

**AGREEMENT**

**BETWEEN THE**

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION  
AND ITS CHAPTER 9 (CSEA)**

**AND THE**

**ROSEMEAD SCHOOL DISTRICT**

**JULY 1, 2019 – JUNE 30, 2022**

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## **PREAMBLE**

This Agreement is made and entered into this **16** day of **January 2020**, by and between the Rosemead School District (“District”) and Rosemead Chapter 9, an affiliate of the California School Employees Association (“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 pursuant to the Educational Employment Relations Act (“EERA”), commencing at Government Code section 3540.



## ARTICLE I – RECOGNITION

### 1.0 Recognition.

For the term of this Agreement, the District recognizes the Association as the exclusive representative for the following unit of employees:

Included: All of the District’s classified employees which shall include but not be limited to the following major groupings of jobs: Cafeteria Assistant I, Cafeteria Assistant II, Cafeteria Assistant III, Food Service Cook/Manager, Health Services Technician, Multi-Media Specialist, Custodian I, Head Custodian, Groundsperson, Lead Groundsperson, Lead Multi-Skilled Maintenance Person, Co-Lead Multi-Skilled Maintenance Person, Multi-Skilled Maintenance Person, Utility M&O, Instructional Aide-Special Education, Severe Disabilities, R.N. Severe Disabilities, Warehouse/Delivery Person, Clerk Typist, Elementary School Office Manager, Account Clerk, Computer Operator, Intermediate Account Clerk, Buyer, Instructional Aide, Community Liaison Aide, Middle School Office Manager, Senior Clerk Typist, Senior Secretary, Accounting Technician, Administrative Secretary, Network Systems Support Technician, Safe Care Instructor, Safe Care Instructor’s Assistant, A.S.A.R.T. Lead, A.S.A.R.T. Assistant, Preschool Instructor, Preschool Instructor’s Assistant, and Noon Supervision Aides employed in a second classification, as per Education Code 45103.

Excluded: Breakfast and Noon Duty Supervisors (by whatever name) when the job description does not authorize or require the performance of duties other than playground supervision of students for the purpose of providing certificated personnel with a duty free lunch period, and those positions which can lawfully be declared management, confidential, and supervisory.

Management, confidential, and supervisory personnel as defined in the Government Code, short-term employees employed and paid for less than seventy-five percent (75%) of a school year to perform services, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis; substitute employees;

defined as any person employed to replace a classified employee temporarily absent from duty.

**1.1 Equitable Treatment.**

In the event the District, following the date of this Agreement, grants a salary/benefits (total compensation) increase greater in percentage than granted under this Agreement for the **2013-2014** school year only to any other unit, represented or unrepresented, the classified bargaining unit shall receive the same percentage increase as well as the same effective date. Such increase, if any, shall amount only to the difference between the increase granted to another unit and any increase negotiated pursuant to this Agreement.

Subject to the same terms and conditions, if any unit, represented or unrepresented, benefits from an adjustment in working time for the **2013-2014** school year only, the classified bargaining unit shall be entitled to the same or comparable adjustment. This clause shall not be triggered by internal movement or adjustments (step, column, longevity, anniversary or reclassification) nor shall it be affected by agreements arrived at prior to the effective date of this Agreement, provided however, that CSEA has knowledge of such agreements.

CSEA will determine the distribution of the total compensation package (salary and health/welfare benefits) adjustment.

**1.2 No Discrimination.**

Pursuant to applicable law, there shall be no unlawful discrimination or harassment by the District or the Association against any unit member because of his/her race, gender, national origin, religion, marital status, age, physical handicap, CSEA membership or activities, or refusal to join CSEA and/or participate in its activities.

## ARTICLE II – MANAGEMENT RIGHTS

### 2.0 Management Rights.

All District rights, powers, authority and functions, including rights to direct, manage and control the school district, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, to the full extent of the law shall remain vested exclusively in the District except to the extent specifically surrendered by the express provisions of this Agreement.

### 2.1 Contracting Out.

During the life of this Agreement, the District agrees that it shall not contract out bargaining unit work which is contrary to law.

## ARTICLE III – ORGANIZATIONAL SECURITY

### 3.1 Membership.

- 3.1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of the Janus decision.
- 3.1.2 The District shall not interfere 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. The District need not need keep track of this period, which shall be tracked by CSEA within its membership database. Pursuant to EC 45168, CSEA shall provide the District with notification of any change related to dues deductions, in a timely manner, to allow the District an opportunity to make the necessary adjustments. CSEA shall indemnify the District for any claims made by an employee challenging dues deductions and/or the process for renewal and/or revocation.

### 3.2 Dues Deduction.

- 3.2.1 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. CSEA shall, on an annual basis, provide the District with CSEA's certification that CSEA has each employee's authorization for payroll deductions. CSEA shall indemnify the District for any claims arising from its compliance with this section.
- 3.2.2 The District shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain CSEA's approval before processing any revocation request.

3.2.3 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.

3.2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

### **3.3 Other Deductions.**

3.3.1 The District shall, upon appropriate written authorization from any employees, deduct and make appropriate remittance for insurance premiums, credit union payments, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within a timely manner, all sums so deducted.

### **3.4 Membership Information.**

3.4.1 Board shall continue policy of providing District information pertinent to bargaining procedure to Association.

3.4.2 CSEA shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members' personal addresses, personal phone number, personal cellular phone number, personal email addresses, and status as a union member as part of the District's disclosure of this information to CSEA pursuant to AB 119.

3.4.3 District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

### **3.5 Hold Harmless Provision.**

3.5.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization or reliance on

CSEA's annual certification of employee membership. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

- 3.5.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

## ARTICLE IV – GRIEVANCE PROCEDURE

### 4.1 Definitions.

A grievance is defined as a statement by a unit member that the District has violated an express term of this Agreement and that by reason of such violation his or her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement. A day shall mean a day that the District Office is open for business.

The Association reserves the right to file grievances in its name as per E.E.R.A., section 3543.1(a).

4.1.1 The respondent in all cases shall be the District itself rather than any individual. The Association may itself grieve only with respect to an alleged violation by the District of an express term of Article IV. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

### 4.2 Informal Level.

Before filing a formal written grievance, the unit members shall make a reasonable attempt to resolve it by means of an informal conference with his or her immediate administrator. If the unit member is not satisfied with the informal level conference, he/she may proceed to Formal Level I any time within twenty (20) days after the occurrence of the act or omission giving rise to the grievance.

### 4.3 (Formal Level) Level I.

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present grievance in writing to the immediate administrator.

4.3.1 The written statement 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.

4.3.2 In addition to the written statement, either party may request a personal conference with the other party. The administrator shall communicate a decision to the employee in writing within five (5) days after receiving the grievance and such action will terminate Level I.

#### **4.4 Level II.**

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

4.4.1 The statement shall include a copy of the original grievance, the decision rendered at Level I and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request a personal conference with the other party.

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

#### **4.5 Level III: Advisory Arbitration.**

4.5.1 Grievances not resolved below may be submitted to advisory arbitration by either party. The party submitting the dispute to arbitration shall so notify other parties in writing within ten (10) days of the termination of procedures in Level II. The parties may mutually agree on an arbitrator. If they are unable to agree, the parties shall request PERB to supply a list of at least five (5) arbitrators. Lots will be drawn to determine which party is entitled to strike the first name, and names shall be stricken until one (1) remains.



4.5.2 The arbitrator's advisory decision shall set forth in writing the findings, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

4.5.3 All costs of arbitration, including but not limited to per diem expenses, travel, and court reporting costs shall be borne equally by the Association and the District.

#### **4.6 Level IV.**

Any appeal from the arbitrators' advisory decision at Level III shall be submitted to the Board of Trustees within ten (10) days. The appeal shall include a copy of the original grievance and all decisions rendered at Levels I-III, as well as a clear, concise statement of the reasons for the appeal. Only facts and arguments submitted at Levels I-III may be included in the appeal. The Board shall consider the written record at the next regularly scheduled meeting. The Board may request additional documents pertaining to the meeting, the Board's written response will be delivered to all parties. The decision of the Board shall be final and binding.

#### **4.7 Failure to Meet Time Limits.**

If a grievance is not processed by the grievant and Association 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.

#### **4.8 Association Representation.**

The grievant shall be entitled upon request to representation by the Association at all grievance meetings beyond the informal level. In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final solution of the grievance until the Association has received a copy of the grievance and the proposed resolution. The Association shall have ten (10) days to state its views or opinions. Should no communication be received by the District, the matter will be considered settled.

#### **4.9 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 the Association nor the District, shall make public either the grievance or evidence regarding the grievance.

#### **4.10 No Reprisal.**

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

#### **4.11 Reasonable Released Time.**

Grievance meetings normally will be scheduled by the District so as not to conflict with normal work duties. However, if scheduling is necessary during normal working hours, the District shall provide released time with no loss of pay to the grievant and one authorized representative of the Association. This shall constitute "reasonable periods of released time" within the meaning of Government Code section 3543.1(c).

#### **4.12 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.

**4.13 Separate Grievance File.**

Materials concerning grievances shall be maintained in a confidential file separate from the personnel file of grievant.

**4.14 CSEA Representative.**

Grievant is entitled to have a CSEA representative present at any step of the procedure to assist in investigation, writing, or presentation of grievances.

## **ARTICLE V – PROHIBITION OF STRIKES AND LOCKOUTS**

Separate and apart and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its members, or agents, or representatives, or the employees of the District, shall call, cause, authorize, ratify, or engage in, any strike, picketing, walkout, slowdown, or other work stoppage of any nature whatsoever. The District agrees that it shall not cause or engage in a lockout.

