

**A CONTRACT BETWEEN THE
CAJON VALLEY UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**



AMENDED BASED ON 2010 – 2011 NEGOTIATIONS

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ARTICLE I: PREAMBLE

This is an agreement entered into this November 9, 1982, between the Governing Board of the Cajon Valley Union School District and the California School Employees Association, Chapter 179.

ARTICLE II: RECOGNITION

The Board recognizes Association Chapter 179 of the California School Employees Association as the exclusive bargaining agent for all classified employees holding those positions described in Exhibit B. The Association accepts the responsibility of cooperating with the Board to ensure services are maintained in a most efficient manner at a reasonable cost.

ARTICLE III: ASSOCIATION RIGHTS

1. The Association recognizes the responsibilities of an exclusive bargaining agent for the unit as described and realizes that to provide maximum opportunities for continuing employment, working conditions and wages, the Board must maintain a strong economic position. The Association shall cooperate with the Board to assure maximum efficiency and shall cooperate with the District in reducing absenteeism, eliminating tardiness, and other practices which interfere with or reduce the effectiveness of the work program.
2. The Association shall have the right to post appropriate notices of their activities and matters of Association concern on Association bulletin boards at least one of which shall be provided in each administrative unit. The Association shall have the right to reasonable use of District mail service, and for qualified operator to use office equipment necessary to produce Association notices and publications on a no-cost, non-interference with District business basis.
3. Upon proper notification, the Association shall have the right to reasonable use of school facilities for meetings subject to requirements of the Board's Civic Center Policy.
4. Accredited representatives of the Association shall have access to administrative units of the District at reasonable times during working hours provided they obtain approval from the site administrator or his designated representative.
5. Release time of five (5) days for two (2) delegates for the first 150 members and one (1) additional delegate for each 100 members or fraction thereof, not to exceed a maximum of six (6) delegates under this agreement, will be granted for attendance at the annual CSEA Conference.
6. The Association may assign job representatives as needed to a maximum of one representative per work location. The Association agrees to provide the Board with an up-to-date list of current job representatives.
7. Association officers, and job stewards, excluding President, may be authorized release time not to exceed sixteen (16) hours per month to coordinate Association/Board business. Release time shall be subject to approval of the employee's immediate supervisor and may not exceed four (4) hours at any one time.

Release time for Chapter President shall be subject to approval of the employee's immediate supervisor and may not exceed four (4) hours per day for full-time employees or one-half the assigned work day for part-time (less than eight hour employees) at any one time nor sixteen (16) hours per month. Release time of four (4) hours on any work day for full-time employees shall not exceed one-half (½) day per month; all other release time shall be taken in increments of two (2) hours or less.
8. The Board shall allow a period of ninety (90) minutes at the end of the District orientation meeting for Association business if a District orientation meeting is held.

ARTICLE IV: GOVERNING BOARD RIGHTS

Except as limited by the provisions of this Agreement, the management of the District and the direction of the working force, including the right to hire, promote, transfer, discharge, discipline for proper cause, and to maintain efficiency of the employees, is the responsibility of the Board. In addition, the work to be performed, the location of the work, the method and processes, and the decision to make or buy are solely and exclusively the responsibility of the District provided that in the exercise of such functions, the District shall not discriminate against employees because of participation in legitimate activities on behalf of the Association. The foregoing enumeration of Board rights shall not be deemed to exclude other rights of the Board not specifically set forth herein. The Board, therefore, retains all rights not otherwise specifically limited by this Agreement and the non-utilization of any Board right does not mean that the Board shall not maintain said right.

ARTICLE V: HOURS OF WORK

1. Workweek

The District workweek shall begin at 12:01 a.m. on Sunday and end at 11:59 p.m. the following Saturday. This is established for the purpose of payroll computation. The individual workweek within the District workweek shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday. However, individual workweeks may be assigned other than Monday through Friday when the needs of the District so require with the agreement of an employee.

2. Workday

Eight (8) consecutive hours except for the meal period, shall constitute a normal workday.

3. Hours of Work

Unit members who are assigned to work at least four (4) days per week in shifts requiring at least three (3) hours of service after six (6:00 p.m.) shall receive, in addition to the regular rate of pay, a shift differential of five (5%) percent.

4. Meal Period

Each employee who works five (5) or more consecutive hours shall be entitled to at least a thirty (30) minute uninterrupted, duty-free lunch period. Lunch will normally be scheduled midway during the workday. Any employee directed to work during his/her lunch period shall be paid at the appropriate rate consistent with other provisions of this article.

5. Rest Periods

Each employee shall be entitled to two rest periods per eight (8) hour workday. Each rest period will consist of fifteen (15) minutes and will normally be taken toward the mid-point of each four (4) hour work period. Employees working from 6 - 7.99 hours shall receive two (2) ten (10) minute breaks. Employees working from 3 - 5.99 hours shall receive one (1) ten (10) minute break.

6. During extreme weather conditions, supervisors will make every attempt to modify the work assigned to ensure the well being of the employees. Whenever possible, modification of the employee's work day will be considered while meeting the overall needs of the district.

7. Overtime

Overtime will be compensated at a rate of pay equal to time and one-half of the regular rate of pay of the employee involved. Overtime is defined as time worked in excess of a normal eight (8) hour day, or in excess of forty (40) hours in any workweek. Overtime requests must be authorized by the immediate supervisor. Normally such authorization shall be attained prior to the overtime work period. In unusual circumstances, when prior approval is not possible, an employee may submit his/her report of overtime hours worked together with supportive rationale to their supervisor for approval. Such reports must be submitted the first working day following the overtime work performed. An employee shall be compensated for any work required to be performed on the sixth and seventh day following the commencement of the workweek, at a rate of 1 ½ times the regular

rate of pay for the assigned employee. Hours worked on holidays or when assigned to work during a vacation period will be compensated for at the overtime rate in addition to holiday/vacation pay.

8. Overtime Distribution

All overtime work shall be rotated and equally distributed among the employees in a department in which overtime work is to be performed. An exception to rotation may be made when an employee declines overtime or when it is determined the job to be performed requires special skills.

9. Call in Time

Any employee who is called and reports to work outside of their regular work assignment shall receive a minimum of two (2) hours pay at the appropriate rate.

10. Standby Time

Standby time is defined as that time outside normal assigned work hours when an employee is required to remain in a restricted area, at home, or in the presence of a telecommunications device, for immediate response to work. Such an employee will be compensated as follows:

Three (3) hours per week based upon individual employee's salary placement, except on major holidays designated as: Thanksgiving, Christmas, and Easter. The compensation for these three designated holidays shall be five (5) hours per week for those weeks containing such holidays.

Standby time is compensation in addition to any hours worked under call-in time.

11. Compensatory Time

Compensatory time is time earned for work in addition to the scheduled workday or workweek by an employee. Compensatory time may be authorized in lieu of cash compensation not to exceed an accumulated three (3) workdays at any point in time. Each eight (8) hour employee, when authorized and with approval of their principal or department head, may elect to earn compensatory time in lieu of payment for overtime on a 1 ½ time basis. Each employee with a scheduled workday less than eight (8) hours, and with the approval of the principal or department head may earn compensatory time on a straight time basis. Compensatory time may be taken with the approval of the principal or department head at a mutually agreeable time and shall normally be used within ninety (90) days of the dates earned. A record keeping system relating to compensatory time shall be maintained at each job site and be made available to employees upon request.

12. Payroll Calculation

For the purpose of payroll calculations, 2080 hours per year shall be used.

13. Sick Leave and Vacation Balance Report

Sick leave and vacation balance shall be provided to all work sites annually prior to the last workday in January.

14. Training

Should the district require a unit member to participate in any form of in-service training program, the unit member shall suffer no loss in compensation. If a unit member is required to participate in any form of in-service training program outside their normal contract time, the unit member will be paid for their attendance.

ARTICLE VI: EMPLOYEE COMPENSATION

1. The 2010-2011 school year salary schedule is attached. See Exhibit B.

2. A regular employee who substitutes for an absent employee within their regular classification will be paid their regular hourly rate.

3. A regular employee who volunteers to substitute for an absent employee, or in a vacancy, within a lower classification, will be paid at the substitute rate for the classification in which they are working.
4. A regular employee who substitutes in a higher classification than their own will be paid at the established substitute rate for that classification (this does not refer to an out-of-class assignment).

