

AGREEMENT



between
the



**PARAMOUNT UNIFIED SCHOOL
DISTRICT**

and the

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
Paramount Chapter 447**

July 1, 2007 – June 30, 2010

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AGREEMENT

PREAMBLE

This Agreement is between the Board of Education of the Paramount Unified School District (hereinafter referred to as the "District") and the California School Employees Association and its Paramount Chapter 447 (hereinafter referred to as the "Association") for the period of time extending from July 1, 2007, through June 30, 2010.

Article I - RECOGNITION

1.01 Pursuant to the certification of the Public Employment Relations Board in Case No. LA-R-344, the District acknowledges that the Association is the exclusive bargaining representative for the following unit of employees as determined by the Public Employment Relations Board to be appropriate.

A. Included: Employees who are members of the classified service, employed in the following classifications:

CLASSIFICATIONS

Accompanist
Accounting Assistant
Accounting/Budget Technician
Accounting Technician-Nutrition Services
Adult Education Counseling Technician
Athletic Trainer/Equipment Technician
Buyer
Campus Security
Child Welfare & Attendance Technician
Counseling Assistant
Custodian
Grounds Maintenance Worker/Equipment Operator
Guidance Technician
Help Desk Technician
High School Data Technician
Human Resources Technician
Instructional Assistant
Instructional Assistant-Bilingual
Instructional Assistant-Early Childhood Education
Instructional Assistant-Special Education
Instructional Assistant-Special Education/Severely Handicapped
Instructional Materials Distribution Worker
Job Developer/Job Coach
Language Assessment Assistant
Lead Campus Security
Lead Custodian
Lead Electronics Repair Technician
Lead Maintenance Carpenter
Lead Maintenance Electrician/HVAC
Lead Maintenance Plumber
Library Technician
Maintenance Carpenter
Maintenance Electrician

Maintenance Glazier
Maintenance Irrigation Repair Technician
Maintenance Locksmith
Maintenance Painter
Maintenance Plumber
Maintenance Worker
Mentor Assistant
Network/Systems Analyst
Nutrition Services Manager
Nutrition Services Manager-High School
Nutrition Services Manager-Training Kitchen
Nutrition Services Manager-West Campus
Nutrition Services Worker
Office Assistant
Parent Education Assistant
Payroll Technician
PE/Locker Room Assistant
Reprographics Technician
Research Analyst
Research Specialist
Research Technician
Risk Management/Benefits Technician
School Administrative Assistant
School Administrative Assistant-West Campus
School Health/Office Technician
School Office Assistant
Senior Accounting Assistant
Senior Buyer
Senior Custodian
Senior Human Resources Technician
Senior Library Technician
Senior Nutrition Services Worker
Senior Office Assistant
Senior School Office Assistant
Special Education Technician
Speech/Language Assistant
Student Information Systems Specialist
Student Data Technician
Student Records Assistant
Technology Specialist
Technology Support Assistant
Transition Liaison
Translation Services Assistant
Utility Worker
Vehicle & Equipment Mechanic
Warehouse Worker/Delivery Driver

- B. Excluded: Excluded from the bargaining unit are all management, confidential and supervisory employees and all employees who are not a part of the classified service including, but not limited to the following:

MANAGEMENT

Assistant Director of Operations
Assistant Superintendent - Business Services
Director of Fiscal Services
Director of Food Services
Director of Operations
Director of Personnel
Director of Research & Evaluation
Director of Technology & Information Systems

CONFIDENTIAL

Administrative Assistant-Confidential
Administrative Assistant to the Superintendent-Confidential
Credentials Specialist
Executive Assistant-Confidential
Risk Management/Benefits Technician-Confidential
Senior Executive Assistant-Confidential
Senior Office Assistant-Confidential

SUPERVISORY

Administrative Assistant
Early Childhood Development Specialist
Lead Warehouse Worker/Delivery Driver
School Administrative Assistant-High School
Senior Custodian-High School
Supervisor – Accounting/Budget
Supervisor – Custodians & Security
Supervisor – Food Services
Supervisor – Maintenance
Supervisor – Operations
Supervisor – Payroll

- 1.02 Disputes concerning this article are not subject to the grievance procedure established in Article X. However, the Association shall have the right to seek clarification through proceedings of the Public Employment Relations Board with respect to new titles not specified in the above designation. Nothing agreed to herein shall prevent adjustments to the unit from being made upon agreement between the District and the Association.

