



AGREEMENT BETWEEN

**MONROVIA UNIFIED
SCHOOL DISTRICT
(MUSD)**

AND

**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION
(CSEA)**

AND ITS

MONROVIA CHAPTER 20

JULY 1, 2018 to JUNE 30, 2021

MONROVIA UNIFIED SCHOOL DISTRICT
325 EAST HUNTINGTON DRIVE
MONROVIA, CALIFORNIA 91016

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PREAMBLE

It is understood that Monrovia Chapter #20 is fully empowered to enter into this agreement on behalf of itself and the California School Employees Association. This Agreement is made and entered into this 1st day of July, 2015 by and between the Monrovia Unified School District, hereinafter referred to as the District, and the California School Employees Association and its Monrovia Chapter #20, hereinafter referred to as CSEA.

The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

ARTICLE I
RECOGNITION

- A. The District hereby acknowledges CSEA as the exclusive bargaining representative for all classified employees who are members of the unit holding current positions or classifications. (See Appendix A, attached hereto and incorporated herein by reference as part of this Agreement).
- B. Excluded from this recognition are the following: all non-classified personnel, all casual or limited term personnel such as student employees, substitutes, temporary employees, playground aides, volunteers, and tutors. Also excluded are all management employees such as: Human Resources Administrator, Business Services Administrator; and all confidential/classified management employees.
- C. The District agrees that if, during this Agreement, it creates any new classifications, it shall notify CSEA in advance of its proposed action, describing the class(es) to be created, number of positions, and indicating whether the new class(es) are to be included in the bargaining unit or excluded there from. Should there exist a dispute between the District and CSEA as to the appropriateness of the newly created positions being included or excluded from the bargaining unit, CSEA shall have the right to seek clarification by PERB proceedings on any new classification not specified in the above description.

Nothing agreed to herein shall prevent the District and CSEA from making any changes upon mutual agreement in writing.

ARTICLE II
MANAGEMENT RIGHTS

- A. All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.1, or limited by the clear and explicit provisions of the other articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
1. The legal operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds and advisory commissions and committees;
 2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligation of this Agreement;
 3. The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities,

grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;

4. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services, with the understanding that the District shall not contract out classified positions contrary to existing law: See appendix I-Ed Code 43103. 1
5. The lawful utilization of personnel not covered by this Agreement, including substitutes, limited or short-term, student workers, noon supervision aides, consultants, confidential, supervisory or managerial personnel, and the methods of selection and assignment of such personnel:
6. The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, records, pupil health and safety, pupil conduct and discipline, transportation, food services, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters;
7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District ; the assignment of employees to any location and also to any facilities, work sites, functions, activities, tasks or equipment; and the determination as to whether, when and where there is a job opening;

8. The duties and responsibilities, job description and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards, subject only to the express terms of the evaluation procedures;
9. The dates, times and hours of operation, consistent with law, of District facilities and work-sites, functions, and activities; when overtime shall be worked and whether employees shall be requested to work overtime;
10. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment including the various rules and duties for all personnel with respect to such matters;
11. The rules, regulations and policies for all employees, students and the public;
12. The termination or layoff of employees, consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

All other rights of management not expressly limited by the clear and explicit language of this Agreement.

It is not the intention of the parties, in setting forth the above-mentioned rights of management, to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this Agreement or in applicable law. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.

- B. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right nor preclude the District from exercising the right in a different manner.
- C. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provisions set forth in Article V, unless the dispute is otherwise grievable under another article of the Agreement.

ARTICLE III

ASSOCIATION RIGHTS

A. Representation

1. The District and CSEA the right of unit members to join and participate in lawful activities of employee organizations, and the equal right of unit members to refuse to join or participate in employee organization activities.
2. CSEA and the District agree that CSEA has an obligation and a right to fairly represent all of the employees within the bargaining unit.
3. CSEA and the District shall not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because they exercise their right to join or not to join the organization.

B. Access

Authorized CSEA representatives shall, in accordance with the condition noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful CSEA business. Upon arriving at a work site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended general purpose and length of visit.

Visitation by authorized Association representatives shall be timed and conducted so as not to interfere in any way with unit members' work assignments or the educational operation or administrative process. Contacts with unit members shall be limited to non-work hours such as breaks, duty-free lunch period and before

and after work. Such contacts may occur in unit members' work areas during their non-work hours, with the approval of the immediate supervisor in the work area (who is not, himself, a unit member).

CSEA and its members shall have the right to make use of District facilities for meeting purposes, subject to District rules and regulations. CSEA shall also have the right to use District computers, copiers LCD projectors, and other equipment, subject to District rules and regulations.

C. Distribution and Posting of Materials and Use of Site Mail Boxes

CSEA may distribute organizational literature on District property, provided it conforms to the content restrictions in Section D hereof, and does not interfere in any way with District business. No person shall distribute literature on District property in a place or manner which distracts unit members who are performing their duties. Literature may be distributed, or left for pickup, in coffee rooms, rest areas and in other appropriate site locations as designated by the immediate administrator.

CSEA may post notices of CSEA concern (consistent with Section D hereof) on bulletin boards, to be provided by the District at each work site at a place frequented by unit members.

The District will allow CSEA to place written communications (consistent with Section D hereof) in the District's internal mail system. Unauthorized mailings and written communications shall be subject to removal.

D. Content Restrictions

Any literature to be distributed or posted or placed in the mail system and/or mail boxes by the District or CSEA must not be defamatory, obscene, or hold any individual to ridicule. It must be dated and must identify the person and organization responsible for its promulgation.

Prior to distribution or posting or placing in the mail system and/or boxes of any material, CSEA shall provide the Superintendent or the Human Resources Administrator with copies of all such materials for his/her office and for each administrative work site at which unit members are assigned.

E. Names and Addresses

On December 1 and May 15 of each year, or as requested by the negotiating team, the District agrees to supply CSEA President or his/her designee with a complete list of all unit members' names, addresses, current classifications, primary job sites, and dates of hire. The CSEA President or his/her designee shall also receive a seniority list of unit members in any classification in which layoffs are contemplated by the District. The list shall be provided by the District within two weeks of CSEA's request.

F. Release Time

The District shall grant release time, during work hours, for the purpose of conducting lawful CSEA business to:

1. The president of the local CSEA or his/her designees during his/her term in office, up to a maximum of ten (10) days per year, upon three (3) day notice to the District and subject to schedule coordination with the immediate supervisor

(who is not, himself, a unit member).

2. The negotiation team at least ten (10) days per year to attend negotiating sessions. Preparation time for at least one hour on the day of the negotiation meeting.
3. The president or his/her designee for conferences, and or special meetings.
4. The president or designee for grievance meetings and/or grievance preparation.
5. The CSEA-president or designee shall be released up to five (5) hours per week without the loss of compensation. This time shall be determined by mutual agreement between the District and the Association president based on District/Association needs, and shall not represent a cost to the District.

G. District Publication

CSEA, upon request, shall have the right to receive a copy of the District's Adopted Budget, and a copy of the District's Consolidated Application for Federal Funding with regulations, and the First and Second Interim Budget Report.

- H. The District shall provide to the CSEA Chapter President and to the Chapter Negotiating Chairperson (to be identified by CSEA) one copy of the Board of Education meeting agenda, except for executive session material.

ARTICLE IV

ORGANIZATIONAL SECURITY

A. Organizational Security

1. Membership and Dues Deduction:

- a. District shall refer all employee questions about CSEA or dues to the CSEA Local President or Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this article. This agreement satisfies District's duty to bargain effects of Janus decision.
- b. The District shall not involve itself with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. This period shall be tracked by CSEA within its membership database.
- c. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

2. Dues Deduction:

- a. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all classified unit members who are members of CSEA.
- b. The District's managers, supervisors and confidential employees shall be neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and

confidential employees shall refer questions to the local CSEA President or CSEA Labor Relations Representative and shall receive CSEA's written approval on behalf of the union before processing any revocation request.

- c. The employer 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.
 - d. There shall be no charge by the employer to CSEA for regular membership dues deductions.
3. Membership Information
- a. The District shall take reasonable steps to maintain the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.
4. Hold Harmless Provision:
- a. CSEA shall have the exclusive right to decide and determine whether any action against the District based on this article or any dues deduction for CSEA shall be compromised, resisted, defended, tried or appealed.

ARTICLE V

GRIEVANCE PROCEDURE

The purpose of these procedures is to secure prompt, equitable, and effective solutions to problems that may arise out of alleged violations of this Agreement and that affect the welfare of working conditions of unit members.

A. Definitions

1. A “grievance” is a claim that there has been a violation, misapplication, or misinterpretation of a specific provision of the Agreement.
2. A “grievant” shall mean an employee, employees, or CSEA.
3. Other complaints – Adjustment of a complaint arising in the areas of established Commission Rules and Regulations, established Board policies, administrative procedures, and complaints against other employees will be handled through the grievance procedure in the Rules and Regulations as stated in Section 4255, “Grievance Procedure.”
4. The grievant has the right to be represented by CSEA at all steps of the grievance procedure.

B. CSEA Representation

The grievant shall be entitled upon request to representation by CSEA at all grievance meetings beyond the informal level. In situations where CSEA has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.

C. Confidentiality

In order to encourage a professional and harmonious disposition of a unit member's grievance, it is agreed that from the time an individual grievance is filed until it is processed through final resolution, neither the grievant nor CSEA nor the District shall make public either the grievance or evidence regarding the grievance.

D. No Reprisal

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedures.

E. Failure to Meet Time Limits

If a grievance is not processed by the grievant and CSEA in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. The District's failure to respond to a grievance in a timely manner at any level shall be deemed a denial of the grievance and termination of the level involved. The grievant may then proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Level I.

F. Reasonable Release Time

Grievance meetings normally will be scheduled by the District so as not to conflict with normal work duties of the grievant. However, the grievant will be compensated if such meetings take place outside scheduled work hours. If scheduling is

necessary during normal working hours, the District shall provide reasonable release time with no loss of pay to the grievant and one authorized representative of CSEA. This shall constitute “reasonable periods of released time” within the meaning of Government Code Section 3543.1(c). “Release time” for the association representative is included under Article III, Section F.

G. Past Precedent

A unit member’s decision not to file a grievance in a situation where he/she feels that the Agreement has been violated shall not constitute binding precedent regarding that subject matter.

H. Informal Level

Before filing a formal written grievance, the unit member shall make a reasonable attempt to resolve it by means of an informal conference with his or her immediate supervisor verified by the appropriate informal level form (See appendix J). If the unit member is not satisfied with the informal level conference, he/she may proceed to Formal Level I by completing the appropriate form (see appendix J) any time within fifteen (15) working days after the occurrence of the act or omission giving rise to the grievance.

I. Formal Level

1. Step I

Within fifteen (15) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the appropriate Human Resources administrator. The appropriate formal level I form

shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. In addition, either party may request a personal conference with the other party. The Human Resources administrator shall schedule a meeting with the grievant and CSEA representative within five (5) working days of receiving the grievance. The administrator shall communicate a decision to the employee in writing within five (5) working days after meeting with the grievant. Such action will terminate Step I.

2. Step II

In the event the grievant is not satisfied with the decision at Step I, the grievant may appeal the decision in writing to the Superintendent or designee within five (5) working days after the termination of Step I.

The Superintendent shall schedule a meeting with the grievant and CSEA representative within five (5) working days of receiving the grievance.

The Superintendent or designee shall communicate a decision within five (5) working days after receiving the appeal, and such action will terminate Step II.

3. Step III – Mediation

a. If the grievant and/or CSEA Representative is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Step II, the grievance shall be referred to grievance mediation.

b. CSEA shall request that a conciliator/mediator from the California State

Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance. In the event that the mediator is requested by the Chapter, all costs for mediation should be borne by the chapter. If the Chapter decides not to pursue the mediation, and the grievant desires to move forward, all costs of the mediation are to be borne by the grievant.

- c. The mediator, within ten (10) days of the request shall meet with the grievant, the CSEA Representative, and the Superintendent or his/her designee for the purpose of resolving the grievance.
- d. If an agreement is reached, the agreement shall be written and shall be signed by the grievant, CSEA Representative, and the District. This agreement shall be nonprecedential and shall constitute a settlement of the grievance.
- e. In the event that the grievant, CSEA Representative, and the Superintendent, or his/her designee, have not resolved the grievance with the assistance of the conciliator/ mediator, the Association may terminate Step III and the grievance may proceed to binding arbitration.

J. Binding Arbitration

1. General Provisions

- a. Grievances which are not settled at Step III, and which CSEA desires to contest further, shall be submitted to binding arbitration as provided herein, but only if CSEA gives written notice to the District of its desire to arbitrate the grievance within ten (10) school days after the termination of Step III.
- b. It is expressly understood that the only matters which are subject to binding

arbitration are grievances as defined above which are processed and handled in accordance with the limitations and procedures of this Article.

- c. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

2. Selection of Arbitrator

- a. As soon as possible and in any event not later than ten (10) school days after the District receives the written notice of CSEA's desire to arbitrate, the parties shall agree upon an arbitrator.
- b. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from a list of arbitrators by alternate striking of names until one (1) name remains. Lists may be obtained from the California State Mediation Service or the American Arbitration Association.
- c. If the arbitrator selected indicates that he/she will not be available for hearing within a reasonable time not exceeding ninety (90) calendar days, the parties shall proceed to select another arbitrator.

3. Motion to Dismiss

- a. If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall at the option of the District, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance, with a suitable stay/continuance between such a ruling and any further proceedings which may be necessary.
- b. The District may also, at its option, and without prejudice, have such a claim

heard along with the merits of the case.

4. Role of Arbitrator

- a. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends, and to determine whether or not there has been a violation of this Agreement in the respect alleged in the grievance.
- b. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or subtraction) of the written terms of this Agreement.
- c. This Agreement constitutes a contract between the parties, which shall be interpreted and applied, by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California.
- d. The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement.
- e. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon arguments presented in briefs.
- f. The arbitrator shall have no power to render an award on any grievance occurring before or after the terms of this Agreement unless the grievance was properly filed within the contractual period.
- g. The arbitrator may hear and determine only one (1) grievance at a time unless the District and CSEA expressly agrees otherwise; however, both

parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

5. Arbitrator's Decision

- a. The decision of the arbitrator shall be final and binding upon all parties to the dispute.
- b. In all cases, the grievance and arbitration procedure described above is to be the CSEA's and unit member's sole and final remedy for any claimed breach of this Agreement.

6. Expenses

- a. All fees and expenses of the arbitrator shall be shared equally by the District and CSEA
- b. District and CSEA shall bear the expenses of the presentation of its own case.

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ARTICLE VI

WORK STOPPAGE

- A. Apart from and in addition to existing legal restrictions upon work stoppages, CSEA hereby agrees that neither it nor its officers, agents or representatives shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever against the District during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of Article V, disputes which are not subject to the grievance provisions of Article V, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employees, or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, CSEA and its officers, agents and representatives will do everything reasonably within their power to end or avert the same.
- B. Any unit member engaging in any strike, walkout, slowdown, or work stoppage of any nature whatsoever against the District in violation of this Article shall receive no pay for the days involved, and shall be subject to discipline or termination pursuant to applicable Education Code procedures.
- C. In the event that this Article is violated over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article V, CSEA (and the unit member) shall be deemed to have waived the right to process the grievance or dispute through the grievance

procedures and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

- D. During the term of this Agreement, the District shall not, on any workday, lock out any unit member in good standing.
- E. The District shall make reasonable efforts to attempt to provide for the safety of unit members and their property when the unit members are working during a strike called by another employee organization against the District.

ARTICLE VII-A
HOURS AND OVERTIME

A. General Provisions

The District shall have the right, in its discretion, to assign and reassign daily hours of work shifts for unit members, as required to meet the operational needs of the District. In making any reassignments, the District shall attempt to minimize the changes imposed upon unit members, when possible. The employee's supervisor shall notify the employee of the change, in writing, with a copy to the Human Resources office, at least five (5) working days prior to the effective date of the change.