5. Working Out-of-Class

When an employee is required to work in a higher classification for more than five (5) days within a 15-calendar day period, the employee shall be compensated for each day so worked at the salary step of the higher classification, in which they are working, that represents an increase of at least seven (7) percent.

6. Review of Positions

The Classified Personnel Administrator shall review the duties and responsibilities of positions as necessary to determine their proper classification. For the years 2008 – 2013, the review of positions will be conducted on a five (5) year cycle in accordance with the Side Letter of Agreement dated November 15, 2007. If it is found that a position or positions should be modified, the Classified Personnel Administrator shall advise the Administration of the findings. The Classified Personnel Administrator shall report the recommendations of the District Administration regarding the findings of the Classified Personnel Administrator to the Association and the Personnel Commission. The Classified Personnel Administrator shall also report the findings in cases where the review indicates that no change in classification is necessary.

Where negotiations are required, the District and the Association will attempt to reach agreement on items prior to presentation of such items to the Personnel Commission for action. Should a recommendation be presented and approved by the Personnel Commission prior to reaching agreement with the Association, implementation of those recommendations requiring negotiation shall be delayed until either agreement is reached or bargaining obligations have been met. When the District and the Association have agreement prior to Personnel Commission action, implementation shall become effective the day after the Personnel Commission action.

7. Health and Dental Programs

Effective in the 2006-2007 benefit year, the parties agreed to join the Voluntary Employee Benefits Association insurance trust (commonly referred to as "VEBA"). Participation in insurance plans is subject to all VEBA rules and regulations. The plans available to unit members for the 2011 benefit year shall be the Kaiser HMO 10/10 Plan, the PacifiCare Performance HMO Plan and the United HealthCare PPO Plan. Eligible employees may select dental coverage through the Delta Dental or MetLife DMO dental plans. Booklets providing information regarding the plans are available to employees by request from the Payroll Department.

A. District Contribution

The District shall contribute toward the annual cost of health benefits as follows:

- \$ 3,728.24 for each full-time employee enrolled as a single subscriber;
- \$ 7,330.24 for each full-time employee enrolled as a two-party subscriber;
- \$10,304.24 for each full-time employee enrolled as a family subscriber; and
- \$ 3,752.24 for each part-time employee eligible for district paid single subscriber benefits.

Full-time Employee Contribution

Full-time employees will pay for the cost of health benefits that exceed the District contribution amounts set forth above based upon a composite contribution structure. Employee composite contributions will be calculated for each plan using the enrollment census as of July 1 of the current school year. The District will use that census to calculate the total cost of benefits for each plan, using the new premium rates supplied by the insurance carrier. The difference between the total cost of benefits for each plan and the total amount of the District contributions for each plan will be divided by the number of participants in a plan. The result of such calculation shall define the employee's contribution toward the cost of health benefits. Employee contributions will be made through eleven monthly payroll deductions.

Part-Time Employee Contribution

Part-time employees will pay the difference between the cost of the plan and the amount of District contribution as described above through eleven monthly payroll deductions.

B. Waiver of Benefits

Effective December 1, 2006, District employees who are eligible for benefits, and who have chosen to waive benefits to receive a \$1200.00 annual stipend may continue that practice. Under VEBA rules, no additional employees will be permitted to waive benefits. Once a "grandfathered" employee ceases to waive health benefits they have lost their ability to return to this status in the future. Employees continuing to waive benefits must follow established District rules each year regarding written proof of other insurance coverage.

1. Employees continuing to exercise this option must show written proof that they are insured through an outside entity.
2. Employees continuing to exercise this option must complete and submit a Medical Insurance Waiver Statement to the district's Payroll Department during the open enrollment period.
3. Employees who do not provide the required documents within the specified open enrollment period each year will permanently lose their ability to waive benefits.

C. Employees Enrolled as a Dependent of Another Cajon Valley Employee

District employees who are eligible for benefits, and whose spouse/California registered domestic partner is also a District employee eligible for benefits, may each enroll in their own benefit account and will each pay an employee co-premium. Effective December 1, 2006, District employees who are eligible for benefits, and who are already enrolled only as a dependent of another district employee and does not pay a co-premium may continue that practice. Under VEBA rules, no additional employees will be permitted to enroll only as the dependent of another district employee. Once a "grandfathered" employee ceases to enroll only as the dependent of another employee, they have lost their ability to return to that status in the future.

D. Full-time employee coverage

Employees working full-time (eight (8) hours per day), for at least four (4) days per week, are eligible for composite (family coverage) medical and dental benefits. Employees may elect coverage under either the Kaiser HMO 10/10, PacifiCare Performance HMO, or United HealthCare PPO plan, and under the Delta Dental or MetLife DMO dental plan. Effective

December 1, 2010, the cost of premiums for these plans will be shared by the employee as follows (rates are based on 11 monthly payments, August-June):

Kaiser HMO 10/10 monthly composite rate:	\$ 215.85
PacifiCare Performance HMO monthly composite rate:	
Network 1	\$ 405.86
Network 2	\$ 518.03
Network 3	\$ 639.09
United HealthCare PPO	\$ 509.22

Unmarried dependent children will be eligible for coverage until age 19. After age 19, unmarried dependent children may continue to be covered through age 24 if they qualify as dependents under IRS regulations.

Part-time employee coverage:

Employees working part time, 4 to 7.99 hours per day, for at least four (4) days per week, will be eligible for individual (employee only) medical and dental benefits. Employees may elect coverage under either the Kaiser HMO 10/10, PacifiCare Performance HMO, or United HealthCare California PPO plan, and under the Delta Dental or MetLife DMO dental plan. Effective December 1, 2010, the cost of premiums for these plans will be shared by the employee as follows (rates are based on 11 monthly payments, August-June):

Kaiser HMO 10/10 monthly composite rate:	\$ 105.48
PacifiCare Performance HMO monthly composite rate:	
Network 1	\$ 199.66
Network 2	\$ 250.96
Network 3	\$ 305.59
United HealthCare PPO	\$ 341.91

These part-time employees may elect, at their own cost, to cover eligible family members under the District's medical and dental plans.

In any year in which there is no agreement regarding health benefits, the Association shall have the right to negotiate with the District through November 30, and the District will not implement an increase in the benefit payroll deduction. Effective December 1 of that year, the District shall have the right to adjust the monthly payroll deduction to reflect the increased cost of benefits that exceed the maximum District contribution. This adjustment will begin on the December paycheck, for health and dental program increases taking effect on January 1.

8. Longevity

Commencing on July 1, 2010, longevity increments have been modified and incorporated into salary schedule. See Exhibit B. The implementation of the restructured salary schedule has been funded in lieu of a one-time off-schedule salary disbursement.

9. Income Protection Plan: The Standard.

ARTICLE VII: VACATION PLAN

1. All classified employees, permanent or probationary, shall earn vacation at the prescribed rates. Vacation shall not be a vested right of employees not completing the six month probationary period. Vacation benefits shall be earned annually from July 1 through June 30.

2. Accumulation Schedule:

1 - 3 years of service	-	13 days (1.08 days per month of service)
4 - 10 years of service	-	15 days (1.25 days per month of service)
11 - 14 years of service	-	17 days (1.42 days per month of service)
15 years or more of service	-	20 days (1.67 days per month of service)
19 years or more of service	-	22 days (1.83 days per month of service)
24 years or more of service	-	24 days (2.0 days per month of service)

Vacation time for employees who work less than 12 months a year will be prorated. Any classified employee working nine months or more shall earn not less than ten days vacation.

3. Vacation pay shall be at the employee's current rate. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation salary by reason of subsequent changes in conditions of employment. An employee shall not be paid in cash in lieu of earned vacation unless the needs of the school, the administrative unit, or District are such that the employee is not permitted to take his/her full annual vacation. Such vacation time not taken may be paid for in cash.
4. Vacation schedules shall be coordinated with the employee and prepared by the administration. Vacation periods may be taken at times convenient to the employee, consistent with the needs of the service and workload of the administrative unit. Vacation may be taken in units of not less than two (2) hours.
5. Upon termination, if eligible, an employee shall be paid for his accumulated vacation credit at the rate of pay applicable to his last regular assignment.
6. When a Board designated local or legal holiday falls during the scheduled vacation of any classified employee, the holiday will not be charged against the employee's earned vacation.
7. Classified employees may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service. The employee must supply notice and supporting information as a basis for such interruption or termination.
8. Considering required planning and expenses associated with employee vacation time, approved vacation should not be canceled under normal circumstances. Should it become necessary to cancel approved vacation due to needs of the service or workload of the administrative unit, an employee may request that such a decision made by his/her immediate supervisor be reviewed by the Superintendent, or designee, or another appropriate District-level administrator.
9. Employees are encouraged to use vacation days to which they are entitled. Earned vacation time may be carried over not more than one school year. Employees approaching the maximum vacation accrual shall be notified in writing four months prior to the end of the fiscal year. The employee, with supervisor, shall make every attempt to schedule vacation days prior to June 30.

