



2018 - 2021
CONTRACT OF AGREEMENT

BETWEEN

CONEJO VALLEY UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION

AND ITS

CONEJO CHAPTER 620



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PREAMBLE

This Agreement is made and entered into this July 1, 2018, by and between the Conejo Valley Unified School District, hereinafter referred to as the District, and the California School Employees Association and its Conejo Valley Unified Chapter 620 or its successor, hereinafter referred to as the Union.

The purpose of this Agreement is to provide a procedure for the resolution of grievances and establish rates of pay and other terms and conditions of employment that fall within the statutorily specified scope of bargaining.

ARTICLE 1 RECOGNITION

1.1 Acknowledgement: The parties hereby acknowledge that the California School Employees Association and its Conejo Valley Unified Chapter 620, is the exclusive bargaining representative for all classified employees holding positions in the following job classifications:

- Account Clerk
- Accounting Technician I
- Accounting Technician II
- Administrative Assistant
- Adult School Classroom Aide
- Adult School Program Specialist
- Associated Student Body Bookkeeper
- Audio Visual Electronics Technician
- Behavior Intervention Specialist
- Behavioral Health Clinician I
- Behavioral Health Clinician II
- Benefits Technician
- Child Care Assistant
- Child Care Leader
- Child Nutrition Assistant I
- Child Nutrition Assistant II
- Child Nutrition Assistant-Satellite
- Child Nutrition Delivery Worker
- Child Nutrition Manager
- Child Nutrition Production Manager
- Child Nutrition Technician
- College and Career Guidance Specialist
- Credentials Technician
- Custodian
- Database Administrator
- Early Care Aide
- Early Care Assistant Teacher
- Early Care Teacher
- Early Literacy Teacher
- Employment Specialist
- Family Services Coordinator
- Family Services Coordinator-Bilingual/Spanish
- Food Services Aide
- Grounds Equipment Operator
- Groundskeeper
- Health Clerk
- Heating/Ventilating Mechanic
- Human Resources Assistant
- Human Resources Technician
- Instructional Media Technician

Internal Auditor
Irrigation Technician
Job Trainer
Language Assessment & Development Facilitator/Chinese
Language Assessment & Development Facilitator/Farsi
Language Assessment & Development Facilitator/German
Language Assessment & Development Facilitator/Japanese
Language Assessment & Development Facilitator/Korean
Language Assessment & Development Facilitator/Spanish
Language Assessment & Development Facilitator/Vietnamese
Lead Custodian
Lead Family Services Coordinator
Lead Groundskeeper
Library Technician
Licensed Nurse
Locksmith
Maintenance Carpenter
Maintenance Electrician
Maintenance Lead – Buildings/Facilities
Maintenance Lead – Mechanical Systems
Maintenance Painter
Maintenance Plumber
Maintenance Services Leadworker/Dispatcher
Maintenance Worker H
Mechanic
Network Engineer
NFL Program Specialist
Office Assistant I
Office Assistant II
Office Assistant III
Outreach Worker – Bilingual Spanish
Paraeducator – Classroom Assistant
Paraeducator I
Paraeducator II
Paraeducator III
Paraeducator /Bilingual-Arabic
Paraeducator /Bilingual-Chinese
Paraeducator /Bilingual-Farsi
Paraeducator /Bilingual-Korean
Paraeducator /Bilingual-Spanish
Paraeducator /Bilingual-Vietnamese
Paraeducator /Braille Transcriber
Paraeducator Severely Disabled
Paraeducator Visually Handicapped
Paraeducator Vocational Education
Payroll Technician
Payroll Specialist
Pest Control Technician
Planning Specialist
Pool Maintenance Technician
Preschool Assistant Teacher
Preschool Assistant Teacher/Bilingual-Spanish
Preschool Teacher
Preschool Teacher/Bilingual-Spanish
Printing Services Technician
Printing Services Coordinator

Purchasing Expediter
Purchasing Specialist
Receptionist
Registrar
School Occupational Therapist
School Office Manager I
School Office Manager II
School Office Manager III
School Office Manager IV
School Outreach Assistant
Secretary
Senior Accountant
Senior Office Assistant I
Senior Office Assistant I
Senior Grounds Equipment Operator
Sign Language Interpreter
Site Computer Technician I
Site Computer Technician II
Special Education Data Technician
Speech-Language Pathology Assistant
Speech-Language Pathology Assistant, Bilingual-Spanish
Irrigation Technician
Systems Administrator
Systems Analyst
Systems Engineer
Systems Technician
Textbook Clerk
Tobacco Use Prevention Education Coordinator
Translator-Interpreter
Transportation Specialist
Warehouse Leadworker
Warehouse Specialist
Warehouse Technician
Web Content Specialist

- 1.2 Newly created classified positions in new or existing job classifications, except those that are lawfully certificated, management, confidential, supervisory or classified service exempt, shall be assigned to the unit by the District in accordance with Government Code Section 3545. Nothing herein shall be deemed to waive the right of either party to petition the PERB for a modification of the unit.
- 1.3 Scope of Representation: The scope of representation shall be limited to matters relating to wages, hours of employment and those terms and conditions of employment required to be bargained under Government Code Section 3543.2 (Rodda Act). This provision shall not be subject to the grievance procedure contained in Article 20 of this Agreement.

**ARTICLE 2
DURATION**

- 2.1 The parties agree that these Articles constitute a binding contract and contain all of those matters within the scope of representation as defined by Sections 3540-3549 Chapter 10.7 of Division 4 of Title 1 Government Code and such other matters to which the parties have mutually agreed including the right of the District to originally allocate specific classes to the appropriate range indicated in salary schedule Appendix A.
- 2.2 The parties agree that they have met and negotiated on those points on which they are required to do so by law, that this Contract includes all agreements reached and that agreements so reached shall be in force for the duration of this Contract. Except as noted in the following paragraph, there are no further items to be negotiated for this period.
- 2.3 The term of this Agreement shall be from July 1, 2018 thru June 30, 2021, with reopeners in the first and second year on: Article 9 (Pay and Allowances), Article 10 (Health and Welfare Benefits), and one additional article of each party's choice.
- 2.4 Notwithstanding the above, it's agreed that Article 10 Health & Welfare Benefits shall be reopened for negotiations by April 1 of each year of this agreement.

**ARTICLE 3
EMPLOYEE RIGHTS**

3.1 Employment Status:

- 3.1.1 A unit member must serve a probationary period upon initial hire into a regular classified position and in any new job class subsequently held. The probationary period shall be 130 days, or six (6) months, whichever is longer, in paid status.
- 3.1.2 For purposes of defining the probationary period, paid status shall include days in which service is rendered in a regular job class, and any assigned out-of-class assignments, paid holiday(s) and paid vacation. The District may allow up to four (4) days of paid illness leave to be included towards the probationary period. The probationary period shall be extended to account for any unpaid breaks in service and paid illness leave on a one to one day basis.
- 3.1.3 Upon reassignment into a related lateral job classification as the position and job class in which the unit member holds permanency, the unit member shall serve a probationary period of (3) months or sixty-five (65) work days, whichever is longer.

3.2 Non-Discrimination Clause:

Union members shall not be intimidated, restrained, retaliated against, or coerced for engaging in lawful Union activity.

3.3 Personnel Files:

- 3.3.1 Establish and maintain a personnel file for each unit member pursuant to applicable employment laws. A unit member shall have the right to examine either in person or, when duly authorized by the unit member, by his/her attorney or exclusive representative or in conjunction with either of those, his/her personnel file, except for confidential placement-related and examination items, at the District Office, at and for reasonable times during his/her working hours without loss of pay, in the presence of a representative of the District, within the provisions of the law.
- 3.3.2 Among the types of material expected to be placed in a unit member's personnel file are evaluations, observations, health clearances, record of assignments and letters of outstanding service and of unsatisfactory service.
- 3.3.3 Confidential placement-related and examination items, as referred to above, which are not subject to inspection, include ratings, reports and records which were obtained prior to the employment by the District of the person involved or were prepared by identifiable examination committee members.
- 3.3.4 A unit member shall be provided with copies of any written material placed in his/her personnel file except those items excluded in 3.2.1. The unit member shall be given a reasonable opportunity to prepare a written response to such material on release time without loss of pay. Unit members, however, are encouraged to write rebuttals on non-work time. If the unit member believes he/she needs work time to prepare a response, the unit member may request release time from the Assistant or Deputy Superintendent, Human Resources. The Assistant or Deputy Superintendent, Human Resources, will grant such time as he/she deems appropriate. If the unit member does not agree that the designated time is reasonable, the unit member will be notified of his/her right to contact CSEA for further discussions on this subject.
- 3.3.5 Any written response shall be attached to the top of the written material placed in the employee's personnel file.

- 3.3.6 No information of an anonymous nature shall be placed in the official personnel file of a unit member.
- 3.3.7 Written matter, other than standard District forms (e.g., purchasing, work order, time and attendance, accident, workers' compensation and inspection reports), that is not placed in the official personnel file of a unit member may not be used as supporting or corroborating evidence in any disciplinary action.
- Any written materials placed in the official personnel file shall indicate the date of such placement and bear the signature of the person who placed it there.
- 3.3.8 A Personnel File Review Record shall be attached to the official personnel file. This record shall indicate each time that the file was reviewed and bear legible signatures of reviewers excluding Human Resources Staff.
- 3.3.9 If information of a derogatory nature is subsequently proven to be invalid by decision of the Superintendent, his/her designee or by judicial decision, such information shall be placed in a sealed file and may not be reviewed thereafter except by order of a judicial body.

ARTICLE 4
ORGANIZATIONAL RIGHTS

4.1 Union Rights: The Union shall have the following rights in addition to the rights contained in any other portion of this Agreement:

- 4.1.1 Authorized representatives of the Union shall, upon prior notice to the District, be permitted to transact business relating to the implementation of this Agreement or to attend scheduled meetings with District management on District property. The phrase "prior notice to the District" means, in the case of a school, notice to and concurrence of the principal or his/her designee, and in the case of another type of installation, notice to and concurrence of the senior officer of the District in charge of the installation, or his/her designee. Concurrence may be withheld if the granting of the request at that time would significantly interfere with the activities of the work unit.
- 4.1.2 The Union shall continue to have use of the District's internal communication service.
- 4.1.3 The right to use without charge institutional bulletin boards and other District means of communication for the posting or transmission of information or notices concerning Union matters that are not inconsistent with this Agreement.
- 4.1.4 The right to use available institutional facilities at and for reasonable times for purposes not adverse to the maintenance of District operations.
- 4.1.5 The right to be supplied free of charge with a complete roster of all bargaining unit employees on a quarterly basis. The roster shall indicate the employee's present classification, primary job site, and residence. The bargaining unit may request other position related information that is easily accessible through the District's current HR/Payroll database system to be provided.
- 4.1.6 The right to information on, and access to, copies of governmental grants when such grants can reasonably be expected to impact matters within the required scope of bargaining, and said copy shall be forwarded to the Union at approximately the same time as to the governing board. The District shall notify the Union not less than ten (10) working days prior to the effective date of any changes in District forms that would directly affect members of the bargaining unit under the provisions of the Contract.
- 4.1.7 The right to receive two (2) copies of budget or financial material when such directly impacts matters subject to bargaining at approximately the same time that it is given to the governing board.
- 4.1.8 The right of paid release time for up to twenty-one (21) working days or one hundred sixty-eight (168) hours to attend the conferences or other Association business that is not inconsistent with the interests of the District (e.g., matters relating to the conducting of concerted activities). If the Association elects to send an additional delegate to the CSEA annual conference, the District shall authorize an additional five (5) days of paid release time to attend the conference.

The use of paid release time is subject to reasonable advance notice, which in no event shall be less than two (2) working days. Time may be taken in units of hourly increments.

- 4.1.8.1 Subject to acceptance by the State CSEA into the CSEA Release Time Program, the District agrees to provide an additional 26 paid days to up to two (2) CSEA designated members for release time to visit job sites. Such release time in this section shall be fully reimbursed to the District by CSEA. Each year the CSEA Chapter 620 shall designate those who may be released for these site visits. No more than 2 members shall be released on any given day for this purpose. Should the CSEA Chapter 620 not qualify for acceptance into the CSEA Release Time Program, this subsection, 4.1.8.1, shall be null and void.

4.1.9 Representation on Advisory Committees:

If the District forms or causes to be formed an advisory committee on any matter, the substance of which affects the working conditions of any unit member which is mandatorily bargainable under the Rodda Act, the Union shall be entitled to participate thereon.

4.1.10 Restriction on District Negotiations and Agreements:

The parties recognize that since the Union is the exclusive representative of unit members, the District may not conduct negotiations or enter into any agreement based thereon with any other organization on matters concerning the rights of unit members, as contained in this Agreement.

4.2 Unit Member Seniority List:

The District will publish and distribute digitally to employees a seniority list by classification based on hours in paid status within ~~that~~ employees' respective job classification and any higher classifications between January 1st and March 30th of each year.

4.3 Orientation of New Unit Members

The District will comply with the terms of the Memorandum of Understanding signed in compliance with the Assembly Bill 119, which will remain in effect through June 30, 2020.

ARTICLE 5
CHECK OFF AND ORGANIZATIONAL SECURITY

- 5.1 Check Off: The Union shall have the sole and exclusive right to have membership dues and fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, and other plans or programs jointly approved by the Union and the District. The District shall pay to the designated payee within twenty (20) days of the deduction all sums so deducted.
- 5.2 Dues Deduction:
- 5.2.1 The District shall deduct, in accordance with the CSEA dues schedule attached hereto and marked Appendix B, dues from the wages of all unit employees who are members of CSEA.
- 5.2.2 Non-bargaining unit members shall not instruct employees on the process to rescind membership in CSEA, but refer any questions on the subject to the CSEA Labor Relations Representative for the Chapter.
- 5.2.3 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 5.3 In the event that a unit member revokes his/her dues authorization or fails to make arrangements with CSEA for the direct payment of dues, the District shall deduct dues until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.
- 5.4 Hold Harmless Provision: CSEA agrees to reimburse the District, its officers and agents for all legal fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organization security provision of this Agreement or the implementation thereof.

ARTICLE 6
UNION REPRESENTATIVES

- 6.1 The parties agree that the Union may designate up to eight (8) employer/employee relations representatives (EER Reps); and that the Union may designate up to two site representatives for each separate location where there are more than two (2) members regularly assigned to work.
- 6.2 Selection of Union Representatives: The Union reserves the right to designate the method of selection of EER, union stewards, and site representatives. The Union shall notify the District in writing of the names and capacities of such representatives and the group they represent. If a change is made, the District shall be advised in writing forthwith of such change.
- 6.3 Duties and Responsibilities of Representatives: To the extent such cannot be reasonably handled during non-duty hours, representatives shall, subject to District operational needs, after notifying his/her immediate supervisor, be permitted to leave without penalty his/her normal work area during reasonable times in order to assist in investigation and presentation of grievances; to represent unit members in the case of any disciplinary or investigative disciplinary meeting where the employee requests such representation; to accompany CAL-OSHA representatives in conducting on-site walk-around safety inspections of any area for which the site representative has responsibility; and to file notice or take action on behalf of unit members relative to rights afforded under this Agreement.
- 6.4 For purposes of representation during investigative meetings, the following shall apply:
- 6.4.1 The representative shall be able to take an active role in assisting the employee to present the facts, including speaking during an investigation interview.
- 6.4.2 The manager/supervisor conducting the interview may require the employee to answer specific questions regarding the matter under investigation directed to the employee.
- 6.5 The foregoing rights of Union representatives pertain to the Union designated EER, site representatives, and/or chapter union stewards, it being understood that only one (1) unit employee representing, unless one of the representatives is in training, shall exercise the right of release time with respect to any single incident and any activities, meetings, and appeals relating thereto.

