempt resolution, but either party shall also retain the ability to reopen negotiations on this Agreement, if necessary.

Disputes regarding provisions of this Agreement shall be resolved utilizing the Grievance Procedures (Article XIII) of the Collective Bargaining Agreement.

ARTICLE VII

HOLIDAYS

1. Bargaining unit members shall be entitled to a maximum of 12 paid holidays per year, provided the unit members are in paid status during the workday immediately preceding or the working day succeeding the holiday.
2. The District shall provide holidays as follows:

Independence Day	Christmas Day
Labor Day	New Year's Day
Veterans' Day	Martin Luther King, Jr. Day
Thanksgiving Day	Lincoln's Birthday
Day after Thanksgiving	Presidents' Day
Christmas Eve	Memorial Day

3. Christmas Eve shall be in lieu of Admissions Day.

Where permitted by law, the District reserves the right to celebrate the holidays enumerated in Section 2 above at a date other than the normal date.

4. Unit members who are not normally working during Winter and Spring recess shall be paid for designated holidays provided they were in paid status on the working day preceding or succeeding the recess period.
5. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of that day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. Calendars for employees on Tues.-Sat. and Wed.-Sun. schedules shall be developed in consultation with a CSEA representative.
6. When unit members are required to work on paid holidays, they shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for the holiday, at the rate of time and one-half the regular rate of pay. The District may grant compensatory time off at the same prorated ratio as overtime payment. Unless otherwise agreed, compensatory time must be taken at approved times as defined in Article IV, Section 4 of this Agreement.

## ARTICLE VIII

### VACATIONS

1. Employees may carry over from one fiscal year to the next only as many days of vacation as the member accrues in one (1) fiscal year. Vacation days not carried over shall be paid out to the unit member at the conclusion of the fiscal year. A unit member who separates from service shall receive payment for accrued but unused vacation. Unit members who serve less than six (6) months shall not receive payment for accrued but unused vacation as vacation is not vested until completion of the initial six months of service.
2. A new employee of the classified service shall not normally be eligible to take vacation time until the first day of the calendar month after completion of six (6) months of continuous service with the District. Following the completion of (6) months of continuous service, a new employee may request five (5) days of vacation or the proportionate amount to which the employee is entitled. A vacation may be granted an employee during the probationary period only under certain circumstances and upon approval of the District.
3. Each regular full-time unit member shall be entitled to paid vacation leave as follows:

Except by mutual agreement between the employee and the District, all vacation days earned must be taken by the end of the fiscal year following the fiscal year of accrual. An employee not permitted to take vacation during the time limits set forth above shall have the option of carrying over the vacation time until the following fiscal year or being paid in cash.

Unit members shall earn annual vacation according to the following schedule: (Duration of vacation days is the same as days worked by the employee.)

(A)	0 - 5 years service	-	5/6 of a day vacation per month
(B)	6 - 15 years service	-	1 1/4 vacation days per month, 15 days maximum
(C)	16+ years service	-	1 2/3 vacation days per month, 20 days maximum
4. Whenever a vacation period includes any declared holidays, the vacation shall be extended by the number of days equal to said included holidays.
5. Vacation must be scheduled in advance at times convenient to the District but employee preferences will be honored insofar as practicable. Requests for vacation must be made in writing two (2) business days in advance and approved by the District unless circumstances approved by the District warrant an exception. Leave without pay shall not be granted if a unit member has accumulated vacation.
6. All employees scheduled to work less than 12 months shall normally take earned vacations when school is not in session.

ARTICLE VIII- Vacations (Continued)

7. When unit members are absent due to authorized vacation for less than a full day, their vacation will be charged one hour for every hour of absence.
8. Pay for vacation days shall be the same as that which the employee would have received had he/she been in a working status.
9. If there is any conflict between employees as to when vacation shall be taken, the senior employee shall normally, but not necessarily, be accorded preference.
10. Normally, vacations will not be scheduled prior to the time they are earned provided, however, because of the need for school secretaries and clerks to take their vacation during the Winter and Spring recesses, the District may make an exception to the time earned policy in order to ensure that their secretaries are able to take their vacations at times when school is not in session.

## ARTICLE IX

### LEAVES

#### 1. General Policies Governing Leaves of Absence

- A. The District may require confirmation of stated reasons for leave requests and false statements relating thereto shall be grounds for withholding leave benefits and for possible disciplinary action.
- B. No employee shall be gainfully employed by any other employer while on leave of absence status from his/her employment with the District without written District approval. Violation of this provision shall be grounds for withholding leave benefits and for possible disciplinary action.
- C. Before an employee is eligible to take, or to return to work from a leave of absence occasioned by disability, illness or injury, the District may require a physical examination by a physician of its own choice to evaluate such requests. The District shall pay for the examination.
- D. Leaves of absence for a stipulated period of time may be extended only upon approval in writing by the District.
- E. An employee who fails to return to work at the expiration of approved leave shall be deemed to be absent without justification and shall be subject to possible disciplinary action.
- F. An employee who is on leave of absence will be assured a position within his classification upon return to the District but will not be assured of a specific assignment.

#### 2. Bereavement Leave

Whenever possible bereavement leave shall be requested and approved in advanced, and must be taken within one calendar year of the death. Five days bereavement leave of absence will be allowed for the death of any member of the employee's immediate family. "Immediate family" is defined as: mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, guardian with whom the employee has lived, or other relative residing in the employee's home. The definition includes the "in-law" and "step" relationship in each case. An additional two days bereavement leave will be allowed if travel is over 500 miles round trip.

## ARTICLE IX - Leaves (Continued)

### 3. Jury Duty

Leave of absence for jury duty shall be granted to any classified employee who has been officially summoned to jury duty in local, state or federal court. Leave shall be granted for the period of the jury service. All employees shall return to work immediately following release from jury service unless otherwise provided in this Agreement. The employee shall receive full pay while on leave provided that the jury service fee for such leave is reimbursed and the subpoena or court certification is attached to the Employee Absence Report and filed with the District. The jury service payment shall be forwarded to the Business Office upon receipt by the employee. Request for jury duty leave should be made by presenting the official court summons to jury service to the employee's immediate supervisor or principal.

Any employee whose regular assigned shift commences at 4:00 p.m. or after and who is required to serve at least five hours on jury duty shall be relieved from work with pay; otherwise, unit members are required to work during any portion of the regular workday in which the jury duty services are not required.

### 4. Military Leave

An employee shall be granted any military leave to which they are entitled under law as classified school employees. Unit members shall request military leave in writing as soon as they receive orders to report for duty, shall provide the District with such military orders and upon request, status report.

### 5. Sick Leave

- A. An employee employed five (5) days a week for the full fiscal year by a school district shall be granted 12 days leave of absence for illness or injury.
- B. An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of 12 days leave of absence for illness or injury as the number of months he/she is employed bears to 12.
- C. An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of 12 days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- D. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served his/her regular work hours during the day of illness.

ARTICLE IX - Leaves (Continued)

- E. At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave 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 days until the first day of the calendar month after completion of six months of active service with the District.
- F. If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.

6. Industrial Accident and Illness Leave

- A. An employee suffering an injury or illness arising out of and in course and scope of his/her employment shall be entitled to leave of up to 60 working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year. When any leave 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.
- B. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.
- C. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is receiving payments under Workers' Compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time, vacation, or other available leave, which, when added to the Workers' Compensation award, provides for a full day's wage or salary.
- D. During all paid leaves of absence, whether industrial accident leave as provided herein, sick leave, vacation, compensated time off, or any other leave, the employee shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.
- E. Any employee receiving benefits pursuant to this Article, shall, during periods of injury or illness, remain within the state of California unless the District authorizes travel outside the state.
- F. Leave under this Section will be reduced by one day for each day authorized absence regardless of compensation.