ARTICLE VIII: HOLIDAYS

All classified employees in the bargaining unit shall receive ten (10) legal and six (6) local holidays each year. The legal holidays shall be as follows:

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day

The District and CSEA shall meet annually prior to the ensuing year for the purpose of scheduling holidays on the school calendar.

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

Employees in the bargaining unit who are not normally assigned to duty during the school holidays on December 25 and January 1 shall be paid for those holidays and any local holidays in the period provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday.

ARTICLE IX: LEAVES

1. Sick Leave

This includes all personal illness or off duty accidents to the employee.

- a. Regular full-time classified employees of the District are entitled to yearly sick leave with full pay at the rate of one (1) day per month accumulated without limit. Regular classified employees working less than 12 months, or less than 8 hours per day, shall be credited for sick leave prorated in accordance to hours worked.
- b. All permanent classified employees may use sick leave from the first day of their work year, even though they are unable to report for duty. For accounting purposes the supervisor or the personnel office must be notified. Both annual and accumulated sick leave may be used, but the annual sick leave will be refunded by the employee if not earned during the school year it is taken.
- c. All probationary classified employees shall be eligible to take not more than six (6) days or the proportionate amount of sick leave which they are entitled until the first day of the calendar month following six (6) months probation.
- d. A classified employee shall once a year be credited with a total of not less than 100 working days of sick leave, not accumulative. In the event illness occurs, current and accumulative sick leave at full pay will be deducted from the 100 working days and compensation for the remainder of the 100 days shall be at 66-2/3 percent; any differential pay used must be supported by a written statement from a medical advisor.
- e. According to the rules established by the Administration, an employee shall report his or her absence.
- f. When an employee's absence rate appears to be excessive, a written statement from a medical advisor, verifying the nature and degree of illness may be required. Frequent absences may require the employee to submit to a physical examination by a qualified medical advisor selected by the District. The cost of such examination will be paid for by the District.
- g. An employee reporting for duty who cannot continue because of illness through the first 25 percent of the workday will be considered absent for one whole day. An employee reporting for duty who cannot continue because of illness from more than 25 percent to 75 percent will be considered absent for one-half day. An employee who completes more than 75 percent of the workday shall not be charged sick leave.
- h. Paternity leaves.
- i. Calamitous/Catastrophic Event Leave: The District and CSEA desire to create a bank of sick leave days from which eligible bargaining unit members may apply for additional sick days when they or their family members are suffering from a catastrophic illness, injury or calamitous event. In such instances, the unit member will exhaust available paid leaves leave prior to accessing the bank.

1. Definitions

- a. **Bargaining Unit Member Illness/Injury:** In cases affecting a bargaining unit member, a catastrophic illness or injury is defined as one that is expected to incapacitate the bargaining unit member for an extended period of time and which causes the bargaining unit member to exhaust all fully paid leave. An extended period of time is defined as in excess of 30 work days/6 work weeks. Leave bank donations will run concurrent with the 100 days of extended illness leave (commonly referred to as differential pay, Article IX: Leaves, Section 1(d)).
- b. **Care for Ill/Injured Family Member:** In cases affecting a bargaining unit member's family, a catastrophic illness or injury is defined as an instance that requires the employee to take time off from work to care for that family member that is expected to be incapacitated for an extended period of time. Family members are those defined in Article IX: Leaves, Section 5 Bereavement Leave, Subsections A-S. Proof that the unit member is required to assist the family member will be required. In such instances, the unit member will apply to the leave bank. Should the Leave Bank Committee determine eligibility, the unit member shall exhaust available paid leaves leave prior to accessing the bank. Unit members who qualify for catastrophic leave to care for a family member will be able to utilize their sick leave prior to receiving donations from the leave bank. An extended period of time is defined as in excess of 30 work days/6 work weeks.
- c. **Maternity:** Maternity leaves shall be considered catastrophic only if qualified as defined.
- d. **Calamity:** A calamitous event is an event of significant nature such as flood, fire, earthquake, etc. In such instances, the unit member will exhaust available paid leaves leave prior to accessing the bank. Unit members who qualify for calamity leave will be able to utilize their sick leave prior to receiving donations from the leave bank.
- e. **Members Utilizing Workers Compensation:** Employees absent from work due to a work related injury are not eligible to apply for sick leave from the bank as leave provisions and wage payments are separately provided for under Workers' Compensation. Once the employee has exhausted sixty (60) industrial leave days, they are eligible to apply for up to twenty (20) days from the leave bank.
- f. **Leave Days:** For the purposes of the Catastrophic Leave Program, "days" will be defined as the hours equivalent to a unit member's respective work day.

2. Management

- a. The governance shall be a joint responsibility of the Association and the District. The Committee shall consist of three (3) members, two (2) selected by the Association and one (1) selected by the District. The Association President shall designate the Chair. Approval/disapproval of the leave shall be by a majority vote.
- b. All requests will be answered in writing within ten (10) work days of the decision. Strict confidentiality shall be maintained.
- c. When the days in the bank are projected to drop below one hundred (100) days/800 hours, additional voluntary contributions will be solicited. Should there be insufficient voluntary contributions to maintain the bank, the District and the Association shall request additional donations. In the event that an adequate number of donations are not received, the bank will be disbanded

and the remaining contributions will be proportionately returned to active members of the bank.

3. Denial

- a. Bargaining unit members who are injured or become ill while on an unpaid leave of absence are not entitled to the use of the Bank until such time as they are scheduled to return from the leave and have exhausted their accumulated sick leave and differential leave.
- b. If the committee denies a request for a withdrawal from the bank, the bargaining unit member making the request shall be notified in writing of the reason for denial. Unit members subject to denial may resubmit their request with new or additional information.
- c. If the committee has insufficient days to fund a withdrawal request, neither CSEA the Committee or the District shall be under any obligation to pay the unit member.

4. Eligibility

- a. Use of the bank shall be available to all bargaining unit members who have made a donation of the number of hours equivalent to at least one (1) of the unit member's work days to the bank. Donations must be made during established open enrollment periods or upon request by the Committee.
- b. New unit members will not be eligible for this program until they have passed their probationary period. At the completion of their probation, the unit member will be eligible for the program up to the next open enrollment period. To maintain program eligibility beyond that time the new employee, must donate a minimum of one day at the next open enrollment period.
- c. If a bargaining unit member does not join at the first eligibility opportunity, he/she must wait until the next enrollment opportunity, and eligibility will become effective 30 calendar days after the first contribution.
- d. In a calamitous leave situation, employees are required to exhaust available leave prior to accessing the leave bank.
- e. Unit members on an illness and disability leave at the time the bank is formed will not need to donate a day in order to be eligible. Upon return to employment, the employee shall be given the opportunity to donate one day to the bank.
- f. Proof of need must be included in every request to use the bank.

5. Responsibilities

- a. The District shall provide the committee with the names of all bargaining unit members who have joined and are currently enrolled in the bank.
- b. The District shall verify an applicant's sick leave to the committee and provide the applicant's remaining paid leave balance.
- c. The Association shall help solicit donations during the period of District open enrollment.
- d. When the leave bank falls below one hundred (100) days/800 hours, the District shall notify the Association and the Association shall solicit bargaining unit members for donations of sick leave for the bank.

6. Donations
 - a. All donations are voluntary and irrevocable.
 - b. Donations shall be made in daily increments from a minimum of one (1) day to a maximum of five (5) days per year. Employees must have a positive illness leave balance to be eligible to donate to the bank. Employees with less than one years' illness leave balance may only contribute one day.
 - c. Donations to the bank are general and are not to a specific member.
7. Withdrawals
 - a. Withdrawals shall be granted in units of the number of hours equivalent to one (1) work day of the unit member with a maximum withdrawal of eighty (80) work days per event.
 - b. Participants may request additional days as bank withdrawal expires.
8. Days approved but not used shall be returned to the bank.
9. Decisions of the Committee are final and are not subject to the grievance procedures.