B. Workweek

1. The workweek for full time unit members shall consist of five (5) consecutive days, normally for eight (8) consecutive hours per day and forty (40) hours per week, exclusive of the lunch recess. However, it is understood that the District may, in its discretion, schedule regular daily split-shift assignments in the following situations:
 - a. Positions and/or unit members with current split-shift arrangements may continue to be so maintained.
 - b. New and/or vacant positions which are filled by new and/or transferred unit members may be scheduled for split shift assignments.
2. Other than the situations listed above, it is understood that, positions held by current unit members shall not be changed from a consecutive hours

assignment to a split-shift hours assignment, without the agreement of the CSEA negotiating team or completion of the negotiations.

3. For computational purposes, 21.6667 days (173.3333 hours) will constitute a work month.
4. A part time position is one for which the assigned time is less than forty (40) hours per week.
5. Upon initial employment with the District and upon any subsequent changes of regular assignment, a unit member shall be given written notice of his/her hours of work and rate of pay.
6. Nothing herein precludes the District from establishing a workweek consisting of ten (10) hours per day, forty (40) hours per week for four (4) consecutive days, provided that such a workweek assignment has the concurrence of the affected unit member, class of unit members, or classes of unit members, as ascertained by CSEA. The District shall notify CSEA of its intent to establish such a workweek and shall specify the affected class, classes, or unit members of a class or classes.
7. Adjusted arrival and departure work schedule times may be arranged between an employee and supervisor when the job responsibilities would not be adversely affected.

C. Lunch Periods

Unit members working more than five (5) consecutive hours per day shall be entitled to an unpaid, uninterrupted lunch period of not less than one-half (1/2) hour, nor more than one (1) hour; provided, however, that unit members on split-shift

assignments pursuant to Section B above may have extended breaks during the working day.

Unit members working six (6) consecutive hours or less may forgo lunch periods.

D. Rest Periods

Employees working three and a half (3 ½) hours or more but less than seven (7) consecutive hours per day shall be entitled to one (1) paid uninterrupted fifteen (15) minute rest period as part of the working day. Employees working seven (7) or more consecutive hours per day shall be entitled to two (2) uninterrupted fifteen (15) minute rest periods. The time of the rest period shall be determined in accordance with work duty needs, but should be assigned at or near the midpoint of the hours worked, if practicable, but should not be added to an unpaid meal break. The rest period must be taken at the assigned work site unless prior approval has been obtained from the immediate supervisor.

Employees working fewer than three and a half (3 ½) hours per day shall be entitled to one (1) unpaid, uninterrupted fifteen (15) minute rest period as part of the working day. The time of the rest period shall be determined in accordance with work duty needs, but should be assigned at or near the midpoint of the hours worked, if practicable. Employees may request to forego the rest period and work an uninterrupted schedule.

Work Hours	Rest Periods
Less than 3 ½	1 unpaid
3 ½ – 7	1 unpaid
More than 7	2 paid

E. Overtime

1. Unit members shall be compensated at the rate of one and one-half (1-1/2) times regular pay rate for hours worked in addition to the eight (8) hour work day (or if applicable, the ten (10) hour work day) or forty (40) hour work week.
2. Unit members working an average of four (4) or more hours per day shall be compensated at the rate of one and one-half (1-1/2) times regular pay rate for all hours worked on the sixth and seventh consecutive days following the commencement of the workweek. Unit members working an average of less than four (4) hours per day shall be compensated at the rate of one and one-half (1-1/2) times regular pay rate for all hours worked on the seventh consecutive day following the commencement of the workweek.

For example: If an employee starts working on one day, and the shift continues past midnight, all of those hours should count as the same day for overtime pay calculations.

3. When a unit member is required to work on any holiday designated in this Agreement, he or she shall be compensated at the rate of one and one-half (1-1/2) times regular pay rate for all hours worked, in addition to his/her normal pay.

For example: An employee working on Labor Day will get paid for that holiday at his/her normal rate of pay, plus any worked hours on that day at one (1) and a half (1/2) his/her normal rate of pay.

4. Overtime offers shall be made upon a rotational basis, and shall not be made in an arbitrary or capricious manner, based on seniority within the department, classification and site. The District shall make a good faith effort to distribute overtime opportunities equitably, when practicable, among unit members at each work location.

5. The District shall have the right to request a unit member to perform overtime duties. However, a unit member shall be able to decline such an offer of overtime work, within reason, and this shall not constitute grounds for discipline.

F. Compensatory Time-Off

In lieu of an overtime cash payment, an immediate administrator may grant compensatory time-off at the same paid ratio as overtime. The supervisor shall confer with the unit member of the intended method of payment (overtime pay or compensatory time) at the time of directing overtime work, after giving due consideration to the desires interest of the unit member. Upon mutual agreement, the District and the unit member shall schedule the compensatory time-off in a manner consistent with the efficient and economical operation of the District whenever possible.

Effective July 1st, 2014 all compensatory time off **must be used by or paid to the employee by June 30th** of the fiscal year in which the overtime was worked. Comp time will be recorded on the official form provided by District. All forms will be monitored quarterly by the Human Resources department.

G. Minimum Call-In and Call-Back Time

1. A unit member called in to work on an unscheduled day, or called back to work after completing his/her regular assignment, shall receive a minimum of two (2) hours pay for such call-in or call-back work, at the appropriate rate of pay under this Agreement.

2. A unit member scheduled to open or close a building or facility shall receive one (1) hour 10 for opening and one (1) hour for closing at the appropriate rate of pay. These assignments will be voluntary or assigned on rotation according to seniority.
3. A unit member called by the alarm company after hours shall receive (1) hour pay for answering the phone call and addressing the matter without returning to the workplace. Unit members will be placed on the call list only by mutual consent between the unit member and immediate supervisor.

H. Federal, State, and Local Elections

When necessary and consistent with the best interests of the District, the District shall attempt in good faith to adjust work schedules in order to allow unit members an opportunity to vote in federal, state, and local elections. In all events the District will comply with Election Code Section 14350.

I. Shift Differential

A unit member who is regularly assigned to a work site six (6) or more hours per day and whose normal (i.e., twenty (20) or more working days per month) work shift starts on or after 1:00 p.m. and before 10:00 p.m. shall be paid, as a shift differential, one (1) salary range above the salary range assigned to his/her class. To be eligible for shift differential, at least one-half (1/2) of the unit member's normal shift must be worked after 5:00 p.m.

A unit member who is regularly assigned to a work site six (6) or more hours per day and whose normal (i.e., twenty (20) or more working days per month) work shift

starts on or after 10:00 p.m. and before 6:00 a.m. shall be paid, as a shift differential, two (2) salary 31 ranges above the salary range assigned to his/her class.

Unit members who are absent for more than twenty (20) or more working days in a month, excluding vacation and medical leave, shall not receive shift differential pay for such absence.

J. Health Assistant Extra Hours

Under the supervision and coordination of the District Health Coordinator, Unit members assigned to the position of Health Assistant shall be provided with extra paid hours worked, scheduled by Health Coordinator, at an annual rate of up to forty-two (42) hours for elementary and middle school positions, and of up to twenty (20) hours for high school positions.

K. Bilingual Translator

Beginning August 2011, Bilingual Translators extra hours will be paid at range 26, step 1, unless this hourly rate is less than their current hourly rate of pay; in which case, this employee who is translating will receive his/her regular hourly rate of pay.

L. Oral Translations

Unit members assigned to the position of interpreter for the purposes of IEPs/504s/SSTs (legal binding documents) shall be provided with extra paid hours at a flat rate of \$27 dollars per hour. These hours must be performed outside of regular assigned hours. Should these hours result in an employee working more than eight (8) hours per day or forty (40) hours per week, the employee shall receive overtime compensation at the \$27 dollar base rate [or \$40.50 per hour].

ARTICLE VII

SUMMER SCHOOL ASSIGNMENT

For the purpose of this Article every classified unit member employed during the summer school assignment is deemed to have met the required minimum qualifications for each classification of service. It is also understood that any unit member may not schedule time off during this program. Any unit member absent for more than five (5) consecutive days will forfeit the assignment.

1. Appointment

Job Classifications eligible, but not limited to, summer school employment:

- a) School Office Managers
- b) Special Education Aides
- c) Food Service Workers
- d) 9 month Custodians
- e) Campus Security
- f) Other Clerical Staff
- g) Health Assistants
- h) After School Program (Village)

2. Selection Process

A rotation system will be developed within each classification based initially upon a seniority list developed within that classification and from those who apply in that year.

Unit members who work in any given year shall be placed at the bottom of the classification seniority list in the subsequent year.

Probationary employees are not be eligible to work during the summer school program, unless there is a need for it. No employee whose last performance evaluation was rated "needs improvement" or "unsatisfactory" shall be eligible for summer or intersession employment.

If unit members wish to share a summer school assignment, the members need to be selected from the seniority list in that classification first. For example, if the most senior on the list wants to share with another, the unit members in order should be considered for the shared assignment. Then those unit members who worked in that summer will be placed at the bottom of the classification seniority list in the subsequent year.

3. Assignment of Special Education Aides in Summer School

- a) Consideration will first be given to the specific needs of the special education student.
- b) Consideration will then be given to current assignment of the instructional aides.
- c) In the event that there is more than one 1:1 aide assigned to a student, the aides will be given the opportunity to share the assignment. If they do not agree to share, the most senior aide in that classification will be assigned to the student and will be placed at the bottom of the list for the subsequent year.

d) In the event that there is more than one classroom aide who is eligible to be assigned to a classroom, the more senior aide in that classification by grade level/current assignment will be assigned to that summer school class or 3 c. above will apply.

4. Reporting an Absence

Employees who will be absent are required to call (or have someone else call) their immediate supervisor or the department head within one hour of their scheduled reporting time. If a classified employee needs a substitute, they will contact the district designee who will assign a substitute from the approved substitute list.

5. Salary Placement

Unit member working in the same classification as the regular assignment shall be paid at the current regular rate of pay.

Unit members working in a lower paid class shall be placed in a step nearest or equal to the employee regular rate of pay.

Unit members working in a higher paid class shall be placed in a step that would afford a one-step increase than the employees regular rate of pay. (EC

45102,45260,45261)

6. Holiday Pay

If two or more permanent or probationary employees are sharing an assignment, the employee who works the day preceding the holiday will receive the holiday

pay. Holiday pay does not apply to day-to-day substitutes or unit members working extra hours during the summer.

7. Sick and Vacation

Unit member working the summer session shall be accrued sick leave and vacation based on the hours assigned during this period.

8. Notification of Summer Employment

Effective 2014 all unit members will be notified of their status of summer school assignment no later than one month prior to the beginning of summer school.

ARTICLE VIII

TRANSFER PROCEDURES

A transfer is defined as the relocation of unit members between job sites within the same classifications. Transfers fall into two categories: (1) administrative or involuntary transfers that are initiated by the District, and (2) transfers that are initiated at the request of the unit member on a voluntary basis.

The District shall have the sole authority to determine when and where there is an opening, and to transfer unit members from one job site to another when it is determined by the District that such a transfer is in the best interest of the District, subject to the following procedures:

A. Voluntary Transfers

Unit members may submit written requests or transfer forms to the Human Resources Administrator for transfer to positions within their existing classification at any time during the work year. A separate transfer request list will be maintained for each classification. The administrator at the receiving job location shall make his/her final appointments from among the transfer applicants and all other eligible candidates.

During the summer recess period, notices of openings will be sent to nine (9) or ten (10) month employees who:

1. Make this request in writing, specifying positions/classifications of interest.

Requests for withdrawal of transfers may be submitted in writing at any time prior to the unit member's receipt of notice that the transfer has been granted.

Probationary unit employees are not eligible to be considered for voluntary transfers.

B. Involuntary Transfers

The District may initiate an involuntary transfer at any time when the following steps are followed:

1. First Step

The supervisor who wishes to initiate an involuntary transfer confers with the principal and/or other administrator(s) at the site where the unit member to be transferred is assigned.

2. Second Step

The supervisor (or designee) initiating the transfer confers with the unit member to be transferred providing reasons for the transfer.

3. Third Step

The unit member is notified in writing of his/her involuntary transfer a minimum of five (5) working days prior to the effective date of the transfer.

An involuntary transfer shall not result in the loss of compensation or fringe benefits for any unit member.

ARTICLE IX

LAYOFF AND REEMPLOYMENT

A. Reason For Layoff

The layoff of classified employees shall only occur for a lack of work or a lack of funds, and only in accordance with the rules and regulations of the Personnel Commission. Any effects of layoff that may be negotiated by and between the District and CSEA shall be in addition to these rules and regulations. Any agreement between the District and CSEA may not provide for less than the mandated employee protections and procedures as specified in this rule and Rule 4240.1 (Layoff Procedures), and Rule 4240.2 (Reemployment Procedures after Layoff).

B. Layoff Includes Reduction of Hours

If the hours of a position within a classification are reduced, because of a lack of work or a lack of funds, that is considered a layoff. The employee in the position shall have all the rights afforded any other employee who has been laid off.

C. Order of Layoff

Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service, using date of regular employment in the class. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

D. Computation of Seniority

"Length of service" shall be defined as the hire date of an employee as a regular probationary or permanent employee in the class, plus any service in higher classes.

1. Leaves Counting Towards Seniority

Time on the following leaves of absence shall be counted toward seniority:

Military Leave (Paid and Unpaid)

Sick Leave (Paid)

Extended Sick Leave (Paid)

Additional Unpaid Sick Leave (Unpaid)

Family and Medical Leave (paid and unpaid)

Pregnancy Disability Leave (Using sick leave and extended sick leave - Paid)

Industrial Accident and Illness Leave (Paid)

Family-School Partnership Leave (Paid and Unpaid)

Bereavement Leave (Paid)

Vacation (Paid)

2. Leaves Not Counting Towards Seniority

With the exceptions as noted above, time on unpaid leaves over five working days shall not be credited toward seniority. Employees taking leaves over five working days shall have their seniority date adjusted on a day for day basis for the duration of the unpaid leave.

3. Laid Off Employees Don't Accumulate Seniority

Laid off employees do not accumulate seniority credit while on reemployment lists.

4. Reclassification and Seniority

When reclassification results in the merger of two or more classes, or the separation of a class into two or more classes, the seniority of regular

employees who are reclassified with their positions, and whose former class has been abolished or separated, shall be computed from the date of earliest entrance into regular service in the class that was abolished or separated.

5. Lateral Transfers and Seniority

An employee laterally transferred from one class to another shall not be credited in the new class with seniority accumulated in the old class from which transferred, but will retain all seniority in the previous class.

6. Breaking Ties in Seniority

If two or more employees subject to layoff have equal class hire date seniority, the preference shall go to the employee who has the fewest or no days of unpaid leave, which does not count towards seniority, while serving in that class.

If the employees are still equal, then preference shall be given to the employee with the earliest regular hire date in the District. If regular hire date is equal, the preference shall be given to the employee with the earliest District hire date. If the district hire date is equal, preference shall be given to the employee who ranked higher in the appointed eligibility list. If such ranking does not exist, preference shall be given to the employee that ranks higher in an interview with an interview panel made up of a district administrator, not the immediate supervisor, and two employees within their related field.

7. Site Seniority

If a position in a classification is eliminated or reduced in hours at a site or

in a department which has multiple positions at that site, in that classification with similar assigned times, the least senior employee in that classification with those assigned hours will be displaced. Example: A site has four Instructional Aides, each work three hours per day. If one three-hour position is eliminated at that site, the least senior of the four Instructional Aides at that site will be displaced. The impact of the displacement could include placing the Aide in a vacant position of equal or greater assigned time, or the Aide may choose to exercise his/her bumping rights to bump the least senior Instructional Aide in the District with the same assigned hours, or the Aide may choose to accept layoff pursuant to these rules and regulations.