ARTICLE IX - Leaves (Continued)

7. Personal Necessity Leave

A maximum of seven (7) days of absence per year for illness or injury leave earned pursuant to the sick leave provisions of this Agreement, may be used by the employee, at his/her election, in the following cases of personal necessity:

- A. Death of a relative (other than immediate family), or close friend.
- B. Accident or illness involving the employee's person or property, or the person or property of a member of the employee's immediate family, and which requires the immediate presence of the employee during the period of leave.
- C. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena, or any order made with jurisdiction.
- D. Employees are required to request personal necessity leave from their immediate supervisor prior to the beginning of the work shift for which the absence is requested. Supervisors may waive this requirement in cases of extreme emergency.
- E. Such other reasons as the District may establish.

8. Personal Leave

- A. A maximum of six (6) days of absence per year for personal leave, earned pursuant to the sick leave provisions of the Agreement may be used by an employee provided that the employee notifies his/her supervisor in writing ten working days prior to the date requested and the supervisor is able to obtain coverage. The supervisor will give final approval or denial as soon as possible, but not less than five (5) working days prior to the first requested date of leave. The District shall make every effort to accommodate the leave. Leave under this Section shall not be used for organizational activities or job actions in or out of the District and is charged to sick leave.

9. CSEA Leave

CSEA chapter delegates shall have the right to release time with compensation to attend the CSEA Annual Convention. Authorized Chapter Delegate(s) not normally assigned to work duty during the dates of the Conference shall not receive pay for this time. No later than July 1, CSEA shall provide the District with the names of the CSEA Chapter Delegates attending Conference who will require release time.

ARTICLE IX - Leaves (Continued)

10. Family Medical Leave

- A. The District shall comply with the California Family Rights Act of 1991, as amended, and the federal Family and Medical Leave Act of 1993. Under the law, unit members are entitled to three (3) months of unpaid family care leave during any 12-month period. In general, "family care leave" means leave because of (1) the birth of a child of a unit member, (2) the placement of a child with a unit member in connection with the adoption or foster care of a child by unit member, (3) the serious illness of a child of a unit member, or (4) leave to care for a parent or a spouse or a child who has a serious health condition.
- B. In accordance with the State and Federal law, the District shall pay the unit member's regular health and benefits contributions for up to three (3) months during the 12-month period. The District may recover the District's contributions if the unit member fails to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition, or something else beyond the unit member's control.
- C. The Assistant Superintendent, Human Resources shall respond to any unit member's questions regarding eligibility for Family Care Leave, including representation by the CSEA if requested by the employee.
- D. The 12-month period is defined as July 1 - June 30.
- E. The three (3) months of unpaid family care leave shall run concurrently with other paid leaves from the date of employer notice that the employee has qualified for such leave, except that the three (3) months of family care and medical leave shall run consecutively to any leave taken because of disability on account of pregnancy, childbirth, or related medical conditions.

11. Parental Leave

A unit member shall be entitled to use up to 12 work weeks of parental leave for reason of the birth of a child or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member. Parental leave shall run concurrently with unpaid leave under the California Family Rights Act (CFRA). Current and accumulated sick leave shall be used for parental leave until it is exhausted. Thereafter, the unit member shall receive differential pay up to a 12 work week period. The total aggregate parental leave and CFRA leave taken shall not exceed 12 work weeks in a 12-month period.

12. Other Leaves

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee.

ARTICLE IX - Leaves (Continued)

13. Compulsory Leave

- A. Employees shall be subject to the compulsory leave procedure specified in Education Code section 45304 (b) and (c). An employee who is charged with a mandatory or optional leave of absence offense as defined in Education Code section 44940(a) and (b) shall be placed on an unpaid leave of absence. Such an employee shall be considered to be on "compulsory leave" and subject to all the rules and regulations pertaining to such leaves as set forth in Education Code sections 44940 and 44940.5.

14. Catastrophic Leave Bank Program

A. PURPOSE

The catastrophic illness program is to address the need of an individual who has been incapacitated and who has exhausted all leave benefits, vacation, and other paid time off. It is understood that this leave program is intended for exceptional cases, and is not to be considered or treated as a routine extension of paid status for those who have by previous absences used up their sick leave and vacation leave if applicable.

B. TERMS

- 1. "Catastrophic illness" means an illness that is expected to incapacitate the employee for over ten (10) consecutive duty days or incapacitate a member of the employee's family, defined as mother, father, children, registered domestic partner, or spouse, for over ten (10) consecutive duty days which requires the employee to take time off work during that entire period of time to care for that family member.
- 2. "Hours"
  - a. shall accumulate from year to year.
  - b. shall be contributed to the Bank and withdrawn from the Bank without regard to the hourly rate of pay of Catastrophic Leave Bank participants.
- 3. "Day" is the normal number of work hours in a given employee's assigned workday.
- 4. "Committee" will consist of two bargaining unit members appointed by the CSEA Chapter President and one individual appointed by the Superintendent.
- 5. "Member of the Bank" is an employee who has made a contribution within the prescribed time period, both initially, yearly or whenever required by this Agreement.

ARTICLE IX - Leaves (Continued)

C. ELIGIBILITY AND CONTRIBUTIONS

1. All "permanent" classified employees on active duty, "upon completion of probationary period," with the District are eligible.
2. Participation is voluntary, but withdrawal of hours requires an employee to be a member of the Bank.
3. Current classified employees must become a member of the Bank by October 30, 1995, thereafter, only employees returning from a leave of absence or new employees may join. Returning employees and new hires must join within 60 days of becoming eligible. The District will provide all employees with the appropriate forms.
4. An employee may terminate membership at any time. The employee shall then not be eligible to draw from the Bank or rejoin the Bank during the duration of their current period of employment. The time previously donated by a canceling employee is part of the Bank and will not be returned.
5. The annual rate of contribution will be one "day". The yearly assessment shall be made between July 1 and October 1 of each school year.
6. If the number of hours in the Bank at the beginning of the school year exceeds 3,000, no contribution shall be required during that school year. Participants joining the Bank for the first time and/or returning from leave shall be required to contribute one day to the Bank for that year.
7. An employee who is retiring may contribute unused sick leave up to the equivalent of ten (10) of their workdays.

D. ADMINISTRATION OF THE BANK

1. The Catastrophic Leave Bank Committee shall be responsible for maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of the requests, approving or denying the requests and communicating its decisions, in writing, to the participants.
2. The Committee may grant, partially grant, or reject a withdrawal request based on withdrawal criteria.
3. All deliberations are confidential as are all medical reports and information submitted to the Committee.

ARTICLE IX - Leaves (Continued)

4. Applications shall be reviewed and the decision of the Committee be reported to the applicant in writing within 20 working days of receipt of the application and any required supporting documentation.

E. WITHDRAWALS

1. A request for withdrawal may be made when it has been determined that all leave has been exhausted. Requesting employees should apply for Catastrophic Leave prior to exhausting all paid leave. At no time shall donated sick leave be applied to a pay period that has been closed and for which a pay warrant has been issued.
2. If an employee is incapacitated, the employee's agent or member of the family may submit the request.
3. Withdrawals from the Bank shall be granted in units of no more than 21 workdays. (Workdays will be converted into the number of hours needed by the recipient). Maximum withdrawals shall not exceed 63 days per incident.
4. A request for withdrawal must be accompanied by a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. If the request is for an extension, new statements of the illness must be presented.
5. In cases of extension request, the committee may request a medical review by a physician of the committee's choice at the participant's expense. The committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review shall terminate the participant's continued withdrawal from the bank.
6. An employee may not receive the benefits of this leave while receiving monies or leave from Workers' Compensation, PERS disability, or STRS disability.
7. Due to the subjective nature of diagnosis for stress and other psychological illnesses, such illnesses shall not qualify for Catastrophic Leave unless it involves extended hospitalization.
8. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide leave. If the Committee denies a request for withdrawal because of insufficient days to fund the request, the participant will be notified in writing.

ARTICLE IX - Leaves (Continued)

F. APPEAL PROCESS

1. Catastrophic Leave Bank participants whose requests are denied may, within 30 days of denial, appeal in writing, to the CSEA Executive Board. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or family member may process the appeal.
2. The decision of the CSEA Executive Board is final.

## ARTICLE X

### TRANSFERS

1. Transfers of bargaining unit members may be initiated by the District or requested by the unit member at any time. Prior to making the decision on the transfer, a conference is required with the unit member in order to discuss the reasons for the transfer.