2. Industrial Accident and Industrial Illness Compensation Leave

All regularly employed classified personnel shall be entitled to industrial accident and illness leave under the following rules and regulations:

- A. Allowable leave for each industrial accident or industrial illness shall be during the days which the schools of the District are required to be in session, or when the employee otherwise would have been performing work for the District and shall not exceed sixty (60) such days for eligible personnel.
 - (1) The accident or illness must have arisen out of and in the course of the employment of the employee, and must be accepted as such by the Workers' Compensation Agency.
 - (2) Allowable leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award. Such leave shall not be accumulated from year to year.
 - (3) When an employee is absent from duty on account of industrial accident or illness, the employee shall be paid such portion of the salary due for any month in which the absence occurs. This, when added to the temporary disability indemnity, shall result in a payment of not more than full salary.
 - (4) During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of salary and shall make retirement and other authorized deductions.
 - (5) When an employee is absent from duty on account of an industrial accident or illness, he or she shall submit within the first seven (7) days of leave, a statement from a licensed physician or other evidence as may be required by the District affirming that the industrial accident or illness does exist and did occur while performing work for the Cajon Valley Union School District. The Board of Education may require the employee to submit to a physical examination by one of several physicians selected by the Board at any time during leave at District expense.
 - (6) Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave and absence. Sick leave may

commence upon termination of industrial accident or illness leave. If the employee continues to receive temporary disability indemnity, that employee may elect to take as much accumulated sick leave, which, when added to temporary disability indemnity, will result in payment of not more than full salary.

3. Personal Necessity Leave

During any year an employee may elect to use or not to use accumulated sick leave benefits for personal necessity. The days allowed for this purpose shall be limited to a maximum of seven (7) days. These days shall be deducted from and may not exceed the number of full paydays of sick leave to which the employee is entitled. Personal necessity is intended for use in situations beyond the employee's immediate control which would compel an individual to be absent from his or her duties. It is not intended to provide employees time off for vacation, recreational or social activities, or for activities related to work slowdown or stoppage, or job training for a position not connected to the school district.

Examples include:

- A. Serious illness in the immediate family
- B. Medical or dental appointment requiring at least a half-day
- C. Accident involving employee or his property, or one of his immediate family
- D. Appearance in court
- E. Religious holiday
- F. Adopting a child
- G. Graduation of self or immediate family
- H. A leave for three (3) days within the seven (7) day maximum may be granted as personal necessity leave for confidential reasons. Disclosure of the general nature of the absence may be requested, but not required, by the supervisor.
- I. Other personal necessities not listed above, and in such cases there will be a determination of necessity based upon the facts peculiar to the situation.

The employee shall complete a request stating the reason for the personal necessity with his or her signature attesting to the validity. The leave must be approved by the Superintendent or designee.

4. Jury Duty/Court Subpoena Leave

Employees shall be paid full salary for absence caused by jury duty. Payment for jury duty will be retained by the employee, and the corresponding amount will be deducted from the employee's next paycheck, as an employee cannot receive jury pay in addition to his or her regular salary. Leave of absence to serve as a witness in a court case shall be granted to an employee when he has been served a subpoena to appear as a witness, not as the litigant, in the case. The length of the leave shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the subpoena or court certification is filed with the school district. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the supervisor. Additional allowances made by the court for travel, meals, parking, etc., shall be retained by the employee.

In addition to current language, classified employees whose work year follows the instructional calendar, and who normally have a substitute when absent, may receive additional compensation for deferring jury duty to non-duty days. Employees will be compensated at Step 1 of their current salary range upon confirmation of deferred jury duty.

5. Bereavement Leave

All classified employees shall be entitled to five (5) days of bereavement leave. Bereavement leave may be taken upon the death of a member of the immediate family, defined as follows:

- A. Husband
- B. Wife
- C. Mother
- D. Father
- E. Sister
- F. Brother
- G. Son
- H. Daughter
- I. Mother-in-law
- J. Father-in-law
- K. Grandmother
- L. Grandfather
- M. Brother-in-law
- N. Sister-in-law
- O. Son-in-law
- P. Daughter-in-law
- Q. Grandchild
- R. Any dependent/relative of either spouse living in the immediate household of the employee
- S. In cases involving a long established relationship between a bargaining unit member and an individual residing within the same household, bereavement leave may be granted at the discretion of the Superintendent or designee.

6. Military Service Leave

Classified employees may be granted leaves with pay in accordance with Federal and State law for mandatory military service and training. Leaves may be granted without pay for voluntary military service.

7. Personal Leave Without Pay

- A. Personal leave without pay may only be taken by permanent employees.
- B. Personal leave without pay may be granted by the immediate supervisor up to five (5) days without Board approval.
- C. Personal leave without pay may be granted by the Superintendent or designee up to thirty (30) days without Board approval.
- D. Personal leaves without pay for more than thirty (30) days must have Board approval. The District will consider unusual circumstances upon request. Except in an emergency, a thirty (30) day notice shall be given prior to leave start. Personal leaves beyond one (1) year will not be granted. While on any leave without pay, an employee shall have the option of remaining an active participant in the District's fringe benefit program by contributing the total cost of the program.
- E. Permanent employees granted personal leave for more than ninety (90) days by the District must notify the classified Personnel Administrator whether or not they intend to return to work sixty (60) days before their leave ends. If they elect to return to work, the employee shall be assigned to the same job classification as that held prior to the leave.

ARTICLE X: TRANSFER AND REASSIGNMENT

- 1. A written request for transfer of an employee from one administrative unit to another may be initiated on the appropriate form at any time by either an employee or the employee's supervisor.

2. An administrative reassignment may be initiated by the unit member's principal or department head when he/she deems a reassignment would be in the best interest of the unit member or the District. Fifteen days before any administrative reassignment is implemented, the unit member must be advised in writing by the principal or department head of the assignment change and why it was necessary. Upon request, an opportunity will be provided for the unit member to meet with their supervisor to discuss the reassignment. Administrative reassignments shall not be made for punitive or preferential reasons.
3. An employee, new to the District, will not be considered eligible for transfer to another position in their classification or a lower classification until they have obtained permanent status in their present classification. A permanent employee who is probationary in a new class may request transfer to a related classification for which such employee is eligible if the employee has achieved a Competent/Meets Standards rating on the employee's three month evaluation in the new position. The District may transfer new employees to other positions in the same classification at any time.
 - A. A permanent employee may be transferred to a position in a related class on the same salary schedule. Transfers shall be made without change in annual salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit.
 - B. The Classified Personnel Administrator shall determine whether classes are sufficiently related to permit transfer. Similarity of duties, minimum qualifications, examination content, occupational group, and promotional field shall be considered. In general, more latitude in transfers may be permitted:
 - (1) As the employee's seniority in the classified service increases.
 - (2) When the transfer request is based on reclassification, impending layoff, or for reasons of health.
 - (3) When the employee meets the minimum requirements for the class.
 - C. Permanent employees transferring to a position in a class in which they have not previously completed a probationary period, shall be considered probationary in that class for a period of six months. At any time during the probationary period, they may be returned (transferred) to their former class without right of appeal, unless such action results in layoff, demotion, or reduction in assigned time. In the latter cases, the employee will have the same appeal rights as a permanent employee who is demoted or dismissed.
 - D. Transfers shall effect seniority as follows:
 - (1) District years of service - none.
 - (2) Seniority within the same classification - none.
 - (3) Seniority from one classification to another begins with the first day of assignment to the new classification.
 - E. Reasons for any transfer, which is not voluntary, shall be discussed with the employee by the immediate supervisor.
 - F. Written notices of transfer opportunities shall be posted at all work locations of employees who may be affected not later than three (3) working days prior to the closing date. Any employee on leave during the period of posting shall be mailed a copy of the notice by first class mail on the date the position is posted. Employees on leave interested in transfer will provide a mailing address to the Personnel Administrator prior to taking the leave.
 - G. When the District has a position to be filled caused by transfer or termination, the position shall be filled within forty-five (45) days when an eligibility list is available and when the site administrator, or designee, is available for interviews. Positions not covered above will be filled within ninety (90) days.