E. Bumping Rights

An employee who is laid off from a position, may exercise bumping rights into a position in the same class or in a lower class (within the same job family), when there are no vacancies in that class and the laid off employee has seniority over the incumbent in the position. Example: A Head Custodian I is laid off from his/her position and there are no vacancies in the class. He/she is the least senior Head Custodian I and has no position in that class into which he/she could bump. The laid off employee can however bump into a Custodial position if there is no vacancy in the Custodial class and there is an incumbent in a Custodial position that has less seniority than the laid off Head Custodian I.

An employee who is laid off from a position, may also exercise bumping rights into a position in any classification in which he/she formerly had seniority and permanency if there are no vacancies in that class and if the laid off employee has

seniority over the incumbent in the position. Seniority for purposes of bumping in this instance shall include the total of the seniority the employee earned in the class he/she is bumping into, plus service in the class from which layoff occurred and in higher classes.

An employee who has been bumped shall have the same bumping rights afforded by this rule as if his/her position had been abolished.

1. Bumping Priority

In the event of a layoff the following bumping priority will apply:

- a. An employee whose position is eliminated or reduced shall first be placed in a vacant position with an equal number of hours in the same class.
- b. If the previous option is unavailable, the employee shall be placed in a vacant position that has additional assigned time in the same class.
- c. If the previous option is unavailable, the employee will be allowed to bump into a position in the same class that has an equal number of hours, when compared with the employee's current position, and which is occupied by an employee with less seniority.
- d. If the previous option is unavailable, the employee will be allowed to bump into a position in the same class that provides additional assigned time, when compared with the employee's current position, and which is occupied by the least senior employee of those employees holding positions with more assigned time and who has less seniority than the employee who has been laid off.
- e. If the previous option is unavailable, the employee will be allowed to bump into a position in the same class that has less assigned time, that is closest

to the employee's current assigned time, and which is held by a less senior employee in the class. As an alternative, the employee shall also have the option of bumping into a lower, or another class in which he/she has seniority that will provide at least the same assigned time as the employee's current position and which is held by an employee with less seniority.

- f. If the employee is the least senior employee in the class, and has no seniority in any other class, the employee shall have the option of bumping into a lower class (in the same job family), into a position which offers the same hours (1st option), more hours (2nd option) or less hours (3rd option) than he/she is currently assigned and which is held by an employee with less seniority.

F. Demotion in Lieu of Layoff

An employee who is laid off may elect voluntary demotion to a lower classification (not in the same job family as the employee's regular class) in which he/she has not served in a permanent or probationary status if there is a vacant position in the lower class, providing that the employee is deemed to be qualified to perform the duties of the classification by the Personnel Commission, and provided further that the Board of Education approves the voluntary demotion.

G. Layoff Versus Limited Term Positions

No regular employee shall be laid off from any position while employees serving limited term appointments are retained in positions in the same class, unless the laid off employee refuses assignment to the limited term position.

H. Acceptance of Substitute, or Limited Term Employment

An employee who has been laid off and who is on a reemployment list may be

employed as a substitute, or limited term employee in any class for which qualified, and such employment shall in no way jeopardize or otherwise affect his/her status or eligibility for reemployment.

I. Refusal of Substitute or Limited Term Employment

Refusal of an offer of substitute or limited term employment shall not affect the standing of any employee on a reemployment list.

J. Salary Placement After Demotion or Lateral Transfer

An employee who accepts a demotion in lieu of a layoff shall be placed on the salary range of the lower class, and put on the step of the lower range that comes closest to the employee's salary rate in the higher class without being more than the previous salary rate. An employee who laterally transfers to an equal class shall be placed on the same salary range/step as the previous position.

K. Taking a Service Retirement in Lieu of Layoff

An employee who is laid off for lack of work or lack of funds and elects a service retirement from the Public Employees' Retirement System in lieu of layoff, shall be placed on an appropriate reemployment list. The Human Resources Department shall notify the Board of Administration of the Public Employees' Retirement System of the fact that the employee's retirement was in lieu of a layoff for lack of work or lack of funds.

If the employee is subsequently subject to reemployment in an appropriate vacant position, the employee must accept the position in writing and request PERS to reinstate him/her from retirement. The Personnel Administrator shall maintain the vacancy until PERS has processed the employee's request for reinstatement.

L. Notice of Layoff

1. Layoff Due to Expiration of Specially Funded Program

When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, the employees shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their bumping rights, if any, and reemployment rights.

However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of layoff.

2. Layoff Due to Reduction of Funds or Elimination of Service

When, as a result of a reduction of funding to the District, or the elimination of a service being performed, classified employees are subject to layoff, affected employees shall be given notice of layoff not less than 60 days prior to the effective date of layoff.

3. Layoff Under Emergency Conditions

Nothing shall prevent a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor shall anything prevent a layoff for lack of work resulting from causes not foreseeable or preventable by the Board of Education. In these instances, the timelines required by Section L-1 (Layoff Due to Expiration of Specially Funded Program) and L-2 (Layoff Due to Reduction of Funds or Elimination of Service) of this rule are waived.

4. Contents of Layoff Notice

Any notice of layoff shall be in writing, and shall include the following:

- a. The reason for the layoff (lack of funds or lack of work).
- b. The date the Board of Education took the action to effect the layoff and the date the layoff becomes effective.
- c. The employee's bumping rights, if any, and a date to respond to the Human Resources Department with a decision regarding utilizing those rights.
- d. The employee's reemployment rights.

5. Delivery of Layoff Notice

Under most circumstances the Human Resources Department shall meet with the affected employee to give him/her the notice of layoff, to explain the contents of the notice, and to answer any questions the employee has. If a meeting with the employee is not possible, the notice of layoff shall be sent by Certified Mail-Return Receipt Requested to the last known home address of the employee on file in the Human Resources Department. It is the responsibility of the employee to keep the Human Resources Department informed of his/her current address.

Failure of the employee to retrieve delivered mail, or respond to notifications by the U.S. Postal Service of attempted delivery, shall not be grounds for voiding notification or the extension of the timelines outlined in these rules.

If a notice is mailed, the second working day following the postmark date of the notice shall be considered to be the official date of receipt.

M. Advance Notification to Exclusive Representative of Classified Employees

If any of the positions to be laid off are in the bargaining unit, the Superintendent and/or his/her designee(s), which shall include the Human Resources

Administrator, shall meet with CSEA in advance of Board action and layoff notices being sent out to review the proposed layoff. The effects of layoff are negotiable, but the procedures to be used are specified by the Personnel Commission.

ARTICLE X

EVALUATION PROCEDURES

The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedural requirements.

Evaluations shall be based upon the observation, knowledge, or investigation of the evaluator and not solely upon hearsay statements. Evaluations also shall not include comments that are arbitrary, capricious, or malicious in nature. The content of the evaluation language and substantive judgment of the evaluator shall not be subject to Article V, Grievance Procedure. The procedures used in the evaluation may be enforced through Article V, Grievance Procedure.

A. Evaluation

1. For probationary unit members, the immediate administrator shall prepare a performance assessment at approximately 1.5 months and 4.5 months, and a formal evaluation during the third and six months of employment, and for permanent unit members once every year.

Permanent unit members who have served in their current capacity for three years or more and who receive fully satisfactory evaluations (no indications of unsatisfactory performance in any area) shall be evaluated once every two years.

2. The immediate administrator assigned to evaluate a unit member who reports to another administrator and/or supervisor for some duties shall confer with

these supervisor(s) and receive input on the performance of the unit member prior to completing the evaluation.

Examples: Principals shall confer with head custodians for custodian evaluations; the Director of Food Services shall confer with the Food Services Manager and the Principal for Food Service Worker evaluations and with the Principal for Food Services Manager evaluations; Principals shall confer with the Health Services Coordinator for Health Assistant evaluations.

3. Evaluations shall be prepared on appropriate evaluation forms. The evaluator shall present the evaluation to the employee and shall discuss it with the employee. The employee and the evaluator shall sign the evaluation form and the employee shall receive a copy.
4. Specific explanatory comments shall be included on the evaluation forms in cases where the immediate administrator has indicated need for improvement or weaknesses in the unit member's performance. Suggestions for improvement will be included after a collaborative plan is created between the administrator and the employee.
5. The unit member shall have the right to review and respond to any adverse evaluation and to have the response placed in his/her personnel file, attached to the evaluation. If necessary, the unit member shall have a reasonable amount of release time in order to prepare such a response.
6. Parent, Citizen, Student, or Staff Complaints
 - a. No information of a derogatory or critical nature received from others

(i.e. parents, citizens, student, and staff) shall be used in a written evaluation unless:

- 1) The unit member has been given notice of the nature of the complaint.
 - 2) The unit member has had an opportunity to discuss and to attempt to resolve the matter with the evaluator and/or site administrator.
 - 3) Whenever feasible and/or appropriate, the unit member has been provided with the opportunity to have direct contact with the complainant(s) to discuss and resolve the matter.
 - 4) The facts have been verified, in the best judgment of the evaluator, by the available evidence.
 - 5) The unit member has had the opportunity to have his/her written response to the complaint attached to the evaluation.
 - 6) A unit member shall have the right to request the presence of an CSEA representative at all such meetings.
7. Needs improvement or unsatisfactory evaluations in one or more areas require an explanation of needs improvement/ unsatisfactory performance and specific suggestions for improvement based on appropriate performance of expectation of job description. Unit members shall take positive action to correct deficiencies in performance. The evaluator's role in assisting the unit member may include, but not be limited to, the following:
- a. Shall include specific recommendations for improvement;
 - b. Direct assistance to implement such recommendations;

- c. Techniques to measure improvement; and
- d. A reasonable time schedule to monitor unit member's progress.

This information shall be reflected under the "Written Comments/Improvement Goals" of evaluation as appropriate (see Appendix).

8. A unit member who receives an evaluation with an overall rating of needs improvement shall receive a follow-up evaluation within ninety (90) days. At the end of ninety (90) days, his/her evaluation will reflect an overall rating of satisfactory or unsatisfactory. If the unit member receives an overall satisfactory rating, then he/she returns to a regular evaluation cycle.
9. A unit member who receives an evaluation with an overall rating of unsatisfactory will be expected to improve his/her performance to such an extent that within sixty (60) days, his/her performance will reflect an overall rating of satisfactory. At the end of sixty (60) days, a follow-up evaluation shall be prepared and given to the unit member by the evaluator. Failure to make an improvement in performance to the satisfactory level shall constitute sufficient grounds for disciplinary action, up to and including dismissal.
10. Appeal: An evaluation is the formal judgment of an evaluator regarding employees' performances. Employees who believe that their evaluations are not a true reflection of their performances may request a conference with the principal, department head, division head, or a representative of the Human Resources Department, to discuss the evaluation. **Employees appealing evaluations shall be entitled to representation by CSEA.**
11. Special Evaluations: An evaluator may prepare a special evaluation of a written

progress report regarding an employee's performance at any time during the year upon evidence of changed performance or work habits on the part of the employee. Written notice shall be provided to an employee prior to placement of any derogatory material in the personnel file, and the employee shall have the right to review and respond to any adverse comments, and to have the response attached to said progress report or special evaluation and placed in his/her personnel file.

12. Incidents that may result in discipline shall be documented under separate processes.

ARTICLE XI

PROGRESSIVE DISCIPLINE AND SUSPENSION

Procedures for Disciplinary Action and Appeal are governed by the Personnel Commission's Rules and Regulations of the Classified Service. The following is not meant to add to, subtract from, or in any way alter Rule 4250. Rather, the inclusion of the following is meant to communicate the general idea of the subject. If specific knowledge is needed, then the reader must refer to the Rules and Regulations. If a dispute arises over the interpretation or application of this topic, such dispute must focus on Rule 4250 and shall adhere to the appeal process found within the Rules and Regulations. In any dispute, the following may not be used in any way to determine the meaning of Rule 4250. Such meaning must be derived solely from within the Rules and Regulations themselves.

A.

A regular classified employee shall be subject to disciplinary action only for cause as prescribed by Rules and Regulations, Rule 4250, and only pursuant to the procedures outlined herein. A member should have the right to union representation throughout the entire disciplinary process.

B. Causes for Disciplinary Action:

The following causes shall be grounds for disciplinary actions including, but not limited to, suspension, demotion, or dismissal:

1. Incompetency - Below standard work and/or performance, a pattern of inefficiency.
2. Dereliction of Duty - Neglect or inattention in the performance of assigned

duties.

3. Insubordination - Including, but not limited to, knowingly refusing to perform lawful and reasonably assigned duties.
4. Blatantly discourteous, threatening, offensive, or abusive conduct toward other employees, District officials, students, or the public.
5. Carrying out a physical attack on a student, an employee, a District official, or a member of the public.
6. Misuse, theft, willful destruction, or mishandling of District property, or property of an employee.
7. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting special treatment to an employee or to any member of the public.
8. Possession of any alcoholic beverage on any job site. Drinking alcoholic beverages and/or being under the influence while on duty. Note: Bus Drivers and other classes required by federal law may be required to undergo testing consistent with the law and Board policy.
9. The use of tobacco or tobacco products on District property.
10. The use of, possession of, or under the influence of illegal and/or restricted substances or dangerous drugs, other than those prescribed by a licensed physician, while on duty or while on District property.
11. Formal charges resulting in a conviction of a narcotics offense as defined by Education Code 44011 and Appendix A of these rules. Conviction of such offense shall result in dismissal.

12. Formal charges resulting in a conviction of a sex offense as defined by Education Code 44010 and Appendix A of these rules. Conviction of such offense shall result in dismissal.
13. Conviction of a crime involving moral turpitude. Note: The Human Resources Administrator may inquire into the circumstances surrounding the commission of the crime in order to determine if the conviction is of an offense involving moral turpitude.
14. Conviction of any felony or serious crime, or any crime bringing discredit upon the District. Note: For causes #11 through #14 a plea or verdict of guilty, or finding of guilt by a court in a trial without a jury, or a conviction following a plea of nolo contendere (no contest) is deemed to be a conviction, irrespective of a subsequent order for probation suspending the imposition of a sentence or an order under Section 1203.4 of the Penal Code allowing the withdrawal of the plea of guilty, or dismissing the accusations or information.
15. Engaging in political activities during assigned hours of employment.
16. Engaging in personal activities during assigned hours of employment.
17. Repeated or unexcused absences.
18. Repeated or unexcused tardiness.
19. Abuse of leave privileges by absence such that, over a period of time, the ability of the employee to efficiently perform the duties of his/her position is impaired.
20. Absence without advance notification.
21. Abandonment of position - An absence of three consecutive work days without notification or permission, and failure to notify the District of a valid or acceptable reason for absence.

22. Failure to return to work or notify the District within three working days following an authorized leave of absence.
23. Unauthorized departure from the job during assigned work hours.
24. Sleeping, resting, or taking an unauthorized break while on duty.
25. The use of profanity including, but not limited to, in the presence of students, other employees, and/or the public.
26. Gambling on school property.
27. Knowingly falsifying or withholding any information supplied to the District including, but not limited to, information supplied on application forms and employment records.
28. Failure to report to the Personnel Administrator, when requested to do so, for review of conviction records.
29. Failure to report for, or to provide results of a health examination, including tuberculosis screening, after proper notification.
30. Willful or persistent violation or refusal to obey safety rules or procedures made applicable by the Board of Education, or by any appropriate state or governmental agency.
31. Willful or persistent violation of laws and/or rules made applicable by any appropriate state or governmental agency.
32. Willful or persistent violation of the Education Code, Board of Education Policy, Personnel Commission Rules and Regulations, or procedures adopted by the District.
33. Any willful failure of good conduct tending to injure the District or its reputation with particular regard to students.