**ARTICLE 7
DISTRICT RIGHTS**

- 7.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers of the District are the right to:

Determine its organization; direct the work of its Classified Bargaining Unit members; determine the times and hours of operation; determine the types and levels of services to be provided and the methods and means of providing them; determine staffing; determine the number and classification of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; take action in the event of emergency, (i.e., natural disaster, act of war, declaration of martial law, riots, strike, flood, earthquake, fire, epidemic, power failure, energy crisis and/or water crisis); classify, hire, assign, transfer, terminate, evaluate, promote, discipline and terminate Classified Bargaining Unit members in accord with applicable procedures.

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

Nothing in this Article will be used for the purposes of unlawful acts, including but not limited to retaliation or discrimination against any employee or Union; furthermore, the provisions hereof are subject to the other provisions of this Agreement.

**ARTICLE 8
CONCERTED ACTIVITIES**

- 8.1 It is agreed and understood that there will be no lock-out by the District and there will be no strike, work stoppage, walk-out, slow-down, or other concerted interference with the operations of the District by the Union or its members including compliance with the request of other labor organizations to engage in such activity.

**ARTICLE 9
PAY AND ALLOWANCES**

9.1 The District and CSEA Chapter 620 agree to the on-schedule salary adjustment of 2%, effective July 1, 2018.

Effective July 1, 2019, an additional 0.5% on-schedule salary adjustment will be implemented. Such increase shall be notwithstanding the right by CSEA to reopen negotiation on salary for fiscal year 2019-2020, in accord with Article 2.4.

9.2 Placement on the Salary Schedule:

9.2.1 Permanent employees of the unit promoted to a higher classification shall be placed on the schedule at a level which would give them at least a five percent (5%) raise and thereafter progress in the same manner as probationary employees until the maximum regular step is reached.

9.2.2 After the original allocation, reallocation of classifications to a higher range on the salary schedule may be made by the District without negotiation or consultation if and when it determines that the classification salary level is not adequate to resolve recruitment difficulties or position turnover. The District will provide the Union with advance notice of implementing such action.

9.3 Advancement on the Salary Schedule:

9.3.1 Qualification for step movements during the term hereof shall occur on the first day of each fiscal year for those unit members who have been in a working status (as opposed to a paid status) for at least seventy five percent (75%) of their working year. For purposes of this Section only, holidays and vacation days are to be considered as working days. In cases where an employee is promoted to a higher level job classification, one must serve at least seventy five percent (75%) in assignment to be eligible for step advancement.

9.3.2 Notwithstanding Section 9.3.1 above, advancement on the salary schedule shall not occur if the overall evaluation rating is not "Meets Standards" or higher, provided, however, that if a unit member receives an overall evaluation of less than "Meets Standards" he/she shall be entitled to again be evaluated in not less than thirty (30) nor more than sixty (60) working days. The evaluator shall personally observe the unit member during the "re-evaluation" period. If the member receives a "Meets Standards" or higher rating on this evaluation, the step increase shall be effective the first day of the following month. If, however, the overall rating is still less than "Meets Standards" the member will not be eligible to receive his/her step increase.

9.3.2.1 If the procedures listed in 9.3.2 are not followed by the evaluator of the unit member, then advancement on the salary schedule shall be retroactive, if necessary to July 1.

9.3.2.2 If the unit member does not improve their performance evaluation to "Meets Standards" in the second evaluation and their salary advancement is frozen at the current step; the unit member shall have the right to utilize the disciplinary appeal process in the Personnel Commission Rules and Regulations.

9.4 When a bargaining unit member is required to perform duties of a higher classification than those regularly assigned to his/her current position by the governing board for a full work day or work shift, the salary of the affected bargaining unit member shall be adjusted upwards to the lowest step of the higher classification that is at least five percent (5%) over his/her current hourly rate for the entire time period that he/she performs the higher level duties.

9.4.1 A unit member on an active eligibility list may request to work out of class for listed job openings. Such requests shall be made to the Personnel Department.

- 9.5 Longevity Compensation: Employees shall be eligible to receive longevity compensation on the basis of years of service as specified in 9.5.1, in recognition of value added contribution that stems from knowledge, proficiency and efficiency attained through years of service with the District.
- 9.5.1 Upon completion of seven (7), ten (10), fourteen (14), twenty (20), twenty-four (24) and twenty nine (29) years of service, respectively, from the hire date into a regular position, with adjustment for any break in service. Unit members shall at each of those steps receive an additional two point five percent (2.5%) salary increase, unless conditions specified in 9.5.2, and 9.5.3 are applicable, in which case the employee shall have a new eligibility date as specified in 9.5.4.
- 9.5.2 Employee has received two (2) written reprimands within a period of 18 months of reaching eligibility for added compensation per 9.5.1.
- 9.5.3 Employee has had disciplinary action (e.g. suspension, demotion) taken against him/her within 18 months of reaching eligibility for added compensation per 9.5.1.
- 9.5.4 If the employee is not eligible for longevity compensation upon reaching the required years of service as specified in 9.4.1, the employee will have to work one (1) additional year before becoming eligible provided that conditions specified in 9.5.2, 9.5.3 and 9.5.4 are not applicable at the time of new eligibility date.
- 9.5.5 The effected unit member shall have the right to appeal his/her eligibility status in accordance with the Personnel Commission Rules and Regulation Article 33.
- 9.6 Differential Compensation:
- 9.6.1 "Differential" is a salary allowance in addition to the basic rate or schedule, based upon additional hours of employment or distasteful, dangerous, or unique work.
- 9.6.2 Split Shift: All unit members whose assigned shift contains one or more periods of unpaid time the total of which exceeds two (2) hours per day shall be paid a shift differential of three and one-half percent (3.5%) or a minimum of fifty dollars (\$50.00) per month, whichever is higher, effective upon ratification of this contract.
- 9.6.2.1 Shift: Any unit member fifty percent (50%) or more of whose assigned work shift occurs between 5:00 p.m. and 6:00 a.m. shall be paid a shift differential of three and one-half percent (3.5%) or a minimum of fifty dollars (\$50.00) per month, whichever is higher, effective upon ratification of this contract.
- 9.7 Unit members who are serving in positions with an assignment term fewer than 12 months, may elect to receive their total compensation in twelve (12) equal monthly payments in accordance with California Education Code Section 45165, so long as a request is submitted to the Fiscal Services Department by July 1st of the upcoming school year.
- 9.8 Specialized Health Care Services
Unit members who willing to participate in voluntary emergency medical training, in the absence of a credentialed school nurse or other licensed nurse, and perform specialized medical procedures as permissible by law and following appropriate training by a licensed school nurse and/or physician, may be eligible for the following compensation:
- 9.8.1 Receive a stipend of seventy-five dollars (\$75) for participating in a training session to administer emergency medication, such as: Diastat, EpiPen, Glucagon, or other similar medication.
- 9.8.2 Receive one hundred twenty five dollars (\$125) per incident of administration of Diastat; and seventy-five dollars (\$75) per incident administration of EpiPen and/or Glucagon that is determined to be medically necessary, not to exceed \$750 on an annual basis.

- 9.8.3 Unit members whose job classifications do not encompass the essential function of providing specialized health care services, but who are assigned within the scope of their daily duties to monitor students with specialized medical needs requiring vital monitoring, such as blood sugar level and/or seizure observation log, will be eligible for a monthly additional compensation of seventy-five dollars (\$75).
- 9.9 Supplemental Checks: Any procedural error resulting in insufficient payment for a unit member shall be corrected and a supplemental check issued as soon as possible under Ventura County/Conejo Valley Unified School District procedures. In order for errors to be corrected within the minimum time, the member must report the error not later than the second working day following distribution of payroll warrants.
- 9.10 Lost Checks: Any paycheck for a unit member which is lost after receipt or which is not delivered within five (5) days of mailing (if mailed) shall be replaced as soon as possible under Ventura County Office of Education / Conejo Valley Unified School District procedures following the member's request to the Fiscal Services Department for replacement of the check.
- 9.11 Distribution of Monthly Payroll:
- 9.11.1 The District will transmit pay warrants monthly by direct deposit.
- 9.11.2 Unit members will receive notification of monthly direct deposit via email.
- 9.12 Mileage: Any unit member required to use his/her vehicle on District business shall be reimbursed at the rate in effect on the date of such usage as provided by Board Policy which shall be no less than the applicable IRS rate per mile for all miles required to be driven on behalf of the District. The mileage computation shall include mileage necessary to return to the member's normal job site after completion of District business. This amount shall be payable in a separate warrant drawn against District funds.
- 9.13 Travel: The District shall reimburse unit members for the cost of travel related expenses incurred while away on pre-approved District business in accord with applicable laws and Board policy.

ARTICLE 10
HEALTH AND WELFARE BENEFITS

***Please see overview of health benefits at our internal website at
<http://www.conejousd.org/Departments/Human-Resources/Employee-Health-Benefits>

10.1 The District agrees to offer health and welfare benefits for all eligible members of the unit and their eligible dependents.

10.2 Eligibility, Enrollment, and Effective Dates of Coverage

Unit members shall be notified of the health insurance benefits available to them as follows:

10.2.1 All Unit members holding assignments of 30 or more hours per week shall be eligible for enrollment into the health benefit programs as provided in Section 10.1 of this Article, including medical, prescription, dental, vision and life insurance.

10.2.2 Unit members who hold assignments that are more than (20 hours per week, but less than thirty (30) hours per week, and have maintained enrollment in the District Health Benefit program prior to July 1, 2018, will have the District benefit contribution pro-rated towards Medical and Prescription composite premium rates determined by their full-time-equivalent assignment (FTE). Example: 22 hours per week equates to 0.55 FTE or 55% District-paid benefit contribution toward Medical and Prescription composite premium.

10.2.3 Unit members who hold assignments that are at least twenty seven and a half (27.5) hours per week and less than thirty hours (30) hours per week and become eligible to participate in the District Health Benefit program on or after July 1, 2018, will have the District-paid contribution towards Medical and Prescription composite premium pro-rated at sixty percent (60%).

10.2.4 Unit members holding assignments that are fewer than twenty-seven and a half (27.5) hours per week, shall not be eligible for the district health benefit program but may buy in to medical, dental, vision and/or life insurance benefits at full premium cost. Premium/composite rates shall be determined annually.

10.2.5 Upon notice of eligibility, unit members must enroll into a health insurance plan of their choosing within the first thirty (30) days of becoming eligible.

10.2.6 Unpaid Absence: While on approved leave, a member shall have the option to remain an active participant in the District benefit programs by contributing thereto the necessary monthly contributions and/or premiums each month.

10.2.7 Payments must be by payroll deduction monthly, one (1) month in advance. If the unit member's salary is insufficient to cover the actual cost, then direct payments shall be made, one (1) month in advance, no later than the last working day of the month. (E.g. for coverage in February, payment must be made by the last working day of January.) The coverage will be terminated seven (7) calendar days following the first day of each month if the employee fails to make timely payment.

10.2.8 Insurance coverage will start the first day of the month following the date of enrollment. Coverage period spans the entire month, and will be terminated at the end of the month in which a unit members' eligibility ends.

10.2.9 Unit members who return from a leave of absence during which District paid benefit coverage was not available to them, will have their coverage resume the first day of the month following their return date.

- 10.2.10 If the unit member elects not to enroll in the District's Health Benefit program upon initial eligibility, the unit member can subsequently enroll during the Districts' open enrollment period.
- 10.2.11 A Unit member who has had a change in a regular assignment term that affects benefits eligibility, will have thirty (30) days from the time of notice of the change in their assignment term to enroll in benefits.
- 10.2.12 A Unit member that suffers a loss of paid insurance coverage from another source, will be eligible for enrollment within thirty (30) days of having received notice of their insurance coverage termination, provided they are able to provide documentation of their impending or recently terminated benefit coverage.

10.3 Eligible Dependents:

- 10.3.1 Dependent children are covered on any medical plan offered by the District up to age twenty-six (26). Dependent children (ages 19-26) who are full-time students in a post-secondary educational program (i.e., trade school, college or university) are also eligible for dental, vision and life under this provision. A post-secondary student must successfully complete a minimum of twenty-four (24) or equivalent semester units per calendar year. Such eligibility is subject to annual written certification and/or verification (official college transcript) by the employee to the District, or such other means as may be required by the health plan administrator.
- 10.3.2 Dependent spouse/domestic partner of an employee, who can obtain medical coverage through their employer for \$400 or less (out of pocket) per month are not eligible for primary District medical coverage. A spouse utilizing medical coverage through their employer may be added as a dependent to receive "secondary coverage" through the District. The monthly premium to include them as a dependent would then apply. Secondary coverage is defined as medical insurance coverage billed after a spouse's primary medical insurance is billed first. If a spouse loses coverage from his/her employer, or the fee is increased beyond the \$400 threshold, he/she may be enrolled as a dependent in CVUSD's plan at that time. Spouses are required to submit a Spouse/Domestic Partner Medical Coverage Verification form prior to receiving District benefits.
- 10.3.3 All spouses of eligible unit members may receive dental, vision, and life insurance coverage at no additional charge to the employee.
- 10.3.4 Verification of Dependent Spousal/Domestic Partner Coverage: A dependent spouse/domestic partner of an employee who is offered health coverage from their own employer, no matter what type of plan that does not exceed costs of \$400.00 per month order to be enrolled with secondary CVUSD coverage. The spouses/domestic partner coverage shall then be primary and CVUSD coverage secondary. The monthly contribution applies as noted in 10.4.1.

10.4 Employee Contribution: Unit members enrolled in a health insurance plan must pay a monthly premium contribution to be deducted through the monthly payroll deduction. The monthly deduction of the annual premium will vary based on the unit members' assignment term. Employees with a work year of 10 months or less will pay the annual premium over 10 monthly deductions. The CVUSD Benefits web page will offer current information on negotiated "employee contribution" rates.