- H. Medical Transfers - The District may give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. Such alternate work may constitute promotion, demotion, or lateral transfer to a related class providing such procedure follows the District Rules and Regulations.
- I. A transfer requested by the employee to a similar position on the same calendar year program shall not result in the loss of compensation, seniority, or any fringe benefit to the employee. It should be noted that such a transfer to a similar position on a different calendar year program could possibly result in lower annual compensation. Upon request of the employee, the Payroll and Personnel Departments will advise employees interested in transferring regarding these issues.

ARTICLE XI: EVALUATIONS

1. Every probationary employee shall be evaluated in writing at the completion of twelve (12) weeks on duty and twenty (20) weeks on duty. The final evaluation shall include a recommendation of suitability for permanent status.
2. Every permanent employee with a Competent/Meets Standards evaluation on file shall be evaluated at least once every other year by their immediate supervisor, within ten (10) work days of their anniversary date. School Bus Drivers to be evaluated in June.
3. The evaluation process will include a meeting between the appropriate immediate supervisor and the employee to be evaluated. Elements of the evaluation will be discussed individually. Strong and weak areas will be noted. In the event an unsatisfactory performance is noted, specific recommendations for improvement will be made along with an offer of assistance by the administration to implement corrective action.
4. Alleged facts or hearsay statements about an employee shall not be used in the evaluation of that person, or to justify an adverse action unless the immediate supervisor confirms the accuracy of the statements of the alleged facts and notifies the affected employee in writing that adverse action may be taken.
5. Information of a derogatory nature, and an overall rating on an evaluation of below Good or below Competent/Meets Standards will not be forwarded to the employee's personnel file for ten working days after the employee receives his/her copy. After review and during this period, the employee may: (a) provide additional clarifying information to the supervisor and/or; (b) submit written comments to be attached to the materials prepared by the supervisor.
6. Recognition for outstanding performance will be especially noted and references placed in the employee's personnel files.

ARTICLE XII: RETIREMENT INCENTIVE PROGRAM

Unit members who have completed 15 years of service with the District, of which the last four years have been consecutive,(employees have completed 75-percent of their work year) and submit an irrevocable resignation/retirement letter one (1) year before the effective date of retirement shall be eligible to receive a 6.0% additional longevity increment for their final year of service.

ARTICLE XIII: HEALTH BENEFITS FOR RETIRED CLASSIFIED EMPLOYEES

Employees retiring shall be eligible and may apply for medical-health and dental benefits on the following basis:

1. The employee who has ten (10) years of service in the District the last five years must be consecutive (employees have completed 75-percent or more of their work year) and has reached the age of fifty-five (55) years.

2. The health and dental eligibility is established based on the last position held in the District. The employee is responsible for the employee co-premium for medical benefits. The health and dental coverage will continue until the employee reaches age sixty-five (65). Should a retired employee who was participating in the District's Health and Dental Programs die before age 65, their surviving spouse shall be provided the same Health and Dental benefits until age 65.
3. Eligible retired employees shall be eligible for the same benefit options as active employees as identified in Article VI: Employee Compensation.

For eligible retired employees in full-time status at retirement, who reside outside of the insurance carriers coverage area, the District will identify a VEBA plan(s) available in that area and pay up to the District maximum composite contribution toward the actual cost of health benefits paid for active full-time employees. The retiree will be responsible for all costs that exceed this amount.

For eligible part-time retired employees receiving benefits at retirement, who reside outside of the insurance carriers coverage area, the District will identify a VEBA plan(s) available in that area and pay up to the District maximum composite contribution toward the actual cost of health benefits paid for active part-time employees. The retiree will be responsible for all costs that exceed this amount.

4. All of the above sections of this Article shall be limited in eligibility to the policy the District provides and by any rules and regulations set by the insurance carrier or legal counsel. The retiree shall be required to perform all acts necessary on the employee's part to meet any such requirements set by the employer.
5. Eligible dependents of retired employees who are enrolled in District medical plans may continue coverage in the plan as long as the retiree is enrolled. If the eligible dependent of a retiree becomes eligible for Medicare, they should enroll in Medicare parts A and B to continue coverage under the District plan. If the eligible dependent does not enroll in Medicare parts A and B they may continue coverage under the District plan, but must pay the difference between the premium with Medicare coverage and the premium without Medicare coverage. If the dependent is already eligible for Medicare at the time that the employee retires, the dependent must immediately enroll in Medicare parts A and B in order to continue to be covered by the District sponsored plan, or must pay the difference in premium cost as outlined above.

ARTICLE XIV: HEALTH BENEFITS FOR CERTAIN DISABLED CLASSIFIED EMPLOYEES

Disabled retiring employees shall be eligible for medical-health (not dental) insurance benefits. The program and coverage provided will be the same as that of current unit members, on the following basis:

1. The employee has not reached age fifty-five (55).
2. The employee has ten (10) years of service with the District the last five years of which must be consecutive (employees have completed 75-percent or more of their work year).
3. District paid/employee co-paid benefits will be limited to one (1) year after retirement, (allowing time for PERS disability certification). At the end of the one year District paid/employee co-paid benefits, if the PERS disability retirement certification is delayed, or denied, the employee may continue benefits through COBRA. If the PERS disability certification is received after the one year, the District would continue the District-paid portion of health benefits and refund the COBRA payments retroactive to the PERS disability certification date. Upon receiving PERS disability retirement certification, the District paid/employee co-paid benefits would continue for the remainder of the two (2) years as stated in number six (6) below.
4. The health coverage eligibility will be established based on the last position held in the District.
5. The District health benefit contributions will continue for a maximum of two (2) calendar years. The employee is responsible for the employee co-premium for medical benefits.

6. Coverage will terminate in less than two (2) years in the event that medical coverage becomes effective or the disability is terminated.

ARTICLE XV: SAFETY

1. The District agrees to establish and maintain safe working conditions for all employees.
2. An employee who discovers a condition on the job which he/she thinks is not safe, or might unduly endanger health, will report the unsafe condition to his/her supervisor immediately. The supervisor will evaluate the condition, make any necessary corrections, and restore the job to a normal safe condition.
3. If the correction is beyond the level of the immediate supervisor to accomplish, an immediate report will be made to the Safety Officer (Assistant Superintendent/Business Services) for corrective action.
4. An employee will resume work only when conditions on the job are returned to normal safety limits for that position to be determined by the Safety Officer, and agreed to by the employee.
5. It shall be the policy of the Governing Board to provide for the payment of the cost of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, or other articles of clothing necessarily worn or carried by the employee, when any such property is damaged in the line of duty without fault of the employee, and when such damage could not have been reasonably anticipated or avoided. The burden of proof shall rest with the employee. Payment shall be on a \$15.00 deductible basis per incident with maximum compensation not to exceed \$500.00.

Provisions of this policy are not applicable to equipment owned by an employee. In the event the employee is paid the cost of replacing or repairing such property or the actual value of such property, the District shall, to the extent of such payment, be subrogated to any right of the employee to recover compensation for such damaged property. The District may file and prosecute an action to enforce its subrogation right in any court of competent jurisdiction. Reimbursement for vehicle damage shall be handled in accordance with Board Policy 4156.3 (a).

ARTICLE XVI: CONTRACT GRIEVANCE PROCEDURE

Grievances shall be limited to matters concerning the specific provisions of this Agreement. A "grievance" as that term is used in this contract, means a claim by an employee or employees or the Association that the terms of this contract have been violated, or a question concerning the proper application or interpretation of this contract, and this procedure shall constitute the sole and exclusive method for adjustment of all such grievances.

Step 1. Any employee or the Association that claims a grievance shall present such grievance informally to his or her immediate supervisor within ten (10) workdays after the event giving rise to the claimed grievance. Where extenuating circumstances exist, an extension of two (2) workdays may be granted by the supervisor. In the event of denial, an immediate appeal may be presented to the Classified Personnel Administrator, who may then grant an additional five (5) workdays to the original ten (10) workdays, for a total of fifteen (15) workdays. The immediate supervisor shall give a written response regarding the grievance to the employee or the Association not later than five (5) workdays after the conference.

Step 2. Within five (5) workdays after completion of the first step, the grievance, if it has not been resolved shall be presented by the employee or association to the Classified Personnel Administrator in writing, signed by the aggrieved. The Personnel Administrator will arrange a hearing with all parties to the grievance present. The Personnel Administrator then shall give an answer in writing to the aggrieved and his or her representative, if any, within five (5) workdays

from the date the grievance was received in writing.