## ARTICLE VI – HOURS OF OVERTIME

### 6.1 Workweek.

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, Monday through Friday, exclusive of the lunch recess.

6.1.1 The District may establish a workweek consisting of ten (10) hours per day, forty (40) hours per week for four (4) consecutive days, provided that such a workweek has the mutual concurrence of the concerned employees, class of employees or classes of employees. Upon such changes in assignment being contemplated, the District shall notify the Association of its intent and specify the affected class or classes.

### 6.2 Workday.

The length of the workday shall be designated by the District for each classified assignment. Each employee shall be assigned a fixed and regular number of hours.

6.2.1 There shall be no deviation from the workday unless there is a mutual agreement between the employee and the District.

6.2.1.1 In the event the affected employee does not consent to the schedule change, the District may negotiate the change with CSEA. Any agreement between the District and CSEA shall be binding on the employee.

6.2.2 Site managers shall determine the work schedules for aides and community liaisons during the employee's first work month of each school year. Thereafter, there shall be no deviation from the work schedule unless there is mutual agreement between the employee and the District.

### **6.3 Change in Work Schedule.**

An employee and immediate supervisor may mutually agree to temporarily reschedule certain assigned work days of the employee's regular work year. This section shall not apply to Safe Care personnel.

### **6.4 Lunch Period.**

Each employee assigned five (5) or more hours per day shall be entitled to an unpaid, uninterrupted lunch period within each eight (8) hour assignment. Employees working less than five (5) hours per day shall not be required to take a lunch break. The lunch period shall be not less than thirty (30) nor more than sixty (60) minutes and shall be in addition to time for which the employee is compensated.

6.4.1 The lunch period shall normally be scheduled near the mid-point of the employee's work shift.

### **6.5 Rest Periods.**

Unit members working four (4) or more hours per day shall be entitled to a paid, uninterrupted fifteen (15) minute rest period as part of the working day. Each bargaining unit employee shall be provided a fifteen (15) minute rest period for each four (4) hours worked and shall be assigned this rest period on or near mid-point of each four (4) hours.

### **6.6 Overtime, Compensatory Time Off, Additional Hours (Regular Rate of Pay), and Summer School/Winter Break/Spring Break Positions.**

#### **6.6.1 Overtime and Compensatory Time Off.**

Unit members shall be compensated at the rate of one and one-half (1-1/2) times the regular pay rate for hours worked in addition to an eight (8) hour work day (or if applicable, the ten (10) hour work day) or forty (40) hour work week. Compensatory time off may be granted in lieu of overtime pay at the discretion of the District. Compensatory time off shall be granted at one and one-half (1-1/2) times the regular rate of pay.

Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned.

6.6.2 Additional Hours (Regular Rate of Pay).

Employees whose regular workday schedule consists of less than eight (8) hours shall be compensated for service beyond their workday up to a total of eight (8) hours per day at their regular hourly rate except as set forth in sections 6.6.3 and 6.6.4 below.

6.6.3 Overtime and additional hours shall be distributed to employees in the bargaining unit as equitably as practicable. Such assignments shall not be made on a capricious or arbitrary basis.

6.6.4 The workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day following the commencement of the workweek at the rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated and authorized to perform the work.

An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day following the commencement of his/her workweek, be compensated for at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated and authorized to perform the work.

6.6.5 Summer School, Winter Break, and Spring Break Positions.

The District shall determine the number of classified positions and classified employees needed for Summer School, Winter Break, and Spring Break programs. All qualified employees who are currently employed in the classification or who meet the requirements of the position may apply for these positions. If there are more qualified applicants than

positions, the positions will be offered on a rotational basis. “Qualified” for this purpose is defined as currently or having previously served in the same classification in the District or if an employee meets the requirements for the position but does not have experience in the classification. The applicant’s attendance records during the regular school year and any prior experience (with the district or prior to employment with the district) will be evaluated and considered as part of the “qualifying” for these positions.

**6.7 Minimum Call Back Time.**

A unit member called in to work on a day when the employee is not scheduled to work or called back to work after completing his/her regular assignment shall receive a minimum of two (2) hours at the appropriate rate of pay under this contract.

**6.8 Right of Refusal.**

An employee shall have the right to initially reject a request for overtime, additional hours, or call back or call in time. If everyone refuses the request, the work shall be assigned by the supervisor as equitably as practicable.

**6.9 Shift Differential – Compensation.**

**6.9.1 Range Change:**

Custodian I will move from Range 15 to Range 16. This will eliminate the night shift differential. This policy will be in effect as of July 1, 1999.

6.9.2 An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily, twenty (20) working days or less, to a day shift.

**6.10 Out of Class Pay.**

6.10.1 The District may work employees out of their classification to meet the needs of the District’s operations in accordance with the following provisions:



6.10.1.1 Employees who are required and directed by their immediate supervisors to perform higher level duties inconsistent with their assigned duties for five (5) days or more within a fifteen (15) working day period shall be compensated at not less than five percent (5%) above the employees' regular rate of pay or at Step 1 of the new salary range, whichever is greater. It is further understood that once an employee is initially assigned, no deviation from that assignment shall be made until completion of task to be performed.

6.10.2 Employees on temporary assignment to a lower classification shall receive their regular rate of pay.

#### **6.11 Instructional Aide/Paraprofessional.**

The parties recognize that Instructional Aides are employed to assist classroom teachers and other certificated personnel in performing their duties, supervising pupils, and in instructional tasks which, in the judgment of the certificated personnel to whom the Instructional Aide is assigned, may be performed by a person not licensed as a classroom teacher.

#### **6.12 Safe Care and Preschool Personnel.**

##### **6.12.1 Work Hours.**

During the period of summer vacation, spring recess, and winter recess, the Coordinator of Preschool and Child Development Programs, by mutual consent of Safe-Care and Preschool personnel, has the authority to adjust employee's work hours. In the event the affected employee does not consent to the schedule change, the District may negotiate the change with CSEA. Any agreement between the District and CSEA shall be binding on the employee.

##### **6.12.2 Vacations.**

Vacations shall be taken during summer vacation and/or spring recess and/or winter recess. Any change must be mutually agreed upon by the employee and the Coordinator of Preschool and Child Development Programs.

## ARTICLE VII – PERFORMANCE EVALUATION PROCEDURES

### 7.1 Purpose.

The purpose of the classified employee performance evaluation process is to clarify and improve job performance in order that the employee may provide a greater contribution to the supportive services of the total educational program.

### 7.2 Performance Evaluation.

All regular classified employees shall be evaluated by their immediate supervisor in a timely manner on District forms. The supervisor shall explain to the employee the reasons for the performance evaluation, the basis for the evaluation, and comment where appropriate in the areas in which performance may be improved and the areas of strength. Assistance shall be offered by the supervisor in those areas of needed improvement.

The Human Resources Office shall provide guidance and assistance to supervisors in the performance evaluation process as requested.

### 7.3 Schedule for Conducting Evaluation.

#### 7.3.1 Probationary Employees.

The Human Resources Office shall distribute performance evaluation forms for probationary employees on the following schedule:

- Twelve (12) month employees on the third (3<sup>rd</sup>), sixth (6<sup>th</sup>), ninth (9<sup>th</sup>), and twelfth (12<sup>th</sup>) month of employment with the District; and
- Ten (10) month employees on the second (2<sup>nd</sup>), fourth (4<sup>th</sup>), eighth (8<sup>th</sup>), and tenth (10<sup>th</sup>) month of their employment with the District.

Each supervisor shall be supplied with a list of probationary employees scheduled for evaluation. More frequent evaluations may be scheduled at the discretion of the supervisor during the probationary period.

### 7.3.2 Permanent Employees.

A permanent employee shall be evaluated at least once a year, normally during the month of April. (Additional evaluations may be called for if deemed necessary.) In accordance with the instructions on the employee performance forms, each supervisor shall insure that the recommended procedure be executed in a timely manner and that the completed form be forwarded to the Human Resources Office by May 15. The evaluation form shall be signed by the employee to indicate receipt, and the employee shall be given a signed copy at the conclusion of the evaluation.

## **7.4 Definition of Ratings.**

### 7.4.1 Outstanding.

Employee in this area has mastered every element of the job assigned and should be performing at a level well above that normally expected. This level of performance approaches the best the District might possibly expect of an employee on a job. Extraordinary and unique contributions are typical of this rating.

### 7.4.2 Above Average.

Employee in this area most often exceeds the minimum job requirements in a manner indicating full understanding of all position functions and performs the job in a manner which is above average performance.

### 7.4.3 Satisfactory.

Employee in this area should be at least meeting all of the minimum job requirements in a manner indicating full understanding of all position functions and should be performing the job in a consistent manner which is satisfactory to the supervisor. This is a good rating and probably will be the most commonly marked area since it represents by far the typical employee's performance.

### 7.4.4 Improvement Needed.

A temporary level for a probationary employee or others whose performance is below the acceptable level. Improvement is urgently needed and will require increased effort.

Employee with this type of performance should be considered for special training, reassignment or possible removal of job.

#### 7.4.5 Unsatisfactory.

Performance is clearly inadequate. Employee has demonstrated inability or unwillingness to improve or meet expectations. Performance is not acceptable for the job.

### 7.5 Summary Evaluation.

Takes in account all factors and total performance over the evaluation period.