10.4.1 The contributions shall be tiered based on enrollment category and plan:

Employee Category	Annual Premium Contribution	
	Kaiser	Anthem PPO/HMO
Employee Only	\$360	\$720
Employee + 1 Child	\$780	\$1,500
Employee + 2 or more Children	\$1,320	\$2,520
Employee + Spouse	\$1,860	\$3,720
Employee + 1 Child and Spouse	\$2,280	\$4,500
Employee + 2 or more Children and Spouse	\$2,820	\$5,520
Dual Coverage Family (each pay)	\$780	\$1,500

10.4.2 If two unit members are married (spouses) or are registered domestic partners and both qualify for benefits, each spouse/domestic partner employee would receive a coordination of benefits with spouse/domestic partner's CVUSD plan. For family coordination of benefits each spouse/domestic partner would have a monetary fee based on a twelve month basis.

10.5 Health Insurance Plans:

10.5.1 Employees may select coverage from the following three options:

- (1) Anthem Blue Cross PPO
- (2) Anthem Blue Cross HMO
- (3) Kaiser Permanente (HMO)

10.5.2 Plans listed in 10.5.1 run from January 1-December 31.

10.6 Medical PPO Insurance Plan:

10.6.1 General Provisions: A unit member may appeal a contested claim through the appeal program provided for by the carrier. If such claim is not satisfactorily resolved it may be submitted in writing to the District on appeal. The District will respond in writing to the appeal, and provide the Association with a summary of the appeal and the District's response.

10.6.2 The District guarantees to fund and maintain the level of reserves as herein provided at or above the level recommended by an actuary.

10.6.3 There shall be no change in administrator without prior notice and negotiation upon request.

10.6.4 District shall maintain stop loss coverage.

- 10.6.5 Coverage under Self-Insured Medical PPO:
- 10.6.5.1 Hearing Aids – The District’s PPO plan shall provide for hearing aids, one per ear every three (3) years, at no cost, deductible, or co-pay. There is no reimbursement for the cost of the hearing test unless the test is otherwise covered under the insurance policy.
 - 10.6.5.2 Prostheses/Wigs – The District’s PPO plan shall provide for a limit of two (2) wigs and a lifetime benefit of four hundred dollars (\$400) per member, not subject to the deductible.
 - 10.6.5.3 Acupuncture/Acupressure – The District’s PPO plan shall provide for acupuncture/acupressure services with a limit on the number of visits to be consistent with limitations regarding physical therapy and chiropractic visitations.
 - 10.6.5.4 Orthodontia – The lifetime orthodontia benefit per eligible dependent, prior to age 19, shall be one thousand dollars (\$1,000).
 - 10.6.5.5 Lifetime Maximum – As of July 1, 2012, lifetime maximum benefits were eliminated in compliance with the National Health Care Reform Act and will revert to stated maximums if federal or state regulations were to be repealed. If the regulations are altered the parties agree to negotiate the appropriate changes to this article.
 - 10.6.5.6 The PPO in-network medical deductible shall be \$500 per eligible employee/dependent, not to exceed \$1,250 per family.
 - 10.6.5.7 The maximum PPO in-network Medical out of pocket shall be two thousand dollars (\$2,000) per eligible employee/dependent. Four thousand dollars (\$4,000) per family; deductible not applied to out-of-pocket. CSEA commits to exploring modifications to the health benefits plan, jointly with UACT, CVUSD, and the Health Benefits Committee, in order to save \$250,000. If the parties cannot reach agreement by February 1, 2020, In-Network PPO Out-Of-Pocket maximum shall increase from two thousand dollars (\$2,000) to three thousand dollars (\$3,000) per eligible employee/dependent, and from four thousand dollars (\$4,000) to six thousand dollars (\$6,000) per family; deductible not applied to out-of-pocket, Effective July 1, 2020.
 - 10.6.5.8 The PPO medical out-of-network benefit shall be at 40% (forty-percent).
 - 10.6.5.9 The PPO medical out-of-network deductible is \$1,000 per person or \$3,000 per family maximum. Effective July 1, 2020, the PPO medical out-of-network deductible will be \$2,000 per person or \$4,000 per family, subject to conditions specified in 10.6.5.7.
 - 10.6.5.10 Member pays out-of-network co-insurance of 60%; the PPO out-of-network deductible; and a doctor visit co-pay of \$25.00.

The PPO out-of-network medical, out-of-pocket maximum is \$8,000.
 - 10.6.5.11 Well-Child Care Office Visits/Immunizations: Plan benefits are provided in compliance with the National Health Care Reform Act and may be subject to renegotiation if federal or state regulations are modified or repealed.

10.6.5.12 PPO in-network inpatient hospital and outpatient surgery (includes inpatient mental health) co-insurance coverage shall be paid at 80% (eighty percent).

10.7 PPO Prescription Coverage Provisions:

10.7.1 The co-pay(s) for generic drugs shall be fifteen dollars (\$15) and on brand name drugs thirty dollars (\$30). The cost of a ninety (90)-day supply of medicine shall be thirty dollars (\$30) for generic, and sixty (\$60) for brand name drugs.

10.7.2 Unit members are required to fill prescriptions with generic medications, unless no generic alternatives are available, or a name brand drug has been prescribed by the physician.

10.7.3 There shall be a one hundred dollar (\$100) annual (January 1) PPO prescription plan deductible (applies towards the actual drug cost, not the co-pay) per eligible employee/dependent.

10.8 HMO Medical and Prescription Coverage Provisions:

Anthem Blue Cross HMO Rx Co-pay: \$15 generic/ \$30 brand/ \$50 non formulary; Rx 90-day mail order 2 co-pays.

Kaiser HMO Rx Co-Pay: \$15 generic/ \$30 brand/ \$50 non-formulary; Rx 90-day mail order 2 co-pays.

All prescriptions shall be filled mandatory generic, unless a brand name drug has been prescribed by the physician.

Anthem Blue Cross HMO doctor visit co-pay shall be \$30.

Kaiser Permanente HMO doctor visit co-pay shall be \$30.

10.9 Dental Insurance Coverage: The District shall continue to provide the self-insured dental insurance coverage at the same level of benefits and services with a maximum annual benefit of fifteen hundred dollars \$1,500 for Premier Dentists and \$1,700 for PPO Dentists. This plan runs January 1-December 31.

10.10 Vision Care Plan: The District shall continue to provide the self-insured vision care coverage which shall provide the same level of benefits and services as the plan currently in effect. This plan runs July 1-June 30.

10.11 Life Insurance:

The District shall provide for life insurance coverage for eligible unit members in the amount of \$50,000 and \$1,500 for dependents. The policy age-based benefit reduction is 50% at the age of seventy (70).

10.12 Insurance Coverage for Retirees: Employees who elect to retire following the age of fifty-five (55), but before turning sixty-five (65) years of age, and who have a cumulative fifteen (15) years of District service with the District, may apply for a District-paid medical program, which shall be in accordance with the following conditions and limitations.

10.12.1 District paid coverage shall be under the current HMO plan(s) provided by the District for its eligible employees.

- 10.12.2 District will pay the applicable premium for the eligible retiring employee. The retiring employee will need to pay the yearly negotiated contribution expense or any re-negotiated contribution expense to participate in a HMO plan offered by the District, until retiree becomes Medicare eligible. The retiree may purchase HMO coverage for his/her spouse/domestic partner, subject to payment no later than the first day of each month or coverage may be terminated seven (7) calendar days thereafter. The retiree is responsible for paying the entire cost of the District negotiated monthly premium for his/her spouse/domestic partner to participate in the selected HMO.
- 10.12.3 The right of retiring employees to take advantage of the program shall exist only when the total number of retirees enrolled in the program does not exceed thirteen percent (13%) of those unit employees who are eligible for District paid benefits under this Article.
- 10.12.4 Retirees under this program who would otherwise not be able to take advantage of it because the District HMO carrier(s) do not provide service at his/her domicile may elect to receive the equivalent dollar amount for payment by him/her for equivalent insurance benefits.
- 10.12.5 If acceptable to the carrier and within the limits of the carrier's rules, CalPERS retirees who are not eligible for Early Retirement specified in Section 10.12, and who have not reached the age of sixty-five (65), shall be allowed a one-time opportunity to buy into District benefit programs in which they are participating at the time of retirement, for themselves and spouse/domestic partner only, until reaching the age of sixty-five (65). Such coverage is subject to the following terms and conditions:
 - 10.12.6 To maintain coverage, the District must receive premium payments in accord with Section 10.12.2.
 - 10.12.7 If coverage is dropped by the District due to non-payment or untimely payment of premiums as provided for in Section 10.12.2, or as a result of the retiree's own choosing, the retiree shall not be allowed to re-enroll in the program thereafter
- 10.13 Kaiser Medicare Supplemental Coverage: CVUSD shall make available to all retirees of Medicare age the Kaiser Medicare Supplemental Insurance program. The cost of the program shall be borne by the retiree.
- 10.14 Other Benefits: The parties agree to continue an IRS Section 125 Program.

ARTICLE 11
EMPLOYEE EXPENSES AND MATERIALS

- 11.1 Uniforms, Badges, Cars, Etc.:
 - 11.1.1 If the District requires a unit member in a particular position to wear a uniform, it shall pay the cost of purchase, lease, or rental of such uniform. Employees will be responsible for turning in damaged uniforms.
 - 11.1.2 Identification badges, emblems, and cards required by the District to be worn or used by unit members shall be paid for by the District.
- 11.2 Tools: Unit member shall be provided with the tools, equipment, and/or supplies for performance of his/her assigned work duties and responsibilities.
- 11.3 Physical Examinations: The District shall be financially responsible for the cost of any medical examination required as a condition of employment or continued employment of unit members.
- 11.4 Use of Personal Vehicles: No unit member shall be penalized in any way for refusal to use his/her own vehicle on District business.

**ARTICLE 12
HOURS AND OVERTIME**

12.1 Work Week: For full-time employees, the work week shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week, Monday through Friday, not including the lunch period. With the concurrence of the District and the Union, the work week for a position may be Tuesday through Saturday. With the concurrence of the District and the union, a normal full-time assignment may consist of ten (10) hours per day and forty (40) hours per week, not including the lunch period. The parties may authorize a nine (9) hour/eighty (80) hour workweek for each two (2) week period per Education Code Section 45133.

This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section 12.9 of this Article.

12.2 Work Day: The length of the work day shall be designated by the District for each classified assignment. The District shall give unit employees the opportunity to discuss permanent changes in the employee's work schedule or work shift prior to the implementation. The District shall give written notice to the affected employee of such change five (5) work days before implementation or when the change becomes known, whichever is later. It is understood that the District retains its right to designate work schedules and work shifts. The work day shall include all time during which the unit member is required to be on duty and on the premises.

12.3 Extra Hours (Part-time Employees): All extra time for part-time employees shall as nearly as possible be distributed and rotated among all unit members within each location/site. Any employee offered extra hours who refuses it shall be deemed to have worked it for purpose of rotation only.

12.4 A unit member who works thirty (30) minutes or more in excess of his/her assignment for a period of twenty (20) consecutive days, commencing with the twenty-first (21st) day shall accrue sick leave, vacation leave, and holidays at the higher number of hours. Should the unit member continue working the additional hours for a total of 120 work days during the fiscal year, then the unit member's permanent work assignment shall be increased to appropriately reflect this additional hourly assignment.

12.4.1 Should the unit member be replacing an authorized absent unit member, the working unit member shall have their hours increased only temporarily while replacing the unit member from the 'twenty-first (21st)' day of assignment, in order to accrue sick leave, vacation leave, and holiday hours at the appropriate rate. The unit member replacing the absent unit member shall not have rights to the additional hours in the second position in which they are working, since a permanent unit member is already assigned to that position.

12.4.2 When additional hours are assigned to a part-time position on a regular basis not covered under 12.4, the position shall be posted and all eligible employees shall be afforded the opportunity to apply. The District in offering such assignment shall consider such factors as seniority in the appropriate class and efficiency as demonstrated by evaluation reports. This provision does not supersede Article 17.1.9 (Reemployment Rights of Laid Off Employees) of this Contract.

12.5 Overtime: Except as otherwise provided herein, all overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half (1 1/2) the regular rate of pay of the unit member for all overtime assigned and worked. Time worked that has not been expressly assigned and authorized by the District shall not be compensated as overtime. Overtime is defined to include any time worked performing assigned job functions in excess of eight (8) hours in any one shift or in excess of forty (40) hours in any calendar week whether such extra hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

12.5.1 Unit members required to work beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work except

that all hours worked beyond the work week of five (5) consecutive days for unit members whose work hours are less than four (4) hours will receive straight time on the sixth (6th) consecutive day.

12.5.2 Unit members required to work on the seventh (7th) consecutive day of work up to eight (8) hours shall be compensated at double the regular rate of pay.

12.5.3 Unit members required to work in excess of eight (8) hours on the sixth (6th) and seventh (7th) consecutive day shall be compensated at two-and-one-half (2 1/2) times the regular rate of pay.

12.5.4 Unit members required to work on a holiday shall be paid for such work in addition to the regular pay received for the holiday, at the rate of one and one-half (1 and 1/2) times the regular rate of pay.

12.6 Compensatory Time Off:

A unit member may, with approval of the appropriate supervisor, elect to be credited with compensatory time off in lieu of cash compensation for overtime work. Such request shall be submitted in writing to the immediate supervisor prior to the performance of the overtime work. In no event shall accumulation of compensatory time be authorized above a continuing maximum bank of sixty (60) hours.

12.6.1 Compensatory time off shall be taken at a time mutually acceptable to the unit member and the District during the fiscal year in which it was earned. If the compensatory time off has not been taken during the fiscal year when it was earned, the District shall pay the member in cash for all such time in excess of sixty (60) hours at the appropriate overtime rate based on whatever the member's rate of pay was at the time the overtime was worked after the end of the fiscal year. The unit member shall be allowed to carry forward any balance of sixty (60) hours or less into the next fiscal year.

12.6.2 A record of compensatory time earned shall be noted on the employee's time sheet, the time sheet shall be co-signed by the unit member and the immediate supervisor and shall be maintained in the Payroll Department.

12.7 Overtime - Equal Distribution: Overtime shall, as nearly as possible, be distributed and rotated among all unit members within each location/site. Any member offered overtime who refuses it after prior notice of at least one (1) day shall be deemed to have worked overtime for purposes of rotation only.

12.8 Minimum Call-In Time: Any unit member called in to work on a day when he/she is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

12.9 Right of Refusal: Any unit member shall, except in an emergency, have the right to reject any offer or request for overtime work or call-back, standby, or call-in time. An emergency shall mean a situation calling for staffing in order to maintain normal District operations and/or assure the security or safety of persons or property.

12.10 Standby Time: Standby time means time when an employee is not regularly scheduled to be on duty and when he/she is assigned to remain at home and available for immediate call-back. All standby time in excess of two (2) hours shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

12.11 Call-Back Time: Any unit member called back to work after completion of his/her regular assignment and having departed the work site or District premises, shall be compensated for at least two (2) hours of work at the appropriate rate of pay under this Agreement.

12.12 Lunch Periods: All unit members who on any given day work a shift of five (5) or more hours during which a normal meal period occurs shall be entitled to an uninterrupted, unpaid lunch period as near to such normal lunch period and to the midpoint of his/her work shift as is practical. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour. A unit member shall not be required to work during his/her lunch period except in emergencies, in which case he/she shall

be considered to be in a paid status.