Step 3. If the grievance has not been resolved in the second step, the aggrieved, within five (5) workdays after the completion of the second step of the grievance, shall so advise the Superintendent or designated representative in writing and request a meeting between the Superintendent, the Grievant, and the Representative, if any. Following that meeting the Superintendent shall advise the aggrieved and Association in writing of the decision; if this action is not completed within five (5) workdays, the grievance may proceed to the fourth step of the Grievance Procedure.

Step 4. Within five (5) workdays after the completion of the third step the grievance, if it is to be processed further, will be referred to the Fact-finding Committee consisting of three (3) members: one appointed by the Board, one appointed by the Association, and a chairman selected and mutually agreeable to both the Board and the Association. Such notice requesting review shall be in writing and shall be signed by the employee or employees claiming the grievance and the Association representative. Within ten (10) workdays after the receipt of such notice, the Fact-finding Committee will meet to determine the facts relating to the grievance. Upon completion of all Fact finding the Committee will submit its recommendations to the Superintendent. The Superintendent will then have five (5) workdays to consider these recommendations and recommend a solution to the problem. If the solution is not satisfactory to both parties, then the grievant may submit to Step 5 for Arbitration.

Step 5. Section 1 - Within fifteen (15) workdays after the completion of the fourth step, the grievance, if it is to be processed further, shall be noticed for arbitration. Such notice requesting arbitration shall be in writing and shall be signed by the Association representative and by the employee or employees who signed the grievance. Within ten (10) workdays after receipt of such notice, the Board or designated representative and a representative of the Association shall select an impartial arbitrator. If the Board and the Association cannot agree upon an arbitrator, the State Conciliation Service will be asked to submit an odd numbered list of arbitrators from which one will be selected, by each party striking a name from the list until one name remains who will become the arbitrator.

Section 2 - The arbitrator so selected will confer with a representative of the Board, the Association's Grievance person, and the Grievant to set and hold hearings promptly. The arbitrator shall issue the decisions not later than twenty (20) days from the date of the close of the hearings or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decisions shall be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this agreement. The decision of the arbitrator shall be submitted to the grievant, the Association's Grievance Session, and the Board within thirty (30) days. It is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies within the terms of this agreement as judged to be proper. The arbitrator shall have only the authority set forth herein and shall have no power to add or subtract from, or modify, any of the terms of this agreement or any agreements made supplementary hereto. The decision of the arbitrator shall be final and binding upon the parties of this agreement. The costs and expenses of the arbitration shall be borne by the party whom the decision is against. If the decision is not clear, the arbitrator shall designate the loser for pay purposes. Each party shall pay the costs of preparing and presenting its own case.

Section 3 - Any grievance which has not been presented under the Grievance Procedure within the time limit specified herein and any grievance which is not appealed to the next appropriate step of the Grievance Procedure within the applicable time specified herein shall be considered settled and shall not be subject to further actions under this procedure except the Board may, upon request by the grievant, allow the time limit to be extended. When the Association becomes

aware of an event giving rise to a claimed grievance, the Association and the District will meet to determine what means of resolution is appropriate.

Section 4 - If and when a grievance arises, the designated job representative may be allowed a total of three (3) hours for grievance administration and resolution during each workweek. No job representative shall leave regularly assigned work in order to investigate a grievance without first obtaining approval of the supervisor.

ARTICLE XVII: REMOVAL FROM BARGAINING UNIT

An employee promoted to management, or a supervisory position, or assigned as a confidential employee shall cease active participation in Association business. If the employee has Association benefits, i.e., health, welfare or other insurance, the benefits will continue as long as membership is maintained.

ARTICLE XVIII: IMPACTS AND EFFECTS OF LAYOFF

1. Re-employment: Employees shall maintain re-employment rights after layoff for 39 months to a like position with equivalent assigned hours. Such employees shall also have re-employment rights to positions with more assigned hours should such positions not be filled through the regular District transfer process.
2. Temporary Employment: All laid off classified employees shall receive first priority for both substitute and limited term assignments within classification and any other classifications for which they are qualified.
3. Use of Volunteers: Pursuant to California Education Code Section 35021 - Volunteer Aides, the District may utilize non-teaching volunteer aides under the immediate supervision and direction of certificated personnel to perform non-instructional work assisting teachers. This practice is commonly used in the District and acknowledged here. However, specifically with regard to classified layoff, it is the intent of the District to use volunteer aides to enhance the educational program, but not to permit displacement of classified employees nor allow schools to utilize volunteers in lieu of normal employee requirements.
4. Notification: Classified employees will receive at least forty-five (45) days advance notice prior to layoff.
5. Vacation: Unused vacation at the time of lay off will be paid for by the District.
6. Probationary Employees: Probationary employees will receive the same rights as permanent employees under the terms of this agreement.
7. Seniority Ties: In the event that two or more classified employees subject to lay off have the same seniority date within a class, the determination as to whom shall be laid off will be made on the basis of the original hire date as a classified employee in the District, and if that be equal, on the basis of the initial day of paid status as a substitute classified employee in the District, and if that be equal, by lot. In the event an employee is unable to be present for the drawing, the employee may authorize an agent from CSEA to act on their behalf. The selection of employees for lay off by lot shall be conducted by the Assistant Superintendent, Personnel, or designee, with two CSEA representatives as witnesses.
8. Involuntary Transfers Required As A Result Of The Elimination Of Positions: A classified employee whose position is eliminated or reduced, but who is not laid off and is not bumped into a lower class shall have the right to require the involuntary transfer of the least senior classified employee at the same school site within the same class and the same number of hours. Seniority means District

seniority within a class.

Classified employees who are to be involuntarily transferred as a result of layoff shall have the right to bid on vacant positions within their class in accordance with their seniority within their class.

9. Benefits: Fringe benefits (medical and dental coverage) which the employee was enrolled for during the month prior to layoff will be continued at District expense for three months after layoff.
10. Legal Compliance: With regard to employee layoff, the District will comply with Personnel Commission Rules and Regulations and relevant sections of the Education Code.
 - A. Employees serving in a probationary status in any classification in which positions are to be eliminated shall be laid off prior to any permanent employee.
 - B. When the Board of Education determines that classified positions are to be eliminated due to lack of funds or lack of work, classified employees shall be subject to layoff. Layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in the class, plus any classes higher on the salary schedule, shall be considered to have the least seniority and, therefore, shall be laid off first (Ed Code 45308).
 - C. Seniority for layoff purposes shall be calculated on the basis of "length of service." "Length of service" shall be defined to include the hire date of that employee as a regularly probationary or permanent employee in the classification.

Employee hire date shall not be interpreted to include any service, except service in "restricted" positions, performed prior to entering into a probationary or permanent status in the classified service of the District (see Personnel Commission Rule 30.100.1). Seniority in substitute positions will only be considered in instances of seniority ties as outlined in paragraph 7 of this article.

- D. A permanent employee whose position has been designated by the Board of Education to be eliminated and who has greater seniority than other employees in the same classification shall be entitled to "bump" the employee who has the least seniority in the following order:
 - (1) Senior employees will bump positions with an equal number of hours to the position being lost.
 - (2) If no equal position is available, senior employees will bump positions with the greater number of hours closest to the position being lost.
 - (3) If no greater hourly position is available, senior employees will bump positions with the least number of hours closest to the position being lost.
 - (4) In instances where the application of the above criteria results in the least senior employee "bumping" into a position with greater hours, then positions of greater hours will be offered to senior employees in order of seniority.
- E. No permanent employee shall be laid off from any position while employees serving in emergency, provisional, limited term, probationary, or substitute status are retained in positions in the same classification.
- F. A permanent employee whose position has been designated by the Board of Education to be eliminated and who has insufficient seniority within his/her classification to permit "bumping," and/or a permanent employee who has been "bumped" by an employee with greater

seniority shall have the right to "bump" less senior employees in a lower rated classification, provided that the employee has satisfactorily completed a probationary period in the lower classification.