#### **Ratings:**

1. Outstanding
2. Above average
3. Satisfactory
4. Needs improvement
5. Unsatisfactory

### 7.6 Retention of Evaluation Form.

The original copy of a classified employee evaluation form shall be filed in the individual's personnel file in the District Office. It shall become a part of the individual's record while employed by the District and shall be available for review in connection with the promotional consideration and disciplinary actions. The duplicate copy is given to the employee and a triplicate copy is maintained in the supervisor's file.

### 7.7 District Responsibility.

The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to procedural requirements cited above. Therefore, the only aspect of the Performance Evaluation Procedure that is grievable is that the District has violated a cited procedure of this Article.

## 7.8 Right to Review and Respond.

Unit employees shall have the right to be represented by his/her Association representative upon request. After the evaluation conference, the unit members shall have the right to review and respond to any derogatory evaluation and to have the response placed in his/her personnel file and attached to the evaluation. Any written response may not be made during the employee's normal work hours. No evaluation shall be made upon statements which have no verification. In the interest of the District and Association or employee appealing said evaluation, all parties may agree to modify, amend, or adjust same to mutual satisfaction.

No evaluation of an employee shall be placed in the personnel file without an opportunity for discussion between the employee and the evaluator. On negative evaluations, reasonable attempts shall be made to include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made.

The employee shall have the right to review and respond to any derogatory evaluation. The original copy of the classified evaluation form shall be foiled in the individual's personnel file in the District Office. It shall become a part of the individual's employment record and shall be available for review in connection with promotional consideration and disciplinary actions. A duplicate copy shall be given to the employee.

## ARTICLE VIII – HOLIDAY CALENDAR

### 8.1 School Calendar.

The Association and the District agree to the 2013-2014 school calendar as part of the total contract package for the 2013-2014 school year. The Association and the District will meet/confer on the holiday calendar prior to Board of Trustees approval.

#### 2013-2014

Independence Day	Thursday, July 4, 2013
Labor Day	Monday, September 2, 2013
Veteran's Day	Monday, November 11, 2013
Thanksgiving Day	Thursday, November 28, 2013
Thanksgiving Holiday	Friday, November 29, 2013
Admissions Day (in lieu of)	Monday, December 23, 2013
Christmas Eve Holiday	Tuesday, December 24, 2013
Christmas Day Holiday	Wednesday, December 25, 2013
New Year's Eve Holiday	Tuesday, December 31, 2013
New Year's Day Holiday	Wednesday, January 1, 2014
Martin L. King, Jr. Day	Monday, January 20, 2014
Lincoln's Birthday	Friday, February 14, 2014
President's Day	Monday, February 17, 2014
Memorial Day	Monday, May 26, 2014

#### 8.1.1 Holiday Falling on a Weekend.

When the holiday falls on a Saturday, the previous Friday shall be deemed to be the holiday. When the holiday falls on a Sunday, the following Monday shall be deemed to be the holiday. An exception to this shall be an issue open to mutual agreement between the District and CSEA.

#### 8.1.2 Holiday Falling on Vacation Period.

A holiday falling within a prescribed vacation period shall be deemed a holiday and not chargeable as vacation.

#### 8.1.3 Holiday Pay.

To be eligible for holiday pay, the employee must be in a paid status either the day before or the day after the holiday.

If an employee works on a holiday designated by this Agreement, he/she shall be paid compensation at the rate of time and one-half of the regular rate of pay in addition to the regular pay received for the holiday (i.e., 2.5 times the regular pay).

## ARTICLE IX – SALARY AND ALLOWANCES

### 9.1 Salary.

The Classified Salary Schedule shall be increased by three percent (3%), retroactive to July 1, 2018.

In recognition of CSEA's contributions to and support of our students, employees shall receive a one-time, off schedule payment equal to .14% of their earned regular salary as reflected on the 2018-2019 salary schedule, after the 2018-2019 three percent (3%) salary increase is applied.

### 9.2 Compensation During Required Training Periods.

A unit employee, who in the course of employment is required to engage in training, shall receive compensation as follows:

9.2.1 When the District mandated training occurs during the regularly assigned working hours, the employee shall be paid at the regular rate of pay. When District required training occurs outside the work hours, the employee shall be compensated at the appropriate rate of pay under this Agreement.

### 9.3 Salary Schedule Placement.

#### 9.3.1 Initial Employment.

Employees initially employed in the District may be credited with one (1) year of previous experience and placed on Step 2 of the appropriate salary classification.

#### 9.3.2 Promotion.

An employee promoted in job classification shall either be placed on the step on the salary schedule which will result in a minimum of a five percent (5%) increase over his/her previous salary, or at an appropriate rate of pay in the higher classification, whichever is higher.



### 9.3.3 Step Advancement.

Step advancement on the classified salary schedule shall be based on the anniversary of the date the employee was first employed. If the most recent evaluation prior to the anniversary date has an overall unsatisfactory rating, the step advancement can be postponed (only one time) for sixty (60) days. During the sixty (60) day period, the employee shall be reevaluated; if the rating is satisfactory, the step advancement shall be granted immediately.

### 9.3.4 Salary on Reallocation.

An employee whose classification has been reassigned to higher or lower salary range without change in classification title, qualifications, duties or responsibilities shall be placed on the same step of the new salary range which he/she held prior to the time of the reallocation. The employee's anniversary date shall not change.

### 9.3.5 Longevity.

An employee shall begin receiving longevity pay on the first day of the month following completion of the necessary years of service. Less than full-time employees' anniversary increment (hire date) and additional stipend will be prorated.

Military leave or other leave of absence with pay will be included in computing time for years of service.

3 years of service = \$15.00 total per month

5 years of service = \$35.00 total per month

10 years of service = \$55.00 total per month

15 years of service = \$80.00 total per month

20 years of service = \$110.00 total per month

25 years of service = \$145.00 total per month

(For the 2001-2002 school year, the two new additional longevity anniversary increments total to a 1.25% increase or a .22% increase for 3 years and 1.03% for 5 years.)

## 9.4 Probationary Period.

The District shall maintain the AR 4217.4 regarding the 12-month probationary period.

**9.5 Defense and Indemnification of Employees in Civil Action.**

The District shall indemnify and defend unit members in civil actions for acts and omissions within the scope and course of employment upon the terms and conditions set forth in the California Government Code.

**9.6 Bilingual Stipend.**

Unit members who are permanent employees between July 1, 1998 – June 30, 2001, and pass the District proficiency tests in any of the following languages: Spanish, Cantonese, Mandarin, or Vietnamese, shall receive a one-time stipend of \$250.00.

- Proficiency will be demonstrated in the areas of speaking, reading and writing.
- Proficiency shall be defined as passing all portions of the test with a passing score of seventy-one percent (71%).
- Proficiency tests may be taken in one or more of the established languages.
- Members may attempt to pass the test twice during the life of this contract which is July 1, 2000 – June 30, 2003.

**9.7 Computer Literacy Stipend.**

The District shall annually designate positions in the classified service which require an established level of computer literacy. Employees in designated positions may take the District computer literacy test. Employees who pass shall receive a one-time stipend of \$250.00. Employees who have received the one-time stipend shall not be eligible for another stipend.

**9.8 Direct Deposit Program.**

A direct deposit program is available through the Los Angeles County Office of Education (LACOE).

**9.9 Bi-Monthly Pay Warrants.**

Effective July 1, 2004, employees working four (4) hours or more in one (1) permanent job classification or range in a permanent or probationary position, will be eligible for bi-monthly pay warrants (10<sup>th</sup> & 25<sup>th</sup> of the month).

Employees who elect bi-monthly pay may change their pay cycle back to monthly only during the Health and Welfare open enrollment period. Election of bi-monthly pay warrants is optional for those employees that qualify as set forth above.

## ARTICLE X – HEALTH AND WELFARE BENEFITS

### 10.1 Health and Welfare Benefits.

The District shall contribute a cap of \$9,568.80 per year, for a full time equivalent employee. For the **2013-2014**, the Health & Welfare Benefits Cap will remain status quo (0% increase). Said amount is to be distributed in ten (10) monthly payments.

Part-time employees who qualify for benefits will receive the pro-rated amount. In the event the health premium cost exceeds the above employer contribution, the affected unit member shall pay the difference through a payroll deduction.

The 2013-2014 health and welfare benefits coverage year is October 1, 2013 – September 30, 2014.

Employees who work four (4) hours or more per day, five (5) days per week, are eligible to receive this benefit.

- Health and Welfare Benefits – No Increase for 2018-2019, refer to page 77.

New unit members hired after August 21, 1991 who work twenty (20) hours to thirty-seven (37) and one-half (37-1/2) hours per week shall have fringe benefits prorated on the following basis:

<u>Hours</u>	<u>Proration</u>
20.0	.5
22.5	.5625
25.0	.625
27.5	.6875

<u>Hours</u>	<u>Proration</u>
30.0	.75
32.5	.8125
35.0	.875
37.5	.9375

Effective October 1, 2004, the District will add domestic partner coverage as defined in Appendix D.

Effective October 1, 2005, all unit members may apply any of the unused portion (after required medical, dental, vision, and life insurance) of the total dollar amount of district's

fringe benefits contribution to a residual cash benefit or optional coverage as listed on the District's annual authorization for voluntary deduction and allocation of fringe benefits form.

## **10.2 Income Protection.**

District will provide an income protection plan for all classified bargaining unit members. For the duration of this Agreement, the District shall pay any increased costs for the existing or comparable income protection plan. At the end of the Agreement, the increased cost of the income protection plan shall be negotiated between the parties in subsequent years.