34. Employment examination deception or fraud.
35. Refusal to accept changes in shift assignment, working hours, or work location, provided that such changes were made in accordance with the Personnel Commission Rules and Regulations or a negotiated agreement.
36. The failure of an employee to maintain insurance and a vehicle which meets the legal requirements for vehicle operation in the State of California, when such is a requirement of the employee's position. Note: Discipline under this section shall be handled in the following manner:
- a. An attempt shall be made to reassign the employee within the same class or to a vacant position in a related class (with the approval of the Commission and the Board) not requiring operation of a motor vehicle.
 - b. If reassignment is not practical, then the employee may be demoted in accordance with these Rules and Regulations.
 - c. If a position does not exist for a demotion to be accomplished, the employee may be dismissed in accordance with the Personnel Commission Rules and Regulations.
37. Violation of local, state, or federal law that results in cancellation or suspension of a license or certificate required for the performance of assigned duties.
38. The failure of an employee to obtain and/or maintain a license or certificate required by the District for the performance of assigned duties.
39. Ethnic, racial, religious, or sexual harassment of another person. (Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature).

40. Failure to obey a subpoena issued by the Personnel Commission and duly served; or any refusal to furnish testimony or documents, other than self-incriminating, at a hearing or investigation before the Commission or Board of Education.
41. Membership in the Communist Party, or any other organization which advocates the overthrow of federal, state, or local government by force, violence or other unlawful means as described in Section 1028 of the Government Code. Education Code 45303 states that classified employees shall be suspended and dismissed for violation of this clause. Therefore, progressive discipline would not be applicable in this case.
42. Physical, emotional, or mental unfitness that prevents an employee from being able to perform the essential duties of the assigned position, with or without accommodation.
43. Any other cause which, when considered, can reasonably be interpreted as negatively affecting the purposes and functions of the District.

C. Time Lines

The District shall adhere to the following timelines when undertaking disciplinary investigations:

1. When a disciplinary concern arises:
 - a. The District shall make a good faith effort to notify the unit members within three (3) working days from the date a disciplinary concern arises.
 - b. The District shall notify the unit member of the nature of a

behavior that may be cause for disciplinary action no later than seven (7) working days following the date the District first had knowledge of the behavior.

- c. The unit member shall have the opportunity to discuss and explain his/her behavior and/or perspective of the situation.
2. In situations where progressive discipline is warranted, the District shall notify a unit member of the disciplinary action to be taken no later than fifteen (15) working days after the unit member has been notified pursuant to timelines in Section 1 of this article.

D. Progression of Disciplinary Actions

Except as noted in Section D below, the progression of disciplinary actions undertaken by the District against an individual unit member shall be:

1. First Level: Verbal warning/oral reprimand from site and/or district administrator, including counseling for assistance in resolving the concern.
2. Second Level: Conference with employee and site and/or district administrator, including counseling for assistance in resolving the concern, followed by a written summary of the conference (with reference to the date a prior verbal warning was given), not placed in personnel file.
3. Third Level: Written warning/letter of reprimand/notice, to be placed in personnel file from site and/or district administrator, following a conference including counseling for assistance in resolving the problem.

4. Fourth Level: Suspension, with or without pay for up to fifteen (15) days (pursuant to Personnel Commission Rules and Regulations) or other corrective disciplinary action(s) (consistent with the type of offense), based upon the severity of the verified offense(s).
- E. In cases where the unprofessional/inappropriate behavior is deemed extreme in the judgment of the District, or where possible repetition threatens the health or welfare of other persons or the continuity of the school program, the District shall have the right to impose a more severe disciplinary step, consistent with the severity of the offense, without following each prior step listed above.
 - F. Except as noted in Section D above, disciplinary actions at levels 2 through 4 must be based upon previous disciplinary actions which occurred within the prior three years.
 - G. It is recognized that decisions related to recommending permanent status after a probationary period are not covered by this article.

ARTICLE XII
LEAVES OF ABSENCE

A. General Provisions

1. Definition

A leave of absence is an authorization for a unit member to be absent from duty, generally for a specified period of time and for an approved purpose.

2. Right of Reinstatement

a. A leave protects the unit member by holding a place for such member in the District until the leave expires, usually with the right to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained and providing that there are no extenuating circumstances which make a return to the same rank and status impractical. There is, however, no assurance that the return assignment will be in the work site where such member was assigned when the leave was authorized.

b. A condition of each leave of absence is that any required license or certificate held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

3. Fringe Benefits

Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, medical-dental coverage, and retirement credit,

the same as if not on leave. Unit members who go onto an unpaid leave during any pay period shall receive their medical-dental coverage according to the medical/dental plan procedures outlined in Article XIII, Section C-6 and thereafter shall be allowed to remain on continued coverage at their own expense, provided they make advance payment of the premium in a manner reasonable required by the District and provided that such conversion is permitted by the insurance carrier.

4. Part-Time Unit Members

For the purpose of this Article, part-time regular unit members shall be entitled to leaves of absence in the same ratio as the number or hours per day of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

5. Procedure for Absence Reporting

A unit member intending to be absent at any time must notify the District, at a location and/or telephone number to be provided by the District, prior to 7:00 a.m. of the day of absence or at least one hour preceding the starting of his/her shift.

6. Return to Work

a. A unit member returning from absence must contact his/her work site as soon as possible, but in any event, before 2:00 p.m. of the day preceding the day of intended return. If he/she is unable to make the determination before 2:00 p.m., the District must be notified not later than two hours before the beginning of the workday, or as per agreed upon department procedures. A unit member may not be allowed to

return for service in the event that a substitute has been called, and if not allowed, shall be charged with one additional day of sick leave absence, if he/she fails to timely notify the District, as stated above.

- b. Upon return to active service, the unit member shall complete a Report of Absence-Classified, and shall submit same to his/her immediate supervisor.

7. Verification of Fitness

- a. A unit member who is on leave or eligible for leave due to injury or communicable disease, or who has experienced a disability absence requiring surgery, hospitalization, or medical treatment (i.e. urgent care or emergency room visit), or who has been on five (5) or more consecutive days of sick leave, shall provide, upon District request, written verification from a medical doctor or licensed practitioner regarding his/her fitness to carry out his/her duties.
- b. The District reserves the right to require a unit member to have a physical examination by a District appointed physician, at no expense to the unit member, to verify his/her fitness to carry out his/her duties.

8. Unauthorized Leave

A unit member who is absent from work without authorized leave pursuant to this Agreement shall lose a full day's pay for each such day of absence and shall be subject to discipline or discharge pursuant to Education Code provisions. Moreover, a unit member who is absent from work without authorized leave for three (3) or more days shall be deemed to have

abandoned employment with the District. During said three-day period, the District shall make a reasonable attempt to contact the unit member.

9. Employment Restrictions

- a. Unit members on sick leave or industrial accident/illness leave shall not be employed elsewhere during regular contract hours.
- b. This restriction may be waived by the District under special circumstances for sick leave; requests for such a waiver, with reasons therefore, should be submitted in writing to the Human Resources Department.

10. Definition of Immediate Family

“Member(s) of the immediate family” as used in this Article shall mean father, mother, grandparent, grandchild of the unit member or his/her spouse or domestic partner; also the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative living in the immediate household of the unit member.

B. Sick Leave

1. General Provisions

The purpose of sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, pregnancy disability, or exposure to contagious disease. Sick leave may also be used for doctor and dental appointments. Whenever possible, in non-emergency situations, such appointments should be scheduled outside the regular work hours of the employee. If an appointment can only be made during work hours, then the employee shall notify his/her

supervisor as far in advance as possible, and no later than one full work day prior to the absence, so that the proper arrangements can be made by the supervisor.

2. Number of Sick Leave Days Earned Per Year

Sick leave shall be earned by regular classified employees based on a 40-hour, five day workweek.

- a. Full-time employees accrue sick leave on the basis of one day for each month of service during the year, to a maximum of 12 days per year. Part-time employees accrue sick leave on a pro-rated basis as the employee's workweek relates to 40 hours and the work year relates to 12 months. The term "day," as used in this Article, means the unit member's regularly assigned workday, exclusive of overtime.
- b. A unit member employed at full pay five (5) days a week for less than a full fiscal year is entitled 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 a unit member is employed for less than a full fiscal year of service, this and the preceding paragraph in conjunction shall determine that proportion of leave of absence for illness or injury to which he/she is entitled, i.e., a unit member who works three (3) days a week for nine (9) months shall be entitled to $(3/5) \times (9)$ days leave of absence.

3. Use of Sick Leave

- a. Credit for leave of absence for illness or injury need not be accrued prior to taking of such leave by the unit member, and such leave may

be taken at any time during the unit member's assigned work year. Unused sick leave may be accumulated from year to year without limit. A probationary unit member of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be eligible under this Article, until the first day of the calendar month after completion of six (6) months of active service with the District. A unit member who terminates employment prior to earning sick leave taken in advance of accrual shall have the appropriate amount deducted from his/her final salary warrant.

- b. Any unused sick leave credit may be used by the unit member for sick leave purposes, as defined, without loss of compensation. For example: a unit member who has a continuous illness and has accumulated more than five (5) months of all paid leave, may use all of that leave until exhausted without loss of compensation. Upon exhaustion, the unit member is not entitled to differential pay unless the employee returns to work prior to another sick leave.
- c. Earned or accumulated sick leave shall not be considered as vacation, nor shall a unit member be reimbursed for unused sick leave at the time of separation, except as provided in the Education Code for purposes of retirement.

4. Depletion of Sick Leave

- a. This section applies only to unit members who have exhausted all accumulated sick leave credit.
- b. Upon exhaustion of all accumulated sick leave credit, a unit member

who continues to be absent under the provisions of this Article shall receive the difference between his/her pay and the amount that normally would be paid a substitute if one had been employed.

- c. In order to qualify for differential pay, a unit member shall first utilize available leaves in the following sequence:
 - (1) All Industrial Accident or Illness Leave days, when applicable (maximum sixty (60) days per law;
 - (2) All remaining current year days credited for sick leave;
 - (3) All accumulated sick leave;
 - (4) All accumulated compensating time;
 - (5) All vacation time; and
 - (6) All other available paid leave.
- d. In no event shall days of all of the above paid leave and the above differential pay combined exceed five (5) months in any fiscal year; however, the employee will not forfeit any sick leave or vacation if he/she has a balance at the end of the five month period.
- e. Only one increment of differential pay shall be allowed for any single and continuous illness that continues into the next fiscal year.
- f. Extended sick leave benefits shall be limited to five months per fiscal year or per single illness. Example: If an illness continues into a new fiscal year, the employee is entitled to receive advanced sick leave for that year, but is not entitled to another five month extended sick leave for that illness, unless the employee returns to work and is then absent again later that fiscal year for the same illness.

C. Industrial Accident and Illness Leave

1. Definition

Industrial Accident and Illness Leave shall be granted to a unit member for illness or injury incurred within the course and scope of his/her assigned duties.

2. Days of Entitlement

Allowable leave shall be for not more than sixty (60) working days in any one fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. When an Industrial Accident and Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

3. Procedures

a. Industrial Accident and Illness 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 compensation award made under workers' compensation.

b. A unit member who has sustained a job related injury or illness shall report the injury or illness on the Employer's Report of Occupational Injury or Illness Form within 24 hours or as soon as practically possible to the immediate administrator. In order to qualify for Industrial Accident and Illness Leave coverage, a unit member claiming such leave shall be examined and treated by a physician approved by the District. Such approval shall ordinarily be granted to a unit member's personal physician who has previously treated the

unit member.

- c. A unit member receiving benefits as a result of this Article shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.
- d. During any industrial paid leave of absence, a unit member shall endorse to the District any wage loss benefit checks received under workers' compensation laws. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit members salary and shall deduct normal retirement, and other authorized contributions.
- e. Upon conclusion of this industrial paid leave, a unit member may utilize any available Sick Leave benefits providing that any such Sick Leave utilization when combined with any workers compensation award shall not exceed 100% of the unit member's normal compensation.

4. Return to Service

- a. A unit member shall be permitted to return to service after an industrial accident or illness upon prior presentation of a release, twenty-four (24) hours in advance of return, from a physician, subject to the approval of the District, which certifies the unit member's ability to return to his/her position without restriction on performance of the required duties of the unit member's position.
- b. A unit member may be requested by the District to return to work from an industrial accident/illness leave to perform partial duties

when:

- (1) A physician provides a statement of medical release which certifies the unit member's ability to return to work to perform partial duties and specifies those duties/activities which need to be avoided for medical reasons;
- (2) The return to work for partial duty does not pose a medical threat or undue risk of further injury for the unit member; and
- (3) The duties assigned are beneficial to the District, fall within the activities presented as medically safe for the unit member by the physician, may be reasonably related to his/her job duties and are within the skill, ability and working environment comfort level of the unit members, as determined by the supervisor and a district-level personnel administrator.
- (4) The District and unit member shall attempt to reach agreement on a partial duty assignment.
- (5) If agreement cannot be reached, the District shall offer three options for partial assignment duties, from which the unit member may select an assignment. If the unit member does not select one, the District shall assign the duties.

D. Bereavement Leave

1. Definition

A unit member shall be eligible for a temporary leave of absence for the death of any member of the immediate family without loss of salary.

2. Entitlement

This leave will be for no longer than three (3) consecutive days, except when out-of-state travel is required, five (5) consecutive days will be authorized. Additional days of absence beyond those described herein are provided in this Article under the terms of the Personal Necessity Leave.

3. Procedures

- a. A unit member shall be required to contact his/her immediate administrator or designee prior to the start of the regular work shift to request Bereavement Leave.
- b. A unit member shall be required to complete a leave verification form provided by the District upon return from Bereavement Leave. He/she may also be required to provide proof of eligibility for Bereavement Leave benefits.

E. Judicial and Official Appearance Leave

1. Definition

Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the initiation, connivance, or misconduct of the unit member.

2. Jury Duty

A leave of absence without loss of salary shall be granted to a unit member who is officially called for jury duty. Juror's fees, exclusive of mileage, received by the unit member shall be deposited to the credit of the District.

3. Procedures

- a. Upon receipt of notification of a jury duty obligation to be served during working hours on days of assigned service, it is the obligation of the unit member to immediately inform (within three (3) working days of receipt of such notice), his/her immediate supervisor and the Human Resources Department.
- b. Nothing herein shall preclude the District from discussing with the unit member the practicality of seeking an exemption and/or postponement of jury duty when acceptance thereof would tend to materially interfere with the District's operation.
- c. Unit members are required to return to work during any day or portion of a day equal to or greater than one-half of the work shift in which jury duty services are not required.

4. Court Appearance (other than Jury Duty)

For any necessary court or agency appearances, the unit member may utilize personal necessity leave. However, if any Court or agency appearance is required by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.

F. Personal Necessity Leave

1. Definition

- a. Personal Necessity Leave may be utilized by a unit member who has sufficient Sick Leave credit, for circumstances that are serious in nature, which cannot be expected to be disregarded, and which necessitate immediate attention and cannot be dealt with during off-duty hours.

- b. General categories for acceptable use:
 - (1) Death of a member of the immediate family;
 - (2) Serious illness of immediate family member;
 - (3) Accident to unit member's person or property, or the person or property of his/her immediate family;
 - (4) Childbirth/adoption;
 - (5) Religious;
 - (6) Court appearance;
 - (7) Urgent/serious circumstances;
 - (8) No reason;
 - (9) Parent-school partnership.

2. Entitlement

- a. Such member may elect to use not more than seven (7) per year of unused Sick Leave for purposes of approved Personal Necessity Leave (ref: EC45207).
- b. In case of serious, continued illness in the immediate family, a unit member may elect to use more than seven (7) days per year of unused sick leave for the purpose of Personal Necessity.
- c. Unused Personal Necessity Leave entitlement shall not be accumulated from year to year.
- d. The number of days of Personal Necessity Leave shall not exceed the number of full days of unused Sick Leave to which such member is entitled.