12.12.1 All unit members who on any given day work a shift of five (5) or more, but less than six (6) hours be entitled, but are not required to schedule a lunch period.

12.12.2 All unit members who on any given day work a shift of six (6) hours or more are required to schedule at least a thirty (30) minutes lunch period

12.12.3 All lunch periods shall be uninterrupted and unpaid. They shall be scheduled as near to such normal lunch period and to the midpoint of the unit member's work shift as is practical.

12.12.4 The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour. A unit member shall not be required to work during his/her lunch period except in emergencies, in which case he/she shall be considered to be in a paid status.

12.13 Paid Rest Periods:

12.13.1 Unit members shall be granted paid rest periods in accord with the following schedule:

Unit members with a work day of less than three (3) hours shall not be entitled to a paid rest break period. Members working in such assignments will be treated with dignity and respect for needed restroom breaks.

12.13.2 Unit members with a work day of at least three (3) but less than six (6) hours, shall be entitled to one (1) – fifteen minute paid work break.

12.13.3 Unit members with a work day of six and a half (6.5) or more hours, shall be entitled to two (2) – fifteen minute paid work break.

12.13.4 Members shall not have the option of combining paid work breaks, or scheduling the break(s) to immediately precede or follow a scheduled unpaid lunch break period, in accord with the intent of Federal and State law governing meal and rest breaks.

12.14 Rest Facilities: The District shall make available to unit members at each work site adequate lunchroom, restroom, and lavatory facilities close enough so as not to consume a disproportionate amount of break time traveling to and from such facilities. Such facilities, if they are also intended for use by employees other than unit members, shall be labeled in such a way as to indicate that they are for the use of all employees.

12.15 Special Time Off:

12.15.1 If the work schedule of a unit member is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow only sufficient time for such voting by the member without loss of pay.

12.15.2 Unit members whose normal working hours fall during a regular or special general Union meeting shall be allowed to leave their jobs, with prior notification to their supervisors, to attend the meeting. These unit members shall sign an attendance roster at the Chapter meeting, which shall be available for the District to verify their attendance, and shall be responsible for working whatever time is needed to complete their regular duties, such makeup time not to exceed the amount of time taken off to attend the meeting.

12.16 Extended School Year/Summer School:

In the event the District finds it necessary or is mandated to extend and/or offer additional days over and above the regular assignment of its full-time and/or part-time employees, unit members that the District assigns such extra work and who would thereby be affected by such action will be considered in a regular work week paid status as defined in other Articles in this Agreement. All hours accrued by such an extension will receive all other benefits contained in this Agreement.

- 12.17 In-service Training Programs: All unit members shall be afforded the opportunity, with supervisory approval, to attend District-sponsored or approved in-service training programs determined by the District to be directly job related.
- 12.18 CSEA shall participate in the calendar development process.

ARTICLE 13
LEAVES

- 13.1 Sick Leave: To the extent authorized by Education Code Section 45191.
- 13.1.1 Every classified employee employed five (5) days a week by the District shall be entitled up to twelve (12) days leave of absence each fiscal year of service for illness or injury with full pay.
- 13.1.2 A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury. Example: Employee employed for ten (10) months has annual accrual of $10/12 \times 12 = 10$ days.
- 13.1.3 A classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (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 without loss of his/her seniority.
- 13.1.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee, and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this Section, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 13.1.5 If such 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 with such additional days as the governing board may allow.
- 13.1.5.1 Any retiring unit member who is NOT a part of CalPERS, who retires from the District on or after age 55 (fifty-five), with 15 (fifteen) years of service with the District, shall be compensated for 20% of all unused sick leave in a lump sum.
- 13.1.6 The Assistant or Deputy Superintendent, Human Resources, or the appropriate department Director, may require a physician's certificate or may otherwise reasonably verify an employee's illness. Such requirement shall be made in writing.
- 13.1.6.1 A supervisor may require a physician's certificate to verify recovery from an extended illness or injury sufficient to permit performance of his/her duties before the employee may return to duty.
- 13.2 Personal Necessity Leave: Up to eight (8) days per year of absence earned for sick leave under Section 13.1 of this Article may be used by the employee at his/her election, in cases of personal necessity on the following basis:
- 13.2.1 To care for the child, parent or spouse of the employee.
- 13.2.2 The death of a member's immediate family when additional leave is required beyond that provided in Section 13.4 of this Article.
- 13.2.3 As a result of an accident or illness involving a member's person or property or the person or property of his/her immediate family.
- 13.2.4 Appearance in court or before any administrative tribunal, party or witness under subpoena, to the extent not provided for under Section 13.4.

13.2.5 Such other reasons approved by the District. Personal necessity means the reasons specified in 13.2.1 through 13.2.4 above. In addition, personal necessity (as distinguished from personal convenience) means compelling life events, the scheduling of which is beyond the direct or indirect control of the employee, such as, birth of a child to the employee's wife, adoption of a child, marriage or graduation of children or grandchildren, religious holidays, and funerals of close friends and relatives. Such reasons as business or personal appointments and travel do not constitute personal necessity.

13.3 Extended Half-Pay Sick Leave:

13.3.1 Unit members who hold permanent status with the District by completing one hundred thirty (130) day initial probationary period in classified service, shall be eligible for one hundred (100) days of sick leave on July 1st of each fiscal year, notwithstanding provisions provided for in Article 13.1 and 13.8.

Such sick leave shall be compensated at the rate of fifty percent (50%) of the member's regular salary, and shall not accumulate from year to year.

13.3.1.1 A unit member shall become eligible for extended sick leave at fifty percent (50%) pay after exhausting accrued full pay sick leave under the provision of Article 13.1 and 13.8, if applicable, after five (5) consecutive workdays of illness. Once eligible, the unit member shall receive fifty percent (50%) pay retroactive to the first day of absence due to illness which has resulted in five or more days of incapacity to render service.

13.3.1.2 As an exception to 13.3.2, a unit member may be authorized to utilize extended sick leave pay upon the first (1st) day of illness when the illness is directly or indirectly related to a pre-existing and chronic FMLA or CFRA qualifying serious health condition as certified by a health care provider, and such certification is on file with the Classified Personnel Department.

13.3.2 Unit members who are in probationary status, and have not yet met the initial 130 work days probation (as specified in 3.1.2), in any job classification in regular classified service, may receive five months of sub-differential pay (regular salary less the amount actually paid to the substitute).

13.3.3 Unit members utilizing the provisions of 13.3.1 above shall receive seniority credit for their full regular day's assignment.

13.4 Bereavement Leave: A unit member shall be granted a leave with full pay in the event of the death of any member of his/her immediate family. The leave shall be for a period not to exceed five (5) working days. The immediate family is defined as spouse, registered domestic partner, parent, sibling, child, grandparent, grandparents-in-law, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster or step child/parent/sibling, legal guardian or any relative of either spouse/registered domestic partner living in the immediate household of the unit member.

13.5 Jury Duty: A unit member shall be entitled to leave without loss of pay for any time the member is required to perform jury duty. The District shall pay the member the difference, if any, between the amount received for jury duty and the member's regular rate of pay. Any meal, mileage, and/or parking allowance provided the member for jury duty shall not be considered in the amount received for jury duty. A member serving jury duty for any portion of an eight (8) hour day shall be excused from work without loss of pay for the same number of hours as his/her regular shift.

13.6 Military Leave: A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. A District representative shall make himself/herself available upon request to inform such unit member of District benefits that may be available to the unit member or his qualified dependents, including COBRA.

- 13.7 Absence in Response to a Court Subpoena: If a unit member, other than a plaintiff or complainant in an action against the District or one of its agents, is necessarily absent from work in attendance at a trial, hearing, or other legal proceeding in response to an official order from a governmental jurisdiction or to appear before a grand jury or in a criminal or civil case before a United States Court or a Court of California, no deductions will be made from the employee's salary on account of such absence, provided that in any case in which a fee is paid to the employee, such fee shall be deducted from the normal salary due to the employee for the period of absence.
- 13.8 Industrial Accident and Illness Leave
- 13.8.1 Unit members shall have the benefit of industrial accident and illness leave pursuant to Education Code Section 45192, when absent from duty on the account of injury or illness that resulted in the course of performing regular duties and/or authorized overtime or extra-duty assignments.
- 13.8.2 A unit member shall follow District established processes and procedures for reporting any injury or illness that he/she believes is a result of a work related injury.
- 13.8.3 Leave under this section shall be granted for up to sixty (60) working days in any one (1) fiscal year for the same injury or illness during such times that a unit member was otherwise scheduled to render service pursuant to their regular position assignment assigned work year calendar.
- 13.8.4 Payment for wages lost on any day shall not, when added to an award granted the employee under workers' compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award under workers' compensation.
- 13.8.5 Allowable leave shall not be accumulated from fiscal year to fiscal year. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 13.8.6 In the event a unit member remains unable to return to duty upon exhausting allowable industrial accident or illness leave, the unit member shall utilize all available leave entitlements, including sick, extended sick, vacation and compensatory time leaves, to provide for full days' wages.
- 13.8.7 During any industrial paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.
- 13.8.8 Upon conclusion of the industrial leave, a unit member may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed one hundred percent (100%) of the unit member's normal compensation.
- 13.8.9 An unit member returning to service after an Industrial Accident or Illness Leave must present a release from the authorized physician certifying the unit member's ability to return to his/her position classification without detriment to the unit member's physical and emotional well-being
- 13.8.10 When all available paid and unpaid leaves of absence have been exhausted and the unit member is not medically able to assume the duties of their position, they shall be placed on a re-employment list for a period of thirty-nine (39) months.

- 13.8.11 Following placement on the 39-month reemployment list, if an unit member becomes medically able to return to work, they shall notify the District and, after clearance by the District's designated medical provider, shall be placed in a vacant position in the class of their previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance with appropriate seniority regulations. An unit member who has been placed on such reemployment list and who has been released for return to duty and who fails to accept a position in their class shall be subject to dismissal.
- 13.8.12 Periods of paid leave under this Article shall not be considered to be a break in service of the unit member. A unit member while on such paid leave shall continue to receive seniority credit.

13.9 Catastrophic Leave Donation Program:

- 13.9.1 A "catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for at least thirty (30) consecutive calendar days, or that incapacitates a member of the employee's family requiring the employee to take time off work for thirty (30) or more work days.
- 13.9.2 "Members of the employee's family" shall be limited to mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, and the registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate house of the employee.
- 13.9.3 The intent of this leave is to provide unit members economic relief for devastating personal health circumstances or time off to care for family members when the unit member has exhausted all accrued paid leaves, including sick leave, compensatory time, and vacation. Catastrophic leave may not be used for: Elective Surgery, Personal Necessity Leave, Normal Pregnancy, Substance Abuse Rehabilitation or Bereavement.
- 13.9.4 A permanent employee may request up to one hundred (100) additional days of sick/vacation leave, in any twelve (12) month period as a result of catastrophic illness or injury. (An employee may only request these additional days, under this provision, once every five (5) years, if requesting additional days due to a family member's illness.)
- 13.9.5 An employee or a designee on their behalf, must submit a request for the additional days to Human Resources Department at least fifteen (15) working days before he/she expects to exhaust all other available sick leave. The unit member is required to submit an appropriate physician's verification to Human Resources which clearly states the unit member is incapable of meeting the responsibilities of his/her normal work assignment due to devastating personal health circumstances.
- 13.9.6 The Assistant or Deputy Superintendent, Human Resources, shall determine if the illness or injury meets the requirements specified in 13.9.3. In the event the requirements are met, the Assistant or Deputy Superintendent, Human Resources, shall arrange for a meeting of the Catastrophic Review Committee. The Catastrophic Review Committee shall consist of two (2) representatives appointed by the Chapter President and two (2) members appointed by the Superintendent or his/her designee. The Director, Classified Personnel will serve as a tie breaker in a tied vote.
- 13.9.7 Upon notification by the Committee, the Association shall contact employees and request that they donate up to five (5) of their personal sick/vacation leave days for use by the employee requesting the catastrophic leave. Employees with fewer than ten (10) days of accumulated sick leave are not eligible to contribute sick leave days to the Catastrophic Leave Program. Employees will authorize their donations on a signed Association form.
- 13.9.8 Except as set forth below, donated sick/vacation leave shall be by hours. A "day's" donation shall be at the donor's daily rate (i.e. a 5.5 hour person who donates a "day" gives 5.5 hours). A certificated employee's daily rate would be eight (8) hours. All donated sick leave to and from

certificated employees will be in full day increments.

- 13.9.9 The Association will hold a lottery, assign each donor a number, and prepare a list that will be sent to the Assistant or Deputy Superintendent, Human Resources. The Association will submit the signed forms of employees donating sick/vacation leave to Human Resources. Each eligible donor on the list will be charged the number of hours equivalent to the "day" (i.e. 5.5 hour employee = 5.5 hours), as it is used.
- 13.9.10 At the end of each catastrophic leave, the Payroll Department will return a copy of the list to the Association, indicating the number of days actually used and to whom they were charged. The Association will then notify all unit member donors of their status. Unused days will be returned to the employee at the conclusion of the catastrophic leave for which they were donated.
- 13.10 Pregnancy Disability Leave: For disabilities caused by or contributed to pregnancy, miscarriage, child birth and recovery there from, leaves of absence shall be on the same terms and conditions covered under leaves of absence for other illness or medical disability. Such leaves shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. A doctor's verification of disability/recovery will be required by the District.
- 13.11 Break in Service:
- 13.11.1 Absence under any paid leave provisions of this Article shall not be considered as a break in service for any member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 13.11.2 Any period of unpaid absence of more than ten (10) consecutive working days shall be considered a break in service.
- 13.11.3 A leave of absence is an approved absence from duty granted to a permanent employee for a prescribed period of time from a class of positions but not necessarily from a specific position within the class. On return to service, requests will be entertained for return to the former position or other specific assignment. If the former position of a unit member has been filled on a regular basis, the member returning from leave shall have the right to return to a regular position in the class, provided that he/she does not have the least seniority in that class and provided that he/she is physically capable of performing the duties.
- 13.11.4 Any other reasons approved by the Assistant or Deputy Superintendent, Human Resources.
- 13.11.5 The Assistant or Deputy Superintendent, Human Resources, may require verification of the events which required absence due to personal necessity.
- 13.12 General Leave: A leave may be granted for other purposes at the discretion of the Board.
- 13.13 Family Care and Medical Leave:
- 13.13.1 The District will provide family and medical care leave for eligible unit members as required by state and federal law. The following provisions set forth certain of the unit members' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided, "Leave" under this Paragraph shall mean leave pursuant to the FMLA and CFRA.

During any period an employee takes unpaid family care and medical leave, the District shall maintain and pay for coverage for health benefits pursuant to the conditions of Article 13 of this Agreement to the extent required by the FMLA and CFRA.