2. Involuntary Transfer

Involuntary transfers may be implemented by the District if necessary to meet the needs of the District. An involuntary transfer will not be implemented as a punishment measure but may be utilized in conjunction with a performance improvement program if felt to be essential in alleviating performance problems. Notification and reason for transfer must be submitted in writing to any unit member subject to involuntary transfer at least five (5) business days in advance of transfer. An involuntary transfer of a unit member made during the year shall not result in the loss of compensation, seniority, or any fringe benefit for the remainder of the fiscal year.

In the event the District identifies a need to adjust staffing ratios at school sites due to changes in student populations or program changes, vacancies shall be filled in accordance with the following process.

The District shall provide reasonable notice to CSEA of proposal to transfer bargaining unit member.

The District may post positions of the understaffed school sites for voluntary transfers after discussion with CSEA.

3. Except for positions filled by a negotiated “effects of layoff” agreement, all unit vacancies more than two (2) hours shall be posted by the District at designated work locations not less than five (5) days prior to being permanently filled. Any employee may apply for transfer to that position by filing an in-district application form with the Human Resources Office of the District.

With the exception of food service employees, additional hours of two (2) hours or less will be offered to less than full time employees at that site in that classification by seniority. (For food service employees, see Article IV - Hours of Employment, Food Service Assignments.)

4. For the purpose of this provision a vacancy is any unit position which is new (additional) or which remains unfilled after any reassignments.
5. Consideration will be given to all applications which meet the established qualifications for the vacancy and which are properly submitted according to established timelines and district procedures.

ARTICLE X – Transfers (Continued)

6. Any employee on leave or layoff who has requested notification of a specific job vacancy and has provided a self-addressed, stamped envelope to the Human Resources Office will be mailed a notice of such vacancy.
7. Unit vacancies shall be posted, but the District may fill any position on a temporary basis until permanently filled, but not longer than 60 days.
8. The District may, at its discretion, honor requests from unit members to fill temporary vacancies on a short term basis in order to provide additional experience for employees. In considering such requests, the district will be guided by the expected length of the temporary position and by the perceived adverse effect on the efficiency of District operations that any specific request might generate.
9. In the event a vacancy occurs in a Custodian II classification, current Custodian II's may request a transfer to the vacancy. The District shall grant such requests on the basis of District seniority, unless the District notifies CSEA in writing and establishes good cause why no transfer should occur.
10. Transfers of Custodian II's between sites shall ordinarily be by mutual agreement. Involuntary transfers shall not be arbitrary or capricious.

## ARTICLE XI

### HEALTH AND WELFARE BENEFITS

1. For the term of this Agreement, the District agrees to provide a Maximum District Contribution (MDC) of \$10,000 toward health and welfare benefits for each full time (40 hours per week) employee. The maximum District contribution shall be negotiable annually.
2. The District agrees that CSEA shall select the health and welfare benefit plans offered to employees. The District agrees to assist CSEA with plan selection as requested by CSEA.
3. For each employee whose assignment is less than 40 hours per week, but at least 20 hours per week, the District shall prorate its Maximum District Contribution (MDC) using the formula:

$$\text{Employee contribution} = \text{Plan premium} - (\text{MDC} \times \% \text{ FTE of employee})$$

4. This District contribution for employees who were employed by the District during the 1982-83 school year and who have maintained continuous employment shall be made on the following basis:
  - A. 20 hours or more per week - 100% MDC
  - B. 10 hours or more per week - 50% MDC
  - C. Less than 10 hours per week - no contribution
5. No in-lieu payments or contributions to programs other than those which the District provides above shall be made by the District for any employees who elect not to subscribe to the benefits provided by this Article.
6. Employees on District approved unpaid leaves of absence shall have the option to receive District health and welfare benefit coverage(s) for the period of the leave. An employee who elects to continue benefits must submit the total cost of the monthly premium payment (both District and employee contributions) to the District no later than the fifth (5<sup>th</sup>) day of each month following approval of the unpaid leave. If the employee either elects to discontinue coverage or does not submit the payment in a timely manner, the District shall drop the employee from health and welfare benefit coverage. The employee shall be reenrolled in the District's health and welfare benefit coverage(s) upon return to paid service.

ARTICLE XI – Health and Welfare (Continued)

7. Employees who work a complete school year shall have benefits under the District’s health and welfare benefits program effective through the last day of September of the succeeding school year as long as the practice is allowed by the health and welfare benefit provider(s).

- A. Employees who are employed subsequent to the first day of the school year shall have health and welfare benefits commence on the first day of the month following date of employment.
- B. Employees whose employment is terminated prior to the close of the school year shall be covered by the District’s insurance programs to the end of the payroll period in which the termination occurs.

8. Special Insurance Benefit Program for Retired Classified Employees

- A. Benefit Group – Retired classified employees who have served at least ten (10) consecutive full years in the District and fall within the age group starting with their 55<sup>th</sup> birthday and ending on their 65<sup>th</sup> birthday. A full year equals at least 75% of an assigned or designated work year.
- B. Employees shall not be disqualified from receiving benefits for non-consecutive years of service if the break in service occurred prior to July 1, 2005.
- C. Core Health Plan – The District will offer the same plans available to active duty employees as long as the practice is allowed by the health and welfare providers.
- D. The District shall pro-rate contributions in the same manner as for active duty employees. Pro-rata contributions will be based on the employee workweek at the time of retirement. Employees not in active paid status at the time of retirement shall not be eligible for retiree benefits.

9. Automobile Insurance, Non-District Owned Vehicles

The District will provide secondary bodily injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles on District business.

10. PERS Contributions

The District will allow classified employees to participate in the PERS pick-up program (tax deferral of employee contribution to PERS).

11. Employee Paid Wage Loss Protection

District agrees to make available an Employee Paid Wage loss protection program for all classified employees.

## ARTICLE XII

### PERFORMANCE EVALUATION PROCEDURES

A joint LMUSD/CSEA committee for the 2015-2016 fiscal year shall be created to evaluate the current classified evaluation tool, and explore options of improving or finding a more modern and effective tool. The committee would be comprised of three (3) LMUSD appointees and three (3) CSEA appointees. The committee would make recommendations to be included in negotiations for 2016-2017.

1. New employees shall be evaluated at least three times during the first year of employment. During the first year of employment evaluations will occur at the end of the 4<sup>th</sup> and 8<sup>th</sup> month of service.
  - A. All written evaluations shall be prepared, presented and discussed with the employee. The employee will be provided with a copy of the evaluation and be provided with an opportunity to sign and make a written statement, which shall be attached to and made a part of the evaluation.
2. There shall be at least an annual performance evaluation of all permanent employees.
3. If overall performance is less than satisfactory, employees will receive a written counsel and/or warning prior to the annual performance evaluation. Such counsel will include written recommendations for improvement. If performance in any given area is less than satisfactory, employee will at least receive a verbal warning.
4. Performance evaluations shall normally be prepared by the person who is immediately responsible for the work of the employee.
5. Each employee shall be given a copy of the completed performance evaluation form. Employees will be requested to place their signature on the report but such signature does not necessarily signify agreement with the performance evaluation. In the event that an employee refuses to sign the performance evaluation, a witness shall verify in writing that the report has been given to the employee, or the report may be sent by registered mail to the employee. The employee shall have the right to respond to any performance evaluation. No performance evaluation shall be placed in an employee's personnel file without an opportunity for discussion of it by the employee with the evaluator.
6. Permanent classified employees shall receive a minimum of one performance evaluation each year unless waived by mutual agreement of the employee and immediate supervisor. Waiving of the report will indicate satisfactory performance. Performance evaluation will not be waived for two consecutive years.
7. The District will maintain one official personnel file for each employee. This shall not preclude the maintenance of an information file by management/supervisory personnel.