3. Procedures

- a. The unit member shall submit a request for Personal Necessity Leave approval on a District-approved form to the immediate supervisor not less than two (2) working days prior to the beginning date of the leave except where extenuating circumstances make such notice impossible.
- b. The immediate supervisor shall notify the unit member of the decision to grant or deny the request by the close of business on the work day prior to the first day of the requested leave.
 - (1) Activities such as vacation, recreation, social commitments, and routine personal activities are covered under Unpaid Personal Leave, Section I, of this Article. Leave for Employee Association activities is covered in Article III, Association Rights.
- c. The prior approval requirement shall not apply to the following reasons:
 - (1) Death of a member of the immediate family. Request granted under this Article shall be in addition to those provided under Bereavement Leave of this Article.
 - (2) Serious illness of a member of the immediate family.
 - (3) Accident, involving the unit member or his/her property, or the person or property of a member of the immediate family.
 - (4) Urgent/serious circumstances, when appropriate.
- d. When prior approval is not required, the unit member shall make

every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

- e. A unit member may use two (2) days of Personal Necessity Leave per school year, with two (2) days prior approval from the Classified Personnel Office, without indicating a specific reason for absence, if:
 - (1) no more than one (1) unit member would be absent on such leave from any one department or site on the requested date, and
 - (2) there are no unusual work demands which would require the unit member to remain at work.
- f. If a unit member does not request leave approval under this paragraph at least two (2) days prior to the proposed date of absence, the leave may be denied by the immediate supervisor. If a unit member takes such leave without prior approval, the dates of absence shall be treated as days of unpaid leave (See Section A of this Article regarding absence without authorized leave; all provisions apply).

4. Return to Service

- a. Immediately upon return to active service, the unit member shall complete a Report of Absence-Classified and submit it to the immediate administrator, and shall provide such additional verification of the use of these leave provisions as may be requested by the District.

- b. Examples of such additional verification that may be required following use of these leave provisions are:
 - (1) Doctor's signed statement for family illness.
 - (2) Signed statement of details of accident.

G. Pregnancy Disability Leave

1. Definition

Pregnancy Disability Leave is sick leave used during the period of time a unit member is absent due to medical disability related to pregnancy and/or convalescence following birth or miscarriage. (Childcare leave following pregnancy disability leave is covered by Unpaid Personal Leave, Section I of this Article).

2. Procedure

- a. As soon as practicable, the unit member shall inform her immediate supervisor and the Human Resources Department of her pregnancy and the projected due date.
- b. By the sixth month of pregnancy, the unit member shall provide the District with a written statement from her physician, indicating the estimated date of birth and the date through which she may continue to perform her regular duties and responsibilities.
- c. In the event that the beginning date of the pregnancy disability leave should change, the unit member shall inform the District as soon as possible, or according to the report of absence procedures in Section B of this Article.
- d. As soon as possible after birth or miscarriage, the unit members shall

provide the length of the required medical disability leave and the date on which the unit member may resume her duties.

3. Return to Service

- a. The unit member shall notify the District to confirm her date of return to duty not later than 2:00 p.m. of the work day prior to her return date.
- b. In the event that the unit member must extend her pregnancy disability leave beyond the originally stated date, the unit member shall notify the District no later than 2:00 p.m. of the work day prior to the originally stated date of return and, as soon as possible, provide a physician's statement specifying the revised date of return.
- c. In the event the unit member requests an early return prior to the date originally specified, the District shall make a good faith effort to:
 - (1) Grant this request, or
 - (2) If her position is filled by a contractual substitute, provide temporary assignments as a substitute or on another basis until the originally stated date of return.

H. Military Leave

1. Definition

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and

performance of funeral honors duty.

In addition, the District will extend the interpretation of “military leave” to cover employees who are members of reserve sheriff, police, or fire departments and who are obligated to serve on active duty during a crisis. This does not apply to personnel who voluntarily serve in the capacities described.

2. Entitlement

a. Salary/Compensation

An employee shall receive his/her salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

- (1) Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that he/she has been employed by the district for at least one year immediately prior to the day the military leave begins, and the ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
- (2) Active Military Duty: The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United

States Armed Forces, the National Guard, or the Naval Militia, provided that he/she has been employed by the district for at least one year immediately prior to the day the military leave begins.

- (3) War or Other Emergency: The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty.

In determining the length of district employment when necessary to determine eligibility for compensation for military leave, all recognized military service performed during and prior to district employment shall be included.

During the period of military leave, an employee may, upon his/her own request, use any vacation or similar paid leave accrued before the commencement of the military leave. The district shall not require the employee to use such leave.

b. **Benefits**

An employee may elect to continue his/her health plan coverage during the military leave. The maximum period of coverage for the employee and his/her dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to

apply for or return to employment, whichever is less.

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required.

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan.

c. Vacation and Sick Leave Accrual

An employee on temporary military leave under the conditions described in item #1 Active Military Training or Exercises, in the section entitled "Salary/ Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which he/she would otherwise be entitled if not absent.

An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave.

However, an employee who is a National Guard member on active duty as described in item #3 War or Other Emergency, in the section entitled "Salary/ Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of his/her leave of absence.

d. Retirement Plan Service Credit

Retirement plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the Public Employees' Retirement System.

3. Procedures

An employee who needs to be absent from the district to fulfill his/her military service shall provide advance written or verbal notice to his or her immediate supervisor, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable.

4. Return to Service

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which he/she would otherwise have been entitled, except under the conditions noted below.

- a. Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to his/her position within six months of an honorable discharge or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which he/she could terminate or could cause to be terminated his/her active service.
- b. When an employee has been on military leave for reasons other than war or national emergency, the time frame for reinstatement shall

depend on the length of military service as follows:

- (1) For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of military service, provided the employee has a period of eight hours to rest following transportation to his/her residence.
- (2) For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
- (3) For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

In cases where reporting within the periods specified in items #1 and #2 above is impossible or unreasonable through no fault of the employee, he/she shall report as soon as possible after the expiration of the period.

- c. An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable.

Upon receiving an application for reinstatement, the District shall reinstate

the employee as soon as practicable under the circumstances of his/her case, but within a time period not to exceed two weeks, unless unusual circumstances exist.

If the employee's previous position has been abolished, he/she shall be reinstated in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which he/she is qualified.

An employee failing to apply for reinstatement within the appropriate period does not automatically forfeit his/her rights, but shall be subject to the District's rules governing unexcused absences.

The District may elect not to reinstate an employee following military leave if any of the following conditions exists:

- a. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee.
- b. The accommodation, training, or effort described in 38 United States Code 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the district as defined in 20 Code of Federal Regulations 1002.5 or 1002.198.
- c. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment would continue indefinitely or for a significant period.
- d. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in

38 USC 4312(c).

- e. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions.

5. Military Spouse/Registered Domestic Partner Leave

An unpaid leave of absence of up to ten days shall be granted at the request of a qualified employee whose spouse/ registered domestic partner is a qualified member of the Armed Forces on leave from deployment from a combat zone during a period of military conflict. The employee requesting the leave must:

- a. Be the spouse/registered domestic partner of a qualified member of the Armed Forces of the United States, National Guard, or Reserves;
- b. Work an average of 20 or more hours per week;
- c. Provide notice to the supervisor of his/her intention to take the leave no later than two (2) business days after receiving official notice that the employee's spouse/ registered domestic partner will be on leave from deployment, and;
- d. Provide written documentation (i.e. copy of official notice), which certifies that the spouse/registered domestic partner will be on leave from deployment during the period of the employee's requested time off from work.

I. Unpaid Leave

1. Definition

A unit member may, in the sole discretion of the District, and without creating precedent, be granted an unpaid leave of absence for reasons

satisfactory to the District and not enumerated elsewhere in this Article. Such reasons may include leave for child rearing, for study in pursuit of educational improvement and advancement, and for health purposes. Leaves of absence under this Section shall not be granted for the purpose of accepting other employment, unless disclosed to and approved by the Board of Education.

2. Entitlement

A unit member may be granted a leave of absence under this Section for a period not to exceed one year.

3. Procedure

The unit member seeking a leave of absence under this Section shall submit a request to the Superintendent or his/her designee, including the reasons and any supporting information related thereto, and the duration of the requested leave.

All requests for leaves of five (5) working days or less shall be submitted at least five (5) working days in advance of the proposed commencement of the leave, or as soon after such notice date as possible, and may be granted or denied by the Superintendent or his/her designee, whose decision shall be final.

All requests for leaves in excess of five (5) working days shall be submitted at least eleven (11) working days prior to the regular Board meeting occurring before the proposed commencement of the leave, and may be granted or denied by the Board of Education, whose decision will be final.

J. Family Care Leave

1. Definition

A unit member who has worked for the District for a minimum of one year, or one school year, depending on assignment, and who has worked at least 1,250 hours during that year, shall be entitled to take an unpaid Family Care and Medical Leave ("FCML"). FCML is defined as leave granted for the following reasons:

- a. Because of the birth of a child of the employee or placement of a child with the employee in connection with the adoption or foster care of the child by the employee.
- b. To care for the employee's child, parent, spouse, registered domestic partner, or child of a registered domestic partner with a serious health condition.
- c. Because of the employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position. However, for purposes of leave under the California Family Rights Act (CFRA), this does not include leave taken for disability on account of pregnancy, childbirth, or related medical conditions.

2. Days of Entitlement

- a. The eligible unit member shall be entitled to a total of twelve (12) workweeks of unpaid leave in any a twelve (12)-month period. The twelve (12) months period is measured forward from the date the unit member's first family care and medical leave begins.
- b. This unpaid leave may be utilized after other appropriate paid leaves have expired; such as, accrued vacation, personal necessity leave

and accrued sick leave (for the employee's own serious medical condition).

- c. Leave taken pursuant to the CFRA shall run concurrently with leave taken pursuant to the FMLA, except in the following circumstances:
 - (1) Leave taken to care for a registered domestic partner or a child of a domestic partner. Such leave shall count as leave under the CFRA.
 - (2) Leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to family care and medical leave, an employee may be entitled to take pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time, or other paid leave. Such FMLA leave shall run concurrently with any pregnancy disability leave taken by the employee, except that CFRA leave shall not commence until the expiration of the pregnancy disability leave.
- d. Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not have to be taken in one continuous period of time. The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions.

- e. If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a total of 12 weeks. This restriction shall apply whether the parents are married, registered domestic partners, or not married.
- f. Intermittent Leave/Reduced Leave Schedule: Leave related to the serious health condition of the employee or his/her child, parent, spouse, or registered domestic partner may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious medical condition.

If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be required to transfer temporarily to an available alternative position. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule.

3. Procedure

- a. If the unit member's need for leave is foreseeable, the employee shall provide the district with reasonable advance notice for the leave. If an employee's need for leave is foreseeable due to a planned

medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations. This scheduling shall be subject to the health care provider's approval.

- b. The unit member shall submit a written request for FCML on the correct district form to his/her supervisor, who shall forward it immediately to Human Resources in order to expedite finding a substitute, if required.
- c. A request by an employee for family care and medical leave for his/her serious health condition, or to care for a child, parent, spouse, registered domestic partner, or child of a registered domestic partner with a serious health condition, shall be supported by a certification from the health care provider of the employee or such other person as applicable. The certification shall include the following:
 - (1) The date on which the serious health condition began
 - (2) The probable duration of the condition
 - (3) If the employee is requesting leave to care for a child, parent, spouse, registered domestic partner, or child of a registered domestic partner with a serious health condition, the health care provider's certification of the estimated amount of time the health care provider believes the employee needs to care for the child, parent, spouse, registered domestic partner, or child of the registered domestic partner; and a statement that the serious health condition warrants the participation of a

family member to provide care during a period of the treatment or supervision of the child, parent, spouse, registered domestic partner, or child of a registered domestic partner

- (4) If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or to perform one or more essential functions of his/her job
- (5) If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

If the district doubts the validity of a certification that accompanies a request for leave, the employee may be required to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the employee may be required to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding.

If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified in items #1-5 above.

4. Rights to Reinstatement and Maintenance of Benefits

- a. Upon granting an employee's request for family care and medical leave, the District shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. An employee who takes leave has no greater right to reinstatement than if he/she had been continuously employed during the leave period. If the district reduces its work force during the leave period and the employee is laid off for legitimate reasons at that time or if the employee is terminated for reasons unrelated to the leave, he/she is not entitled to reinstatement, provided the district has no continuing obligations under a collective bargaining agreement or otherwise.
- b. During the FCML leave period, the employee shall retain employee status with the District, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan eligibility. A unit member taking this leave shall continue to be eligible to participate in health plans, pension and retirement plans, and other benefit plans to the same extent and under the same conditions as apply to any unpaid leave; with the exception that for a period of twelve weeks, the District shall continue to provide an eligible employee on family care and medical leave the group health plan coverage that was in place before he/she took the leave. Any contribution made by the unit member to health benefit premiums will still be the responsibility of the unit member. The employee shall reimburse the district for premiums paid during the family care and

medical leave if he/she fails to return to district employment after the expiration of the leave and the failure is for any reason other than the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond his/her control.

5. Return to Service

- a. Unit members who are on long-term FCML shall notify the District of their intention to return at least ten (10) days prior to their return to service or the expiration of the leave.
- b. Unit members whose FCML expires at the end of the school year shall notify the District of their intention to return no later than June 30 of that school year.
- c. As a condition of returning to work for a unit member who has taken leave due to his/her serious health condition, the District will require certification from a health care provider that the unit member is fit for duty.

6. Service Member Family Leave

- a. The district shall grant up to a total of 26 work weeks of leave during a single 12-month period to an employee to care for a covered service member who is his/her spouse, child, parent, or next of kin. Covered service member means a member of the Armed Forces, including a member of the National Guard or Reserves, who has suffered a serious injury or illness and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for that injury or

illness.

Next of kin means the nearest blood relative to that individual.

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Serious injury or illness means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

- b. The employee shall provide reasonable and practicable notice of the need for the leave when the necessity for the leave is foreseeable.
- c. The leave can be taken intermittently or on a reduced schedule when medically necessary. An employee taking service member leave in combination with other leaves pursuant to this regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period.
- d. During the period of service member leave, the district shall require the employee to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district.

K. Catastrophic Sick Leave Donation Plan

1. Definition

Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member or a member of the unit member's family, as defined in Article XI.A.10, for over ten (10) consecutive duty days which requires the unit member to take time off work. A unit member who qualifies for a catastrophic injury or illness leave may not draw upon such leave until exhaustion of all fully paid leave.

2. Days of Entitlement

- a. A unit member may donate up to forty (40) hours of sick leave per year to a catastrophic leave plan subject to the terms and provisions of this section. Sick leave which is donated under this section shall be deducted from the accrued sick leave authorized under Article XI.B.
- b. Only a permanent unit member, who, as a result of a catastrophic illness or injury, as defined above, has exhausted all fully paid leave entitlement, may request and utilize the leave provided. No such leave may be drawn for an injury or illness which arises out of employment.
- c. In the event that the unit member has exhausted all fully paid sick leave during the catastrophic event, the donated time will apply immediately after exhaustion of such sick leave.

3. Procedure

- a. Unit members wishing to solicit donations of sick leave shall provide

the Associate Superintendent of Human Resources with a written request to participate in the program. The request shall include a description of the injury or illness necessitating the request and probable length of absence from work. Family members or association representatives may draft a request in cases where injury or illness prevents the unit member from completing a request. The above information shall be confidential in nature and for human resources department use only.

- b. The District shall publish and post a request for donation notice at each District work site. The notice shall specify a window period for receipt of donations of fifteen (15) work days from the date the notice is published. The notice shall include the name of the requesting unit member and work site. The nature of the injury or illness will be provided if written authorization is received directly from the unit member and/or family representative.
- c. Unit members may donate up to a maximum equivalent of forty (40) hours of sick leave per year. Unit members may not donate sick leave if, as a result of the donation, their balance of accumulated sick leave falls below sixty (60) hours. Donations of sick leave shall be submitted to the District Human Resources department on a form provided by the District (Appendix F). Donated sick leave shall be converted for utilization on a day-to-day basis, meaning the recipient shall be paid at his/her regular rate of pay. Each case will be determined on a year-to-year basis, terminating at the end of each

year. The District shall provide employees donating leave with a verification of sick leave days transferred to the requesting unit member. Unused donation days will be returned to the donor.

d. Unit members receiving donations shall be limited to a maximum of three (3) months within one school year or per catastrophic event. Donated sick leave shall be deducted one day at a time from each participating CSEA bargaining unit donor, rotating through each in alphabetical order, starting at the beginning of the alphabet in odd years and the end of the alphabet in even years, until the designated sick leave has been depleted.