## **10.3 Early Retirement Benefits.**

The District shall contribute to employee-only, medical-only premium costs for unit members eligible for health and welfare benefits, retiring on or after age fifty-five (55) with fifteen (15) years of service to the District in an amount not to exceed \$1,825.00 annually until the retiree reaches age sixty-five (65) or becomes eligible for Medi-Care or Medi-Cal, whichever condition occurs first. The District's contributions will remain fixed at the rate of \$1,825.00, and remain at this level unless otherwise negotiated.

### **10.3.1 Retiree medical Benefits.**

**New employees hired after July 1, 1995** will not receive retiree medical benefits. NOTE: This has no impact on any new unit member until the year 2010 since he/she needs fifteen (15) years of service in the District in order to receive the benefits.

### **10.3.2 Early Retirement Committee.**

The District and CSEA shall form a committee to develop a system for an early retirement incentive for Classified employees. Developed mutual interest shall be presented to the Board of Trustees for their action.

## ARTICLE XI – LEAVES

### 11.1 Vacation.

Classified employees will accrue vacation while in paid status in accordance with the following schedule:

11.1.1 Initial employment through end of fifth (5<sup>th</sup>) year of employment: one (1) day per month earned vacation.

11.1.2 Beginning of sixth (6<sup>th</sup>) year of employment through end of eighth (8<sup>th</sup>) year of employment: 1.25 days per month earned vacation.

11.1.3 Beginning of ninth (9<sup>th</sup>) year of employment through end of fourteenth (14<sup>th</sup>) year of employment: 1.5 days per month earned vacation.

11.1.4 Beginning of fifteenth (15<sup>th</sup>) year of employment and thereafter: 1.625 days per month earned vacation.

11.1.5 Effective the 1999-2000 fiscal year, vacation days earned but not used in the fiscal year (July 1-June 30) may be carried over to the next year. The maximum carryover of these vacation days shall not exceed seven (7) days per fiscal year.

Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. If vacation is not taken by the time designated, an employee may be required to accept monetary compensation in lieu of paid vacation leave.

11.1.6 Hourly classified employees shall accrue paid vacation days based upon the above formula, on a pro-rata basis.

11.1.7 Employees working part-time or less than twelve (12) months shall take winter and spring recess as vacation time unless authorized or directed to work during these periods by the Superintendent or designee.

11.1.8 Employees may request vacation for their location. When more than one (1) employee requests time, preference will be given to the most senior employee at that location (i.e., campus, district office). Vacations shall be taken at times designated and approved by the Superintendent or designee.

11.1.9 Employees who have a balance of vacation prior to the end of the fiscal year shall be permitted to take the vacation balance and/or in the alternative, be paid for it in their first paycheck of the fiscal year prior to school summer recess. An employee must reimburse the District (deduction to be made from warrant) in the event the employee does not work sufficient subsequent months to accrue any vacation time taken in advance.

11.1.10 Upon separation, an employee shall be compensated for all accrued vacation which is not used, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

11.1.11 All permanent employees working less than twelve (12) months per year are required to take the winter and spring recess periods as vacation time unless an employee is authorized to work during these periods by the Superintendent or designee. When they are unable to use all the vacation earned, an employee and the supervisor should make every effort to see that the remaining days are used during the employee's work year. Any unused vacation time will be compensated at the end of the school year.

## 11.2 Personal Necessity Leave.

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, which necessitate immediate attention, and which cannot be dealt with during off-duty hours.

A full-time unit member may elect to use not more than seven (7) days per year of unused accumulated sick leave for purposes of personal necessity leave. Unused personal necessity leave entitlement shall not be accumulated from year to year. The number of days of personal necessity leave shall not exceed the number of full days of unused sick leave to which the unit member is entitled.

The unit member shall submit written notice to the immediate administrator by 3:00 p.m. of the preceding work day that he/she intends to take personal necessity leave, except when extenuating circumstances make such notice impossible, such as:

- (a) Death or serious illness of a member of the immediate family. Requests granted under this leave provision shall be in addition to those provided in Article XI, Section 11.3 of the Agreement entitled, "Bereavement Leave."
- (b) Accident involving the unit member of his/her property, or the person or property of a member of the immediate family.

The unit member shall make every reasonable effort to comply with the District procedures designed to secure substitutes and shall notify the immediate administrator of the expected duration of the absence at the earliest possible time.

Immediately upon return to active service the unit member shall complete the District's "Classified Absence Report" form and submit it to the immediate supervisor. Verification may be required for just cause.

This leave is not applicable to summer school assignments, or in cases of a work stoppage or strike.



### **11.3 Bereavement Leave.**

When death occurs in the immediate family of any person employed in the classified service, a leave of absence not to exceed five (5) days shall be granted, and will be taken within a twelve (12) month period. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this Agreement.

Members of the immediate family as used above means a biological, adoptive or foster parent, a step-parent or a legal guardian; mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse; a biological, adopted, or foster son/daughter, a stepson/stepdaughter, a legal ward, or a child of a person standing in loco parentis; son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, brother-in-law, sister-in-law, or domestic partner living in the immediate household of the employee. One (1) day of bereavement leave shall be granted upon the death of an aunt, uncle, niece, or nephew.

### **11.4 Family Care Leave.**

Any employee who has served the District more than one (1) continuous year shall be eligible to take unpaid family care leave under the provisions of State and Federal law. Family care leave may be used for the following reasons:

- (a) Because of the birth of the employee's child, and in order to care for the child;
- (b) Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child;
- (c) In order to care for the employee's child, parent or spouse with a serious health condition; or
- (d) Because of the employee's own serious health condition which makes the employee unable to perform his/her job.

For the purpose of this section, “child” means a biological, adopted or foster son/daughter, a stepson/stepdaughter, a legal ward, or a child of a person standing in loco parentis as long as the child is under eighteen (18) years of age or an adult dependent child. “Parent” means a biological, adoptive or foster parent, a step-parent or a legal guardian; it includes an individual who stood in loco parentis to an employee when the employee was a child. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either:

- (a) In-patient care in a hospital, hospice or residential health care facility; or
- (b) Continuing treatment or continuing supervision by a health care provider.

After twelve (12) weeks of family care leave, he/she will be required to pay the health care premium for the remainder of the leave. During the period of family care leave, the employee shall continue to be entitled to participate in pension and retirement plans, supplemental unemployment benefit plans, and/or any other employee welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. The employee shall retain his/her employee status with the District during the leave period and the leave shall not constitute a break in service for purposes of longevity or seniority under any employee benefit plan or under this Agreement. For purposes of layoff, recall, promotion, job assignment and seniority-related benefits such as vacation, the employee returning from family care leave shall return with no less seniority than he/she had when the leave began.

If an employee learns of the need for family care leave more than thirty (30) days before the leave is to begin, he/she shall give the District at least thirty (30) days’ written advance notice. If the employee learns of the need for family care leave fewer than thirty (30) days in advance, he/she shall provide such notice as soon as practicable. If leave is needed for 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. An employee’s request for leave to care for a child, spouse or parent who has a serious health condition shall be

supported by a certification from the health care provider of the person requiring care. This certification shall include:

- (a) The date, if known, on which the serious health condition began;
- (b) The probable duration of the condition;
- (c) An estimate of the amount of time the health care provider believes the employee needs to care for the child, parent or spouse, and;
- (d) 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 or spouse.

If additional leave is needed when the time estimated by the health care provider expires, the District may require the employee to provide recertification as specified above. An employee's request for leave because of his/her own serious health condition shall be supported by a certification from the employee's own health care provider. This certification shall include:

- (a) The date on which the serious health condition began;
- (b) The probable duration of the condition;
- (c) The appropriate medical facts within the knowledge of the health care provider regarding the condition, and;
- (d) A statement that the employee is unable to perform the functions of his/her job.

If the employee is requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, the certification must also state 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.

Note: The District can challenge the certification and require the employee to obtain at District expense, a second (2<sup>nd</sup>) opinion from a District-approved health care practitioner. If the second (2<sup>nd</sup>) opinion is contrary to the first (1<sup>st</sup>), the District may require, again at

District expense, that the employee obtain a third (3<sup>rd</sup>) medical opinion from a third (3<sup>rd</sup>) health care practitioner approved by both the employee and the District.

Upon granting an employee's request for family care leave, the District shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. At the employee's request, the District shall provide this guarantee in writing. In accordance with the law, the District shall notify employees of their right to request family care leave.

### **11.5 Industrial Accident or Illness Leave.**

- (a) The accident or illness must have arisen out of and in the course of employment of the employee and must be accepted as a bona fide injury arising out of and in the course of employment by the MERGE JPA.
- (b) The District reserves the right to require an employee to furnish proof from a physician of cause and necessity of absence during an industrial accident leave. However, if an employee has notified the District in writing prior to the date of injury that he/she has a personal physician, the employee shall have the right to be treated by such physician from the date of the injury.

For the purpose of this section, "personal physician" means the employee's regular physician and surgeon, licensed pursuant to Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professional Code, who has previously directed the medical treatment of the employee, and who retains the employee's medical records, including his/her medical history.

- (c) Allowable leave for each industrial accident or illness shall not exceed sixty (60) working days and shall not extend beyond the last day of which temporary disability indemnity is received.
- (d) Allowable leave shall not be accumulated from year to year.
- (e) The leave under these rules and regulations shall commence on the first (1<sup>st</sup>) day of absence.