## ARTICLE XII – Performance Evaluation Procedures (Continued)

8. Employees shall be provided with copies of any derogatory written material ten (10) working days before it is placed in the employee's personnel file. The employee shall have the right to prepare a written response to such material and to have it permanently attached to the material.
9. Any written material placed in the personnel file shall indicate the date of placement.
10. Any negative performance evaluation shall include written recommendations for improvement.
11. Subject to reasonable regulation, an employee shall have the right to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.
12. All official personnel files shall be considered confidential. The District shall make a good faith effort to preclude unauthorized personnel from having access to such files.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may arise concerning the application of this Agreement. Any complaint which is not a contract grievance may be brought by a unit member to the CSEA President, or designee, to meet with the Assistant Superintendent, Human Resources, for resolution by problem solving approaches.

#### 1. Definitions

- A. A "grievance" is any written alleged violation of a provision of this Agreement, personally and adversely affecting the grievant.
- B. A "grievant" is an employee who files a grievance in accordance with these provisions. The CSEA shall have the right to file grievances and shall be a "grievant" as set forth in this grievance procedure.
- C. A "day" is any day on which the District Office is open for business.
- D. An "immediate supervisor" is the lowest level supervisor designated by the District to adjust grievances who has direct responsibility for the grieving employee.

#### 2. Informal Conference

Within 30 days after an employee knew or should have known of the act or omission upon which the grievance is based, the employee shall discuss the matter in an informal conference with his or her immediate supervisor in an attempt to resolve the problem.

#### 3. Grievance Resolution

##### A. Level I

If the matter is not resolved at the informal conference, the employee may present a formal grievance in writing to the immediate supervisor within ten (10) days after the informal conference.

The written grievance will be presented on a District form and shall include:

- 1. The name of the employee filing the grievance.
- 2. A listing of the provision(s) of the Agreement alleged to have been violated.

ARTICLE XIII – Grievance Procedure (Continued)

3. A statement describing how the District is alleged to have violated the Agreement, the decision rendered at the informal conference, and the remedy sought. The immediate supervisor shall present a written answer to the employee within ten (10) days after receiving the grievance.

B. Level II

1. Within ten (10) days after receipt of the decision at Level I, the grievant may appeal such decision by filing the written grievance with the Superintendent and stating the reason the decision at Level I was unsatisfactory.
2. Within ten (10) days after the receipt of the written grievance by the Superintendent, the Superintendent or the Assistant Superintendent, Human Resources shall meet with the grievant and a representative of the CSEA in an effort to resolve the grievance.

The written disposition by the Superintendent or Assistant Superintendent, Human Resources shall be rendered within ten (10) days after the meeting.

C. Level III

1. Optional Mediation

Within ten (10) days of receipt of the Level II decision, the District or the CSEA may request that the grievance be submitted to mediation prior to proceeding to formal Level III. The party requesting mediation shall submit to the California State Mediation and Conciliation Service a written request for the service of a mediator. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory solution of the grievance by means of the mediation process.

If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written settlement agreement and thus waive the right of either party to any further processing of the grievance.

If no satisfactory settlement is reached within ten (10) days of the meeting with the mediator, either party may submit the grievance to arbitration.

## ARTICLE XIII – Grievance Procedure (Continued)

### 2. Binding Arbitration - State Mediation and Conciliation

If the grievance is not satisfactorily adjusted at Level II, or resolved by the optional mediation process, the grievance may be submitted to arbitration by filing a written request no later than ten (10) days following Level II decision or the meeting with the mediator. No grievance may go to binding arbitration without consent of the CSEA.

If the District and the CSEA are unable to mutually agree upon an arbitrator, they shall, within ten (10) days of receipt of the request for arbitration, request the State Mediation and Conciliation submit a group of seven (7) names. The parties shall alternatively strike names from the list supplied until one (1) name remains, who shall then be the arbitrator. The arbitrator shall be immediately notified of the selection and a hearing shall be set at a time mutually agreeable to all parties.

The arbitrator shall limit the decision to the specific issue or issues submitted. The arbitrator shall have no authority to alter, amend, add to or subtract from the specific provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties.

Fees, costs and expenses of the arbitration shall be borne equally by the parties.

### 4. General Provisions

- A. The District and CSEA shall continue to meet and attempt to resolve potential grievances through problem solving discussions. The time limits on the filing and processing of grievances may be extended by written mutual agreement to allow problem solving approaches to be used by both parties.
- B. All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file.
- C. In processing grievances, the CSEA representative will report to the site administrator of the building being visited and will state the purpose of the visit upon arrival.
- D. Grievances may be processed pursuant to this procedure during the workday; however, CSEA will take reasonable steps to avoid unnecessarily impacting a grievant's assigned duties and to avoid disruption to students' education.
- E. A grievant may be represented at any level of the grievance procedure by the CSEA.

## ARTICLE XIV

### ORGANIZATIONAL SECURITY

#### 1. Organizational Security

- A. It is the mutual intention of the parties that the provisions of this Article protect the rights of individual employees without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- B. Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this Agreement.
- C. Employees shall be obligated to pay dues or service fees to CSEA on the first of the month following 30 calendar days after the employee first comes into the bargaining unit.
- D. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employee shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following nonreligious, non-labor organization, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code:
  - 1. South County Performing Arts Foundation
  - 2. South County Youth Coalition
- E. Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

#### 2. Dues and Service Fee Deductions

- A. CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for employees in the bargaining unit.

## ARTICLE XIV - Organizational Security (Continued)

- B. The employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the district. Such authorizations shall remain in effect until expressly revoked in writing by the employee.
- C. The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this Agreement.
- D. Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- E. Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
- F. The employer shall immediately notify the CSEA chapter treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- G. The employer shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this Agreement, unless CSEA notifies the employer that the employee is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.

### 3. Hold Harmless Provision

- A. CSEA agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation thereof.
- B. CSEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation thereof, provided the employer has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.
- C. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

## ARTICLE XV

### PROFESSIONAL GROWTH PROGRAM

1. Forward:
  - A. Classified employees constitute an integral part of the Lucia Mar Unified School District and a significant portion of the total school system staff. High levels of accomplishment of persons in classified positions are essential to the efficient and economical operations of the Lucia Mar Unified School District.
  - B. The California School Employees Association and the District agree the District will underwrite the costs of the Professional Growth Program during each fiscal year of the contract up to \$7,000 per year. The CSEA will administer this program on behalf of the classified employees. The budget name will be the "Professional Growth Fund (CSEA)." It is also understood that these funds are separate and distinct from any categorical State or Federal funds available for similar activities. Individual employees will be limited to \$500 per year.
  - C. The Professional Growth Committee shall consist of the President and one member from each major job classification included in the bargaining unit represented by the CSEA, as follows: Food Services, Maintenance and Grounds, Custodial, Instructional Assistants, Transportation, Office and Clerical, and Miscellaneous (for example: Library Techs, Electronic Tech, Communications Tech, Repro Tech, etc.). The Committee will establish meeting dates and times, and will try to plan meetings on non-student workdays.

2. Types of Professional Improvement Activities: Classified employees are encouraged to improve their training, development, and on-the-job effectiveness through various professional growth activities, as follows:

- A. In-service training and education: Activities designed to help the classified employee to acquire the additional knowledge, skills, and certifications necessary to meet the requirements of the job, do the job well, to promote safe working practices and procedures, to provide opportunity to learn better and more efficient ways of doing the job, to stimulate employees to reach and maintain acceptable levels of productivity and job effectiveness, and to improve employees' relations with students, other employees and the public.

The CSEA's Professional Growth Committee may expend funds available from the Professional Growth Fund (CSEA) to provide in-service activities.

- B. Professional Growth Program: An incentive system for voluntary efforts on the part of individual classified employees to participate in formal educational activities designed to meet the needs of classified employees.