ARTICLE XIII

VACATIONS

A. Vacations

1. Entitlement

Unit members shall be eligible for an annual vacation, paid at the regular rate of pay earned at the time the vacation is commenced. Unit members, however, shall not be entitled to use earned vacation until completion of the initial six months of probationary employment.

A unit member's individual date of hire shall be used for the purpose of computing vacation time. Entitlement to annual vacation time is earned according to the following schedule:

Year of Employment	Vacation Days Earned Per Month on Paid Status	Vacation Earned Per Year			
		12 Month Employee	11 Month Employee	10 Month Employee	9 Month Employee
1-5	1.000	12.00	11.00	10.00	9.00
6	1.083	13.00	12.00	10.75	9.75
7	1.167	14.00	12.75	11.75	10.50
8	1.250	15.00	13.75	12.50	11.25
9	1.333	16.00	14.75	13.25	12.00
10	1.417	17.00	15.50	14.25	12.75
11	1.500	18.00	16.50	15.00	13.50
12	1.583	19.00	17.50	15.75	14.25
13	1.667	20.00	18.25	16.75	15.00

Note: Table refers to a full time employee. See appendix N for pro-ration in hours.

Prior to September 1, 1988, vacation accrual began at the end of the sixth year of employment. Effective September 1, 1988 and from that date forward, vacation accrual will begin at the beginning of the sixth year of employment.

2. Procedures

- a. Vacation time earned during any fiscal year (July 1 to June 30) must

be taken by the end of the next fiscal year unless the District requests otherwise or agrees to a specific request from a unit member. Vacation time may not be accumulated from year to year, nor may a unit member be paid in lieu of vacation time. However, when a unit member is requested by the District to remain on duty because of an unforeseen emergency or condition that could affect the welfare of the District's operation or when the District agrees to a specific request from a unit member, a unit member may accumulate his/her amount of unused vacation for use in the next fiscal year. This carry-over shall not remain accumulated beyond two years

3.

- a. Vacation shall accrue at the rate of one day or 8 hours for each month of service for full time unit members, including summer school. Members working less than eight (8) hours per day shall accrue the same numbers of days in the proportion to the number of regular assigned hours. In order to keep the unit member informed of accrued vacation, the District shall:
 - 1) send written notice of accumulated vacation to each employee before November and in March of each year; and
 - 2) require employees who are in jeopardy of exceeding the maximum allowed carry-over to use vacation prior to the end of their employee work year so that their vacation accumulation will be no larger than the allowable carry-over amount.

- b. Vacation schedules shall be approved by the immediate supervisor or department head within five (5) days of submission. The District shall attempt to schedule vacations at times convenient to the unit member in a manner consistent with the needs of the District, and mutually agreed upon with the unit member whenever possible. Unit members who are not required to work during pupil free days, such as the Thanksgiving, Winter Break and Spring recesses, shall take their vacation during that time. Vacation may be used during non-mandatory professional development days at the unit member's request.
- c. Approved holidays that fall during unit member's vacation shall not be charged against an employee's vacation time. In the event that one or more holidays fall within a scheduled vacation period, such days shall not count as a vacation day.
- d. Upon separation from service with the District, a unit member shall be entitled to lump-sum compensation for all earned and unused vacation, except those unit members who have not completed six months of employment in regular status shall not be entitled to such compensation.
- e. It is recognized that the above vacation schedule may reflect a smaller entitlement to vacation days for certain nine, ten, and eleven month unit members, than was available during the 1977-78 school year. Accordingly, it is agreed that all such current unit members who were employed by the District during the 1977-78 school year,

and who were entitled to more vacation days during that year than under the above schedule, shall be frozen at their level of entitlement for the 1977-78 year until such time as their entitlement under the above schedule becomes equal to that prior level. Thus, it is the parties' intention to implement the above schedule as regards all unit members, but to ensure that no current unit member suffer a reduction from the 1977-78 entitlement to vacation days.

ARTICLE XVI

SALARIES AND HEALTH BENEFITS

A. Salary Adjustments

CSEA and the District subscribe to the concept of fair, equitable salary settlements for all employee groups, and share a commitment to maintain a fiscally sound District budget and reserves. The parties recognize that a single third quartile (or other comparative salary figure) is difficult to define for a salary schedule containing multiple (12) variable benchmarks. Therefore, the parties agree to base CSEA salary schedule adjustments for school years 2012-2013, 2013-2014, and 2014-2015 on the percentage adjustments applied to the Monrovia Teachers Association salary schedule in the following manner:

1. For each of the three years, CSEA shall receive the same percentage figure, whether an increase or decrease, as applied to the Monrovia Teachers Association salary schedule for the same year.
2. The percentage increase or decrease for each year shall be applied directly to the classified salary schedule, unless otherwise negotiated by the District and CSEA.
3. Range adjustments to the third quartile shall be made as classification studies are completed.
4. Range adjustments shall be made without a 'draw down' to the 'Me Too' salary increase.
5. It is agreed that if reductions are necessary according to the October budget review, no reductions shall be made to individual ranges; rather, any

reductions are to be applied across the board to the salary schedule.

6. The parties will utilize this process for determining salary adjustments for school years 2012-2013, 2013-2014, and 2014-2015.
7. If, during that time, the Monrovia Teachers Association revises its current contract language on salary settlements, CSEA shall have the right to reopen negotiations on this section.
8. It is understood and agreed that the manner in which the MTA salary agreement is determined, whether as an increase or as a decrease, is set forth in Article XX , Section A(1) and (2) of the MTA agreement. That language is incorporated by this reference as though fully set forth, and is contained in an appendix to this agreement (Appendix G).
9. Implementation Date: The salary schedule adjustment, whether an increase or decrease, shall be by the percentage determined in paragraphs A-A2, above. The effective date of the salary schedule adjustment shall be the same as that determined for MTA. If the District determines that funds budgeted are insufficient, the Association agrees that the effective date of any increase shall be delayed as may be required to protect the District's reserve funds. Any salary schedule adjustment, whether increase or decrease, shall remain effective through September of the following year, unless specifically negotiated otherwise.

However, the adjustment may be suspended by the District as provided in paragraphs A5.

10. District Financial Protection: The Association recognizes that funding sources and expenditures are controlled at the state level. The Association

also acknowledges that it is within the governing board's prerogative to determine the nature and scope of the educational program to be offered to the students of the District. If the District determines, at the time the governor's funded education COLA is finalized for the school year, that funds are insufficient to pay CSEA unit members on the prior year's salary schedule, as arrived at above, the Association agrees to meet and negotiate a suspension of some or all of the prior year adjustment to the extent needed to ensure the District's financial solvency and a prudent reserve. CSEA expressly understands and agrees that if this process is necessary, salaries may, through this process, be decreased after the beginning of the new school year. CSEA further agrees that the District has the authority to implement a suspension of some or all of the prior year salary increase after the parties have met to negotiate under this paragraph, and that, should the District exercise this authority, such exercise shall not be subject to the requirements of Government Code section 3548 et seq., or section 3543.5 of the Government Code, or Article VI of the collective bargaining agreement.

11. Due to the unique aspects of this formula approach to determining salary increases, and because of the uncertainty of school finance in the state of California which may continue for several more years, either party during the term of this contract may annually elect to reopen the contract for the purpose of renegotiating the implementation of this section by giving notice of such request no later than May 1st of any year of this agreement.

B. Salary Procedures

1. Initial Placement on Salary Schedule

All new unit members shall be appointed at the hiring rate for his/her classification, which shall Be the first step of the schedule.

A. Under special circumstances (such as a shortage of qualified, acceptable candidates and/or a need for special skills or training) and when the previous experience and salary of a new unit member so warrants, as determined by the supervising administration, the hiring rate for a new unit member may be advanced beyond the entry level step of the salary range with the agreement of the president of CSEA and one other CSEA designee, and with the final approval of the Superintendent and the Board of Education.

b. A newly employed unit member may not be initially hired at a rate that is above the fourth step of the appropriate salary range.

2. Step Advancement

Unit members shall receive their first salary step advancement at the successful conclusion of their six (6) month probationary period in the classification, which date shall be deemed their anniversary date. For each subsequent full year of service, commencing with the first day of the pay period nearest to the anniversary date, they shall advance one step, until they reach the maximum on the schedule.

3. Salary Advancement Due to College Credits: Preschool Developmental Aides

In accordance with Senate Bill 230 (EC8360), the District shall increase the base salary for Preschool Developmental Aides who have completed

college course units in childhood education or child development at an accredited U.S. college or university, with a passing grade of "C" or better, according to the following schedule:

12 semester units	2% salary adjustment
18 semester units	4% salary adjustment
24 semester units	6% salary adjustment
30 semester units	8% salary adjustment

For the initial implementation of this section, and for initial employment, unit members may receive credit for a maximum of six semester units or for the number of semester units completed within the immediate prior year.

Salary adjustment for completed units shall begin the first of the month following submission of official college transcripts to the classified personnel office. If such transcripts are delivered to classified personnel after the fifteenth of a month, the salary adjustment shall be effective on the first of the second month following submission.

4. Salary Advancement For Formal Food Service Training: Food Service Worker, Food Service Manager, Assistant Food Service Manager, Food Service Field Manager/Trainer

The District shall increase the base salary for Food Service Workers, Food Service Managers, and Assistant Food Service Managers who have completed formal Food Service training subject to approval by the Associate Superintendent, Human Resources and/or designee.

Unit members may advance on the Food Service Professional Growth Salary Schedule upon presentation of proof of formal training subject to

approval by the Associate Superintendent, Human Resources and/or designee.

Salary adjustment for formal training shall begin the first of the month following submission of documentation of formal training to the classified human resources office. If such documentation is delivered to the classified human resources office after the fifteenth of a month, the salary adjustment shall be effective on the first of the second month following submission.

a. Food Service Workers – Food Service Related Formal Training

Level I	10 hours of formal training	2% salary adjustment
Level II	30 hours of formal training	4% salary adjustment
Level III	60 hours of formal training (training can be part of degree work)	6% salary adjustment
Level IV	90 hours of formal training (training can be part of degree work)	8% salary adjustment

To maintain placement on the Food Service Professional Growth Salary Schedule, Food Service Workers must complete fifteen (15) hours of continuing education every three years.

b. Food Service Managers and Assistant Food Service Managers – Food Service Related Formal Training

Level I	70 hours of formal training	5% salary adjustment
Level II	110 hours of formal training	7.5% salary adjustment
Level III	AA Degree or 60 semester credits from a college or university, including courses in nutrition, dietetics, food systems management, business administration or related area — 150 hours of formal training (training can be part of degree work)	10% salary adjustment
Level IV	Baccalaureate Degree, including courses in nutrition, dietetics, food systems management, business administration or related area — 190 hours of formal training (training can be part of degree work)	12.5% salary adjustment

To maintain placement on the Food Service Professional Growth Salary Schedule, Food Service Managers and Assistant Food Service Managers must complete thirty (30) hours of continuing education every three years.

5. Salary Placement Upon Reemployment

A unit member who had attained permanent employment status and is reemployed within thirty-nine (39) months after termination to a permanent position in his/her former classification shall be placed on the same salary step that was held at the time of resignation. The salary placement for such unit members reemployed in a related lower class or another class shall be at a step which is closest to, but lower than, the salary step level at the time of resignation, not to exceed the maximum salary of the class to which he/she is assigned.

6. Placement After Leave of Absence

Upon a return from a leave of absence, the unit member shall resume the step placement and advancement on the range as if the leave had not been taken; however, unpaid leave time shall not be counted for step-advancement purposes, and the salary anniversary date shall be adjusted.

7. Promotional Increases

Upon promotion to a higher paid classification, a unit member shall be placed at a step in the new class range which will ensure at least a one-step (approximately 5%) increase above the unit member's previous rate. Additional step advancement will be at the beginning of the seventh month in the new classification, and at one-year intervals thereafter, until the

maximum is achieved. For the purpose of this rule, appointment of a unit member to a class with a salary range equal to or below his/her current range shall not be considered a promotion and shall not warrant a salary increase. In such cases, placement will be made on the same rate formerly earned by the unit member, not to exceed the maximum of the range of the class to which he/she is appointed.

8. Placement When Demoted

A unit member who accepts a voluntary demotion shall be placed on the step of the range of the lower class which is closest to the rate earned in the previous higher class, provided that he/she shall not receive a salary increase thereby. The unit member shall retain the anniversary date established in the higher class.

9. Uniforms and Tools

Unit members shall be provided such required uniforms and tools as allowed under applicable District policies and regulations. MOT, custodial and warehouse employees will wear uniforms, with employees' involvement in uniform selection. The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems, and cards required by the district shall be borne by the District. The District will take the responsibility of ensuring compliance with agreement.

10. Mileage, Lodging, and Meal Reimbursement

Unit members shall be afforded such mileage, lodging, and meal reimbursements as are provided under applicable District policies and regulations.

C. General Rules and Procedures Regarding Health Benefits

1. All unit members working four (4) or more hours shall be required to enroll in one of the medical programs or supply the District with written proof of outside coverage.
2. Eligible unit members additionally have the option of enrolling in District dental and/or vision plans.
3. Currently existing designation of a medical program shall continue in effect unless changed during an open enrollment period mutually agreed upon by the Association, District, and the carrier, but changes solely in the designation of dependent coverage shall be permissible in a manner prescribed by the unit member's existing carrier.
4. The District shall take immediate action to provide equivalent or substantially equivalent replacement programs should any program be terminated by a carrier during the term of this Agreement, subject to subsequent negotiations with the Association.
5. Unit members who work a complete school year shall be covered by the applicable plans effective through the last day of September.
6. If the unit member terminates on or before the fifteenth of the month, the insurance coverage will terminate at the end of the month. If the unit member terminates after the fifteenth, the insurance coverage will terminate at the end of the following month. If the unit member terminates at the end of the school year, his/her insurance coverage terminates as of September 30 of that calendar year.
7. If the unit member is employed on or prior to the fifteenth of the month,

his/her insurance coverage will begin the second month.

8. The District's obligations under this Article are limited to the payment of the above-indicated sums.

a. All terms and conditions of the various programs available pursuant to this Article are to be determined by the carriers' respective plans.

b. All disputes concerning such matters are to be resolved between the carrier and the unit member and are not subject to the grievance and arbitration procedures of this Agreement.

D. Longevity Increments

Longevity increments shall be granted upon completion of the following years of service in the district: 15 years, 20 years, 25 years, and 30 years. (See Appendix B – Classified Salary Schedule)

Unit members working less than full-time assignments shall receive a longevity increment in the proportion their regularly assigned time bears to full-time employment. Hereafter as of 2001-2002 subject to salary increase percentage.

Years of service in the District is defined as years of actual full-time service with the District. A complete year of service will be accepted when, in any one school year, a unit member serves at least seventy-five percent (75%) of the number of days of the unit member's regular work year.

E. State Disability Insurance

Effective September 1, 1988, each unit member will be provided with State Disability Insurance (SDI) at employee expense.

ARTICLE XV

SAFETY CONDITIONS

A. District

1. The District shall provide a place of employment that is as safe as the nature of the employment, assigned duties, available personnel, facilities, and finances reasonably permit.
2. Upon notification, the District shall make reasonable efforts to investigate, eliminate, and/or correct any reported unsafe or unhealthful conditions in an expeditious manner, as far as resources permit.

B. Unit Members

1. A unit member shall notify the site administrator of any existing or potentially unsafe or unhealthful condition that comes to his/her attention.
2. A unit member shall not be required to perform duties under conditions that:
 - a. pose an immediate threat of serious bodily harm,
 - b. pose a substantial health, and/or
 - c. cannot be remedied through reasonable action of the unit member.
3. A unit member shall perform duties as outlined in the District Emergency Procedures Handbook in cases of emergency.