- (f) When a classified person is absent from his/her duties due to industrial accident or illness, payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
- (g) Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- (h) Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefit provided for sick leave and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave provided that if the employee continues to receive temporary disability will result in payment to him/her of not more than his/her full salary.
- (i) When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave, which when added to the workers' compensation award, provide for a full day's wage or salary.
- (j) When all available leaves of absence, paid or unpaid, have been exhausted, and if the classified employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

#### **11.6 Maternity/Child Care/Child Preparation Law.**

Any employee who is an expectant mother shall be given a leave of absence. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the

employee's physician. All employee compensation and benefits will continue during the maternity leave.

If an employee wishes to return to work within four (4) weeks after the birth of a child, she shall submit a statement from a physician indicating when she is or was physically able to return to her duties; the employee shall return to work on the date indicated by the physician. The employee may request an unpaid leave of absence for the purpose of infant care at any time after the pregnancy is known. The leave of absence is subject to approval of the Board of Trustees; the length of the leave is subject to approval of the Board of Trustees, but shall be no longer than the balance of the year in which leave is requested plus the following school year.

In cases of expected maternity, the employee may request an unpaid leave of absence (child preparation leave) at any time prior to the birth of the child. The request for a child preparation leave shall be accompanied by a physician's statement indicating the expected date of the child's birth and the expected time of physical disability. The leave of absence shall be subject to approval of the Board of Trustees' and the length of the leave is subject to the Board of Trustees' approval.

#### **11.7 Sick Leave.**

Every classified employee is entitled to one (1) day of paid sick leave for every month of employment, to a maximum of twelve (12) days per fiscal year with full pay for personal illness or injury that is other than job incurred. Any employee working less than full time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.

#### **Reporting of Absence.**

Personnel who must be absent from work must notify the district office to report the absence the night before, if possible, or by 7:00 a.m. the day of the absence. Night custodians call by 10:00 a.m. the day of the absence. (If you are certain about the number of days you will be absent, please give this information. If not, call the district office each

day by 10:00 a.m. if you are a night custodian. All other classified employees call by 1:30 p.m. each day. Failure to report that you are returning to work can result in the loss of a day's pay since it would not be possible to notify your substitute.)

- (a) Pay for any days of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee, and such leave may be taken at any time during the year. However, a new employee, and such leave may be taken at any time during the year. However, a new employee shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be entitled until the first day of the calendar month after completion of six (60) months of active service with the District. If such employee does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.
- (b) An employee who resigns or otherwise leaves the employ of the district who has used all paid illness or injury leave and has taken additional unearned leave shall have the amount of compensation received for illness or injury leave taken but unearned deducted by the District from the employee's last warrant.
- (c) An employee becoming aware of the need for absence due to surgery or other predictable or previously scheduled cause shall submit a statement from his/her physician as far in advance of the initial disability date as possible, to assist in determining the employee's inability to perform assigned duties and the degree to which the employee's inability is attributable to illness or injury.
- (d) Immediately upon return to active service from an illness or injury leave, the employee shall complete and submit the District Report of Absence form to the employee's immediate supervisor. Upon request by the Superintendent, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.
- (e) An employee who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment shall be required, prior to return to active services, to submit a medical statement indicating his/her ability to return to

his/her present position without restrictions or detriment to the employee's physical or emotional well-being.

#### **11.8 Sick Leave (100 Days Provision).**

Every regular classified employee shall be credited each fiscal year with a non-accumulative additional one hundred (100) working days of paid sick leave.

Compensation shall be at fifty percent (50%) of the employee's current salary. To qualify for differential pay, the employee must first utilize all available leaves in the following sequence:

- (a) All industrial accident or illness days when applicable,
- (b) All accumulated sick leave,
- (c) All accumulated vacation leave, and
- (d) Other available paid leaves.

Current sick leave and the one hundred (100) working days shall be applied concurrently. In no event shall the differential pay, when combined with the days of current sick leave utilization, exceed one hundred (100) days in any school year. Unused portions of differential pay shall be allowed when the absence extends into the following school year.

#### **11.9 Jury Duty Leave.**

Employees shall be granted unlimited leave when required to serve on jury duty that falls within the employee's scheduled work period. The employee shall receive full compensation less any jury fees received while serving on jury duty. When an employee is officially notified that he/she has been selected to serve on jury duty, the following procedure will be in effect:

- (a) The employee shall notify the district office immediately upon receipt of call to jury duty.
- (b) The employee shall provide the district office with the official notice of jury duty.



- (c) All fees received for jury duty exclusive of mileage reimbursement shall be remitted to the District.
- (d) Only days the employee is actually serving as a juror are eligible leave days under this section.

#### **11.10 Illness or Injury Leave (Unpaid).**

A classified employee who has attained permanent status may request a leave of absence due to illness or accident, whether or not the absence arises out of or in the course of employment of the employee. This request shall be accompanied by a letter of recommendation from the attending physician. The decision to grant such a leave shall be wholly at the discretion of the Board of Trustees and each case shall be judged on an individual basis. The Board of Trustees shall grant this leave for a period not to exceed six (6) calendar months. At the expiration of the leave the board may grant a second (2<sup>nd</sup>) leave of absence for a period not to exceed six (6) months.

- (a) The Board of Trustees may authorize the payment of the employee's health insurance premiums during the period of the leave. In the event the Board does not authorize payment of health insurance premiums for the length of the leave, the employee shall be permitted to continue to participate in the district's health insurance program provided he/she repays the necessary premiums to the district.
- (b) While on leave, an employee shall only retain earned salary status and shall receive no salary or experience credit. An employee shall not accept gainful employment while on leave of absence.
- (c) The employee on leave must notify the district of his/her intent to return to his/her position at least thirty (30) calendar days prior to the end of the authorized leave. If such notice is not received by that time, the employee shall deem to have abandoned his/her position and shall be terminated. The employee shall submit prior to return to active duty a medical statement from his/her attending physician indicating his/her ability to assume assigned duties without restrictions.

(d) Upon return from an authorized leave of absence, the employee shall have restored to him/her such benefits as he/she had prior to the leave, but such benefits shall not be accrued while on leave.

## **ARTICLE XII – LAYOFF AND REEMPLOYMENT**

For the 1999-2000 fiscal year, no effects of layoff/reductions of classified staff shall take place, except for necessary personnel reduction(s) due to program closure(s).

The Superintendent or designee shall maintain a current determination of each employee's seniority in the District.

### **12.1 Order of Layoff and Reemployment; Determination of Seniority.**

Classified employees shall be subject to layoff for lack of work or lack of funds. The determination of the existence of lack of work or lack of funds and the necessity for the layoff shall rest exclusively with the Board of Trustees and shall not be subject to grievance procedures.

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

Length of service shall be equivalent to all hours in paid status, whether during the school year, a holiday, recess, or during any period that school is in session or closed. Hours compensated solely on an overtime basis in accordance with Education Code Section 45128 shall not be included.

Length of service credit shall be granted for military leave of absence, including voluntary or involuntary active duty during a period of national emergency or war as a member of the Military Reserve or the National Guard.

### **12.2 Reemployment Eligibility.**

Classified employees laid off because of lack of work or lack of funds are eligible for reemployment within a period of thirty-nine (39) months and shall be reemployed in

preference to new applicants. Persons so laid off also have the right to apply and establish their qualification for vacant promotional positions within the District during the thirty-nine (39) month period.

12.2.1 The District will notify the CSEA President and Field Representative of a layoff or reduction in hours of any bargaining unit member at the same time of notification to the affected employee.

12.2.2 Such notice will include: (1) whether the proposed layoff is the elimination of a position, or reduction in hours, and (2) a copy of a current and updated seniority list.

12.2.3 The District agrees to meet and discuss alternatives to layoff the first ten (10) days of the forty-five (45) day notice period to an employee who is to be laid off.

12.2.4 The District and CSEA will negotiate the effects of layoff/reduction in hours in any unit member.

12.2.5 A “layoff” shall be defined for purposes of this Article to mean an elimination of a position or involuntary reduction in hours.

12.2.6 “Seniority” is defined as the order of layoff within the class and shall be determined by length of service. Length of service means hours of paid service.

12.2.7 “Bumping” of an employee is defined as the employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

### **12.3 Voluntary Demotion or Voluntary Reduction of Hours.**

An employee laid off from his/her present class may bump into the next equal or lower class in which the employee has greater seniority. The employee may continue to bump into such equal or lower classes to avoid layoff provided the employee has worked previously in the lower class position.

When employees take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or in order to remain in their present position rather than be reclassified or reassigned, they shall be granted the same rights as persons laid off. They shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class are still applicable.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall have the option of returning to a position in their former class or to positions with increased assignment time as vacancies become available, and without limitation of time. If there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.

#### **12.4 Layoff Procedures.**

The District will notify the CSEA President within five (5) working days after affected employees have been given written notice of layoff. The District and CSEA will negotiate the effects of layoff and workload/responsibilities.

Classified employees subject to layoff because of lack of work in the event of a bona fide reduction or elimination of service being performed shall receive notice of the layoff sixty (60) days, per Education Code Section 45117, before the effective date. They shall be informed of their reemployment rights and displacement rights, if any.

In cases where specially funded programs expire at the end of any school year, classified employees subject to layoff for lack of funds shall receive written notice on or before May 29.

The notice shall inform them of the layoff effective at the end of the school year and of their displacement and reemployment rights. If the termination date of the specially funded

program is other than June 30, the notice shall be given at least sixty (60) days before the effective date of the layoff.

Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff of work resulting from causes not foreseeable or preventable by the Board of Trustees, without the sixty (60) days layoff notice. The District will provide information about reemployment and displacement rights, if any, to all employees laid off under these conditions.

The District shall assist with outplacement counseling services for interested employees who are laid off. Such counseling services may include, but not be limited, to the following:

- (a) Job availability in other organizations
- (b) Resume preparation/employment application
- (c) Job interview techniques
- (d) Unemployment insurance filing and eligibility

No long-term substitute or temporary employee shall be employed in vacant positions from which regular classified employees are currently laid off until exhaustion of the reemployment list for that position.

A classified employee who believes that these layoff procedures have been misapplied or misinterpreted may informally meet with the Superintendent or designee to reach a mutually acceptable agreement. In the event that such agreement cannot be reached, the grievance process shall be followed. Subsequent to the grievance process, should it be determined that the employee was improperly laid off, the employee shall be reemployed in a comparable position and shall be reimbursed for loss of salary, sick leave, vacation days, and other benefits.

## 12.5 Reemployment.

In order to be reinstated, an employee must be fully capable of performing the normal and customary duties of the job. Employees whose physical condition is such that they cannot be reinstated at the time called for reemployment will be kept on the reemployment list for a period not to exceed thirty-nine (39) calendar months.

When a vacancy occurs, the senior employee who has held prior permanency in the position will be so notified by certified U.S. mail at his/her known address and given the opportunity to accept or reject appointment into the vacant position. He/she must advise the District of his/her decision no later than five (5) calendar days following notification.

If he/she accepts, he/she must report to work no later than two (2) calendar weeks from the vacancy notification date unless otherwise directed. If he/she declines, for reasons other than verifiable disability, his/her name will be removed from the reemployment list and he/she will forfeit all rights to which he/she would otherwise be entitled.

When an employee is notified of a vacancy and fails to respond to the notification letter within five (5) calendar days or when the employee accepts appointment but fails to report to work within the two (2) week period following notification, his/her name will be removed from the reemployment list and he/she will forfeit all rights to which he/she would otherwise be entitled.

When a laid-off employee is reemployed, all accumulated sick leave credit will be restored to him/her.

A laid-off permanent employee will be reemployed with all rights and benefits accorded to him/her at the time of layoff. A laid-off probationary employee will be reemployed as a probationary employee, and the time served toward the completion of the required probationary period will be counted. He/she will also be reemployed with all rights and benefits accorded to him/her at the time of layoff.

Laid-off employees, when reemployed, will be placed on the salary step held at the time of layoff. Employees who bumped into a lower class will, when reinstated to their previous class, be placed on the salary step to which they would have progressed had they remained there. An adjusted anniversary date will be established for step increment purposes so as to reflect the actual amount of time served in the district.



## ARTICLE XIII – TRANSFERS

### 13.1 Definition.

A transfer is defined as a change of job location within the same position classification.

### 13.2 Criteria for Transfer.

The following criteria, when applicable, shall be used in consideration of transfer requests:

13.2.1 The needs and efficient operation of the District.

13.2.2 The contribution the staff member can make in the new position.

13.2.3 The qualifications including the experience and recent training of the staff member compared to those of other candidates for both the position to be filled and the position to be vacated.

13.2.4 The length and quality of the service rendered to the District by the employee.

13.2.5 The recommendation of the immediate supervisor to whom the employee is currently responsible, and the immediate supervisor where the vacancy exists.

13.2.6 The preference of the employee.

13.2.7 Affirmative action goals of the district.

### 13.3 Employee Initiated Transfer Requests.

An employee may request a transfer to any job location within the same position classification, and subject to the following conditions:

13.3.1 Unit members may submit written requests to the Superintendent for transfer to positions within their current classification at any time during the work year. A separate transfer request list will be maintained for each classification.

13.3.2 Transfer applications will be interviewed by the immediate administrator at or about the time the position applied for becomes vacant. The immediate administrator shall make a final appointment from among transfer applicants and other eligible candidates.

13.3.3 The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.

13.3.4 The District shall notify appropriate immediate supervisor(s) of employee requests for transfer. If requested vacancies develop, administrative consideration shall be given to all employees who submitted properly completed transfer requests for such vacancies.

13.3.5 The District shall provide the employee, and the appropriate immediate supervisor, official notification of the disposition of the voluntary transfer request. Unit members who are interviewed and not selected for a vacancy may request a conference with the selecting administrator to discuss the reason(s) for the denial for the request for transfer. In filling positions for which a current employee is qualified, the District will give consideration to current employees.

#### **13.4 Involuntary Transfer.**

The District may initiate a transfer at any time. A unit member affected by such transfer will be given written notice of the proposed transfer as soon as practicable, and will be provided an opportunity, if desired, to meet with the appropriate administrator to be informed of the reasons for the transfer. Consideration will be given to the unit member's objections or preferences. Transfer for the purpose of allowing an opportunity for performance improvement shall be permissible.

## ARTICLE XIV – SAFETY

### 14.1 Safety Committee.

A District Safety Committee shall include at least one (1) member appointed by CSEA. This committee shall review health, safety, and sanitation conditions. This committee will normally meet twice a year, and will make recommendations to the District concerning improvements in health, safety, and sanitation conditions.

### 14.2 Safe Working Conditions.

The District will provide and maintain safe working conditions and equipment at all times, comply with standards prescribed by applicable state and local laws and regulations affecting employee safety and health, and conduct employee education and training in development of safe attitudes and practices. The District will conduct a program of safety and health inspections to find and eliminate unsafe working conditions or practices, to control safety and health hazards, and comply with safety and health standards. The District will implement an employee ID badge program and all employees shall wear ID badges.

### 14.3 Protective Equipment.

When required by law, employees will be provided necessary personal protection equipment and instruction for use and care.

### 14.4 No Discrimination.

No employee shall in any way be discriminated against as a result of reporting any condition believed to be a violation of good safety practices.

## ARTICLE XV – PERSONAL PROPERTY

### 15.1 Replacing or Repairing Employees' Property.

The District shall provide for the payment of the costs of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee when such property is damaged in the line of duty without fault of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the line of duty. If the property is damaged beyond repair or stolen, the actual value of such property may be paid. The value of such property shall be determined as of the time of the damage thereto or the robbery or theft. All other property of an employee not enumerated above shall be covered in the same manner provided the employee has been given written approval by an administrator to have such property on school or District premises and has on file a description of such property. The District's liability for this property will be for a thirty (30) day period. The approval for the use of this personal property may be extended by the administrator except the approval date may not extend beyond the work year of the employee.

### 15.2 Subrogation.

In the event the employee is paid the costs of replacing or repairing such property of the actual value of such property, the school district shall, to the extent of such payments, be subrogated to any right of the employee to recover compensation for such damaged or stolen property.

### 15.3 Insurance.

If at the time of loss, the employee has an insurance policy affording the same coverage as would be provided by this procedure, this insurance policy would be primary and the district would assume liability for only that portion of the loss not covered by the employee's insurance.

#### **15.4 Negligence.**

No reimbursement shall be made for any loss suffered because of lack of prudent care or failure to keep property in locked area available to the owner.

#### **15.5 Vehicle Reimbursement.**

Reimbursement for vehicle damage shall be limited to payment of the deductible amount of the employee's insurance policy. Reimbursement shall not exceed \$200 for damages resulting from malicious acts to a vehicle parked or driven on or adjacent to district premises. Reimbursement shall not be made in the case of collision; theft of an entire vehicle; theft of optional attached equipment such as radio, tape deck, car phone, camper shell, car cover, custom wheels, tapes or cassettes; or damage to a vehicle resulting from actual theft of the vehicle.

## ARTICLE XVI – PROMOTIONS

### 16.1 Application.

Unit members may apply for any vacant position by submitting a timely written application to the Human Resources and meeting all application requirements set forth in the notice of vacancy.

### 16.2 Interview.

Permanent unit members who meet District-determined criteria of qualifications, ability, and eligibility, will be offered an opportunity for an interview prior to selection of an outside applicant.

## ARTICLE XVII – ASSOCIATION AND EMPLOYEE RIGHTS

### 17.1 CSEA Rights.

CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

#### 17.1.1 Access to Work Area.

The right of access to areas in which employees work during time when the employee is not actually required to perform duties.

#### 17.1.2 Use of Mail System and Posting.

The right, without prior approval from the District, to post CSEA approved information materials on CSEA bulletin boards (at least one (1) of which shall be provided in each school building in areas frequented by classified employees) and the right to place such materials in employee mailboxes.

#### 17.1.3 Use of District Facilities and Equipment.

The right to the reasonable use, with advance approval of institutional equipment, facilities, and buildings so long as such use does not interfere with the District's educational foundation.

#### 17.1.4 Personnel File Review by Association.

The right to review and copy an employee's personnel file when accompanied by the employee or upon presentation of written authorization at any time during working hours, subject to the availability of authorized District personnel within a reasonable period of time.

#### 17.1.5 Unit Member Roster.

The right to receive a complete roster of bargaining unit employees annually.

**17.1.6 CSEA Annual Conference.**

District shall provide up to five (5) days each release time for such conference attendance for two (2) unit members.

**17.1.7 District Employee Directory.**

The Union shall be furnished each year with five (5) copies of the District's employee directory.

**17.1.8 Roster of Employees.**

The Union shall receive a roster of bargaining unit employees indicating name, classification, location, and hire date in October and April of each year.

**17.1.9 Budget Documents.**

The Union shall receive one (1) copy of the District's Worksheet Budget, the Tentative Budget, Publication Budget, and Final Budget.