- 13.13.2 Eligible members are entitled to a total of twelve (12) work weeks of leave during any twelve (12)-month period. A member's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement. The twelve (12)-month period for calculating leave entitlement will be a "rolling period" measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever a member requests leave, the District will look back over the previous twelve (12)-month period to determine how much leave has been used in determining how much leave a member is entitled to.
- 13.13.3 The Right to Family Care and Medical Leave shall be in addition to any other leave to which employees are entitled under this Agreement. If a member uses the leave under this Paragraph for any reason permitted under the law, he/she must exhaust all other accrued leaves (except sick leave) in connection with the leave.
- If a member requests leave for his/her own serious health condition or the serious health condition of member's child, parent or spouse, the member must exhaust family illness leave (sick leave) prior to utilizing Family Care and Medical Leave.
- 13.13.4 Upon the termination of the leave, an employee shall have a right to reinstatement in the same position he/she occupied prior to the leave provided the employee is absent no longer than twelve (12) weeks.
- 13.14 Unit members may utilize accrued sick leave to attend to the needs of a child or spouse who is experiencing a serious, potentially terminal illness. Unit members who wish to utilize sick leave for this purpose must submit a written request to the Superintendent or designee. The request must include written verification of the child's/spouse's physical condition from an attending physician. Unit members who have exhausted all accrued sick leave may access the Catastrophic Leave Program to attend to the needs of a seriously ill child/spouse.
- 13.15 Unit members will not be discriminated against for appropriately exercising their rights for leave under the provisions of the Family Medical Leave Act and/or the California Family Rights Act.
- 13.15.1 Intermittent use of sick leave under the provisions of this article should not be regarded as a performance deficiency for purposes of evaluating a unit member's overall job performance.
- 13.16 Parental Leave:
- 13.16.1 Unit members who have completed 12 months of service in paid status are eligible for up to 12 weeks of leave for child bonding for the birth of their child or the placement of a foster child, or adoption.
- 13.16.2 Unit members must first exhaust his/her accrued sick leave before having the benefit of half-pay (50%) differential leave.
- 13.16.3 Parental leave will be administered concurrently with unpaid child bonding leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.
- 13.16.4 With the exception of hours served in paid status, all other State and federal requirements for eligibility under CFRA and FMLA apply.
- 13.16.5 In the event that both unit members are parents work for the same employer, they will have a combined 12 workweek period for child bonding and must decide how to share the 12 weeks of parental leave

**ARTICLE 14
VACATION PLAN**

- 14.1 Eligibility: Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- 14.2 Paid Vacation Carryover and Payout Eligibility
- 14.2.1 Vacation for unit members may, with the approval of the District, be taken at any time during the school year. If the employee is not permitted to take his/her full annual vacation and/or has elected not to request the scheduling of the full annual leave allotment, the amount not taken, not to exceed fifteen (15) days or one (1) year's earned leave (ref. 14.3), whichever is greater, shall accumulate for use in the next year or be paid for, in cash, at the option of the District and the amount in excess of the fifteen (15) days or one (1) year's earned credit (ref. 14.3) shall be paid for in cash. Cash payment for vacation shall be made at the current rate of pay.
- 14.2.2 An employee may lose vacation benefits if the employee unreasonably refuses to mutually schedule and take vacation time in excess of his/her fifteen (15)-day or one (1) year's earned credit (ref. 14.3) accumulation limit.
- 14.2.3 Unit members who hold regular assignments with a contracted work year of fewer than 218 days, will receive a cash-payout of unused accrued annual vacation leave at the end of each fiscal year. Unit members' accrued vacation leave balance at the end of the 2016-2017 fiscal year, if any, will not be eligible for cash payout until separation from employment. Such leave, may be utilized for vacation scheduling subject to provisions of section 14.8.
- 14.3 Accumulation: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:
- 14.3.1 Regular twelve (12) month unit members shall earn credit in accordance with the following schedule:
- | | |
|---------------|-------------------------------------|
| First 3 years | 12 days/year accum. @ 1 day/mo. |
| 4-10th year | 15 days/year accum. @ 1.25 days/mo. |
| 11th year | 16 days/year accum. @ 1.33 days/mo. |
| 12th year | 17 days/year accum. @ 1.42 days/mo. |
| 13th year | 18 days/year accum. @ 1.50 days/mo. |
| 14th year | 19 days/year accum. @ 1.58 days/mo. |
| 15th year | 20 days/year accum. @ 1.67 days/mo. |
| 20th year | 21 days/year accum. @ 1.75 days/mo. |
| 25th year | 22 days/year accum. @ 1.83 days/mo. |
- 14.3.2 Regular ten (10) month employees in the bargaining unit shall earn credit pro rata on the above basis.
- 14.3.3 Eligibility for earned increase of vacation shall be credited immediately following anniversary date.
- 14.3.4 The member may be granted vacation during the school year, even though not earned at the time the vacation is taken, at the option of the District.
- 14.4 Vacation Pay: Pay for vacation days for all unit members shall be at the same base rate as that on which the employee would have been paid had he/she been in a working status but shall exclude overtime and shift differentials, etc.
- 14.5 Vacation Pay upon Termination: When a unit member is terminated for any reason, if the member has been employed for more than six (6) months, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

- 14.6 Vacation Postponement: If the vacation of a unit member becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District may approve such request in accordance with vacation dates available at that time. If the District so approves, the member may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year, or he/she may elect to receive compensation for all vacation earned and accumulated during the fiscal year.
- 14.7 Vacation Scheduling:
- 14.7.1 Unit members may request vacation by means acceptable to their immediate supervisor or by established District and/or department/school site for requesting such leaves.
- 14.7.2 Vacation requests will be discussed between the supervisor and the unit member to determine a mutually agreeable vacation schedule in so far as it meets the operational needs of the District, a department or a school site.
- 14.7.2.1 Supervisors shall make every effort to be timely in their response to requested vacation schedules and communicate reasons in the event of denial.
- 14.7.2.2 The unit member shall have the right to have the vacation denial reviewed by the appropriate Assistant or Deputy Superintendent.
- 14.7.3 Unit members whose primary job function is to provide a direct service to students when school is in session must take paid or unpaid vacation leave during Winter and Spring recess and other non-instructional days when students are not in session unless the day(s) is otherwise designated as non-paid/non-workdays or furlough. Any remaining vacation leave may be taken by mutual agreement as specified in 14.8.2.
- 14.7.3.1 Unit members who are serving a probationary period and are ineligible for paid vacation benefits until after they have completed a probationary period, shall take unpaid vacation leave as specified in 14.7.3.
- 14.7.3.2 For purposes of special and compelling life events, a supervisor may authorize a unit member to schedule their entire vacation allotment outside of Winter and Springs recess break periods with the understanding that the unit member will be required to take unpaid vacation leave as specified in 14.7.3.
- 14.7.4 Changes to Vacation Requests – An employee may change their vacation request if the change can be accommodated by the District without disruption to other employee’s scheduled vacations, and if the District can arrange the change without disruption to District operations.
- 14.8 Interruption of Vacation: In accordance with Education Code Section 45200 an employee in the unit shall be permitted to interrupt or terminate vacation in order to begin another type of paid leave provided by the Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

**ARTICLE 15
HOLIDAYS**

15.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with the following paid holidays:

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day following Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Lincoln's Day
- Presidents' Day
- Memorial Day
- Board Designated Holiday (either Rosh Hashanah, Yom Kippur, Good Friday, or the day before Thanksgiving (if a non-student day)).

15.2 Holidays on Saturday or Sunday: When a holiday falls on a Saturday or Sunday, the preceding or succeeding work day which is not a holiday shall be deemed to be that holiday. The District in exercising this option will do so not later than July 1 of the school year.

15.3 Teacher In-service/Training Days: On any day during the teaching year, on which certificated employees are scheduled to work and are paid, and on which pupils would otherwise have been in attendance but are not in attendance during any part of such day, unit employees shall also be scheduled to work their normal workday plus any assigned overtime and shall be paid.

15.4 Holiday Eligibility:

15.4.1 Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday in order to be paid for the holiday.

15.4.2 Unit members who are not normally assigned to duty during winter or spring recesses shall be paid for holidays occurring during those periods provided that they were in a paid status during any portion of the last working day of their normal assignment preceding or succeeding those days.

15.5 Special Holidays: To the extent required by law, any day appointed by the President or Governor as a day of public fast, thanksgiving, or holiday, shall be a paid holiday for all employees in the bargaining unit.

ARTICLE 16
TRANSFERS AND OTHER EMPLOYMENT ACTIONS

- 16.1 A transfer is the permanent reassignment of a unit employee from one location to another location where such reassignment to another location is to a position in the same class or a related class having the same salary range. Classes that are related classes shall be as determined by the Personnel Commission.
- 16.2 When a new position is created or an existing position becomes vacant, transfer opportunity notices shall be posted for a minimum of five (5) working days for each vacancy. The District shall post notice of transfer opportunity on the District website and email all classified employees. Transfer may be requested by unit members within their classification, or to related or lower related classifications.
- 16.3 A unit member who requests a transfer shall file at any time during normal working hours a written transfer request with the classified personnel office in order to be considered. A file of names of unit employees requesting a transfer shall be maintained by the office of classified personnel for a minimum of one (1) year.
- 16.4 Transfer requests will be considered on the basis of the following: training, experience, skills, past job performance, and seniority.
- 16.4.1 If the first four (4) considerations are equal, the transfer shall be made by seniority.
- 16.4.2 In filling a single vacancy, the District shall interview at least the two (2) most senior applicants. In filling multiple vacancies within departments, the District shall interview at least the three (3) most senior applicants, depending on the number of vacancies available.
- 16.5 Any unit member whose request to transfer into a particular vacancy has not been granted may request to discuss the reason(s) with the supervisor/manager filling the vacancy.
- 16.6 Unit members may be transferred as determined by the Superintendent for the good of the District from one position to another in the same classification or for medical reasons to alternate work assignments. Such transfer and the reasons therefore shall be discussed with the employee at least five (5) working days prior to implementation of transfer unless the transfer requires immediate action.
- 16.7 Any person appointed to a vacant permanent position except a current employee who had attained permanent status and who is appointed to a position within the same class, shall be in a probationary status. A person appointed to a vacant permanent position requiring a physical examination as a condition of employment shall be required to take a physical examination and to successfully pass that examination when given (such examination to be scheduled by the District prior to termination of the probationary period) or to be released from that position (promotional appointments) or terminated.
- 16.8 Interview Response Request: Any unit member who has been interviewed for a promotional position, but not hired, may request to discuss the reason(s) with the supervisor/manager filling the vacancy.

ARTICLE 17
LAYOFF AND REEMPLOYMENT

- 17.1 To the extent found to be within the scope of negotiation by final court judgment, the following procedure shall apply:
- 17.1.1 Reason for Layoff: Layoff shall occur only to the extent authorized by law.
- 17.1.2 Notice of Layoff: The District shall notify both the Union and the affected employees in writing not less than sixty (60) days prior to the effective date of the layoffs when the reason(s) for such layoffs was foreseeable. The District shall, on written request, meet with the Union no later than fifteen (15) days following the notice(s) of layoff to review the noticed layoffs to determine the order of layoff within the provisions of the Agreement. Any notice of layoff shall specify the reason for layoff.
- 17.1.3 Reduction in Hours: To the extent required by law, permanent reductions in regularly assigned time shall be considered a layoff under the provisions of the Article.
- 17.1.4 Order of Layoff: The order of layoff shall be based on seniority by class, plus higher or lateral classes as specified in 17.1.4.1. An employee who has been employed the shortest time in the class plus higher or lateral classes shall be laid off first. Seniority shall mean all hours in a paid status, excluding overtime hours. Nothing in this Section is intended to modify the provisions of Education Code Section 45308.
- 17.1.4.1 Seniority accrued in a job class that is lateral to the one previously held by a unit member, will be counted for purposes of bumping within the class previously held or bumping down to a lower class, when the unit member is being laid off from his/hers current job class.
- 17.1.5 Bumping Rights Procedures: An employee laid off from his/her present class may bump into the next lowest class previously held in which the employee has greatest seniority considering his/her seniority in the lower class and any higher or lateral classes. The employee may continue to bump into lower classes previously held to avoid layoff.
- 17.1.5.1 Vacant positions in the same classification where positions are laid off shall be posted for transfer before being offered to a unit member scheduled for layoff. The unit member may request and shall be granted an interview for that position. The unit member may decline the offer to a position of more hours without affecting their rehire, reinstatement, or layoff rights. The intent of this language is to provide unit members preference for continued employment.
- 17.1.5.2 After following the procedures in 17.1.5.1, a unit member occupying a permanent position that is to be reduced in assignment hours per day or week, shall be transferred into any vacant position with more hours in the same classification.
- 17.1.5.3 If 17.1.5.2 is unavailable, the affected unit member will be allowed to bump into a position providing an equal assignment (of hours per day or week, in the same class, when compared to the unit member's current position, and which is occupied by the least senior unit member based on seniority in class or higher classes.
- 17.1.5.4 If 17.1.5.3 is unavailable, the affected unit member will be allowed to bump into a position providing an equal assignment term (of hours per day or week) in the lateral previously held class, when compared to the unit member's current position, and which is occupied by the least senior unit member based on seniority in class, higher and lateral classes.

17.1.5.5 If 17.1.5.4 is unavailable, the unit member shall be allowed to bump into a position providing a lesser, but most comparable assignment term (i.e. lesser hours/day) within current, lateral or lower previously held job class occupied by the least senior unit member.

17.1.6 Layoff in Lieu of Bumping: An employee who elects a layoff in lieu of bumping maintains her/her reemployment rights under this Agreement.

17.1.7 Equal Seniority: If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the earlier hire date with the District into a regular permanent classified position, adjusted for a break in service per Article 13.11, and, if that be equal, then the determination shall be made by lot.

17.1.8 Reemployment Rights: Laid-off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment. Provided, however, that employees may request and may receive transfers to vacant positions prior to an offer of reemployment being made to a qualified employee on the thirty-nine (39) month reemployment list, so long as the position from which the requesting employee transfers is not eliminated but is offered to eligibles on the thirty-nine (39) month reemployment list. It being the intent to allow transfers prior to utilization of the thirty-nine (39) month reemployment list while assuring employees laid off an offer of employment in the position vacated by the transferring employee. The District has the option to select from the thirty-nine (39) month reemployment list.

17.1.9 Voluntary Demotion or Voluntary Reduction in Hours: 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 reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply. The personnel commission shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

17.1.9.1 A unit member who accepts a reduction in hours or work year voluntarily, and desires to have those hours/work year restored, shall notify the District Personnel Department in writing of that request.

17.1.9.2 Any employee who suffers an hourly reduction and has notified the district of their desire to restore those hours, shall receive a notice from the district of a position which would restore those hours, which shall acquit the District of its notification responsibility.

17.1.10 Notification of Reemployment Opening: Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District in writing by the employee, and a copy shall be sent to the Union by the District, which shall acquit the District of its notification responsibility.