C. Safety Committee Procedures

1. After a reasonable amount of time, unresolved health and/or safety concerns shall be reported to the School Safety Committee, which shall include at least one (1) unit member.

2. The School Safety Committee shall: (a) review the concerns and (b) submit recommendations, as appropriate, to the District Safety Committee, as outlined in Board Policy.
3. The District Safety Committee shall report to the Superintendent, at least once annually (or more often as necessary), regarding unresolved health and/or safety concerns and recommended solutions.
4. The Superintendent shall report to the Board of Education at least once annually concerning the unresolved health and/or safety issues and recommendations presented by the District Safety Committee.
5. The Board of Education shall consider the recommendations of the District Safety Committee when setting budget priorities for the coming school year.

D. Personal Property Damage

The Board of Education does not authorize payment for the reimbursement of employee personal property that may be stolen or intentionally destroyed or damaged while being used for work related purposes. See BP 4156.3

ARTICLE XVI

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by my tribunal of competent jurisdiction pending a final determination as to its validity, the remainder of this Agreement, or the application of such provision as to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. When any such decision or change in law becomes final, the parties hereto, upon request by either one, shall thereafter meet within (10) working days and renegotiate regarding the provisions affected.

ARTICLE XVII

ENTIRE AGREEMENT

- A. It is understood that the specific provisions contained in this Agreement shall prevail over present and past District practices, procedures, and regulations and that such practices, procedures, and regulations that are not expressly and explicitly stated in this Agreement are discretionary to the District, except as specified in Section D below.
- B. In the event of conflict between the terms of this Agreement and any Board policies, procedures, or individual contracts of employment, the terms of this Agreement shall prevail.
- C. The Association and the District agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment.
- D. This article is not intended to permit the District to make changes (in violation of the Rodda Act) to past benefits or practices not contained in this Agreement which are within the mandatory scope of bargaining.

ARTICLE XIX

DURATION AND RENEGOTIATION

- A. This Agreement shall become effective July 1, 2018 upon adoption by the Board of Education (the "Board").
- B. The salary and benefit provisions are, pursuant to their terms, effective per annual agreement, and any salary and benefit payments that are or were not made on a timely basis due to the date of adoption of this Agreement shall be made retroactively by the District as soon as practicable.
- C. All articles of this Agreement may be opened by either party for the purposes of negotiating.
- D. This Agreement shall remain in full force and effect up to and including June 30, 2021.

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APPENDIX

- A. Listing of Classified Salary Ranges
- B. Classified Salary Schedule
- C. Preschool Developmental Aide Professional Growth Schedule
- D. Food Service Positions Professional Growth Schedule
- E. Classified Personnel Evaluation
- F. Catastrophic Leave Plan
- G. MTA Salary Formula Language (MTA Article XX-A, Sections 1-2)

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MONROVIA UNIFIED SCHOOL DISTRICT
LISTING OF CLASSES AND SALARY RANGES

MAINTENANCE AND OPERATIONS CLASSES

CUSTODIAL

Head Custodian III	29
Head Custodian II	26
Head Custodian I	24
* Custodian	20

FOOD SERVICE

Production Center Manager – Monrovia High School	27
Food Services Manager	21
Assistant Food Services Manager	19
* Food Service Worker	12

GROUNDS

Lead Groundskeeper	28
Groundskeeper II	23
* Groundskeeper I	21

MAINTENANCE

Skilled Maintenance Electrician	33
Skilled Maintenance Plumber	33
Theater Operations Specialist	33
Skilled Maintenance Painter	32
General Maintenance Worker II	30
* General Maintenance Worker I	25

SECURITY

Lead Campus Security Officer	28
* Campus Security Officer	24
Campus Supervisor	17

TRANSPORTATION

Mechanic-Bus Driver	34
Lead Bus Driver	28
* Bus Driver	24

WAREHOUSE

* Warehouse Operator/Delivery Driver	23
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INSTRUCTIONAL ASSISTANCE CLASSES

Counselor Technician	32
Licensed Vocational Nurse/Instructional Assistant	24
Licensed Vocational Nurse/Instructional Assistant 1:1	24
Instructional Assistant	21
Instructional Assistant-Special Education	21
Instructional Assistant-Behavior 1:1	20
Instructional Assistant-Computer Lab	20
Instructional Assistant-Severe Disabilities 1:1	20
Instructional Aide-Severe Disabilities	18
Instructional Aide-Special Education	17
Instructional Aide-Special Education 1:1	17
* Instructional Aide-Kindergarten	15
Preschool Developmental Aide	15

* **Benchmark position**

CLERICAL AND OFFICE CLASSES

ACCOUNTING

Accounting Technician II	36
Accounting Technician	32
Compensatory Education Technician	31
* Senior Account Clerk	26
ASB Clerk	24
Food Service Accounting Clerk	24

CLERICAL/SECRETARIAL

Special Education Administrative Secretary	34
Technology Administrative Secretary	34
Adult Education Senior Secretary	30
Food Services Assistant	29
Maintenance, Operations & Transportation Assistant	29
Senior Secretary	29
Personnel Specialist	28
Bilingual Technician	26
Personnel Technician	26
* School Office Manager	26
Extended School Program Manager	24
Purchasing & Warehouse Assistant	24
Secretary	24
High School Registrar	23
Clerical Assistant III	22
Clerical Assistant II	19
School/Community Liaison	19
Clerical Assistant I	17

HEALTH SERVICES

Health Assistant II	26
* Health Assistant I	20
Health Clerk	18

LIBRARY/MEDIA

Library Media Specialist III	26
Library Media Specialist II	25
* Library Technician I	22

SPECIAL SERVICES

EXTENDED SCHOOL PROGRAMS

After School Site Manager	21
After School Activity Leader	15

SPECIAL SERVICES

Occupational Therapist	56
Speech Language Pathology Assistant	32

TECHNOLOGY

Data Support Specialist	45
* Technology Support Specialist	42
Technology Support Assistant	38
Data Support Clerk	26

Campus Assistant	4
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MONROVIA UNIFIED SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE
(NON-12 MONTH EMPLOYEES)

Salary Range	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Salary Range
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	
4	2,148.45	12.40	2,261.53	13.05	2,318.42	13.37	2,376.75	13.71	2,436.54	14.07	2,559.65	14.78	4
10	2,314.56	13.36	2,436.54	14.07	2,559.65	14.78	2,689.40	15.51	2,825.81	16.32	2,968.88	17.12	10
11	2,372.23	13.68	2,497.53	14.41	2,623.96	15.14	2,757.07	15.91	2,896.79	16.70	3,043.17	17.56	11
12	2,432.10	14.04	2,559.65	14.78	2,689.40	15.51	2,825.81	16.32	2,968.88	17.12	3,119.71	18.00	12
13	2,493.11	14.39	2,623.96	15.14	2,757.07	15.91	2,896.79	16.70	3,043.17	17.56	3,197.32	18.45	13
14	2,555.20	14.75	2,689.40	15.51	2,825.81	16.32	2,968.88	17.12	3,119.71	18.00	3,277.18	18.91	14
15	2,619.55	15.12	2,757.07	15.91	2,896.79	16.70	3,043.17	17.56	3,197.32	18.45	3,359.25	19.39	15
16	2,684.96	15.49	2,825.81	16.32	2,968.88	17.12	3,119.71	18.00	3,277.18	18.91	3,443.56	19.87	16
17	2,751.52	15.88	2,896.79	16.70	3,043.17	17.56	3,197.32	18.45	3,359.25	19.39	3,530.04	20.36	17
18	2,820.26	16.27	2,968.88	17.12	3,119.71	18.00	3,277.18	18.91	3,443.56	19.87	3,618.76	20.89	18
19	2,891.25	16.67	3,043.17	17.56	3,197.32	18.45	3,359.25	19.39	3,530.04	20.36	3,709.71	21.41	19
20	2,963.33	17.10	3,119.71	18.00	3,277.18	18.91	3,443.56	19.87	3,618.76	20.89	3,802.87	21.95	20
21	3,037.63	17.52	3,197.32	18.45	3,359.25	19.39	3,530.04	20.36	3,709.71	21.41	3,898.25	22.50	21
22	3,113.05	17.96	3,277.18	18.91	3,443.56	19.87	3,618.76	20.89	3,802.87	21.95	3,995.84	23.05	22
23	3,191.78	18.42	3,359.25	19.39	3,530.04	20.36	3,709.71	21.41	3,898.25	22.50	4,095.65	23.63	23
24	3,271.64	18.88	3,443.56	19.87	3,618.76	20.89	3,802.87	21.95	3,995.84	23.05	4,197.68	24.22	24
25	3,353.70	19.35	3,530.04	20.36	3,709.71	21.41	3,898.25	22.50	4,095.65	23.63	4,303.05	24.83	25
26	3,438.01	19.84	3,618.76	20.89	3,802.87	21.95	3,995.84	23.05	4,197.68	24.22	4,410.63	25.44	26
27	3,524.49	20.33	3,709.71	21.41	3,898.25	22.50	4,095.65	23.63	4,303.05	24.83	4,520.42	26.08	27
28	3,613.22	20.86	3,802.87	21.95	3,995.84	23.05	4,197.68	24.22	4,410.63	25.44	4,633.54	26.73	28
29	3,703.05	21.37	3,898.25	22.50	4,095.65	23.63	4,303.05	24.83	4,520.42	26.08	4,748.88	27.40	29
30	3,796.20	21.91	3,995.84	23.05	4,197.68	24.22	4,410.63	25.44	4,633.54	26.73	4,867.51	28.08	30
31	3,890.48	22.45	4,095.65	23.63	4,303.05	24.83	4,520.42	26.08	4,748.88	27.40	4,989.54	28.79	31
32	3,988.07	23.01	4,197.68	24.22	4,410.63	25.44	4,633.54	26.73	4,867.51	28.08	5,113.75	29.51	32
33	4,087.89	23.59	4,303.05	24.83	4,520.42	26.08	4,748.88	27.40	4,989.54	28.79	5,241.27	30.25	33
34	4,189.91	24.17	4,410.63	25.44	4,633.54	26.73	4,867.51	28.08	5,113.75	29.51	5,372.15	31.00	34
35	4,294.17	24.78	4,520.42	26.08	4,748.88	27.40	4,989.54	28.79	5,241.27	30.25	5,506.35	31.77	35
36	4,401.73	25.40	4,633.54	26.73	4,867.51	28.08	5,113.75	29.51	5,372.15	31.00	5,643.86	32.58	36
37	4,511.53	26.03	4,748.88	27.40	4,989.54	28.79	5,241.27	30.25	5,506.35	31.77	5,784.70	33.37	37
38	4,624.66	26.67	4,867.51	28.08	5,113.75	29.51	5,372.15	31.00	5,643.86	32.58	5,928.88	34.21	38
39	4,739.99	27.35	4,989.54	28.79	5,241.27	30.25	5,506.35	31.77	5,784.70	33.37	6,077.49	35.07	39
40	4,857.56	28.03	5,113.75	29.51	5,372.15	31.00	5,643.86	32.58	5,928.88	34.21	6,229.44	35.95	40
41	4,979.56	28.72	5,241.27	30.25	5,506.35	31.77	5,784.70	33.37	6,077.49	35.07	6,384.69	36.84	41
42	5,103.76	29.45	5,372.15	31.00	5,643.86	32.58	5,928.88	34.21	6,229.44	35.95	6,544.39	37.75	42
52	6,532.18	37.68	6,875.99	39.66	7,224.24	41.67	7,590.20	43.80	7,973.94	46.01	8,377.62	48.35	52
56	7,210.92	41.60	7,590.20	43.80	7,973.94	46.01	8,377.62	48.35	8,802.37	50.78	9,247.09	53.36	56

Step 1 (Entry Level) is 95% of Step 2
2.5% between ranges

Monthly salaries = 8 hours per day
Hourly rates = Monthly salary / 173.333

Longevity increment (prorated) shall be granted upon completion of the following years of service in the district:

Effective: 07/01/2020
(7/2020)

15 years	20 years	25 years	30 years
\$762	\$1,249	\$1,719	\$2,155

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MONROVIA UNIFIED SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE
(12 MONTH EMPLOYEES)

Salary Range	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step 5 Monthly	Step 6 Monthly	Salary Range
10	2,325.59	2,448.16	2,571.85	2,702.22	2,839.30	2,983.04	10
11	2,383.53	2,509.46	2,636.48	2,770.22	2,910.61	3,057.70	11
12	2,443.71	2,571.85	2,702.22	2,839.30	2,983.04	3,134.59	12
13	2,504.99	2,636.48	2,770.22	2,910.61	3,057.70	3,212.59	13
14	2,567.40	2,702.22	2,839.30	2,983.04	3,134.59	3,292.82	14
15	2,632.05	2,770.22	2,910.61	3,057.70	3,212.59	3,375.27	15
16	2,697.77	2,839.30	2,983.04	3,134.59	3,292.82	3,459.98	16
17	2,764.65	2,910.61	3,057.70	3,212.59	3,375.27	3,546.89	17
18	2,833.71	2,983.04	3,134.59	3,292.82	3,459.98	3,636.03	18
19	2,905.03	3,057.70	3,212.59	3,375.27	3,546.89	3,727.40	19
20	2,977.47	3,134.59	3,292.82	3,459.98	3,636.03	3,821.02	20
21	3,052.12	3,212.59	3,375.27	3,546.89	3,727.40	3,916.84	21
22	3,127.91	3,292.82	3,459.98	3,636.03	3,821.02	4,014.89	22
23	3,207.01	3,375.27	3,546.89	3,727.40	3,916.84	4,115.79	23
24	3,287.26	3,459.98	3,636.03	3,821.02	4,014.89	4,217.70	24
25	3,369.71	3,546.89	3,727.40	3,916.84	4,115.79	4,323.57	25
26	3,454.41	3,636.03	3,821.02	4,014.89	4,217.70	4,431.66	26
27	3,541.31	3,727.40	3,916.84	4,115.79	4,323.57	4,541.99	27
28	3,630.45	3,821.02	4,014.89	4,217.70	4,431.66	4,655.63	28
29	3,720.71	3,916.84	4,115.79	4,323.57	4,541.99	4,771.54	29
30	3,814.33	4,014.89	4,217.70	4,431.66	4,655.63	4,890.76	30
31	3,909.04	4,115.19	4,323.57	4,541.99	4,771.54	5,013.33	31
32	4,007.09	4,217.70	4,431.66	4,655.63	4,890.76	5,138.15	32
33	4,107.39	4,323.57	4,541.99	4,771.54	5,013.33	5,266.30	33
34	4,209.91	4,431.66	4,655.63	4,890.76	5,138.15	5,397.78	34
35	4,314.65	4,541.99	4,771.54	5,013.33	5,266.30	5,532.60	35
36	4,422.73	4,655.63	4,890.76	5,138.15	5,397.78	5,670.77	36
37	4,533.05	4,771.54	5,013.33	5,266.30	5,532.60	5,812.30	37
38	4,646.71	4,890.76	5,138.15	5,397.78	5,670.77	5,957.17	38
39	4,762.61	5,013.33	5,266.30	5,532.60	5,812.30	6,106.49	39
40	4,880.72	5,138.15	5,397.78	5,670.77	5,957.17	6,259.15	40
41	5,003.30	5,266.30	5,532.60	5,812.30	6,106.49	6,415.16	41
42	5,128.11	5,397.78	5,670.77	5,957.17	6,259.15	6,575.62	42
56	7,245.34	7,626.41	8,011.97	8,417.58	8,844.36	9,291.20	56

Step 1 (Entry Level) is 95% of Step 2
2.5% between ranges

Monthly salaries = 8 hours per day
Hourly rates = Monthly salary / 173.333

Longevity increment (prorated) shall be granted upon completion of the following years of service in the district:

Effective: 07/01/2020
(Rev 07/2020)