**17.2 CSEA Release Time.**

At the beginning of every fiscal year, CSEA shall be credited with thirty (30) noncumulative days to be used for CSEA-related purposes during that school year. CSEA shall notify the Superintendent or designee in writing no less than forty-eight (48) hours before the date of intended use of said leave.

**17.3 Distribution of Contract.**

Within thirty (30) days after all parties have ratified, the District shall provide CSEA with a copy of the contract (in the case of new contract negotiations) or amendments (in the case of reopeners) for each unit employee. CSEA shall be responsible for distribution. New members shall be provided a copy of the contract without charge at the time of employment.



**17.4 No Discrimination on Account of CSEA Activity.**

Neither the District nor CSEA shall interfere with, intimate, restrain, coerce, or discriminate against employees because of the exercise of right to engage or not to engage in lawful CSEA activity.

**17.5 Distribution of Job Information.**

Upon initial employment and each change in classification and in job duties, each affected employee shall receive a copy of the applicable job description, a specification of the monthly hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, per week, and months per year.

**17.6 Field Assistance.**

CSEA may obtain Field and Legal Staff assistance at its sole expense for the purpose of representation in carrying out its obligations under this Agreement to its duty of fair representation.

**17.7 Donation of Work.**

The parties recognize the importance of having the community involved in the public schools. They also recognize the desire by individuals and/or community groups to donate work. While the District may wish to accept donated work, it is not the intent of this section to supplant, reduce, or transfer bargaining unit work.

17.7.1 With regard to donated work which may involve incidental cosmetic work or improvements to the appearance of school facilities, the following procedures will be followed:

- (a) The District may accept the donation of work provided that it does not result in the layoff or reduction of bargaining unit employees or positions. Donated work will not be accepted by the District for the purpose of decreasing employees' workload or restricting the addition of bargaining unit positions due to demands for service.

Furthermore, individuals or community groups shall not perform routinely and customarily performed work by bargaining unit members, other than that which is current practice.

- (b) The District agrees not to circulate newspaper advertisements for donated work.
- (c) The District will notify the Chapter one (1) week prior to the donation of work when possible.
- (d) If possible, donated projects should be confined to non-student time to avoid significant infringements on support staff's work. When donated work is scheduled at times other than support staff's regularly scheduled work hours, support staff should be included and compensated at the appropriate rate if his/her services are necessary. Arrangements for equipment and supplies should be made in advance.

## ARTICLE XVIII – PERSONNEL FILES

### 18.1 Materials Subject to Inspection.

Materials in personnel files of classified employees which serve as a basis for affecting the status of their employment shall be made available for inspection by the employee, or Association with the written consent of the employee, at any time during regular working hours, subject to the availability of authorized District personnel within a reasonable period of time.

### 18.2 Time for Inspection.

Employees may inspect all materials not specifically excluded by this Article upon request. Inspection shall be at a time when the employee is not actually required to render services to the District.

### 18.3 Derogatory Material.

All information and/or materials of derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed in the employee's personnel file unless and until the employee is given notice of the contents and a reasonable opportunity to review the contents and comment thereon. An employee may enter and have attached to any derogatory statement, his/her comments thereon. Such review shall take place during normal business hours and the employee shall be released from duty with pay for this purpose with no loss in salary.

## **ARTICLE XIX – MAINTENANCE OF BENEFITS**

The District and Association agree that written District policies related to wages, hours of employment and other terms and conditions of employment as defined in Section 3543.2 of Chapter 10.7, Division 4, of Title I of the Government Code shall be in force for the term of this Agreement and the District shall not modify or change these policies without first meeting and negotiating with the Association.

The District and the Association agree that this Agreement and the District Policy Manual shall prevail over state and federal law to the extent permitted and federal law.

## **ARTICLE XX – COMPLETION OF NEGOTIATIONS**

The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. This Agreement contains the agreement of the parties as to all subjects covered herein. It is agreed that the District and CSEA will support the terms of this Agreement during the life of this Agreement and will not seek change or improvement on any matters contained in this Agreement except by mutual agreement.

## ARTICLE XXI – SEVERABILITY AND SAVINGS

In the event any article, section or portion of this Agreement shall be declared invalid by a court of competent jurisdiction or is in contravention of any federal or state law or regulation the remaining provisions of this Agreement shall not be invalidated thereby and shall remain in full force and effect.

Should any article, section, or portion of this Agreement be declared invalid by a court of competent jurisdiction, or to be found to be in contravention of any federal or state law or regulation, the parties agree to meet and negotiate with regard to the matter in which said section(s) may be brought into compliance. Meeting and negotiation shall commence within thirty (30) days after such determination.

## ARTICLE XXII – TERM OF AGREEMENT

### 20.1 Term of Agreement.

The duration of the contract is three (3) years inclusive of July 1, 2019, through June 30, 2022. At each anniversary date of this agreement, the Association and the District shall respectively meet to negotiate salary and health benefits and may bring up to two (2) additional articles or reopeners of their choice.

The District and CSEA agree to continue to negotiate the remaining non-monetary proposals in future District or negotiation meetings.

### 20.2 Reopeners.

Proposals for contract reopeners shall be presented by the Association no later than March 15 of each year. For a successor agreement, the proposals by the Association are to be provided to the District at a minimum of ninety (90) days prior to the expiration of the agreement.

**AGREEMENT**

**BETWEEN THE**

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION (CSEA) AND ITS ROSEMEAD  
CHAPTER 9**

**AND THE**

**ROSEMEAD SCHOOL DISTRICT**

**JULY 1, 2019 – JUNE 30, 2022**

**ROSEMEAD SCHOOL DISTRICT:**

**CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION (CSEA) AND ITS  
ROSEMEAD CHAPTER 9**

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Alejandro Ruvalcaba  
Superintendent

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Katherine Monte  
CSEA President

---

Harold Sullins  
Assistant Superintendent, Administrative Services

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Mia Colacion  
CSEA LLR



## **SIDE LETTERS / MEMORANDUMS OF UNDERSTANDING**

### **APPENDIX A: MEMORANDUM OF UNDERSTANDING – PROFESSIONAL TREATMENT**

ROSEMEAD SCHOOL DISTRICT/  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
Rosemead Chapter #9

#### MEMORANDUM OF UNDERSTANDING

The intent of this Memorandum of Understanding is to establish that the philosophy of the Rosemead School District is to treat its classified employees in a professional manner at all times. This philosophy shall include, but not be limited to:

Any discipline/reprimand shall be conducted confidentially.

No employee shall be disciplined/reprimanded in front of another employee, student or the public.

No employee shall be treated discourteously, abusively or threatened by a student, fellow employee, administrator, or the public.

It is understood that we all are professionals and there shall be a level of mutual respect amongst all of the employees of the Rosemead School District.

This Memorandum of Understanding was executed on the 20<sup>th</sup> day of July, 1990. All parties (the District and CSEA) agree to this philosophy and acknowledge by signing below.

# APPENDIX B: SALARY SCHEDULE

Effective July 1, 2018

**ROSEMEAD SCHOOL DISTRICT**  
Classified Monthly Salary Schedule  
2018 - 2019

AR 4241.2(b)

## Schedule E - Monthly

	STEPS						
	1	2	3	4	5	6	
<b>R</b>	1	2,321	2,441	2,565	2,689	2,829	2,972
<b>A</b>	2	2,378	2,499	2,623	2,758	2,899	3,047
<b>N</b>	3	2,441	2,565	2,689	2,829	2,972	3,118
<b>G</b>	4	2,499	2,623	2,758	2,899	3,047	3,197
<b>E</b>	5	2,565	2,689	2,829	2,972	3,118	3,281
	6	2,623	2,758	2,899	3,047	3,197	3,358
	7	2,689	2,829	2,972	3,118	3,281	3,446
	8	2,758	2,899	3,047	3,197	3,358	3,530
	9	2,829	2,972	3,118	3,281	3,446	3,617
	10	2,899	3,047	3,197	3,358	3,530	3,708
	11	2,972	3,118	3,281	3,446	3,617	3,805
	12	3,047	3,197	3,358	3,530	3,708	3,896
	13	3,118	3,281	3,446	3,617	3,805	3,991
	14	3,197	3,358	3,530	3,708	3,896	4,092
	15	3,281	3,446	3,617	3,805	3,991	4,197
	16	3,358	3,530	3,708	3,896	4,092	4,300
	17	3,446	3,617	3,805	3,991	4,197	4,413
	18	3,530	3,708	3,896	4,092	4,300	4,517
	19	3,617	3,805	3,992	4,197	4,413	4,629
	20	3,708	3,896	4,092	4,300	4,517	4,750
	21	3,805	3,991	4,197	4,413	4,629	4,865
	22	3,896	4,092	4,300	4,517	4,750	4,984
	23	3,991	4,197	4,413	4,629	4,865	5,113
	24	4,092	4,300	4,517	4,750	4,984	5,238
	25	4,197	4,413	4,629	4,865	5,113	5,366
	26	4,300	4,517	4,750	4,984	5,238	5,504
	27	4,413	4,629	4,865	5,113	5,366	5,645
	28	4,517	4,750	4,984	5,238	5,504	5,786
	29	4,629	4,865	5,113	5,366	5,645	5,924
	30	4,750	4,984	5,238	5,504	5,786	6,077
	301	2,662	2,783	2,912	3,048	3,191	3,331

An employee shall begin receiving longevity pay on the first day of the month following completion of the necessary years of service of the employee's hire date.