17.1.11 Employee Notification to District: An employee shall notify the District of his/her intent to accept or refuse reemployment in writing ten (10) calendar days following due mailing of the re-employment notice. An employee given notice of reemployment to a lower class need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies the District in writing of refusal of reemployment within ten (10) calendar days from mailing of the reemployment notice.

- 17.1.12 Reemployment in Highest Class: Employees shall be re-employed in the highest paid job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.
- 17.1.13 During the term hereof, the District shall implement any layoffs consistent with the lawful provisions of this Article.
- 17.1.14 Health Benefits: Any unit member, with ten (10) or more years of employment in a regular position, who has their work hours reduced based on a Reduction-in-Force (RIF) below six (6) hours per day, shall be allowed to maintain their health benefits under Article 10 of the current agreement, that they previously enjoyed before their hours were reduced. Should such a unit member be offered rehire rights into a position of their class that would restore previously lost hours, and the unit member refuses to accept the offered position, this section of the agreement would no longer be effective for them.
- 17.1.15 Work as a Substitute/Extra Work: A unit member on the re-employment list or who suffered a reduction in hours or work year, shall be offered first opportunity to work extra hours or substitute in the class from which he/she was laid off in accordance with seniority, provided the unit member notifies the District of his/her desire to be placed on a substitute/extra work list. This would include summer school. The unit member shall receive the same compensation as received prior to layoff.
- 17.1.16 Right to Use Personal Necessity Leave to Job Hunt: A unit member who has received a layoff notice may use accrued Personal Necessity Leave to search for other employment. If the unit member has exhausted accrued Personal Necessity Leave, they may request use of accrued sick leave to search for other employment.
- 17.1.17 Use of Volunteers/Others to Replace Classified Positions: California Education Code 35021 prohibits school districts from utilizing volunteers in lieu of classified employees who have been laid off as the result of the elimination of a position(s). The District may utilize volunteers to supplement or enhance services provided by classified employees, but not supplant that work.

ARTICLE 18
EVALUATION PROCEDURES

- 18.1 It is the intent of this Article to provide effective procedures for evaluating unit members. The parties agree that the evaluation shall be used in a constructive manner to recognize the strengths and achievements of unit members, to assist unit members in identifying areas needing improvement in the performance or conduct of the unit members, or to specify deficiencies that may necessitate appropriate action.
- 18.2 The evaluator shall utilize the job description, the focus areas on the evaluation form, and any other communicated performance expectations.
- 18.3 There shall be a scheduled evaluation of unit members, covering the prior twelve (12) month period, Members shall not be evaluated except during their working hours. Evaluators shall observe employees they evaluate.
- 18.3.1 Permanent unit members shall be presented their evaluation between the dates of March 15 to May 15 on an annual basis unless provision 18.3.2 applies. At the discretion of the employee's supervisor, the employee may be provided a one additional nonscheduled evaluation.
- 18.3.2 After three (3) consecutive scheduled satisfactory evaluations, unit members shall be evaluated every two (2) years. At the discretion of the District, unit members may be evaluated at any time as necessary.
- 18.3.3 Probationary unit members shall be evaluated twice during their probationary period with at least 30 working days in between the two evaluations.
- 18.4 Unit members shall be evaluated by their principal, assistant principal, or by their department head or immediate supervisor as designated by the District. If a unit member is regularly assigned to more than one (1) site, he/she shall be evaluated collaboratively by each of their designated supervisors. All unit members shall have the right to know who their evaluator will be, and, through submission of the form to be used in the evaluation, to be informed as to the standards, objectives and criteria that the employer intends to use in the evaluation.
- 18.4.1 A supervisor conducting a performance evaluation on a unit member shall strive to utilize objective standards when rendering performance ratings.
- 18.5 Unit members shall not be designated the formal evaluator of other unit members. This shall not, however, interfere with unit members who perform supervisory functions from providing input to non-unit evaluators for consideration in the formal evaluation.
- 18.6 Notwithstanding Section 18.3 above, unit members who have not been on a work status for one-half (1/2) of their evaluation period shall not be evaluated but rather shall have the record indicate that they were on leave or otherwise absent as appropriate.
- 18.7 Negative evaluations shall include specific recommendations for improvements and provisions for assisting the unit member in implementing any recommendations made.
- 18.7.1 In order to allow the unit member to correct the behavior prior to receiving a negative evaluation, the unit member shall also be counseled verbally and documented in writing when it becomes apparent to the evaluator that the deficiency could lead to a rating of "needs improvement" or "unsatisfactory".
- 18.7.2 If the overall evaluation rating is not "Meets Standards" or higher, the unit member shall be re-evaluated in not less than thirty (30) nor more than sixty (60) working days. The evaluator shall personally observe the unit member during this 're-evaluation' period.

- 18.7.2.1 All procedures for evaluations shall be followed for this re-evaluation. Except that, should the unit member be absent from work for more than one-half (1/2) of this re-evaluation period, the timelines for re-evaluation shall be extended.
- 18.8 Before being placed in the personnel file of any unit member, an evaluation of such member shall be discussed between the member and the evaluator and shall bear the signature of the evaluator as well as either the member's signature or a signed, witnessed statement attesting to the member's refusal to sign the evaluation. The member's signature does not imply agreement with the contents of the evaluation. By signing, the member acknowledges having attended a conference in which the performance evaluation was reviewed with their supervisor. The member and the evaluator shall retain copies. The member may file a rebuttal of the evaluation to be attached thereto.
- 18.8.1 The evaluation shall not be placed in the unit member's personnel file until appeal proceedings per section 18.9 have been completed. The final evaluation copy placed in the personnel file shall reflect any changes made during the appeal process.
- 18.9 Any unit member has the right to appeal to the next highest supervisor, who has not participated in his/her evaluation, within fifteen (15) working days, any mark or comment with which the member disagrees. In the event the unit member desires to appeal his/her evaluation to the next level, the evaluator shall advise them who that supervisor would be. The next highest supervisor shall meet with the unit member within fifteen (15) working days to discuss the (evaluation) appeal and respond in writing to the unit member within fifteen (15) working days after the appeal meeting. By mutual agreement the timelines may be extended.
- 18.10 The grievance procedure set forth in Article 20 may be utilized by the unit members for processing alleged violations of these evaluation procedures with respect to procedural issues only. In the event the appeal to the next highest supervisor asserts procedural issues in addition to appealing the substantive evaluation, the grievance procedure limitation period shall be delayed for up to fifteen (15) calendar days that the appeal to the next highest supervisor is being processed.
- 18.11 The evaluation shall not be used in lieu of disciplinary steps.

ARTICLE 19
SAFETY

- 19.1 District Compliance: It is the obligation of the District to provide safe working conditions for unit members and the obligation of each unit member to work in a safe manner and one that does not create hazards for self and/or others.
- 19.1.1 Unit members are expected to discuss safety concerns with their immediate supervisor. If the unit member believes that the safety hazard has not been corrected, within a reasonable period of time, then he/she will contact the District Risk Manager with their concerns.
- 19.2 Incidents: If the safety of a unit member is threatened by a real and present danger, the member may use reasonable force as necessary to protect himself/herself from attack. Members shall immediately report incidents of battery or instances as referred to above in connection with their employment to their principal or other immediate supervisor.
- 19.3 No Discrimination: No unit member shall be in any way discriminated against as a result of reporting any condition believed to be a health or accident hazard.
- 19.4 Safety Committee: The Union will be entitled to representation on any general safety committee established by the District to review health, sanitation, or safety matters, such representation to be at least equal to that of any other exclusive representative. Attending meetings of the committee shall not be subject to deduction in pay.
- 19.5 Training—Non-Violent Crisis Intervention Training (or its equivalent) shall be provided to all paraprofessionals the District has identified as working in an environment in which it is appropriate to learn techniques that focus on preventing explosive behavior and safely managing physical crisis. Refresher courses shall be taken within 12 months of the initial training to keep the certification active.
- 19.6 All unit members eligible for Hepatitis B injections shall be notified of their eligibility on date of hire. Current unit members eligible for Hepatitis B injections shall receive notification within 30 days of the ratification of this agreement of their right to receive these injections.

**ARTICLE 20
GRIEVANCES**

- 20.1 Definitions:
- 20.1.1 A "grievance" is an allegation of a violation of the terms of this Contract.
- 20.1.2 An "aggrieved person" is the person or persons, including the Union, making the claim.
- 20.1.3 A "day" is any day in which the District Office is open for business.
- 20.2 Purpose:
- 20.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances of unit members.
- 20.2.2 Nothing contained herein will be construed as limiting the right of any member having a complaint to discuss the matter informally with the appropriate administrator. The complaint may be adjusted without intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Contract and that the Union has been given an opportunity to be present at such adjustment and to state its views.
- 20.2.3 Nothing contained herein shall deny to any unit member his/her rights under state or federal law.
- 20.3 Procedures:
- 20.3.1 Both parties agree that grievance proceedings will be kept as confidential as possible.
- 20.3.2 The grievance shall be presented on a form agreed to by both parties. It is the responsibility of the grievant to provide a copy to the Union. It is the responsibility of the supervisor to provide a copy to the Assistant or Deputy Superintendent, Human Resources.
- 20.3.3 Forms for filing and resolution of grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Superintendent or his/her designee and when concurred with by the Union be made available by the District. The costs of preparing such forms shall be borne by the District.
- 20.3.4 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants in a grievance file. Such file, established and maintained by the District, shall be accessible to the Union for purposes of processing grievances.
- 20.3.5 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal (or immediate supervisor in the case of the District Office), the aggrieved person shall submit such grievance in writing to the next level of supervision.
- 20.4 Procedures for Resolving a Grievance
- 20.4.1 Informal Level: Before filing a formal written grievance, the grievant shall attempt to resolve the matter arising in a potential grievance by scheduling an informal conference with his/her immediate supervisor. The supervisor will be responsible for notifying the unit member of the applicable timelines.
- 20.4.2 Level One: Within thirty (30) working days of the time an alleged grievance occurs, the grievant will file the grievance in writing with his/her immediate supervisor.
- 20.4.2.1 The immediate supervisor shall notify the unit member if the submitted grievance is untimely, which shall cause the grievance to be null and void.
- 20.4.3 Within ten (10) days after receiving the grievance, the principal (or immediate supervisor in the

case of the District Office) shall respond and indicate his/her proposed resolution. If such response is not initiated within such number of days, the alleged grievance will be advanced to Level Two.

20.4.4 If the grievant does not concur/agree with the response and/or the proposed resolution at Level One, such grievant may, within ten (10) days of receipt of the supervisor's response, forward the alleged grievance to the next level of supervision.

20.5 Level Two:

20.5.1 The second level supervisor or the appropriate Assistant/Deputy Superintendent, or Director, as designated by the Superintendent, shall, within ten (10) days of receipt of the grievance, respond and indicate his/her proposed resolution to the grievant.

20.5.2 The grievance shall be considered closed if within ten (10) days of receipt of such proposed solution an appeal to the next appropriate level is not filed.

20.6 Level Three:

20.6.1 The Superintendent or his/her designee shall, within ten (10) days of receipt of the grievance, respond and indicate his/her proposed resolution to grievant.

20.6.2 The grievance shall be considered closed if within ten (10) days of receipt of such proposed solution an appeal to the next appropriate level is not filed.

20.7 Level Four:

20.7.1 If the Union believes that there has been error on the part of the Superintendent or his/her designee, it may, by written notice to the Superintendent within ten (10) days, refer the grievance to arbitration. The decision to arbitrate a grievance shall be authorized by both parties within the Union (the Chapter and the Association). If any question arises as to the arbitrability of the grievance, such questions will, prior to the consideration of the issue, be ruled upon by the same arbitrator after such hearing and evidence as may in his/her judgment be required.

20.7.2 The parties, that is the Union and the District, shall mutually select an arbitrator. Should they be unable to agree on an arbitrator within ten (10) days, such selection shall be referred to the California State Conciliation Service.

20.7.3 The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Union and will be final and binding upon the parties to this Agreement.

20.7.4 All costs for the services of the arbitrator, including, but limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Union. Other costs will be borne by the party incurring them.

20.8 Appearance and Representations:

20.8.1 A unit member may be represented at all stages of the grievance procedure prior to Level Four by himself/herself or, at his/her option, by a representative selected by himself/herself. If a unit member is not represented by the Union, the Union shall be informed of all hearings and shall have the right to be present and to state its views at all stages of the grievance procedure.

20.8.2 The parties agree that no reprisals of any kind for such involvement will be taken by either party or by any member, employee, agent or affiliate of either party against any person involved in a grievance.

20.8.3 Hearings under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses, to be present. Such hearings shall be conducted, if at all possible, when they will not interfere with the regular instruction of students,

unless there is mutual agreement for other arrangements.

20.8.4 Pursuant to these procedures, any unit member required under such mutual agreement to be absent from his/her duties shall not suffer any loss of pay.

20.9 Time Limits:

20.9.1 Since it is important that grievances be processed as rapidly as possible, the time limits are specified at each level, and every effort should be made to adhere to such limits.

20.9.2 A decision rendered at any step in these procedures becomes final and the grievance deemed resolved unless appealed to the next level within the time limit specified.

**ARTICLE 21
PROFESSIONAL GROWTH**

21.1 The intent of this incentive based professional growth program is to encourage employees to voluntarily gain increased knowledge and skills which enhance their ability to perform the work of the school district; to provide an opportunity for advancement to new positions; or to provide the employee with an awareness of the importance of increased efficiency needed to fulfill their role in the total education of students in the Conejo Valley Unified School District. This is an award type program based upon the accumulation of points which will eventually translate into a professional growth stipend. This program became effective January 1, 1997.

21.2 Professional Growth Committee:

21.2.1 The Professional Growth Committee shall consist of one (1) representative from each of the following groups of employees appointed by CSEA Chapter 620: Child Care, Child Nutrition, Clerical, Custodial, Grounds/Maintenance and Instructional Assistant.

21.2.2 The Director, Classified Personnel, shall be a permanent member of the District's Professional Growth Committee.

21.2.3 Committee members shall serve two-year staggered terms. Terms of committee members shall begin in July and end in June. A Chair and a Secretary shall be appointed by the Committee.

21.2.4 Should a vacancy occur on the Committee, the unexpired term shall be filled by a CSEA Chapter 620 appointee, for those positions which the Chapter originally appointed and from the same group in which the vacancy occurred.

21.2.5 Decisions made by the Professional Growth Committee will be by consensus. The Professional Growth Committee shall meet at least quarterly to review applications for professional growth points; determine validity of educational experiences as may be submitted for professional growth credit; annually provide the Payroll Department with a listing of those employees who have earned Professional Growth increments for the fiscal year; and annually prepare recommendations to CSEA Chapter 620 and the District.

21.3 Standards and Guidelines for Participation in the Professional Growth Program.

21.3.1 Fifteen (15) professional growth points shall be required for each professional growth increment.

21.3.2 Professional growth may be achieved through participation in the following categories (at least four (4) points toward an increment must be earned in category 1 or 2):

1. Accredited college courses.
2. Adult education, regional occupational pro-grams, or other accredited schools.
3. Conferences, workshops or seminars.
4. Service as an elected CSEA officer in one of the following positions: President, 1st Vice President, 2nd Vice President, Secretary, Treasurer, and Chapter Public Relations Officer (Newsletter Editor), and Union Steward as appointed by Chapter President.