- G. In any layoff situation the classifications within which a permanent employee may exercise "bumping" rights shall be based entirely on the classification titles formally approved with the classification plan adopted by the Commission at the time of the layoff.
 - H. The District shall provide the Association with a list of employees displaced through a bumping process 72 hours prior to sending final reassignment letters.
11. Specific Job Duties Previously Performed By Classified Employees Who Are Laid Off: Specific job duties previously performed by classified employees who have been laid off shall not be generally assigned to independent contractors. This provision shall not be interpreted to alter any past practice with regard to the utilization of outside contractors.
12. Modification of District Vacant Positions: For all vacancies, positions will not be modified by the District any earlier than twelve (12) months from the time a position is vacated. If it becomes necessary for the District to modify a position before the twelve (12) month time period, the District will negotiate with CSEA. Position modifications are defined as:
- (1) The increase or decrease of hours, or work year, from the previous incumbent.
 - (2) Adjusting the assigned hours of a vacant position into two or more positions with decreased hours.
13. Waiver: Article XXIII: Waiver applies to the impacts and effects of layoff.

ARTICLE XIX: TRANSPORTATION DEPARTMENT PROCEDURES

1. Assignment of Bus Routes
- A. Drivers will bid for routes according to seniority.
 - B. Prior to the beginning of each school year a committee will be established to assist in the development and assignment of initial bus routes. The committee will be organized by the department administrator and supervisor, and include two bus drivers for special education, and one for regular home-to-school transportation. Initial routes will be developed to resemble, as closely as possible, the route that drivers had at the end of the previous year.

Initial routes will be posted four days prior to the start of the school year. If the driver is not satisfied with the initial assignment, they may ask for a review by the Operations Supervisor or the Director of Transportation. Request for review will be submitted no later than one day after receipt of a route, and responded to within two days of receiving the request.

Assigned contract time from the previous year will be guaranteed up to the single annual route bid, which will be conducted within the first two weeks of October.
 - C. Available routes will be posted for the information of drivers 24 hours prior to the bidding process. Drivers will be notified in advance regarding the place, date, and time the bid process will be conducted. It is the responsibility of each driver to attend the bid process at their scheduled time. If that is not possible, the driver should indicate their route preferences in priority order to the Supervisor or Dispatcher authorizing them to bid by proxy. If a driver fails to attend the bid process at their appointed time and does not contact the Supervisor or Dispatcher with their route preferences, the Supervisor will assign their route so as to not interrupt the bidding.

- D. The bidding process will begin with the most senior driver and continue until all drivers have bid for a route. To expedite, each driver will be allowed 15 minutes for bidding to review the routes available and make a selection.
- E. All drivers have a choice of regular education or special education routes, but must be proficient in the type of bus needed for the route prior to bidding a route.
- F. In May of each school year, the District will post a sign-in sheet to recruit permanent drivers interested in driving summer routes. In June, routes will be offered to willing employees in accordance with their seniority. If there are not enough drivers to cover all of the summer routes, the District shall have the authority to mandate the least senior employees, in reverse seniority order, to cover the routes required for summer school transportation needs. Employees mandated to cover summer routes for the current school year will receive at least 15 days notice of their requirement to work.

2. Assignment of Buses

When changing routes, drivers may retain their previously assigned bus when capacity and equipment are compatible with requirements of the new route.

3. Modification and Requirement of Routes After Initial Bidding

Subsequent to the bid, it may be necessary to modify certain routes. When this occurs, the following procedure shall be used:

A. Modification Increasing Hours

When 30 minutes or more per day, on a consistent basis (5 consecutive days), is added to a route; drivers with greater seniority than incumbent driver, and less assigned time, will have the option to select the modified route.

When the above occurs, the displaced driver may exercise one of the following options:

- (1) Accept a restructured route if available.
- (2) Exercise seniority to “bump” the least senior driver with assigned route time close to their previous assignment.

B. Modification of Routes Decreasing Hours

When 30 minutes or more, on a consistent basis (5 consecutive days), is deleted from a route, drivers shall have the following options:

- (1) Accept a restructured route if available.
- (2) Exercise seniority to “bump” the least senior driver with assigned route time close to their previous assignment.

C. From the date a driver is notified that their assigned route time will be reduced, they will be paid at their previously assigned route time for five consecutive days while the options stated above are being considered and arrangements made.

4. Assignment of Work in Lieu of Regular Assigned Driver Time

Occasionally, a portion of a regular assigned route may be deleted for a day or short period of time; when this occurs; drivers may be assigned other work in lieu of canceled driving time.

5. Assignment of Field Trips

A. Within County Field Trips (Daily trips)

Open to regular education drivers only, field trips within San Diego County which can be completed by drivers during their regularly scheduled hours (with additional time, if required). Compensation for such trips will be in accordance with Article VI - Employee Compensation of the contract.

B. Extended Field Trips more than 100 Miles One-Way

Open to all regular education and special education drivers. Extended field trips will be assigned to the most senior driver eligible in rotation.

C. Extended Field Trips Requiring Overnight Stay

Open to all regular education and special education drivers.

(1) Compensation for extended field trip driving time:

Actual driving time shall be compensated pursuant to Article VI - Employee Compensation of the contract. The unpaid meal period shall be one-half hour.

Upon delivery of student passengers to the final destination for the evening, drivers will be paid one-half hour to secure and prepare bus for the evening. After securing bus, drivers will be in a non-duty status. On-duty time is defined as 30 minutes prior to scheduled departure report time.

6. General Provisions Applicable to All Field Trips

A. Assignment of Field Trips

Special Education drivers shall be eligible for all field trips except within San Diego County daily trips.

B. Assignment Process

Field trip assignment shall be based on seniority and a driver seniority list will be established by hire date into a regular contract. As field trips become available, drivers will have the opportunity to sign up for or decline on a rotating basis. Rotation shall be conducted as follows:

- (1) All field trip opportunities will be posted, when possible, seven (7) working days before the scheduled trip date provided the trip has been requested prior to that time. Drivers must be present to exercise their sign-up option or be assigned a trip. Eligible drivers must sign up for or decline three work days prior to the scheduled trip date. If a driver does not sign up or decline in writing no later than forty-eight (48) hours after the trips have been posted. If a driver does not sign up or decline in writing on the sign-up sheet by the cut off time, they will be deemed as declining. Final assignment of trips to drivers will be made no less than forty-eight (48) hours prior to the scheduled trip.

Initially, the most senior drivers will have the opportunity to accept or decline. The next group of less senior drivers will have the opportunity to sign up for or decline trips scheduled for the subsequent day. This process will continue through the entire seniority list until the least senior driver has the opportunity to sign up for or decline a trip. At that time, field trip opportunity will rotate back to the top of the seniority list and the most senior drivers. This rotational process shall be maintained perpetually throughout the school year.

- (2) If a driver is unable to report for an assigned field trip for reasons other than illness, personal necessity, or bereavement, pursuant to Article X: Leaves, of the contract, the driver will not be eligible for the next field trip which they could have signed up for based on normal seniority rotation for that sign-up sheet (i.e., extended field trips or extended field trips more than 100 miles one-way).

- (3) On a daily basis, excluding weekends and holidays, due to absence of an assigned field trip driver or last moment field trip request, additional assignments may be available. The dispatch office will maintain an additional work list. Any driver interested in such unscheduled trips may sign up on this list. Drivers who have signed up on the additional work list will be assigned field trips on the following basis:
 - Seniority rotation.
 - The completion of the additional work trip will not affect a driver's rotation on the seniority list for subsequent regular field trips.
- (4) On weekends and holidays, trips may be available due to absence of an assigned field trip driver or last moment field trip request, additional assignments may be available. The dispatch office will call the next available driver in the rotation (who signed up for that day's trips) and offer them the trip. If the driver accepts the trip it will not affect their rotation on the seniority list for subsequent field trips. If a driver accepts an assignment forty-eight (48) hours or more prior to the trip, that driver would remain in their normal rotation and the line would start under their name for the next assignment.

7. Uniforms and Safety Shoes

Mechanics shall be provided five (5) complete uniforms (shirts and trousers). The employer shall maintain mechanics uniforms. Such uniforms must be returned to the employer upon separation from the District. Unit members will reimburse the employer for any lost uniforms. All mechanics, mechanic assistants, and transportation workers who repair vehicles are required to wear safety shoes while at work. Upon authorization of the Transportation Director, the District will reimburse these employees up to \$75 annually to purchase the appropriate work shoes.