- 1.03 The District acknowledges the Association's exclusive right under Government Code Section 3543.1 to represent the employees in the unit described above in their employment relations with the District.
- 1.04 As used in this Agreement, the term "employees" refers only to persons included in the bargaining unit described in Section 1.01 above.

Article II - DEFINITIONS

- 2.01
- “District” refers to the Paramount Unified School District.
 - “Board of Education” or “Governing Board” or “Board” refers to the duly elected governing body of the Paramount Unified School District.
 - An “employee” is a classified employee who is a member of the appropriate unit as defined in Article I - Recognition.
 - An “immediate supervisor” is the management or supervisory employee, outside the bargaining unit, having the first line jurisdiction over the employee.
 - A “day” is a day when the District’s central office is open for business.
 - “CSEA” or “Association” refers to the California School Employees Association and its Chapter #447, the exclusive representative of the classified employees defined in Article I - Recognition.
 - “Classification” or “class” is a single unique position in the classified service or a group of positions in the classified service which are sufficiently similar in duties and responsibilities that the same descriptive title, minimum qualifications, and salary range are appropriate for all positions in the group.
 - As used in this Agreement, the term “registered domestic partner” shall refer to those persons registered with the California Secretary of State pursuant to the provisions of the California Family Code Section 297.

Article III - MANAGEMENT RIGHTS

- 3.01 All matters not specifically enumerated as within the scope of representation under Section 3543.2 of the Government Code are reserved to the District. Except as clearly and explicitly limited by this Agreement, the District has all rights and powers relating to matters subject to negotiations as defined in Section 3543.2, and this Agreement shall constitute the only limitation upon District rights relating to such matters. The exercise of any District right in a particular instance, or its non-exercise, shall not constitute a waiver of the District's right to act in a different manner with respect to that right, or a waiver of that right.

Article IV - HOURS OF WORK

4.01 HOURS OF EMPLOYMENT

Hours of employment shall commence and end at times to be determined by the District. Except as provided below, the regular workweek for permanent, full-time employees shall consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day and forty (40) hours per week. This definition of the regular workweek shall not be construed as a guarantee of a minimum number of hours of work. Should there be a need to reduce the hours of a position, the District will implement this change in conformance with this Agreement and law. The District may temporarily assign employees to a different work schedule if an emergency occurs. An "emergency" is defined as any unforeseen or unexpected situation or condition. A change in a work schedule may also occur in a non-emergency situation when the employee agrees and the change is of a limited duration.

Nothing in this section shall preclude the District from assigning extra hours to an employee to work a special activity. A special activity is defined as an activity which does not occur on a regular weekly basis throughout the entire year such as a dance, an athletic event, or a special ceremony. The employee will be paid for the extra hours at his/her regular rate of pay (overtime if the employee has worked more than eight (8) hours).

The District may establish for specified classifications a workweek of five consecutive days different than Monday through Friday.

Employees working a 10-hour-per day, 40-hour, four-day workweek shall be paid one and one-half (1-1/2) times the regular rate of pay for all hours worked in excess of ten (10) hours in one workday or 40 hours in one workweek. Employees working overtime on a Sunday shall be paid two (2) times the regular rate of pay. (Exception: if Sunday is part of an employee's regular workweek, no overtime will be paid unless overtime is appropriate as specified above.)

4.02 The District shall continue its present practice of assigning employees a fixed, regular and ascertainable number of hours. This shall not be construed as a guarantee of a minimum number of hours of work.

4.03 **OVERTIME**

Overtime is defined as assigned work in excess of eight (8) hours in any workday or in excess of forty (40) hours in any calendar week. Employees working overtime shall be paid one and one-half (1-1/2) times their regular rate of pay for all overtime worked, except employees shall be paid double-time for overtime worked on Sundays. If agreed to by the employee and his/her supervisor, the employee shall receive compensatory time off within twelve (12) months following the month in which overtime is worked. Accumulated overtime shall not exceed forty (40) hours. If an employee accumulates more than forty (40) hours of overtime, he/she shall be paid for all additional overtime hours.

Employees shall not work overtime unless they are given direction or are permitted to do so by the immediate supervisor.