- 3 years of service = \$15.00 total per month
- 5 years of service = \$35.00 total per month
- 10 years of service = \$55.00 total per month
- 15 years of service = \$80.00 total per month
- 20 years of service = \$110.00 total per month
- 25 years of service = \$145.00 total per month

Note: Less than full-time employees' anniversary increment and additional stipend

Board Approved: Nov. 7, 2019

Classified Salary Schedules 2018-19\_Sch E

## **APPENDIX C: DOMESTIC PARTNER COVERAGE**

### **TENTATIVE AGREEMENT**

Between

**ROSEMEAD SCHOOL DISTRICT AND THE  
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION, CHAPTER #9**

### **DOMESTIC PARTNER COVERAGE**

On August 6, 2004, the Rosemead School District and the California School Employees' Association, Chapter #9, agreed to the following item:

1. Effective October 1, 2004, the District will add domestic partner coverage to our benefit plans as defined below:
  1. Either of the following:
    - Be members of the same sex; or
    - Be members of the opposite sex and one or both be eligible for Social Security benefits and one or both be over the age of 62.
  2. Have a common residence.
  3. Agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership.
  4. Not be married or a member of another domestic partnership.
  5. Not be related by blood in a way that would prevent them from being married to each other in this state.
  6. Be at least 18 years of age.
  7. Be capable of consenting to the domestic partnership.
  8. Neither has previously filed a Declaration of Partnership with the Secretary of State that has not been terminated in accordance with the law.
  9. Both must file a Declaration of Domestic Partnership with the Secretary of State and provide a copy of this document with insurance enrollment forms.

**APPENDIX D: MEMORANDUM OF UNDERSTANDING – HEALTH AND WELFARE BENEFITS 2018-2019**

**ARTICLE X – HEALTH AND WELFARE BENEFITS**

**10.1 Health and Welfare Benefits**  
**2018-2019 Health and Welfare Benefits CAP**

The Association and the District agree there will not be any Health and Welfare increases for the 2018-2019 school year. The cap will remain at \$9,568.80 annually. The agreed amount is to be distributed in ten (10) monthly payments. The Service Plan for the 2018-2019 health and welfare benefits coverage year is October 1, 2018 – September 30, 2019. Employees that are receiving prorated benefits will receive the cap based on current contract language for pro-ration. In the event the health premium cost exceeds the employer contribution, the affected unit member shall pay the difference through payroll deduction.

## APPENDIX E: MEMORANDUM OF UNDERSTANDING – RECLASSIFICATION

Rosemead School District  
And  
CSEA and its Rosemead Chapter 9

Rosemead School District (herein the “District”) and the California School Employees’ Association, and its Rosemead Chapter 9 (herein “CSEA”) have met and conferred regarding the scope of work for the Maintenance and Operation’s Senior Clerk Typist position. The District and CSEA agree to the following Memorandum of Understanding as follows:

1. Both parties have an interest in ensuring that employees are paid equitably in accordance with the complexities of job duties.
2. The parties acknowledge that there is a need to have an objective process to evaluate the scope of work being performed with the position requirements for each classification.
3. Both parties agree to utilize and uphold the agreements outlined in the following ad hoc Reclassification Procedure for the purpose of affirming or denying the reclassification request for the Maintenance and Operation’s Senior Clerk Typist position and any subsequent requests made during the term of this MOU.
4. If the Reclassification request is affirmed, a recommendation, as determined by the Reclassification Committee, will be submitted to the Board of Trustees no later than thirty (30) days from the conclusion of the Reclassification process.
5. This memorandum will be in effect until June 30, 2020 unless extended by mutual agreement of the parties or upon ratification of a new reclassification article, whichever is sooner.
6. This Memorandum of Understanding is subject to ratification through CSEA Policy 610.
7. It is the intent of the Association and the District to include new reclassification language in subsequent contract negotiations.

### **RECLASSIFICATION PROCEDURE**

#### **Definition**

According to Education Code Section 45101(f): Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

The reclassification procedures set forth apply when significant permanent changes in assigned duties, as required by the District, occur in a unit member’s position that are not actually reflected in, or reasonably related to, the specific statement of duties required to be performed

as set forth in the job description for the position, and where changes require a skill level or a responsibility level higher than that usually required of the existing classification.

Reclassification is not the result of job performance or an increase in the quantity of duties and responsibilities contained in the existing job description.

#### **Important Reminders**

- 1) The position, not the person serving in the position, will be reviewed. Positions are reclassified, incumbents are not.
- 2) Reclassification should not be viewed as a reward for superior services, a reward for longevity or the qualifications of the incumbent. A classification structure is not intended to serve as a reward, recognition, or promotional system.
- 3) Assuming duties on one's own authority does not constitute a basis for reclassification.
- 4) Cross-training, learning new duties where the job function remains the same, or assisting other employees on limited basis is encouraged, but will not be considered a basis for reclassification.
- 5) An increase in workload within the incumbent's job description is not a basis for a reclassification.

In the event that a reclassification is recommended by the **Reclassification Committee**, preference will be given to utilizing existing classifications rather than creating single incumbent classifications.

#### **Requests for Reclassification**

The incumbent will formally request reclassification of their position by submitting a "Request for Classification Review" (attached) form to the Human Resources Department. Reclassifications approved by the Board will become effective no later than the first day of the month following Board approval.

#### **Reclassification Review Committee**

A Reclassification Committee shall be established within ten (10) working days of approval of this agreement by CSEA and the District, whichever is later and shall consist of four (4) voting members as follows: Two (2) CSEA Representatives appointed by the CSEA President and two (2) District representatives appointed by the Superintendent or designee. The Reclassification Committee's term shall run the term of this Memorandum. All actions taken by the Reclassification committee shall be taken only in official meetings conducted with all members present. Members of the Reclassification Committee shall be provided release time to attend committee meetings during their work hours.

To avoid conflicts of interest, Committee members may not submit a request for reclassification consideration for their own position while serving as a Committee member. Management Committee members cannot vote in the review process for positions in their immediate area of supervision. CSEA Committee members cannot vote in the review process for positions in their same classification.



### **Reclassification Committee Process**

The **Reclassification Committee** will have guidance from the **Coordinator of Human Resources** regarding analysis of job descriptions, salary surveys, or benchmarks.

The **Committee** shall review written reclassification request forms (described above), and may request other supporting documents, and may hear presentations from the employee, immediate supervisor, and/or reviewing manager.

Based on the documents, presentations and discussions, if the **Committee** determines the reclassification request to be meritorious, the **Committee** will determine whether assignment to an existing classification is possible or whether a new classification needs to be created.

The **Committee** may request the **Coordinator of Human Resources** to proceed to make appropriate changes in the classification description or create a new classification description. A recommendation to approve a reclassification request requires a three-fourths (3/4) vote of all members of the **Reclassification Committee**. The **Committee** shall issue its recommendation no later than forty-five (45) days from the first official meeting. The **Coordinator of Human Resources** and the **President of CSEA** may mutually agree to extend the deadline for the **Committee** to issue its recommendation. The **Coordinator of Human Resources** shall send written notification to the unit member regarding the reclassification committee's recommendation to approve or deny the unit member's request for reclassification within five (5) working days of the final decision. If the committee recommends a new classification should be created, the **District Negotiations team** shall meet and negotiate with **CSEA** regarding the title, job description and pay range of the new classification.

### **Recommendations for Salary Change**

If a reclassification results in placement in a higher classification, the employee shall either be placed on the step of the salary schedule that will result in a minimum of a 5% increase over his/her previous salary, or at an appropriate rate of pay in the higher classification, whichever is higher. Reclassification requests that result in a salary upgrade will become effective no later than the first day of the month following Board approval and authorization. Retroactive compensation up to one (1) year from the date of the **Reclassification Committee's** recommendation may be considered with the accompaniment of sufficient proof.

### **Possible Outcomes**

- 1.) The committee will determine that a reclassification request is warranted.
- 2.) The committee will determine that a reclassification request to a different classification is warranted.
- 3.) The committee will determine the need for a new job description.
- 4.) The committee will determine that a reclassification request is denied. In the event that a member's reclassification request is denied, the member may appeal the committee's decision when there is new information or evidence that was previously not considered.

**Recommendations for Job Description Changes**

Reclassification requests that result in changes to the classification description and/or job title shall become effective as soon as the Board of Trustees approves the revised classification description and/or job title.

**Recommendation to the Board of Trustees**

The Superintendent shall present any Reclassification Committee recommendations received at the next regularly scheduled Board of Trustees meeting. The unit member's evaluation date and salary step advancement date for purposes of step increases and longevity shall not change.

**Incumbent's Rights**

When an entire class of positions or a position is reclassified, the incumbents in the position shall be entitled to serve in the new position.

**Appeal Process for Denied Reclassification Request**

No later than ten (10) working days of the notification of a denied reclassification request, the employee may appeal the Committee decision by requesting to meet with the Committee and a Labor Relations Representative to present their justification face-to-face and to present the Committee with new information or evidence that was previously not considered. All appeal meetings shall be scheduled within five (5) working days of receipt of request of the appeal. The committee shall have ten (10) working days from the date of the appeal meeting to render their decision. If this meeting fails to change the decision of the Committee, the decision of the Committee is final.

The California School Employees  
Association, Chapter 9


Rosemead School District



Katherine Monte, CSEA President



Harold Sullins  
Assistant Superintendent, Admin Services



Mia Colacion, CSEA Labor Relations Representative

11/21/19