8. Mechanics on Standby

Bus mechanics who serve in a standby duty status during the weekend will receive two hours of compensation at the individual employee's salary placement for such service. If the mechanic is called out to perform a service while serving in a standby status, the two hours of standby compensation shall be credited against actual time spent on a call, (i.e. if a standby mechanic is called out for one hour of service, the mechanic shall receive only the two hours of standby compensation. If the standby mechanic performs three hours of service, such mechanic shall receive only three hours of pay for the day the mechanic was on standby).

9. Supplemental Procedures Relative to Article VII - Vacation Plan, Article VIII - Holidays, and Article IX - Leaves

A. Bus Driver Payroll and Fringe Benefit Policy

1. Each year, the average of October bid hours assigned will establish eligibility for health and dental insurance to begin on November 1. The average will be computed through dividing the bid time by five days per week (i.e., 7.3; 4.8; 5.2; 4.2; 6.8 = 28.3 ÷ 5 gives the average of 5.66) to be used as the basis for benefits.
2. Occasionally drivers will bid on an assignment that will not establish a bid average to qualify for full-time health and dental benefits, however, the actual hours assigned may total 40 hours per week. This occurs because select routes may have assigned hours per day less than eight (8) hours for certain days of the week and more than eight (8) hours for other days of the week (overtime). In this case, eligibility for full-time health and dental benefits will be established.
3. Vacation and sick leave will be accrued according to the average of actual hours worked per day, excluding overtime. Payment procedures for full or partial days of vacation or sick leave will also be based on this method.

B. Compensation for Time Intervals Between Bus Runs

Drivers will be compensated for time intervals between runs totaling thirty (30) minutes or less at their regular hourly rate.

C. Vacation, Holidays, Sick Leave, and Differential Pay

Drivers with driving time submitted on time sheets may take personal necessity or sick leave in increments of less than one-half day, but not less than the hour actually taken.

Vacation Requests: The District will make a concerted effort to maintain the personnel required to provide substitutes for driver leave requests. Requests for consecutive days for a particular event will be considered as a whole, and every attempt will be made to grant such requests as a whole rather than in segments. For School Bus Drivers and Bus Attendants, vacation may be taken in units of not less than one hour.

D. Rest Periods

Employees who are working eight hours shall receive two (2) fifteen (15) minute rest periods during their workday. Employees who are working seven hours and less than eight hours shall receive one (1) fifteen (15) minute and one (1) ten (10) minute rest period during their workday. Employees who are working six hours or more and less than seven hours shall receive two (2) ten (10) minute rest periods. Employees who are working four hours or more and less than six hours shall receive one (1) fifteen (15) minute rest period. The rest period time will be added to a driver's regular route time when no layover/standby time is provided between the time the driver leaves and returns to the bus compound after the morning run, and the time the bus driver leaves the bus compound and returns after the afternoon run. This rest period does not include any instance when a student is aboard the bus.

10. BUS ATTENDANTS

A. Route Assignments

Some assignments may involve working with students with needs that require Attendants that meet specific gender or physical ability requirements. These assignments will be available only to Attendants that meet the requirements for the assignment.

Prior to the beginning of each school year, transportation will make assignments for Bus Attendants according to the District's need and the individual's seniority and eligibility as described above.

B. Modification of Assignments

Reductions or increases in an assignment could be made due to, or because of, school calendars, changes in enrollment, revision to bus route, or bus route hours. When these changes occur, the District reserves the right to make reassignments while giving consideration to seniority in conjunction with the District's need and the individual's eligibility, as described in "A".

When 30 minutes or more per day, on a consistent basis (5 consecutive days) is added or deleted from their assignment, the following options shall apply:

1. Accept the restructured assignment.
2. Exercise seniority to bump the least senior attendant with assigned time closest to previous assignment, while applying criteria listed above.

From the date an attendant is notified that their assigned time will be reduced, such attendant will be paid based on his/her previously assigned time for five days while the options set forth above are considered.

ARTICLE XX: PROFESSIONAL GROWTH

1. The district will budget a \$6,000 annual cap, (this limit will be monitored), and if this cap is insufficient to cover the demand, the program may be supplemented from State reimbursed staff development money provided for Instructional Assistants.
2. Reimbursement will be limited to \$600 per year for any individual unit member (for books and tuition). Reimbursement to occur after completion of the course with a grade of 'B' or Pass/Credit if the class is on a Pass/Fail or Credit/Non-Credit basis.
3. Courses must be pre-approved and relate to the applicant's current classification or a classification the applicant aspires to move to.

ARTICLE XXI: SAVINGS CLAUSE

In the event that any legislation, government regulation or court decision causes invalidations of any Article or Section of this Agreement, the Board and the Association agrees to meet to negotiate any Article or Section so affected; all other Articles and Sections not so invalidated shall remain in full force and effect. The Board and the Association agree to meet within thirty (30) days following the announcement of legal action to negotiate a replacement of invalidated Article or Section.

ARTICLE XXII: NO STRIKE - NO LOCKOUT

During the terms of this Agreement the California School Employees Association will not cause, permit, threaten, or participate in any strike, including the refusal to cross any other labor organization's picket lines, walkout, slowdown, boycott, picket, work stoppage, refusal to work, or any other interference with the cooperation of the District. The Board agrees that it will not lockout classified employees, nor will it do anything to prevent continuity of performance by the classified employees required in the normal and usual operation of the District.

ARTICLE XXIII: WAIVER

The parties agree that this Agreement constitutes the entire contract between them, governing wages, hours and a condition of employment of the employees in the bargaining unit during the term specified herein, and settles all demands and issues on all matters subject to collective bargaining. Accordingly, the Board and Association expressly waive the right during the term of this Agreement to demand negotiations upon any subject matter, whether or not such subject matter has or has not been raised or discussed by either party during negotiations leading up to the execution of this Agreement.

ARTICLE XXIV: ORGANIZATIONAL SECURITY

1. **Dues Deductions:** All bargaining unit members shall, as a condition of employment, either become members of CSEA or pay a service fee to CSEA. CSEA shall establish the amount for members and service fee payees. No later than September 15 of each year, CSEA shall certify to the Board in writing the dues and service fee schedule. The District shall deduct in accordance with the CSEA dues and service fee schedule, dues from the wages of employees who submit written dues authorization to the District. CSEA, Chapter 179, shall have the sole and exclusive right to have membership dues and service fees, if any, deducted from the payroll warrants of bargaining unit members by the District. This may be the option of the employee.
2. **Service Fee:** All members of the bargaining unit who are not members of CSEA and employees who hereafter come into the Bargaining Unit shall, as a condition of employment, within thirty (30) days, either apply for membership and execute a dues authorization or pay a service fee in an amount established by CSEA. The dues and/or service fee shall be made at the employee's option through payroll deduction or direct payment to CSEA. The District shall notify CSEA if a bargaining unit member has not submitted a dues deduction or service fee deduction authorization within the thirty (30) day requirement.
3. **Compliance:** In the event a bargaining unit member covered by this Agreement does not join CSEA or pay said service fee within thirty (30) days to CSEA as provided herein, such bargaining unit

member shall be notified by CSEA of his/her failure to comply with this Agreement. If any employee is out of compliance after thirty (30) days, the District, upon receipt of written notification from CSEA, shall deduct from the employee's salary the appropriate dues or service fee and make said payment to CSEA.

4. Objections Based on Morals: If an employee in the Bargaining Unit certifies in writing that moral objections do not allow payment of dues or a representational fee to any employee organization, an amount equal to the Association service fee will be deducted monthly from the employee's paycheck, and that amount shall be deposited by the District with a recognized charitable organization designated by the employee, but in no event shall the charitable organization be a religious sect.
5. Hold Harmless Provision: As a condition of effectiveness of this Article, the Association agrees to indemnify and save the District, Governing Board, each individual School Board Member, and all administrators in the District harmless against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and direct costs including all court or State administrative agency costs that may be sustained out of or by reason of action taken by the District for the purpose of complying with this Article.

ARTICLE XXV: REOPENER

On or about April 1, 2011, Article VI of this contract, plus three articles selected by the Association and three articles selected by the Governing Board shall be reopened for a negotiated adjustment to the 2010-2011 and 2011-2012 year of this agreement. Both the Association and the Governing Board may use one of their three re-openers to introduce a new article.

ARTICLE XXVI: DURATION

This contract and all addendums to this contract, shall remain in full force and effect from ratification in June 2010 until June 30, 2012, subject to re-opener rights as provided in Article XXV of this agreement.

Exhibit "B" - Salary Schedule