Employees working a 10-hour-per day, 40-hour, four-day workweek shall be paid one and one-half (1-1/2) times the regular rate of pay for all hours worked in excess of ten (10) hours in one workday or 40 hours in one workweek. Employees working overtime on a Sunday shall be paid two (2) times the regular rate of pay. (Exception: if Sunday is part of an employee's regular workweek, no overtime will be paid unless overtime is appropriate as specified above.)

4.04 Employees who are scheduled to work less than eight (8) hours per day shall receive their regular hourly rate of pay for all hours worked up to and including eight (8) hours in one (1) day. If such employee is assigned to work more than eight (8) hours in one (1) day, he/she shall be paid one and one-half (1-1/2) times his/her regular rate of pay for all such hours worked.

4.05 If an employee is called back to work after going home, he/she shall be guaranteed a minimum of two (2) hours pay.

4.06 **LUNCH BREAK SCHEDULE**

Employees working five (5) or more hours per workday shall be entitled to an unpaid thirty (30) minute duty-free lunch period as scheduled by their immediate supervisor. Employees who work four (4) or more hours per workday shall be entitled to a fifteen (15) minute break per four (4) hours as scheduled by their immediate supervisor. Employees who work less than four (4) hours per day shall not be entitled to a break. To the extent practicable, the immediate supervisor shall attempt to schedule the lunch period near the middle of the workday for full-time employees and breaks near the middle of four (4) hour work periods. This shall not preclude the immediate supervisor from scheduling lunch periods or breaks on a different basis where he/she determines that emergency or other operating needs of the District require such scheduling.

4.07 **IN-SERVICE**

All classified employees shall be allowed the opportunity for in-service training on in-service day.

4.08 **ADDITIONAL HOURS**

- A. Regular employees who work less than eight (8) hours per day may be offered an opportunity to work additional hours before a substitute is hired.
- B. Work assignments available between the end of one school year and the start of the next shall be offered to regular employees within the same class and location over substitutes.

4.09 **RETIRED SUBSTITUTE EMPLOYMENT**

- A. Qualified retired classified employees will be considered for future temporary or substitute employment within the District for positions in classifications they occupied while employed by the District.
- B. The qualified retired employee will be paid at Step III of the designated range on the current salary schedule for the position being filled.
- C. To be considered a qualified retired employee, the employee must meet the following:
 - 1. Be a full-time employee of the District at the time of application for the qualified retired employee program.
 - 2. Be retired from a position held in the District for ten (10) years of full-time paid service, and be 50 years of age prior to or on the retirement date.
 - 3. Upon retirement, the employee shall apply for benefits under the Public Employees' Retirement System (PERS) and, within a reasonable time after such application, the employee shall supply the District with proof that the employee is receiving benefits under PERS.
 - 4. The request to participate in this program should be submitted no later than January 15 of the school year in which the employee wishes to commence participation in the program. If a request is made after the deadline set above, the District may, at its sole discretion, decide whether or not to make the qualified retired

employee program available to the requesting employee.

- D. An employee's participation in this program shall be at the sole discretion of the District.

4.10 **WORKING OUT OF CLASSIFICATION**

Regular classified employees temporarily assigned the duties and responsibilities of a position of higher classification for a period exceeding three (3) consecutive working days or a period exceeding five (5) working days within a 15 calendar-day period shall receive the higher classification rate of pay, or five percent (5%) above their regular salary (whichever is greater), for the entire period of time worked in that classification. The rate paid shall not exceed the rate for the fifth step on the salary range for the higher classification.

Regular classified food services employees temporarily assigned duties and responsibilities of a higher classification for a period of time of one (1) or more hours shall receive the higher classification rate of pay, or five percent (5%) above their regular salary (whichever is greater), for the entire period of time worked in that classification.