ARTICLE XV - Professional Growth Program (Continued)

3. Guidelines:

- A. The Professional Growth Program is designed to encourage CSEA unit members to upgrade their skills while at the same time achieving a measure of personal growth and to help cover or defray the costs of activities.
- B. The Professional Growth Fund could cover the costs for substitutes, registration, meals, lodging, mileage and/or tuition. Release time may also be provided. Prior approval is required from the Professional Growth Committee.
- C. Eligible Professional Growth Activities include, but shall not be limited to the following:
  - < Conferences
  - < Workshops
  - < Lectures
  - < Classes/Courses
  - < In-services
  - < Certifications
- D. Eligibility is limited to those unit members who have successfully completed their probationary period.
- E. If a district emergency prohibits an employee from participating in an approved professional growth activity, the district agrees to reimburse non-refundable expenses to the Professional Growth Fund.
- F. In alignment with paragraph I below, Professional Growth Credit shall be provided on the basis of one semester unit for fifteen (15) hours of instruction outside the employee workday. Workshops of less than fifteen (15) hours shall be combined for credit.
- G. Except for pass-fail courses, the employee shall not be eligible for salary credit unless they have earned a grade of "C" or higher.
- H. Normally, courses may not be repeated for credit unless approved by the CSEA Executive Board.
- I. Courses submitted for this Professional Growth Credit must be substantially supportive of the employee's current assignment or potential future assignments in the District.

ARTICLE XV - Professional Growth Program (Continued)

4. Application Procedure:

- A. The unit member must submit the request on the adopted Professional Growth form which includes all pertinent data including job-relatedness to both the immediate supervisor and the Professional Growth Committee with sufficient time to allow for approval.
- B. The forms will be available at all work sites.
- C. After the initial review, the supervisor will indicate his/her recommendation to the request and forward it to the Professional Growth Committee for approval.
- D. Approval for unit members is on a first-come, first-served basis. If the approval is denied for any reason, the employee may request a written explanation, and may request a conference with the Professional Growth Committee.
- E. The District shall furnish the CSEA a copy of the monthly printout which shows the expenditures and fund balance for this program.
- F. It is the responsibility of the unit member to maintain his/her own file of report card, transcripts or other acceptable certification of the courses completed.
- G. Any certificate earned through this program may be placed in the employee's personnel file.

5. Professional Development within LCAP:

- A. Affected classified employees shall be provided 8 hours of professional development annually. For the 2016-2017 school year the focus shall be on building and maintaining effective teams in the workplace. For future years, the focus of professional development shall be determined by the LCAP.
- B. As required in by the Local Control Funding Formula (LCFF) and the Local Control Accountability Plan (LCAP), the District will develop methods and systems to evaluate the effectiveness of this professional development program over time. Implementation systems, evaluations methods, and LCAP outcomes shall be established by the District, and may be changed over time as required by the LCAP, following consultation with the Association.
- C. Employees participating in professional development shall be released from their duties. If employees are required to work extra days/hours to participate in professional development, employees may elect to receive compensating time off at the rate of one (1) hour for each hour worked or paid their regular hourly rate. Comp time shall only be taken with the District's approval and, if not used in the school year in which the comp time is earned, the employee shall be paid for unused comp time in July each year.

## ARTICLE XVI

### SAFETY

Employee safety is of utmost importance to the District and the CSEA. The supervisor for each department that employs CSEA members will promote department safety by establishing safety standards, training new employees about safety standards and conducting safety training during departmental meetings.

It is the responsibility of CSEA members to identify potential safety hazards and call them to the attention of the designated manager and the District Safety Committee on a district form provided for this purpose. It is the responsibility of the manager to respond, in writing on the District form, to any CSEA member who identifies a potential safety hazard. In instances where it is determined that safety is a factor the action taken to correct the problem will be included in the response. The District Safety Committee will also make a determination and follow-up on any action taken. CSEA will have equal representation on the District Safety Committee with any other bargaining units and district administration. Safety training is the responsibility of the District. Supervisors will assume the responsibility to conduct safety training for their employees during their scheduled staff meetings or during meetings called by the supervisor for that purpose. Supervisors will request assistance from the District for safety training when assistance is determined by the supervisor to be necessary. The frequency of safety training sessions as a part of staff meetings or special meetings for that purpose shall be based on the supervisor's determination of potential safety hazards based on existing and changing conditions, and the degree of safety awareness of the employees, as determined by the supervisor, but not less than the following schedule:

#### High Risk Classifications - 10 hours per year

- Custodians
- Grounds
- Maintenance
- Mechanics

#### Medium Risk Classifications - 5 hours per year

- Bus Drivers Food
- Services
- Warehouse/Delivery

#### Low Risk Classifications - 2 hours per year

- Accounting
- Clerical/Secretarial
- Instructional Assistants
- Technicians

## ARTICLE XVI - Safety (Continued)

The general areas of safety training that will be considered for safety training planning are as follows:

1. General safety rules for employees;
2. Use of new substances, procedures, and equipment;
3. New or previously unrecognized hazards;
4. Accident prevention;
5. Fire prevention;
6. Emergency action plan;
7. Personal protection equipment; and
8. Personal injury prevention.

The supervisor will maintain an attendance log for each training session and will document the nature of each training session on forms provided by the district.

## ARTICLE XVII

### DURATION

This Agreement shall be effective July 1, 2017 and shall continue in effect up to and including June 30, 2020. For contract years 2018-19 and 2019-20, the parties may each re-open two Articles each, in addition to Article V and Article XI for interest-based negotiations. The parties agree, that with LMUSD school Board approval, both negotiating teams shall be trained at District expense in interest-based bargaining.

The District agrees to reasonable release time without loss of compensation.

Should any member of the CSEA negotiating team normally be assigned a late shift, that person shall not be expected to return to their normal work assignment upon conclusion of any negotiations held that day.

## ARTICLE XVIII

### LAYOFF AND REEMPLOYMENT

#### SECTION I- DEFINITIONS

- A. "Layoff" is defined as an involuntary separation from district service due to lack of work or lack of funds.
- B. "Classification" is defined as positions that are assigned the same title job description, minimum qualifications, and salary range.
- C. "Seniority" is defined as the date of hire within a classification without a break in service. If two (2) or more bargaining unit employees have equal seniority as defined herein, tie breaking shall be pursuant to Article II, Paragraph 1.
- D. "Qualifications" or "qualified" shall be defined as previous service in the classification, except that Bus Driver/Utility shall be defined as Bus Driver.
- E. "Reduction in hours" shall be defined as an involuntary reduction in hours or work year within a classification or a voluntary reduction in hours or work year in lieu of layoff.

#### SECTION II – PROCEDURES

- A. Any reduction in hours shall be considered a layoff. CSEA reserves the right to negotiate any decision by the District to reduce any bargaining unit positions.

In the event of a layoff in any classification, layoff shall be in reverse order of seniority with the least senior employee in the affected classification being laid off first. The employee who has the least seniority in the classification, plus higher classifications, shall be laid off first.

- B. Bargaining unit employees to be laid off shall be notified of any Board approved layoff by personal service. This notice shall be provided at least sixty (60) calendar days prior to the effective date of layoff, except as set forth in Education Code section 45117(d). The notice shall contain the effective date of layoff, the reason for layoff, displacement rights (if any), and re-employment rights.
- C. When, as a result of the expiration of a specially funded program, positions must be eliminated at the end of any school year, and employees will be subject to layoff for lack of funds, the employees laid off at the end of such school year shall be given written notice by personal service on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights (if any) and re-employment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) calendar days prior to the effective date of their layoff.

ARTICLE XVIII – Layoff and Reemployment (Continued)

SECTION III - DISPLACEMENT RIGHTS (BUMPING)

- A. Those least senior employees subject to layoff who notified the Human Resources Office of their intent to exercise displacement rights may, if qualified as defined herein, displace a bargaining unit employee with less class seniority in a different classification at the same or lower range on the salary schedule pursuant to the following procedures:
- 1) Using the “Notice of Selection” form provided by the Human Resources Office, the bargaining unit member exercising displacement rights shall identify:
    - a) His/her preferences among the classifications/hours for which it has been determined that displacement rights exist;
    - b) Any other classifications for which displacement rights may exist pursuant to this Agreement and;
    - c) The employee may take up to three (3) working days following service of the Notice of Layoff and the Notice of Selection form in order to notify, in writing, the Assistant Superintendent, Human Resources of his/her decision regarding displacement.
  - 2) After identifying classification(s) for which the bargaining unit employee is qualified pursuant to this article and for which displacement rights may exist, the employee shall exercise displacement in the following order:
    - a) A classification in the same range in which they have seniority.
    - b) A classification in a lower range in which they have seniority.
  - 3) For bumping purposes, an employee may utilize seniority from a higher classification to bump to an equal or lower classification. The employee shall be placed in the least senior position in the classification to which they are bumping with the same number of hours and the same number of workdays. If no such position is available, the employee may displace the least senior employee with the next lowest number of hours and workdays, and so forth.
- B. The District shall make the assignment based upon the following:
- 1) As an exception to the standard bumping sequence, described above, the bargaining unit employee may choose a position with fewer hours than other positions under consideration to remain at the preferred site. CSEA will be notified if any employee exercises this option.
  - 2) The employee may not exercise bumping rights into a position with higher assigned hours or a longer work year.