15 years - \$762 25 years - \$1,719
20 years - \$1,249 30 years - \$2,155

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**MONROVIA UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE**

**PRESCHOOL DEVELOPMENTAL AIDE PROFESSIONAL GROWTH SCHEDULE
(BARGAINING UNIT)**

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
15	15.12	15.91	16.70	17.55	18.45	19.38
15-A	15.41	16.23	17.05	17.92	18.82	19.79
15-B	15.75	16.54	17.38	18.27	19.19	20.17
15-C	16.03	16.86	17.72	18.60	19.56	20.55
15-D	16.33	17.17	18.05	18.96	19.92	20.94

Range 15-A	2% increase earned upon successful completion of twelve semester units of Early Childhood Education or Child Development
Range 15-B	4% increase earned upon successful completion of eighteen semester units of Early Childhood Education or Child Development
Range 15-C	6% increase earned upon successful completion of twenty-four semester units of Early Childhood Education or Child Development
Range 15-D	8% increase earned upon successful completion of thirty semester units of Early Childhood Education or Child Development

Effective: 07/01/2020
(7/2020)

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**MONROVIA UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE - FOOD SERVICE POSITIONS
PROFESSIONAL GROWTH SCHEDULE**

Salary Range	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
FOOD SERVICE WORKER												
12	2432.10	14.04	2559.65	14.78	2689.40	15.51	2825.81	16.32	2968.88	17.12	3119.71	18.00
12-A	2479.79	14.32	2610.65	15.06	2743.75	15.84	2882.37	16.62	3028.78	17.48	3181.82	18.36
12-B	2528.60	14.59	2661.68	15.35	2796.98	16.14	2938.94	16.96	3087.53	17.83	3245.03	18.72
12-C	2577.38	14.87	2712.69	15.64	2851.32	16.46	2995.49	17.27	3147.42	18.17	3307.13	19.08
12-D	2626.19	15.15	2764.80	15.96	2904.56	16.76	3052.06	17.62	3206.22	18.50	3369.24	19.44
ASSISTANT FOOD SERVICE MANAGER												
19	2891.25	16.67	3043.17	17.56	3197.32	18.45	3359.25	19.39	3530.04	20.36	3709.71	21.41
19-A	3035.43	17.51	3195.12	18.44	3357.04	19.36	3527.21	20.35	3706.54	21.39	3895.20	22.49
19-B	3108.62	17.94	3271.64	18.88	3436.88	19.84	3611.20	20.85	3795.73	21.90	3987.93	23.01
19-C	3179.59	18.35	3347.06	19.31	3516.74	20.29	3695.18	21.33	3883.05	22.41	4080.69	23.54
19-D	3252.78	18.77	3423.59	19.76	3596.59	20.76	3779.16	21.81	3971.30	22.92	4173.42	24.08
FOOD SERVICE MANAGER												
21	3037.63	17.52	3197.32	18.45	3359.25	19.39	3530.04	20.36	3709.71	21.41	3898.25	22.50
21-A	3189.58	18.41	3357.04	19.36	3527.21	20.35	3706.54	21.39	3895.20	22.49	4093.16	23.62
21-B	3264.99	18.84	3436.88	19.84	3611.20	20.85	3795.73	21.90	3987.93	23.01	4190.61	24.18
21-C	3340.39	19.28	3516.74	20.29	3695.18	21.33	3883.05	22.41	4080.69	23.54	4288.07	24.74
21-D	3416.92	19.73	3596.59	20.76	3779.16	21.81	3971.30	22.92	4173.42	24.08	4385.54	25.30
PRODUCTION CENTER MANAGER-BRADOAKS												
23	3191.78	18.42	3359.25	19.39	3530.04	20.36	3709.71	21.41	3898.25	22.50	4095.65	23.63
23-A	3350.86	19.33	3527.21	20.35	3706.54	21.39	3895.20	22.49	4093.16	23.62	4300.43	24.81
23-B	3430.64	19.81	3611.20	20.85	3795.73	21.90	3987.93	23.01	4190.61	24.18	4402.80	25.41
23-C	3510.41	20.26	3695.18	21.33	3883.05	22.41	4080.69	23.54	4288.07	24.74	4505.21	25.99
23-D	3590.20	20.71	3779.16	21.81	3971.30	22.92	4173.42	24.08	4385.54	25.30	4607.60	26.58
PRODUCTION CENTER MANAGER-MHS												
27	3524.49	20.33	3709.71	21.41	3898.25	22.50	4095.65	23.63	4303.05	24.83	4520.42	26.08
27-A	3700.44	21.36	3895.20	22.49	4093.16	23.62	4300.43	24.81	4518.19	26.07	4746.44	27.39
27-B	3788.54	21.87	3987.93	23.01	4190.61	24.18	4402.80	25.41	4625.78	26.67	4859.46	28.03
27-C	3876.64	22.37	4080.69	23.54	4288.07	24.74	4505.21	25.99	4733.34	27.32	4972.46	28.67
27-D	3964.76	22.87	4173.42	24.08	4385.54	25.30	4607.60	26.58	4840.92	27.93	5085.47	29.35

Level I Certification	Range 12-A	10 hours of formal training (2% salary adjustment)
	Range 19-A	70 hours of formal training (5% salary adjustment)
	Range 21-A	
	Range 23-A	
	Range 27-A	
Level II Certification	Range 12-B	30 hours of formal training (4% salary adjustment)
	Range 19-B	110 hours of formal training, may be part of degree work (7.5% salary adjustment)
	Range 21-B	
	Range 23-B	
	Range 27-B	
Level III Certification	Range 12-C	60 hours of formal training, may be part of degree work (6% salary adjustment)
	Range 19-C	AA degree or 60 semester credits from a college or university, including courses in nutrition, dietetics, food systems management, business administration, or a related area, OR 150 hours of formal training, may be part of degree work (10% salary adjustment)
	Range 21-C	
	Range 23-C	
	Range 27-C	
Level IV Certification	Range 12-D	90 hours of formal training, may be part of degree work (8% salary adjustment)
	Range 19-D	Baccalaureate degree, including courses in nutrition, food systems management, business administration, or a related area, OR 190 hours of formal training, may be part of degree work (12.5% salary adjustment)
	Range 21-D	
	Range 23-D	
	Range 27-D	

Effective: 07/01/2020
(7/2020)

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MONROVIA UNIFIED SCHOOL DISTRICT CLASSIFIED EVALUATION

The performance evaluation is of prime importance to both the supervisor and the employee, and should serve the following purposes:

- 1) Let the employee know if his/her work performance meets expected standards.
- 2) Recognize good work and areas of strength.
- 3) Determine training needs.
- 4) Help the employee and the supervisor develop goals and objectives to improve work performance.

Employee:		
Class Title:		Site:
Supervisor:		Last Evaluation Date:
Reviewer:		Evaluation Date:
Probationary:	<input type="checkbox"/> First Assessment <input type="checkbox"/> First Probationary <input type="checkbox"/> Second Assessment <input type="checkbox"/> Final Probationary	Annual <input type="checkbox"/>

Performance Standards: Each standard is to be rated using the following scale:

- (S) Satisfactory** - Work performance consistently meets the standards for the position. This is the performance that is expected of a trained and qualified employee.
- (M) Meets Requirements** - Performance meets standards
- (N) Needs Improvement** - Performance does not meet standards. Performance needs improvement to achieve permanency in this position.
- (U) Unsatisfactory** - Performance does not meet standards. Serious weakness in work performance, efficiency or attitude. Lack of improvement may lead to dismissal

**PLEASE NOTE: Performance standards rated as Needs Improvement or Unsatisfactory must be fully documented in the written comment section and require goals for performance improvement.

S	M	N	U		Essential Job Functions For This Classification
				1.	
				2.	
				3.	
				4.	
				5.	
				6.	
S	M	N	U		Essential Job Functions For This Classification
				7.	
				8.	

MONROVIA UNIFIED SCHOOL DISTRICT CLASSIFIED EVALUATION

				9.	
				10.	
				11.	
				12.	

S	M	N	U		District Standards For All Classifications
				A.	Compliance with Policies, Rules and Regulations - Understands and follows District and departmental policies, rules and regulations, including safety practices.
				B.	Attendance and Punctuality - Observes time and work schedules.
				C.	Effective Working Relationships - Courtesy, cooperativeness, tactfulness, willingness to help others in contacts with students, staff, supervisors and public. Uses appropriate language, tone, English usage in both face-to-face and telephone situations.
				D.	Customer Service - Focuses performance on improving products, services, information and interactions for customers such as students, staff, parents, public and vendors, etc.
				E.	Flexibility/Willingness to Accept Suggestions - Able to adjust to change/Open and responsive to suggestions and direction.

Written Comments/Improvement Goals

Please identify the Essential Job Function or Performance Standard being referenced by number/letter.

For all N and U ratings indicate the specifics of the rating, goals for improvement, and timeline for completion of improvement goals.

Number Or Letter	Comment/Justification for Rating	Goals for Performance Improvement	Timeline

Summary of Accomplishments

Please identify job strengths and superior performance.

1.	
2.	
3.	

Professional Growth and Development Goals (Training, education, seminars, etc.)

MONROVIA UNIFIED SCHOOL DISTRICT CLASSIFIED EVALUATION

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This evaluation included input from the following: (optional)

Name _____ Position: _____

Name _____ Position: _____

Overall Performance Rating- **PROBATIONARY** Employee

At the conclusion of the probationary period, employee will attain permanency in the classification.

EXEMPLARY RATINGS	MEETS REQUIREMENTS	NEEDS IMPROVEMENT	UNSATISFACTORY PERFORMANCE RATINGS

Overall Performance Rating- **PERMANENT** Employee

EXEMPLARY RATINGS	MEETS REQUIREMENTS	NEEDS IMPROVEMENT	UNSATISFACTORY PERFORMANCE RATINGS

This document will be placed in your personnel file in ten (10) working days. You have the right to make any signed written comments, which will be attached to this evaluation.

I certify that this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement.

Employee _____ Date: _____

Supervisor _____ Date: _____

Asst. Supt HR _____ Date: _____

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**MONROVIA UNIFIED SCHOOL DISTRICT
CATASTROPHIC SICK LEAVE
DONATION FORM FOR CSEA EMPLOYEES**

EMPLOYEE NAME (CSEA BARGAINING UNIT DONOR)	
WORK LOCATION	POSITION

Name of the CSEA bargaining unit member to whom I would like to donate unused sick leave.	
Number of hours, in eight (8) hour increments , that I would like to donate for this illness from July, _____ to June, _____.	

I understand that I must have a surplus of sixty (60) hours of sick leave.	
EMPLOYEE SIGNATURE	DATE

DISTRICT USE ONLY

CERTIFICATION BY CLASSIFIED PAYROLL:	
Employee will have surplus of at least sixty (60) hours of sick leave after donation.	
_____ No. of Hours	_____ Signature - Classified Payroll

Number of hours approved for donation: _____
This form will be returned to the donor by the end of the school year.

REVIEWED BY:	
_____ CSEA Representative or Designee	_____ Date
_____ Human Resources Administrator	_____ Date

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MTA SALARY FORMULA LANGUAGE

ARTICLE XX

TOTAL COMPENSATION FORMULA

A. Salary Compensation

The Monrovia Unified School District (“District”) and the Monrovia Teachers Association (“MTA”), in a covenant of openness and trust, have a mutual interest in providing a timely, well defined, equitable, collaborative, and interdependent decision-making process, which provides competitive wages, salary and benefit packages to our employees within the constraints of available resources. This can be achieved through the use of mutually-agreed upon objective criteria, with the goal of maintaining salaries at the third (3rd) quartile among a sample of comparable school districts. The District and Association recognize that employee compensation is an integral part of the budget and have a mutual interest in establishing a budget development process that includes input from stakeholders. The District will establish an on-going Budget Advisory Committee to give input into the budgeting process (both in good times and in bad) with representatives from MTA, CSEA and District negotiations members and all other unrepresented employee groups. This Budget Advisory Committee will schedule meetings in October, March and May of every school year.

1. Structure of the Fair Share Formula

The agreed upon formula deals with cost increases in total compensation, defined as the salary schedule increases, step and column cost increases and health and welfare benefit cost increases. All “new revenue” shall be subject to the distribution calculation described herein. “New revenue” will be defined as new, ongoing, unrestricted money received from the state and/or federal government defined as the year-to-year change, including COLA, deficit reduction and equalization, or any change in base revenue limit funding. The parties intend that the agreed upon percentage of “new revenue” shall be applied to bargaining unit compensation.

Step one: The process of calculating the fair share formula will begin when both the current year Adopted State Budget and prior year unaudited actuals become available. (Sometime in September/October.) The parties will first review and agree on the amount of “new revenue” actually received from the state. The amount is determined by calculating the actual funded increase in the base revenue limit between the prior year and the current year multiplied by the funded ADA for the current year.

Step two: The parties agree that the percentage of “new revenue”, from step one above, shall be dedicated to Monrovia Teachers Association (MTA) bargaining unit compensation. That percentage shall be prior year MTA compensation (salary and benefits) expressed as a percentage of the applicable total restricted and unrestricted programs as defined in Appendix A. The parties agree to discuss any major changes in funding or staffing where either side considers the generated baseline percentage to be unfair or unworkable. That percentage shall be used and applied to the available unrestricted dollars as defined above to compute the dollars available for compensation increases for the teachers’ bargaining unit for each year of the duration of this agreement.

Step three: The cost of step and column for the current year, calculated by moving all eligible unit members down and across the schedule, shall be compared to the cost of step and column for the previous year. The net change in step and column cost shall be added to or deducted from the “new revenue” computed in Step One.

Step four: Any change in the cost of health benefits from the prior year to the current year will then be computed. The net change of the MTA portion will be added to or deducted from the new revenues computed in Step Two. Health benefit plans will be negotiated subject to the recommendations of the District's insurance committee represented by all employee groups. It is the intent of the District and MTA Negotiating teams to provide health benefit coverage to all eligible employees and to share the cost of benefit increases between employees and the District. At the time of implementation of this Total Compensation Formula (Salary plus Benefits) the teams agree to meet to determine the amount of the District contribution and how to divide the total compensation between salary and benefits (i.e. higher salary with higher out of pocket costs for benefits vs. lower salary with lower out of pocket costs for benefits).

Step five: The remaining net dollars available for salary compensation shall be divided by the cost of a 1% increase. If the resulting percentage results in a positive increase, the resulting percentage (rounded to the nearest hundredth of a percent) will be added to the salary schedule as an across the board salary increase. Any increase in salary would be paid retroactive to the beginning of the fiscal school year. The MTA certificated bargaining unit may, however, request that the dollars be applied to the salary schedule in a different manner, such as stipends or other incentives, or other items of mutual interest, and the District will cooperate in making such adjustments. In no event will the bargaining unit member's salary schedule be automatically reduced in the event that the percentage due is negative. If this formula yields a negative amount, the teams agree to suspend the formula and will meet to continue discussions.

Step six: The results of Step five will be incorporated in the District's preliminary three year budget projection per AB1200. In the event this does not result in a balanced three-year budget projection, the parties agree to further negotiations to develop options for resolving the budget deficit.

2. Additional Considerations

- a. In the event that new one-time, unrestricted state or federal money becomes available, the parties agree to meet and discuss the intent of these monies and mutually agree if they should be applied to the total compensation formula in a one-time manner and not be applied to the salary schedule.
- b. In the interest of attracting and retaining quality staff with a goal of remaining at the 3rd quartile with comparable districts, a comparability study will be conducted every three years using a teacher salary scattergram to compare total compensation (salary and benefits). If the results show that the District is not at the 3rd quartile goal, the teams will meet and develop a plan to meet that goal. Teams will develop a list of at least 15 comparable-sized districts in Los Angeles County.
- c. Appendix A – The purpose of this appendix is to define the current sources of school funding applicable to MTA compensation.
- d. In the event of major changes to the structure or sources of school funding, both parties agree to meet and update this Appendix A to reflect current funding realities in a way that honors the intent of this formula.