Article V - LEAVES OF ABSENCE

5.01 GENERAL PROVISIONS

- A. A leave of absence is an authorization for an employee to be absent from duty, generally for a specific period of time and for an approved purpose.
- B. A leave protects the employee by holding a place for such employee in the District until the leave expires, with the right, to the extent practicable, to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained. There is, however, no assurance that the return assignment will be in the school or administrative site where such employee was assigned when the leave was authorized.
- C. A condition of each leave of absence is that any required license or certificate held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the employee.
- D. Employees on a leave of absence for which compensation is paid by the District under this Article, unless otherwise provided herein, shall receive health and welfare coverage, retirement credits, salary step advancement and vacation, the same as if they were not on leave. Those who go onto an unpaid leave shall be notified in writing by the District that they will be allowed to remain on continued coverage at their own expense pursuant to the terms of the applicable insurance plan, provided they make advance payment of the premium in a manner reasonably required by the District.
- E. Any regular monthly employee who regularly works less than forty (40) hours per week or less than a complete fiscal year (12 months) shall be entitled to leaves of absence, if granted, in the same ratio that his/her employment bears to forty (40) hours and a complete fiscal year (12 months).

Employees working a 10-hour-per-day, 40-hour, four-day workweek shall be entitled to the same number of hours of annual paid leave as employees working a five-day workweek. For absences occurring on a scheduled 10-hour day, 10 hours of paid leave shall be deducted from the annual entitlement.

- F. Utilization of leave provisions under this Article for whole or partial day(s) shall be deducted from an employee's leave entitlement whether or not a paid substitute was employed to replace the employee on leave.

- G. An employee who is absent shall give his/her immediate supervisor as much advance notice as possible (at least one [1] working day) of when he/she will return to work. An employee who returns to duty without providing such advance notice that he/she will be returning that day shall not be permitted to return to duty that workday and shall be charged with an additional day of absence. Such additional day of absence shall be at a loss of pay.
- H. It is agreed that an employee who is absent from work other than for those days as authorized by state law or authorized leave provisions of this Agreement is taking an unauthorized absence in breach of contract and in violation of this Agreement. The District will deduct a salary amount equal to the employee's established daily rate for unauthorized absences, and such employee may be subject to disciplinary action, or may be deemed to have abandoned employment after three (3) consecutive days of unauthorized absence.
- I. Immediately upon return to active service, the employee shall complete the appropriate District form and submit it to his/her immediate administrator.

5.02 **SICK LEAVE**

- A. The purpose of sick leave utilization shall be for physical and mental disability absences which make continued employment impracticable or for legally established quarantine.
- B. Employees who are employed five (5) days per week for a complete fiscal year shall be entitled to twelve (12) days of absence annually for illness or injury. Employees shall receive full pay for sick days thus allowed in any fiscal year, and the number of days not used shall accumulate from year to year. Every employee who works less than five days per week and/or less than a complete fiscal year shall be entitled to sick leave in direct proportion to which his/her employment relates to full-time annual employment (five [5] days per week for twelve [12] full months).
- C. Allowable sick leave credit for any one (1) fiscal year need not be accrued prior to being taken by the employee during said year. However, such leave may only be taken for workdays during an employee's designated work year. An employee who terminates employment prior to earning sick leave taken in advance of accrual shall have the appropriate amount deducted from his/her final warrant.

D. In any calendar year, an employee may use accrued and available sick leave, in an amount not less than the total sick leave that would be earned during six (6) months at the employee's current rate of entitlement, in order to attend to an illness of a child, parent or spouse of the employee. For the purpose of this section, the following definitions shall be applicable.

1. "Child" means a biological, foster or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.
2. "Parent" means a biological, foster or adoptive parent, a stepparent, or a legal guardian.

E. **Sick Leave Bank**

A classified employee who has suffered a catastrophic illness or injury which is expected to incapacitate him/her for an extended period of time may be eligible for additional sick leave benefits following exhaustion of all available sick leave. The intent is to allow employees time to be restored to health so that they may return to work. For purposes of this section "catastrophic" is understood to be a debilitating illness or injury which results in the loss of ability to work as verified by a physician. Eligible members shall be able to receive benefits when approved by the Sick Leave Bank Committee. (See Appendix A for Sick Leave Bank and forms.) The District will be held harmless from any liability arising from use of the Sick Leave Bank.

F. Sick leave may be accumulated from year to year.

G. The District shall credit each employee once a year with an additional one hundred (100) days of paid sick leave, not to be cumulative. Compensation shall be fifty percent (50%) of the employee's regular salary for this Section. An employee shall exhaust his/her accumulated sick leave and compensatory time before using this leave. Current sick leave and the specified one hundred (100) working days shall be applied concurrently. If the one hundred (100) days sick leave occurs at a time when the full one hundred (100) days of leave will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury.