ARTICLE XVIII – Layoff and Reemployment (Continued)

SECTION IV – REEMPLOYMENT RIGHTS

- A. Reemployment shall be in the reverse order of layoff. Reemployment rights shall be in accordance with Education Code section 45298.
- B. Employees who are laid off are eligible for reemployment for a period of 39 months and shall be reemployed in preference to any new applicants. In addition, such employees laid off have the right to apply for promotional positions within the District during the period of 39 months. If all other qualifications are equal, the employee on a reemployment list shall have preference for the promotion.
- C. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to 24 months; provided, that the same test of fitness under which they qualified for appointment to the classification shall still apply.
- D. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former classification or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid re-employment list they shall be ranked on that list in accordance with their proper seniority.
- E. Notwithstanding any other provisions of law, any employee who was subject to being, or was in fact, laid off and who elected service retirement from the California Public Employees' Retirement System shall be placed on an appropriate re-employment list. The District shall notify the Board of Administration of the California Public Employees' Retirement System of the fact that retirement was due to layoff. If the employee is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the employee's request for reinstatement from retirement.
- F. An employee who elects layoff in lieu of displacement or who voluntarily accepts re-assignment to a vacant position in another classification without exercising displacement rights, shall maintain his/her re-employment rights under this Agreement.

## ARTICLE XVIII – Layoff and Reemployment (Continued)

- G. The District shall notify employees on the 39-month-reemployment list of vacant positions in which they have served by certified mail, with a copy to CSEA. On the district form, the employee shall notify the Assistant Superintendent, Human Resources within seven (7) calendar days of their intention to exercise reemployment rights. Employees on the 39-month reemployment list must notify the District of their interest in any positions in which they have not served in order to exercise any reemployment rights they may have into those positions.
- H. Bargaining unit members rehired during their reemployment period shall retain their seniority and shall not be considered to have a “break in service” requiring the employee to “start over” for the purpose of (for example) longevity and vacation accrual.

### SECTION V – CSEA REPRESENTATION

- A. CSEA shall have a right to represent unit members during every meeting as set forth in this Article. Copies of all correspondence relating to this Article will be sent to CSEA.

### SECTION VI – EFFECTS OF LAYOFF

- A. Volunteers shall only be used in accordance with Article II, Paragraph 12.
- B. Employees on the reemployment list shall have priority to perform substitute services in positions for which they are qualified.
- C. An employee who has accrued vacation and is placed on the reemployment list shall have the option to retain or be paid for such accrued vacation.
- D. An employee exercising bumping rights shall retain their current step placement, or their step placement in the position to which they are bumping, whichever is higher.
- E. Either party may request to negotiate additional effects of layoff or reduction in hours at the time such layoff or reduction is proposed to be implemented.

## ARTICLE XIX

### DISCIPLINE

Discipline of a permanent classified employee shall be for cause and shall be conducted procedurally in accordance with this Article.

#### A. Definitions

The following actions shall be considered “discipline” or “disciplinary action” for the purpose of this Article:

Demotion – A District-initiated movement of an employee from a classification of higher range to a classification of lower range without the employee’s written consent.

Suspension – Temporary removal from service for a specified period of time without pay.

Dismissal – Severance of the employment relationship.

#### B. Progressive Discipline

The District may employ oral warnings, conference summaries, written warnings, and letters of reprimand as forms of correction which are considered less than “discipline” for the purposes of this Article. Such efforts will be guided by the concept of progressive discipline with the goal of improving employee performance in accordance with the FRISK or similar process for public employee performance documentation. This section shall not be subject to the Grievance Procedure.

#### C. Causes for Discipline

The District may take disciplinary action against an employee for one or more of the following causes:

##### 1. Job Performance Issues:

- a. Failure to adequately perform job duties;
- b. Carelessness or negligence in the performance of a job duty or in the care of District property (including acts or omissions which result in an unsafe work environment);
- c. Insubordination or violation of any lawful directive by a supervisor;
- d. Discourteous, offensive, or abusive treatment of employees, students, parents, or other members of the public (including threats, intimidation and inappropriate use of physical force);

ARTICLE XIX – Discipline (Continued)

- e. Failure to maintain licenses, certificates or proficiencies required for the position by law, District policy, or job description;
  - f. Physical or mental inability to perform essential job functions which cannot be reasonably accommodated by the District.
2. Attendance Issues:
- a. Repeated tardiness;
  - b. Absent without qualifying available leave;
  - c. Inefficiency resulting from excessive absenteeism;
  - d. Abandonment of position (failure to report to work and to notify the District of legitimate reason for absence which continues for three (3) consecutive workdays).
3. Property Issues:
- a. Willful or negligent damage to property belonging to the District, other employees or visitors or waste of District supplies or equipment;
  - b. Theft or misappropriation of property belonging to the District, other employees, or visitors.
4. Violations of Laws or Rules:
- a. Willful or negligent violation of policies, rules and/or regulations of the District or of the laws or regulations of federal, state, or local governments and their agencies which are applicable to the public schools;
  - b. Use or possession of alcoholic beverages or controlled substances on the job or reporting to work under the influence of alcohol or a controlled substance;
  - c. Conviction of a felony or misdemeanor;
  - d. Conviction of a sex or drug offense as specified in Education Code sections 44010 and 44011 or determination that the employee is a sexual psychopath as specified in Education Code section 45124.
5. Ethical Issues:
- a. Dishonesty;
  - b. Immoral conduct which is work-related or which interferes with the employee's ability to effectively function as a public employee;
  - c. Falsification of District records;
  - d. Offering anything of value in exchange for special treatment in connection with one's employment or accepting anything of value in exchange for special treatment to another employee, student, parent, or other member of the public.

## ARTICLE XIX – Discipline (Continued)

### D. Notice of Disciplinary Action

The District shall serve an employee subject to discipline with a written recommendation to the Board of the personnel action to be taken. This recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

1. A statement of the nature of the personnel action (suspension, demotion, or dismissal);
2. A statement of the causes for the personnel action, as set forth above;
3. A statement of the specific acts or omissions upon which the causes are based. If a violation of a rule, policy, or regulation is alleged, the rule, policy, or regulation violated shall be stated in the recommendation;
4. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.
5. A card or paper, the signing and filing of which shall constitute a demand for hearing and denial of all charges.

No charges, however, shall be based on acts which occurred prior to the employee becoming permanent or for acts or omissions which occurred more than two (2) years prior to the service of the statement of charges, unless such acts or omissions were concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed them.

### E. Employment Status Pending Appeal or Waiver

Except as provided in this Article, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of immediate suspension without pay and dismissal at least five (5) calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal.

## ARTICLE XIX – Discipline (Continued)

This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

Nothing in this Article shall be deemed to prohibit the District from placing an employee against whom a recommendation of personnel action has been issued on administrative leave with pay for all or any portion of the procedures set forth in this Article.

### F. Pre-Disciplinary (Skelly) Meeting

For a suspension of greater than five (5) days, demotion or dismissal, the employee shall be offered an opportunity to meet with the Superintendent or a designee who was not directly involved in preparation of the statement of charges or any investigation upon which the charges are based. This meeting shall be scheduled by the Superintendent or designee to occur generally within ten (10) workdays of service of the Notice, or in any event before the date of any hearing or imposition of discipline. The employee shall have a right to view all documentation upon which the proposed discipline is based and may respond to the charges either orally or in writing. The Superintendent or designee shall have the authority to modify or reject the charges and the recommended disciplinary action. The Superintendent or designee shall inform the employee of his/her decision within five (5) workdays.