Note: Points for Chapter Elected Officers shall be 4 points per school year. No more than eight (8) points may be used for each increment from #4 above.

The subject matter of the course should relate to the position currently occupied by the employee, or should meet the requirements for career development as determined by the Professional Growth Committee.

Sample Point System:

Hours	Points @ .125	Hours	Points @ .125
1.0	.125	9.0	1.125
2.0	.250	10.0	1.250
3.0	.375	11.0	1.375
4.0	.500	12.0	1.500
5.0	.625	13.0	1.625
6.0	.750	14.0	1.750
7.0	.875	15.0	1.875
8.0	1.000	16.0	2.000

- 21.3.3 All professional growth candidates taking courses must obtain a passing grade of “C” or better, a certificate of satisfactory completion of a course, or a grade of “Pass” in a course which does not provide a letter grade, in order to receive credit points for the course.
- 21.3.4 Employees must submit evidence of satisfactory completion of course work within one (1) calendar year from the date of the completion in order to receive professional growth points for that coursework.
- 21.3.5 Points will not be given to an employee who is on leave from the District to become a full-time or part-time student.
- 21.3.6 All courses shall be taken outside of the employee’s normal working hours. Employees may use vacation time, comp time, non-paid time to attend college and/or adult education courses, conferences, workshops or seminars to receive professional growth credit.
- 21.3.7 Two (2) points will be awarded for each completed semester unit.
- 21.3.8 One and one-half (1½) points will be awarded for each completed college quarter unit.
- 21.3.9 Courses not offering semester or quarter units, and other types of education courses for which the Committee has granted approval, will receive points based on total hours of participation. For such courses and/or activities, a certificate or signed documentation verifying satisfactory completion from the school of attendance must be submitted with the Professional Growth Reporting Form/Notice of Completion.
- 21.3.10 District sponsored Workshop or In-service: Credit hours for participation in District-sponsored work-shops or in-services shall be equated as follows: .125 per hour approved or 1.0 points for eight (8) hours.
- 21.3.11 Educational Conferences and Lectures: Credit hours for participation in educational conferences and lectures shall be equated as follows: .125 per hour approved or 1.0 for eight (8) hours.
- 21.3.12 Institutes, Conferences, Workshops and Lectures: In order to gain professional growth points for institutes, conferences or workshops and lectures, the application for credit shall include a list of the institutes, lectures, conventions, or workshops attended or participated in, with a short summary of the value of each including place, time, speaker, duration, etc., and/or work oriented organizations. Credit hours for participation in institutes, conferences, workshops, and/or lectures shall be equated as follows: .125 per hour approved or 1.0 points for eight (8) hours.
- 21.3.13 This program is not intended to restrict in any way the training and self-improvement efforts a classified employee may undertake on their own initiative. However, such training shall be considered as applicable to a professional growth increment only if it meets the requirements specified by this policy and implementing regulations of the Committee.

21.3.14 Reimbursement for tuition and books: Employees may receive reimbursement for tuition and books up to three hundred dollars (\$300) per fiscal year in lieu of professional growth points. Coursework reimbursed under this provision shall not be applied to professional growth increments and may not exceed fifteen hundred dollars (\$1500) lifetime maximum per employee. Official transcripts or certificates showing completed coursework with a grade of C or better, along with receipts for books/materials required by the instructor must be submitted by August 31st of each year. Payment shall be made after the Professional Growth Committee determines the validity of education coursework.

21.3.14.1 Reimbursement for tuition or books shall result in a waiver of at least one or more of the five Professional Growth increments of \$300 each.

21.4 Procedures for Participation in Professional Growth

21.4.1 Enrollment Application - Letter of Intent - The Professional Growth Committee will monitor employee participation quarterly and employees who wish to participate in the Professional Growth Program shall file the Enrollment Application (also known as the Letter of Intent) for Professional Growth form showing coursework that they intend on completing for either professional growth increments or reimbursements for tuition or books.

21.4.2 Deadline to Submit - Notice of Completion - Proof of all completed course work of any type shall be provided to the District Personnel Department with the Professional Growth Reporting Form/Notice of Completion by August 31st in order to receive a professional growth increment for the current fiscal year.

21.4.3 Completed coursework shall be verified by official transcript or certificate. All other work must be verified by acceptable verification in accordance with these procedures.

21.4.4 The Professional Growth Committee will not approve participation beyond the funding provided in Article 21.8.

21.5 Eligibility for Participation in the Professional Growth Program

21.5.1 All regularly employed, permanent classified employees who are in paid status with the Conejo Valley Unified School District shall be eligible to participate in the Professional Growth Program.

21.5.2 For purposes of determining eligibility for any professional growth increment, the term “regularly employed classified employee” shall mean persons serving in regular classified positions, who have completed their initial probationary period and have been in paid status for twelve (12) consecutive months prior to participating in the professional growth program.

21.5.3 Employees who qualify as stated above, who wish to participate in the Professional Growth Program, must file the Professional Growth Enrollment Application Form with the Classified Personnel Office. The Professional Growth Committee will notify employees of their eligibility to participate in the Professional Growth Program. Acceptance into the program will be based on acceptability of coursework, date of application and the availability of funds under subsection 21.8. Cut off of participants, if necessary, will be based on the date the application is received by the Classified Personnel Office.

21.6 General Rules and Regulations for Professional Growth Increments

21.6.1 One or more professional growth increment(s) in the maximum amount of three hundred dollars (\$300.00) a school year each, but not to exceed five (5) such increments in the maximum amount of fifteen hundred dollars (\$1,500), may be granted to a regularly employed classified employee (as previously defined in this policy) subject to the conditions set forth in this section.

- 21.6.2 Increments shall be granted beginning with the fiscal year following the earning of the fifteen (15) increment points required and upon certification of satisfactory services.
- 21.6.3 Increments shall be added annually onto proceeding increments to which employee is entitled but shall be awarded not more frequently than once each fiscal year, and points will be calculated annually. Only one (1) increment may be granted per year (i.e., if an employee earns enough credits to move two (2) increments in one (1) twelve (12) month period, he/she may only receive one (1) increment the first year and will receive the second increment in the subsequent year).
- 21.6.4 Payment shall be made after the Professional Growth Committee determines the validity of education experiences and the employees who are eligible for professional growth increments).
 - 21.6.4.1 The professional growth increment is retroactive to July 1.
 - 21.6.4.2 Professional growth recipients shall receive their increments on a monthly basis payable as follows: yearly dollar value of increment divided by ten (10) months of employment (e.g., a twelve (12) month employee earning two (2) three hundred dollar (\$300) increments would receive six hundred dollars (\$600) divided by ten (10), which is sixty dollars (\$60) per month; excluding the months of July and August, a ten (10)-month employee earning two (2) three hundred dollar (\$300) increments would receive six hundred dollars (\$600) divided by ten (10), which is sixty dollars (\$60) per month).
 - 21.6.4.3 Earned increments shall be paid in addition to the employee's regular salary and shall be subject to customary payroll deductions. The employee will receive that increment only for as long as the employee is in paid status.
 - 21.6.4.4 No reimbursement for tuition and/or books under the provision of this article shall be granted to employees who are not employed by the District at the time the request is received and reviewed by the Professional Growth Committee.
- 21.6.5 If employment is terminated for any reason, professional growth compensation will be paid on a prorated basis.
- 21.6.6 Credit will not be given for professional growth activities completed prior to the employee's completion of twelve (12) consecutive months of employment.
- 21.6.7 Records concerning the Professional Growth Program shall be maintained by the Classified Personnel Office.
- 21.6.8 Permanent employees who are promoted or transferred to a new classification may earn increment points while in probationary status in the new class provided the points earned are in compliance with the prescribed professional growth plan.

21.7 Qualification for Initial Professional Growth Increment:

- 21.7.1 Increment points applicable to the initial professional growth increment may be allowed retroactively from January 1992 up to a maximum of five (5) points for participation in accredited college courses/adult education, regional occupational programs, other schools, and any other job-related professional growth participation that is approved by the Committee, provided a) the points were earned after the beginning date of employment; b) the candidate was actively and regularly employed by the Conejo Valley Unified School District at the time the points were earned; c) the increment points are verified through the efforts of the employee and are approved by the Committee in accordance with requirements of the professional growth plan.

- 21.7.2 If more than the necessary number of points are earned for any of the second, third, or fourth professional growth increments, the excess number will be carried over to the next succeeding increment.
- 21.8 The District will set aside up to \$30,000 per year for the life of the agreement to fund the Professional Growth Program. In addition to the general fund allotment, the Child Care Department shall set aside up to \$25,000 to fund the professional growth stipends of unit members in department respective job classifications.
- 21.8.1 To enable the District to monitor cost, the Committee will provide Assistant Superintendents of Business and Personnel, with a quarterly report of expenditures and program activity. In the event that growth stipends are expected to exceed the budgeted amount, the District may reopen negotiations on this provision. If the District reopens negotiations, it will not count as the District's reopener that year.
- 21.9 Child Care Leaders who are receiving a stipend for a Child Development Permit in the amount in excess of \$1500 as of July 1, 2010, shall continue to receive the stipend for the term of their employment as a Child Care Leader, and such will constitute the employee having reached the maximum amount under the District's Professional Growth Program.
- 21.9.1 The grandfather clause in 21.9 shall become null and void if the unit member fails to maintain their respective permit current, whereby, if the permit lapses, the unit member will no longer be eligible for a stipend under the terms of 2008-2011 contract of agreement. The unit member shall be eligible to receive professional growth points retroactively to the first day of eligibility under the terms specified in 21.5.2.
- 21.9.2 Child Care Leaders who are receiving a stipend for a Child Development Permit that is in the amount less than \$1500, may participate in the professional growth program to reach the \$1500 lifetime maximum. (Example: An employee currently receiving a stipend of \$1250, may earn an additional \$250, for a maximum of \$1500, by way of professional growth points consistent with the professional growth program guidelines.)
- 21.9.3 The committee will utilize the same criteria as within Article 21 to determine the increments that have been earned while working for the Conejo Valley Unified School District and Professional Growth Stipends will be paid accordingly.

ARTICLE 22 NEGOTIATIONS

- 22.1 Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall, no less than ninety (90) days prior to the termination date set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- 22.2 Release Time for Negotiations: The Union shall have the right to designate six (6) unit members, who shall be given reasonable release time to prepare for and participate in negotiations.
- 22.3 It is the parties' intent to start negotiations in sufficient time to complete the process prior to the expiration of the contract.

**ARTICLE 23
DISCIPLINE**

23.1 General Provisions:

23.1.1 A permanent bargaining unit employee shall be subject to disciplinary action only for just cause as prescribed by law or as set forth in Merit System Rule.

23.1.2 Disciplinary action shall not be taken against an employee for any charges which occurred prior to the employee becoming permanent, nor for any acts or omissions which occurred more than two (2) years prior to the date of the filing of the Notice of Proposed Disciplinary Action, unless the District did not know, or could not have reasonably known, of the act or omission.

23.1.3 Only the Superintendent, Assistant or Deputy Superintendent, Human Resources or Designee shall place a bargaining unit member on paid administrative leave pending investigation that may lead to discipline.

23.2 Progressive Discipline:

23.2.1 Each employee shall receive fair, impartial, and consistent treatment during any disciplinary action, regardless of the employee's position, assignment, or protected status.

23.2.2 Progressive Discipline Defined and Related Steps: Progressive discipline is defined as the application of corrective measures by increasing and progressive degrees, with actions that fit the nature of the problem, designed to motivate an employee to change performance or conduct. The District shall follow the principles of progressive discipline. Progressive steps may be repeated as deemed appropriate by the District. The common steps in progressive discipline shall be as follows:

A. Counseling – A supervisor shall initiate an informal discussion with an employee designed to assist them in gaining a full understanding of performance standards, while fostering two-way communication to identify solutions that best meet established expectations. A supervisor may follow up with a written notice to summarize what transpired during a counseling meeting, noting areas of performance deficiency that must be improved, including notice of improvement objectives. Counseling may be skipped if conditions warrant a more severe action.

B. Verbal Reprimand – A verbal reprimand is intended to provide notice to the employee that his or her performance or behavior must be improved. The warning defines the areas in which improvement is required, establishes goals leading to the improvement objective, and informs the employee that failure to improve may result in further, more serious disciplinary action. A supervisor will issue a written notice to summarize the incident that led to the verbal warning and improvement expectations. Verbal Reprimand may be skipped if conditions warrant a more severe action.

C. Written Reprimand – The written reprimand is intended to provide notice to the employee of his or her misconduct and/or performance deficiencies. A written reprimand shall summarize the employee's misconduct or performance deficiencies and provide directives to the employee to assist him/her in improving his/her conduct and/or performance. A copy of the written reprimand shall be forwarded to the Classified Personnel Department for inclusion in the employees' personnel file. The employee shall have the right to provide a written response to the written reprimand and any response will be placed in the employee's personnel file with the written reprimand.

D. Suspension – the temporary removal of an employee from his/her position for cause without pay. The length of the suspension shall not exceed 30 calendar days. The proposed length of suspension shall be reasonably related to the seriousness of the offense. Suspension may be skipped if conditions warrant a more severe action.

- E. Demotion – An involuntary reassignment of an employee to a position in a lower job classification or a position with a lesser assignment term (hours per day or months per year). Failure to meet the requirements of promotional probation does not constitute a demotion. Demotion may be skipped if conditions warrant a more severe action.
- F. Termination - The for cause release or discharge of an employee from employment with the District.

23.3 Notice of Disciplinary Action:

23.3.1 Content of Notice of Disciplinary Action: A "Notice of Proposed Disciplinary Action" is the notification that disciplinary action will be recommended to the Board of Education. The notice shall contain statements in ordinary and concise language of:


- A. The nature of the disciplinary action taken (suspension, demotion, dismissal).
- B. The specific causes and sections of these Rules and Procedures that the employee is accused of violating and upon which the disciplinary action is based.
- C. A description of the chargeable action(s) or omissions.
- D. Notice of the effective date(s) of the proposed disciplinary action.
- E. Documentation to support the charges against the employee.
- F. Notice of the employee's right to a pre-disciplinary meeting ("*Skelly* meeting") not sooner than five (5) working days after issuance of the Notice of Proposed Disciplinary Action and prior to the Governing Board's action on the proposed discipline.
- G. Notice that the employee may forfeit his/her right to a *Skelly* meeting if he/she fails to respond within the time limits specified, and information on how to exercise his right to the *Skelly* meeting.
- H. Notice of the date that the disciplinary action will be acted on by the District's Governing Board.
- I. Notice of the employee's right to representation.

23.4 Pre-Disciplinary Conference:

23.4.1 The Superintendent may assign a designee to serve as the *Skelly* officer. That designee shall be an administrator who has the authority and authorization to accept, modify, or rescind the proposed disciplinary action.