H. **District Notification of Absence**

1. All employees for whom a substitute is required shall give notice to the Human Resources Office each day by 6:00 a.m. (day shift) or 12:00 noon (swing shift or night shift).

2. Employees for whom a substitute is not required shall give notice to their administrator when their work shift begins or consistent with whatever time frame the employee's immediate supervisor determines is sufficient notice. The employee will be excused from complying with the notice requirement when exigent circumstances do not permit the giving of timely notice, but shall be required to report his/her absence as soon as possible.
 3. Notice in both of the above cases shall consist of the employee's name, work location, the reason for the absence, and the intended date of return to work.
 4. Failure to notify the Human Resources Office or the administrator shall result in loss of pay for that workday and each subsequent workday that the employee fails or refuses to report his/her absence. Such failure or refusal to report absences may result in disciplinary action.
- I. If a permanent employee becomes ill while on authorized vacation, he/she may notify the District of the illness and the anticipated duration in a manner consistent with Education Code 45200. In such case, the employee may be charged with sick leave instead of vacation time for such days.
 - J. An employee who is absent shall give his/her immediate supervisor as much advance notice as possible (at least one [1] working day) of when he/she will return to work. An employee who returns to duty without providing such advance notice that he/she will be returning that day shall not be permitted to return to duty that workday and shall be charged with an additional day of absence, unless the supervisor determines otherwise. Such additional day of absence shall be at a loss of pay.

5.03 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

- A. Industrial accident and illness leave shall be granted to employees in accordance with provisions of this Section for injury or illness incurred within the course and scope of the employee's assigned duties.
- B. In order to qualify for industrial accident or illness leave coverage, an employee claiming such leave shall be subject to examination by a District-appointed physician to verify his/her condition and to evaluate any claims.

- C. An employee shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the treating physician, or, if the District determines it necessary, from a District-appointed physician, certifying the employee's ability to return to his/her position without restrictions and without detriment to his/her physical and emotional well-being or the physical and emotional well-being of other employees. Such release shall be in a form satisfactory to the District.
- D. An employee who has sustained a job-related injury or illness shall report the injury to his/her immediate administrator, on the form supplied by the District, the same workday the injury or illness occurs or no later than the next scheduled workday following the accident, if such accident occurs after school hours, unless the employee's condition makes it physically impossible to do so.
- E. Allowable leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the employee shall be allowed to use only the amount of leave remaining from the previous fiscal year.
- F. Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- G. Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.
- H. The District's Workers Compensation Administrator sends the District a check for the employee's temporary disability and the employee continues to receive salary continuance for sixty days. The amount the District receives is credited against the employee's Temporary Disability Account.
- I. Upon conclusion of the said industrial accident or illness leave, the employee may utilize any available sick leave benefits. However, any sick leave utilization, when combined with any temporary disability indemnity, compensatory time, or vacation shall not result in payment of more than full salary. For sick leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial-paid industrial accident or illness leave.
- J. Any employee receiving benefits under this industrial accident or injury

section who has been medically released for return to duty and who fails or refuses to accept an appropriate assignment shall be deemed to have abandoned his/her position on the effective date of the assignment.

- K. Any employee receiving benefits under this industrial accident or injury section who accepts other employment during the interim of the leave shall be deemed to have abandoned his/her position on the date of the acceptance of employment outside the District.

5.04 **VERIFICATION OF ABSENCE FOR ILLNESS/INJURY**

If requested to do so by the District, an employee whose absence exceeds four (4) consecutive workdays shall provide, at his/her own expense, a statement from a medical doctor or licensed practitioner stating the reason for the absence and indicating an ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being or to the physical and emotional well-being of other employees. Additionally, it shall be the prerogative of the District to require verification of absence of less than four (4) consecutive workdays if the District has a valid reason to believe that the absence may not have been used for proper sick leave purposes.