### G. Service by Certified Mail of the Statement of Charges

For all disciplinary actions, service of the statement of charges by certified mail shall be considered complete upon deposit in the U.S. Mail. If the statement of charges is served during a time period which is not part of the employee's scheduled work year or during an approved vacation, such days shall not count toward the time the employee has to return a request for hearing.

### H. Right to Request a Hearing

For all disciplinary actions, the employee may request a hearing by submitting a card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges. The time within which the hearing may be requested shall be five (5) workdays after personal service of the statement of charges. The time within which the hearing may be requested shall be ten (10) workdays after service of the statement of charges by certified mail. The request for hearing must be actually received in the Superintendent's Office within this time period.

ARTICLE XIX – Discipline (Continued)

I. Hearing Procedures

If the employee fails to request a hearing by the applicable deadline, the employee waives his/her right to a hearing and the disciplinary action may be imposed. If the employee requests a hearing, it shall be held within a reasonable period of time after the filing of a demand for hearing.

Technical rules of evidence shall not apply at the hearing. The employee shall have the right to personally appear and testify, to be represented by CSEA, or a representative of the employee's choosing, and to call witnesses, and to cross-examine all witnesses called by the District.

1. Superintendent or Designee Hearing

For a suspension of five (5) days or less, the hearing shall be delegated to the Superintendent or designee.

2. Governing Board or Hearing Officer Hearing

- a. For a suspension of more than five (5) days, demotion, or dismissal, the hearing shall be before the Governing Board of the District or at the Board's discretion it may delegate the authority to determine whether sufficient cause exists for disciplinary action to a hearing officer. The parties may mutually agree to a hearing officer. If there is no mutual agreement, the hearing officer shall be selected from a list provided by the California State Mediation and Conciliation Service or its successor organization(s), which shall include the names of at least five (5) potential hearing officers. The request for a list shall be made by the District no later than ten (10) working days of the hearing request. The selection of the hearing officer shall be done by alternatively striking the names of potential hearing officers, until one name remains. The parties shall determine a random method of selecting the first party to strike names.
- b. The hearing officer shall submit a written recommendation to the Governing Board, which shall include proposed findings of fact and determination of issues. A copy of the written recommendation shall be sent to the employee and the Association. Prior to making a final decision, the Governing Board shall afford CSEA and the District an opportunity to present arguments to the Board as to the sufficiency of cause for the disciplinary action. The Board may accept, reject, or modify the recommendation of the hearing officer. If the Board rejects or modifies the hearing officer's recommendation, it shall first review the record and make its own findings of fact.

ARTICLE XIX – Discipline (Continued)

- c. Either the employee, CSEA on the employee's behalf, or the District may request a record of the hearing be made. The requesting party shall bear the cost of such record. When both parties make a joint request for a record of the hearing, the parties will share equally in the cost of the record. The hearing shall be in closed session unless the employee makes a written request for a public hearing at least five (5) workdays prior to the hearing.

**RECOMMENDED FOR RATIFICATION:**

For the District:

Chad Robertson

Date: 1/23/2018

For CSEA:

Deanna Teixeira

Date: 1/23/2018

By their signatures below, the signatories certify that they are the authorized representative of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

**RATIFIED**

LUCIA MAR UNIFIED SCHOOL DISTRICT

By Chad Robertson

Chad Robertson  
President, Board of Trustees

By Colleen Martin

Colleen Martin  
Clerk, Board of Trustees

By Raynee Daley

Raynee Daley, Ed.D.  
Superintendent, LMUSD

CSEA

By Deanna Teixeira

Deanna Teixeira  
President, CSEA

Dated: 1/29/2018

APPENDIX A  
LUCIA MAR UNIFIED SCHOOL DISTRICT

Custodial/Grounds/Food Service

EXTRA DUTY AND/OR OVERTIME ASSIGNMENTS PROCEDURE

1. ELIGIBILITY

- A. Upon completion of six (6) months employment in the classification, employees are eligible for placement on the extra duty/overtime assignment roster.
- B. Employees will be placed on the roster at the highest amount of hours shown on the roster plus one-half hour.

2. ASSIGNMENT CRITERIA

A committee composed of stakeholders shall meet to study implementation of overtime assignments and report back to the District/CSEA interest-based negotiating group.

- A. Extra duty/overtime assignments shall be made based on seniority unless the District notifies CSEA in writing and establishes good cause why the assignment should not be made. This determination by the District may be submitted to the grievance procedure.
- B. Extra duty/overtime assignments shall be made based on seniority at the site within classification. If an employee is not available at the site then the district-wide list will be used.
- C. Extra duty/overtime assignments will be assigned to employees with the lowest amount of hours shown on the roster. Whenever two or more employees have the same amount of extra duty/overtime assignment hours showing on the roster, the employee with the highest bargaining unit seniority will receive the assignment. The same will apply whenever two employees are requested and only one employee is needed.
- D. Extra duty/overtime assignments will be posted when received and assigned up to ten (10) working days preceding the assignment. In the event the extra duty/overtime assignments are not offered at least two (2) working days preceding the assignment, employees who turn down the extra duty/overtime assignments will not be charged.
- E. If no eligible employee accepts an overtime assignment, the assignment may be offered to any employee.

APPENDIX A – Extra Duty and/or Overtime Assignments Procedure (Continued)

3. DECLINING EXTRA DUTY/OVERTIME ASSIGNMENTS

- A. Whenever an employee declines an assigned extra duty/overtime assignment, the hours which would have been earned on the extra duty/overtime assignment will be charged to that employee on the roster. Employees will accept or decline extra duty/overtime assignments as soon as possible.
- B. Extra duty/overtime assignments declined due to illness, vacation and other approved absences will not be charged to the employee. Employees with an extended absence (5 or more days) will be removed from the roster. Upon their return, employees will be reassigned to the roster in accordance with the eligibility procedures.

4. ASSIGNMENT TABULATION

- A. Earned and declined extra duty/overtime assignment hours will be tabulated by adding the straight time earned above the regularly assigned daily hours and the overtime earned after eight hours or weekends and holidays.

APPENDIX B  
LUCIA MAR UNIFIED SCHOOL DISTRICT

DEFINITION OF TERMS

1. Date of Hire

Date an employee is first in paid status as a regular, not substitute, employee.

2. Emergency

Poor planning does not constitute an emergency. Employees have the right to grieve frivolous "emergency" calls.

3. Equalization Day

Compensating day(s) off due 12 month employees in years when the district calendar exceeds 260 days.

4. Extra Duty Time

Any time additional to unit members scheduled work hours up to 8 hours in one workday.

5. Flex Time

An arrangement whereby an employee may occasionally deviate from his/her assigned duty day by mutual agreement between the employee and his/her supervisor.

6. Incumbent

The employee currently working in a certain classification at a certain job site.

7. Negotiate

To meet, discuss and work out an agreement over any situation requiring a decision.

8. Overtime

Any time worked in excess of 8 hours in one day, or 40 hours in one week.

9. Probationary Period

The first calendar year of employment with the District in classified service.

APPENDIX B – Definition of Terms (Continued)

10. Reasonable

That which is fair, just, and makes sense to all parties concerned.

11. Reclassification

The upgrading of a position to a higher classification as a result of the gradual increase of duties being performed as required by the position.

12. School District Business

The business of carrying out the mission of a school district.

13. School District Mission

Engage. Challenge. Inspire.