Agreed to by The California School Employees Association and its Conejo Valley Unified Chapter 620 and Conejo Valley USD, subject to ratification of the unit members of the California School Employees Association and its Conejo Valley Unified Chapter 620 and the Governing Board of Conejo Valley USD, on May 19, 2019

FOR THE CONEJO VALLEY
UNIFIED SCHOOL DISTRICT:



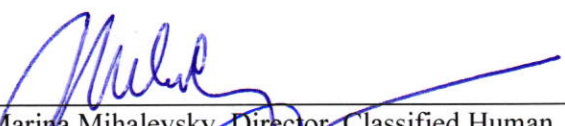
Victor Hayek, Ed.D., Deputy Superintendent
Business Services




Lisa Miller, Assistant Superintendent, Student
Support Services




Jeanne Valentine, Assistant Superintendent
Human Resources



Marina Mihalevsky, Director, Classified Human
Resources



Jason Branham, Principal

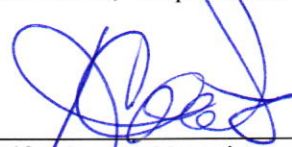


Dena Sellars, Ed.D., Principal

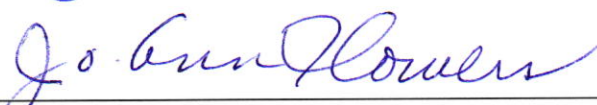
FOR THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION:



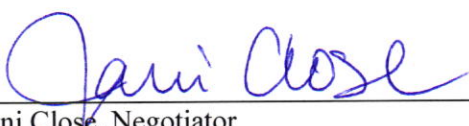
Debra Hanna, Chapter President



Jennifer Coates, Negotiator



JoAnn Flowers, Negotiator



Jani Close, Negotiator



Joseph McHugh, Negotiator



Linda White, Negotiator



Christopher Crump, CSEA Labor Representative

APPENDIX A

**CONEJO VALLEY UNIFIED SCHOOL DISTRICT
SALARY SCHEDULE
Effective July 1, 2018**

CLASSIFICATION	RANGE
Account Clerk	47
Accounting Technician I	62
Accounting Technician II	67
Administrative Assistant	77
Adult School Classroom Aide	30
Adult School Program Specialist	98
Associated Student Body Bookkeeper	75
Audio Visual Electronics Technician	87
Behavior Intervention Specialist	98
Behavioral Health Clinician I	95
Behavioral Health Clinician II	100
Benefits Technician	62
Child Care Assistant	30
Child Care Leader	53
Child Nutrition Assistant I	25
Child Nutrition Assistant II	28
Child Nutrition Assistant-Satellite	30
Child Nutrition Delivery Worker	51
Child Nutrition Manager	44
Child Nutrition Production Manager	54
Child Nutrition Technician	81
College and Career Guidance Specialist	54
Credentials Technician	71
Curriculum & Assessment Technician	50
Custodian	51
Database Administrator	120
Early Care Aide	10
Early Care Assistant Teacher	30
Early Care Teacher	53
Early Literacy Teacher	62
Employment Specialist	91
Family Services Coordinator	64
Family Services Coordinator-Bilingual/ Spanish	67
Food Services Aide	10
Grounds Equipment Operator	57
Groundskeeper	51
Health Clerk	40
Heating/Ventilating Mechanic	84
Human Resources Assistant	47
Human Resources Technician	62
Instructional Media Technician	47
Internal Auditor	107
Irrigation Specialist	69
Job Trainer	70

CLASSIFICATION	RANGE
Language Assessment & Development Facilitator/Chinese	47
Language Assessment & Development Facilitator/Farsi	47
Language Assessment & Development Facilitator/German	47
Language Assessment & Development Facilitator/Japanese	47
Language Assessment & Development Facilitator/Korean	47
Language Assessment & Development Facilitator/Spanish	47
Language Assessment & Development Facilitator/Vietnamese	47
Lead Custodian	60
Lead Family Services Coordinator	73
Lead Groundskeeper	71
Library Technician	50
Licensed Nurse	56
Locksmith	80
Maintenance Carpenter	80
Maintenance Electrician	84
Maintenance Lead – Buildings/Facilities	88
Maintenance Lead – Mechanical Systems	88
Maintenance Painter	80
Maintenance Plumber	84
Maintenance Services Leadworker/ Dispatcher	90
Maintenance Worker II	70
Mechanic	80
Network Engineer	120
NfL Program Specialist	76
Office Assistant I	32
Office Assistant II	36
Office Assistant III	40
Office Assistant IV	47
Outreach Worker – Bilingual Spanish	87
Paraeducator I	31
Paraeducator II	36
Paraeducator III	41
Paraeducator/Bilingual-Arabic	32
Paraeducator /Bilingual-Chinese	32
Paraeducator /Bilingual-Farsi	32
Paraeducator /Bilingual-Korean	32
Paraeducator /Bilingual-Spanish	32
Paraeducator /Bilingual-Vietnamese	32
Paraeducator /Braille Transcriber	45
Paraeducator /Severely Disabled	39
Paraeducator /Visually Handicapped	31
Paraeducator /Vocational Education	31
Paraeducator – Classroom Assistant	30
Payroll Technician	65
Payroll Specialist	85
Pest Control Technician	75
Planning Technician	95
Pool Maintenance Technician	70

CLASSIFICATION	RANGE
Preschool Assistant Teacher	38
Preschool Assistant Teacher/Bilingual-Spanish	41
Preschool Teacher	79
Preschool Teacher/Bilingual-Spanish	82
Printing Services Technician	57
Printing Services Specialist	73
Purchasing Expediter	62
Purchasing Specialist	81
Receptionist	40
Registrar	50
School Occupational Therapist	121
School Office Manager I	55
School Office Manager II	58
School Office Manager III	59
School Office Manager IV	62
School Outreach Assistant	43
Secretary	55
Senior Accountant	103
Senior Grounds Equipment Operator	62
Sign Language Interpreter	106
Site Computer Technician I	70
Site Computer Technician II	78
Special Education Data Technician	70
Speech-Language Pathology Assistant	46
Speech-Language Pathology Assistant, Bilingual-Spanish	49
Systems Administrator	120
Systems Analyst	110
Systems Engineer	120
Systems Technician	86
Textbook Clerk	40
Tobacco Use Prevention Education Coordinator	98
Translator-Interpreter	55
Transportation Specialist	103
Warehouse Leadworker	73
Warehouse Specialist	62
Warehouse Technician	57
Web Content Specialist	78

APPENDIX B
CSEA DUES/SERVICE FEE STRUCTURE

The per capita dues of the State Association shall be assessed at the rate of one point five percent (1.5%) of the first three thousand one hundred fifty dollars (\$3,150) of the monthly gross salary (exclusive of overtime, but including longevity, professional growth, and anniversary increments), but shall not exceed a maximum assessment of four hundred seventy-two dollars and fifty cents (\$472.50) annually. The monthly deductions shall commence in September of each year and continue through August 31st, or until a maximum of \$472.50 has been deducted during said ten (10) month period.

Chapter dues shall be three dollars (\$3.00) per month, but shall not exceed thirty dollars (\$30) annually.

The preceding dues structure is subject to change by adoption of the CSEA conference delegates and the members of the local chapter.

APPENDIX C

Memorandum of Understanding

Between the Conejo Valley Unified School District (CVUSD) and the California School Employees Association and its Conejo Valley Unified Chapter 620 (CSEA)

WHEREAS, the current Contract of Agreement is due to expire on June 30, 2018, and

WHEREAS, the parties have met and conferred their mutual interest to have the terms and conditions of this memorandum of understanding sunset on June 30, 2019, with the intent of reopening negotiations on the matter on an annual basis on or before June 30th, and

WHEREAS, the District would gain value in recruitment planning and management of staffing transitions, when 120 day advance notice is provided from the date the employee is intent to retire and separate from service with the District; such notice shall be provided by completion of the official District "Employment Separation Form," and

WHEREAS, while individuals may choose to separate from service with 120 day advance notice, the qualification for the compensatory amount will be authorized only for those individuals who meet the CalPERS established retirement age, regardless of retirement system membership, and have a minimum of ten (10) years of service with the District at the time of separation, and

THEREFORE, the District will issue a compensatory amount to an employee, who provides 120 day or more, advance notice and completes the required Employment Separation Form. The compensatory amount will be at \$1,000 for a full-time, LO FTE- 8.0 hour/day employee, with the amount pro-rated thereafter on the basis of the full-time-equivalent percentage of their permanent position assignment. That is, an employee holding a 0.375 FTE daily assignment (3.0hrs/day – M-F), shall be eligible for \$375 as their compensatory amount for advance notice of retirement and separation from service.

Employees submitting notice of retirement on or before March 20, 2018, with the intent of retiring at the end of the 2017-2018 work year respective to their position assignment, will be eligible for the \$500 compensatory amount in accord with the previously adopted agreement, notwithstanding the 120 day advance notice.

The Employment Separation Notice will be irrevocable following seven (7) calendar days from the date of receipt in the Human Resources Department.

Compensatory payment will be issued during the Districts regular payroll cycle in the month following the date of retirement and separation from service.

This memorandum is executed on 23rd of March, 2018.

District



Marina Mihalevsky, Director, Classified HR

Robert Iezza, Deputy Superintendent, Human Resources

CSEA Chapter 620




Debra Hanna, Chapter 620 President



Jo Ann Flowers



Jennifer Coates



Jennifer Renner, CSEA



**Memorandum of Understanding
Between
Conejo Valley Unified School District
And the California School Employees Association and its Conejo Valley 620
Chapter (CSEA) December 5, 2014**



In order to ensure that employees are compensated in accord with Federal and state requirements for work related travel, and maximize operational efficiency in payroll processing, the District and CSEA agree to adopt a mileage allowance that would provide for appropriate travel compensation as follows:

Daily Travel Requirement	Monthly Allowance	Daily Travel Requirement	Monthly Allowance
less than 1 mile	\$13.25	5.5 miles, but less than 6.0 miles	\$75.00
1.0 mile, but less than 1.5 miles	\$19.50	6.0 miles, but less than 6.5 miles	\$81.00
1.5 miles, but less than 2.0 miles	\$25.75	6.5 miles, but less than 7.0 miles	\$87.25
2.0 miles, but less than 2.5 miles	\$32.00	7.0 miles, but less than 7.5 miles	\$93.50
2.5 miles, but less than 3.0 miles	\$38.25	7.5 miles, but less than 8.0 miles	\$99.50
3.0 miles, but less than 3.5 miles	\$44.50	8.0 miles, but less than 8.5 miles	\$105.50
3.5 miles, but less than 4.0 miles	\$50.75	8.5 miles, but less than 9.0 miles	\$111.50
4.0 miles, but less than 4.5 miles	\$56.75	9.0 miles, but less than 9.5 miles	\$117.75
4.5 miles, but less than 5.0 miles	\$63.00	9.5 miles, but less than 10.0 miles	\$123.75
5.0 miles, but less than 5.5 miles	\$69.00		

This agreement reflects increases in the IRS adopted reimbursement rate and would provide for sufficient compensation to traveling employees.

The following agreement is subject to Board approval and CSEA ratification.

For the District

 Mark McLaughlin,
 Assistant Superintendent, Personnel
 Services

 Marina Mihalevsky
 Director, Classified Personnel

For CSEA
 NJ \!
 Matt Waldman, Chapter
 President

 Jennifer Coates, Negotiator


 Jo-Ann Flowers, Negotiator

Nicole Teninty, Negotiator

Michael Reyes, Negotiator

Mark Love, Labor
 Representative

Memorandum of Understanding Between Conejo Valley Unified School District and

the California School Employees Association and its Conejo Chapter 620

January 29, 2016

New Employee Orientation

CSEA and the District agree on the value of a new employee orientation which provides for knowledgeable classified employees who are aware of their rights and responsibilities at work .

- In order to allow for this orientation the District shall permit a representative, designated by CSEA, at each work site to conduct a brief orientation session.
- Both the site representative and the new employee(s) will be granted no more than 10 minutes, in paid status, to discuss CSEA's contract, member benefits, and any questions the new employee(s) may have regarding classified employment in the District.
- The site representative will not imply any endorsement by the District of membership in CSEA.
- CSEA shall keep a log that tracks the time taken for orientations and confirms that a representative utilized the orientation time to meet with a new employee.

This Memorandum of Understanding will expire on June 30, 2017. At that time CSEA and District may renegotiate this memorandum.

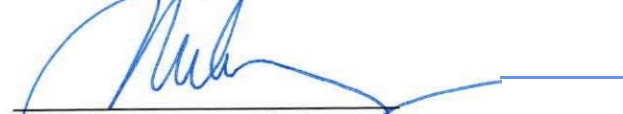
For the District:



Mark McLaughlin, Asst. Supt. of Personnel



Jon Sand, Asst. Supt. of Business Services



Marina Mihalevsky, Director of Classified Personnel



Josh Eby, Principal

For CSEA:



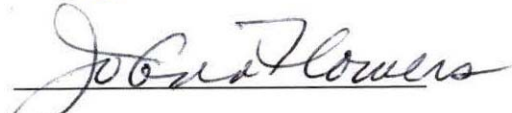
Matt Waldman, Chapter President



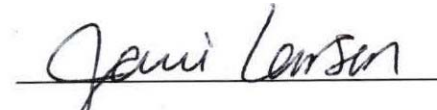
James Wei, 1st Vice President




Jennifer Coates, Treasurer



Jo Ann Flowers, CPRO



Jani Larson, Negotiations Team Member



Alexander Moore, Labor Relations Rep.

LEVEL II Supervisor must respond by **10th** work day
 Review By Higher Supervisor: _____ Date Received _____
 (name)

I reviewed this grievance and the following action was taken:•

Asst. Superintendent
 Or Supervisor SIGNATURE _____ Date Returned to Employee _____

TO EMPLOYEE: Route this form to the next highest level of supervision as indicated in provisions of existing agreement with exclusive representatives of employee organizations if you do not concur with the above action.

Employee must indicate by 10th work day.

Concur with action taken above and accept solution proposed thereby.
 Do not concur with action taken above and desire grievance to be submitted to Level III.

EMPLOYEE SIGNATURE _____ DATE _____

LEVEL III Superintendent must respond by **10th** work day
 Review By Superintendent (or designee) _____ Date Received _____
 (name)

I reviewed this grievance and the following action was taken:*

Superintendent (or designee) SIGNATURE _____ Date Returned to Employee _____

TO EMPLOYEE: Route this form to the next highest grievance level as indicated in provisions of existing agreement with exclusive representatives of employee organizations, if you do not concur with the action taken above.

Employee must indicate by 10th work day.

Concur with action taken above and accept solution proposed thereby.
 Do not concur with action taken above and desire grievance to Arbitration.

EMPLOYEE SIGNATURE _____ DATE _____

LEVEL IV
 Date submitted to Arbitration: _____

Results of Arbitration:

*Attach additional sheets if necessary. Revised 4/14

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