5.05 **MATERNITY/CHILD CARE LEAVE**

- A. A maternity leave is a leave of absence granted to a female employee during the period of time she must absent herself from her duties because of disability resulting from pregnancy or convalescence following childbirth or miscarriage. Such employee may elect to utilize her accumulated sick leave during her period of physical disability, provided the dates of disability and convalescence following childbirth or miscarriage are certified by her physician.
- B. The fully paid portion (sick leave) of such a leave is usable only for that period of time during which the employee is physically disabled and unable to perform her regular duties and responsibilities.
- C. After utilizing all accumulated sick leave and all allowable sick leave for the current school year, the employee shall be eligible for pay on the terms and conditions set forth in Section 5.02, Paragraph G of this Article.
- D. Not later than the sixth month of pregnancy, such employee shall provide the District with a written statement from her attending physician attesting to her ability to continue performing the full schedule of duties and responsibilities, and indicating the estimated date of birth. The District may require her to submit additional statements from her physician, if necessary in the reasonable judgment of her immediate

administrator. She may elect to continue on active duty until such date as she and her physician determine that she must absent herself from her duties because of disability resulting from pregnancy.

- E. Prior to return to duty, it will be necessary for the employee to validate her sick leave pay claims by having her physician certify the actual beginning and ending date of her disability. She also must secure her attending physician's release to active duty, and such release must be in a form satisfactory to the District.
- F. The District shall grant employees an unpaid leave of absence for the purpose of providing care to their children following the birth or legal adoption of a child, and may grant such leave at other times upon a showing of good cause by the employee.
 - 1. Application for such leave must be made in writing to the Human Resources Office at least forty-five (45) calendar days in advance of the intended last day of service to the District. The application shall indicate desired beginning and ending dates. The District shall make the final determination as to the beginning and ending dates. Where an emergency arises making such notice impossible, the employee shall give the District as much notice as possible and the District shall attempt to accommodate the employee's request for a leave.
 - 2. Such leave shall normally be up to six (6) months in length. Where the leave immediately follows the birth or adoption of a child, it shall run until the end of the six (6) months commencing after the birth of the child. Upon a proper showing of necessity by the employee, the District may renew such leave for six (6) additional months.

5.06 **PERSONAL NECESSITY LEAVE**

- A. An employee who has sufficient sick leave credit may request personal necessity leave within the limits of this Section due to any of the following emergencies:
 - 1. Death of a member of his/her immediate family: defined as mother, father, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or any other person living in the immediate household of the employee.

2. Accident involving his/her person (not otherwise chargeable to sick leave or industrial accident leave) or property, or the person or property of a member of his/her immediate family. Such accident must:
 - a. be serious in nature;
 - b. involve circumstances the employee cannot reasonably be expected to disregard;
 - c. require the attention of the employee during his/her assigned hours of service.
3. The illness or injury of a member of the employee's immediate family, as defined in Section 5.06 A.1., when the illness or injury constitutes:
 - a. imminent or major surgery which requires hospitalization;
 - b. a situation arising from sudden illness where the time element is such that the employee must absent himself/herself from work to determine if the illness or injury constitutes a case as defined in Section 5.06 A.2 of this Article.
4. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. In each case, each date of actual required attendance shall be certified by the clerk or authorized officer of the court.
5. Imminent danger to the home of an employee, as by flood or fire, which under the circumstances the employee cannot reasonably be expected to disregard and which requires attention during his/her assigned hours of service.
6. Participation in lawful meetings, activities, or observances where the employee reasonably believes that his/her participation is necessary and requires his/her absence from duty.
7. The birth of a child when it is essential to the health and welfare of his family for the employee who is the father of the child to be absent from his position during his assigned hours of service.

B. The employee shall submit whenever possible a completed Personal Necessity Leave Request form to his/her immediate supervisor five (5) working days prior to the date of the requested leave. When notification is not possible in advance for personal necessity, the employee shall complete the form within one (1) working day after returning from personal necessity leave. On the form, the employee shall:

1. Check the box indicating the reason the requested leave is necessary; and
2. Specify the number of days to be used from the employee's illness or injury leave.

For purposes of complying with this section, the employee need only check the box specifying the reason(s) for the leave. Further inquiry into the reason(s) is not necessary or required. Nothing provided herein, however, shall be interpreted as preventing the District from taking appropriate action to revoke the leave or discipline an employee should it be determined at a later time that the employee did not take the leave for the reason(s) specified on the form.