### CLASSIFIED EMPLOYEE SALARY SCHEDULE 2018-2019

CLASSIFICATION TITLE	RANGE	CLASSIFICATION TITLE	RANGE
Accounting Technician I	20	Journeyman High Voltage	38
Accounting Technician II	22	Journeyman HVAC	34
Accounting Technician III	26	Journeyman Plumber	34
Activities Accounting Technician	24	Lead Mechanic	30
Attendance Technician, High School	15	Library Technician	*10-19
Bus Driver	20	Licensed Vocational Nurse/Instructional Asst.	33
Bus Driver/Trainer	24	Locker Room Assistant	10
Bus Driver/Utility	24	Maintenance Worker	23
Campus Security	18	Maintenance Worker w/add'l skills	**24-33
Career Center Technician	30	Mechanic	27
Certified Occupational Therapy Assistant	24	Migrant Support Technician	*15-20
Child Development Assistant, Cal-SAFE	14	Noon Duty Supervisor	0
Child Nutrition Services Buyer/Acct. Tech. III	26	Parent/Community Liaison Assistant	7
Classroom Support Instructional Assistant	*10-18	Pest Control & Turf Technician	23
Curriculum Secretary III	20	Physical Education Instructional Assistant	*10-18
Curriculum Secretary IV	24	Print Shop Graphics Technician	25-31
Custodian I	17	School Readiness Family Advocate	*10-18
Custodian II	19	School Technology Assistant	*10-18
Custodian III, High School	24	Secretary I	17
Educational Transcriber	35	Secretary II	19
Elementary School Secretary - Level I & II	*17-19	Secretary III	20
Facilities/Construction Secretary	26	Secretary IV	24
Families in Transition Support Coordinator	*15-20	Secretary V + Continuation High School	26
Food Service Unit Leader I	15	Senior Accounting Technician - Payroll	31
Food Service Unit Leader II	16	Senior Translator/Interpreter	30
Food Service Unit Leader III	23	Sign Language Interpreter	40
Food Service Worker	9	Special Education Instructional Assistant	*10-18
Grounds Maintenance Worker I	21	Speech Language Pathology Assistant	24
Grounds Maintenance Worker I w/add'l skills	22	Student Information Specialist	38
Grounds Maintenance Worker II	23	Student Information Technician	30
Grounds Maintenance Worker II w/add'l skills	**24-27	Student Records Specialist, High School	24
Health Clerk	17	Student Services Secretary III	22
Human Resources Clerk	20	Student Services Technician I	17
Human Resources Receptionist	13	Student Services Technician II	20
Information Systems Specialist	38	Student Services Technician III	24
Information Systems Technician I	26	Student Support Advocate	*10-18
Information Systems Technician II	31	Telecommunications/Low Voltage Technician	**29-36
Information Technology Secretary	24	Translator/Interpreter	24
Journeyman Electrician	36	Warehouse Delivery Person	20

\*See page 3

\*\*See page 4

Longevity Increments	Monthly Amt	Requirement	Hourly Amt
Increment #1	\$ 65.10	10 years completed service	\$ 0.37
Increment #2	\$ 130.20	15 years completed service	\$ 0.75
Increment #3	\$ 195.30	20 years completed service	\$ 1.11
Increment #4	\$ 260.40	25 years completed service	\$ 1.48
Increment #5	\$ 325.50	30 years completed service	\$ 1.86
Increment #6	\$ 390.60	35 years completed service	\$ 2.23
Increment #7	\$ 455.70	40 years completed service	\$ 2.59

10.20.15 -Board approved 4% increase retro to 7.1.15  
 3.7.17 - Board approved 3.75% increase retro to 7.1.16  
 Revised: 8.2.17  
 BOE approved 3.20.18 - Step 8 created w/4.3% retro to 7.1.17  
 BOE approved 3.20.18 - .7% added to step 8, eff. 7.1.18

New position added: Career Center Technician - eff. 4.11.17  
 New position added: Certified Occupational Therapy Asst. - eff. 5.16.17  
 New position added: Student Support Advocate - eff. 6.20.17  
 BOE approved 2.6.18 - FSUL III range change retro to 7.1.17  
 BOE approved 2.6.18 - Print Shop Graphics Tech. range change retro to 7.1.17



## **PLACEMENT SCHEDULES**

The placement schedules established offer each of the employees in these areas the opportunity to upgrade themselves by taking additional educational work in their field through a college and/or district approved inservice(s). Listed below is a breakdown in each of the areas which determines the placement on the salary schedule.

### **INSTRUCTIONAL ASSISTANT, SCHOOL READINESS FAMILY ADVOCATE, SCHOOL TECHNOLOGY ASSISTANT, STUDENT SUPPORT ADVOCATE**

- Range 10      None or a limited number of units
- Range 12      Completion of 15 semester units of a varied academic program.
- Range 15      Completion of 30 semester units of a varied academic program, 15 of which must be educational courses or related subjects.
- Range 18      An AA Degree (60 semester units or more, 30 of which must be education courses or related subject(s) or 60 units of education courses.

### **LIBRARY TECHNICIAN**

- Range 10      None or a limited number of units
- Range 12      Completion of 15 semester units of a varied academic program. Library Technology courses are encouraged.
- Range 15      Completion of 30 semester units of a varied academic program, 15 of which must be related to Library Sciences.
- Range 18      An AA Degree
- Range 19      An AA Degree including the Library Technology certificate.

### **MIGRANT SUPPORT TECHNICIAN, FAMILIES IN TRANSITION SUPPORT COORDINATOR**

- Range 15      0 - 59 college semester units
- Range 18      AA degree or 60 college semester units
- Range 20      BA or BS degree

### **ELEMENTARY SCHOOL SECRETARY**

- Range 17      School enrollment up to 549.
- Range 19      School enrollment 550 and higher.

### **SECOND LANGUAGE STIPEND**

A 2% stipend will be given to employees whose job description requires proficiency in a second language, provided each employee takes and passes the district examination for that particular second language. This includes, but may not be limited to, Families in Transition Support Coordinator, Migrant Support Technician, School Readiness Family Advocate, Sign Language Interpreter, Sr. Translator/Interpreter, and Translator/Interpreter.

A stipend will be considered for employees who are called upon to use a second language in the regular course of their duties. This request will begin with the site manager who will investigate the percentage of time the skills are used, the skill level necessary and the impact on the site if the individual did not provide the expertise in the second language. Each request will be considered individually. The final determination will involve site management, Human Resources and CSEA. If it is determined an individual provides a crucial service, then that individual has a choice to take and pass the district examination for that particular second language and receive a 2% stipend or continue to provide the service and receive a 1% stipend.

The stipend will be paid to that employee as long as he/she remains at that site and provides this service.

### **TRAINING STIPEND**

For the 2015 - 2016 school year, the Student Records Specialist, AGHS shall receive a 2% annual stipend for training and support per re-class.

## FACILITIES MAINTENANCE OPERATIONS

### Grounds Maintenance Worker II with Additional Skill Ratings:

Irrigation & Drainage Level I	Range 24
Irrigation & Drainage Level II	Range 25
Irrigation & Drainage Level III	Range 26
Heavy Equipment Operator Level I	Range 27

### Maintenance Worker with Additional Skill Ratings:

Carpenter Level I	Range 24
Carpenter Level II	Range 25
Carpenter Level III	Range 26

Electrician Level I	Range 24
Electrician Level II	Range 25
Electrician Level III	Range 26
Electrician Level IV	Range 29
Journeyman Electrician	Range 36
Journeyman High Voltage	Range 38

Heavy Equipment Operator Level I	Range 24
Heavy Equipment Operator Level II	Range 25
Heavy Equipment Operator Level III	Range 26

HVAC Level I	Range 24
HVAC Level II	Range 25
HVAC Level III	Range 26
HVAC Level IV	Range 29
Journeyman HVAC	Range 34

Irrigation & Drainage Level I	Range 24
Irrigation & Drainage Level II	Range 25
Irrigation & Drainage Level III	Range 26

Locksmith Level I	Range 24
Locksmith Level II	Range 25
Locksmith Level III	Range 26
Locksmith Level IV	Range 29

Painter Level I	Range 24
Painter Level II	Range 25
Painter Level III	Range 26
Painter Level IV	Range 29

Plumber Level I	Range 24
Plumber Level II	Range 25
Plumber Level III	Range 26
Plumber Level IV	Range 29
Journeyman Plumber	Range 34

Telecommunications/Low Voltage Technician:	
Fire Alarm - Level I	Range 29
Phones - Level I	Range 30
Network - Level I	Range 31
Fire Alarm - Level II	Range 32
Phones - Level II	Range 33
Network - Level II	Range 34
Fire Alarm - Level III	Range 35
Network - Level III	Range 36

Welder Level I	Range 24
Welder Level II	Range 25