C. The above situations are subject to the following limits and conditions:

1. The total number of days allowed in one (1) school year shall not exceed seven (7) days of accumulated sick leave. Personal Necessity Leave may not be taken in less than one-half day increments.
2. Unused days in one (1) year are not cumulative and cannot be carried forward to the following year.
3. Any days, so requested by the employee, shall be deducted from, but cannot exceed, the number of full days of sick leave to which the employee is entitled.
4. Under no circumstances, shall leave provided by this Section be applied to offset absenteeism taken by the employee for the purpose of causing or participating in an education work stoppage in this or any other district or to interfere in any way with the normal and orderly operation of the schools.
5. Under no circumstances shall leave provided by this Section include items such as vacation and/or recreational activities.

D. Payment for such absence shall be made only upon certification by the

administrator to whom the employee is directly responsible that the absence was due to a situation designated as an emergency within the meaning of this Section. The employee shall sign a statement that such absence was due to an emergency. Furthermore, the District reserves the right to require the employee to furnish evidence of such emergency within five (5) days after return to work.

5.07 **PERSONAL LEAVE WITHOUT PAY**

- A. The District may, at its sole discretion, grant a leave of absence without pay for a period of not more than one (1) year at a time to employees upon their written request.
- B. Employees granted such leave shall be guaranteed the step held and their anniversary date upon their return.
- C. The District may, for good cause, cancel any personal leave of absence by giving the employee thirty (30) days written notice.
- D. Failure to report to work within five (5) working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated.
- E. The District shall provide a form for Personal Leave Without Pay which includes a section where the approval or denial of the leave is recorded. If a request for leave under this section is denied, the unit member shall be provided with the reason(s) for the denial in writing.

5.08 **MILITARY LEAVE**

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges of military leave. Employees shall request military leave in writing at least two (2) weeks before the commencement of their leave.

5.09 **BEREAVEMENT LEAVE**

- A. The District shall grant an employee a leave of absence, not to exceed three (3) consecutive days, with pay at the employee's regular rate, for the death of any member of his/her immediate family. If travel beyond a two hundred (200) mile radius is necessary, the leave of absence may be up to five (5) consecutive days.
- B. The term "immediate family" is defined as: mother (step-mother), mother-in-law, father (step-father), father-in-law, husband, wife, son (stepson), brother-in-law, sister-in-law, aunt, uncle, brother, sister, grandfather (or of spouse), grandmother (or of spouse), son-in-law,

daughter-in-law, daughter (step-daughter), grandchild (or of spouse), foster children, niece, nephew, or any person living in the immediate household of the employee. In order to qualify for such leave, an employee must submit a written statement to the Human Resources Division as to the relationship of the deceased to the employee. For purposes of this section, the term “registered domestic partner” shall apply equally in each instance where the word “spouse” appears.

5.10 **JURY DUTY LEAVE**

The District shall grant an employee regularly called for jury duty in the manner provided for by law a leave of absence with pay in the amount of the difference between the employee's regular rate of pay and the amount he/she receives from the court for performing jury duty. In order to qualify for payment under this Section, an employee must notify the Payroll Office of service date(s) upon receiving notice from the court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury duty, less meals, travel, and parking allowances. Employees on jury duty leave shall, if feasible, return to work during any day or portion thereof in which jury duty services are not required. The Payroll Office shall require verification of daily jury duty time.

5.11 **COURT LEAVE**

The District shall grant an employee summoned to appear as a witness in court, except as a litigant, a leave of absence with pay in the amount of the difference between the employee's regular rate of pay and the amount he/she receives as witness fees. In order to qualify for such payment, the employee must provide the Human Resources with a copy of the subpoena or court order and each date of necessary appearance under such order, other than the date specified in the subpoena, shall be certified to by the clerk or other authorized court officer.

5.12 **FAMILY CARE AND MEDICAL LEAVE**

The District will comply with all state and federal laws and regulations regarding family care and medical leaves. Leave benefits and requirements shall be consistent with Board Policy and Administrative Regulations.

A. **Eligibility for Leave**

An employee who has worked full time during the 12 months preceding the date of request made under this section shall be presumed to be eligible for Family Care and Medical Leave. For purposes of this section, ten-month employees will be deemed to have met the one-year requirement if they serve the full school year. Included in the

assessment of eligibility shall be any paid leave of absence granted for reasons which would otherwise entitle an employee to Family Care and Medical Leave.

B. Leave Entitlement

An employee shall be granted Family Care and Medical Leave for the following purposes: care for his/her child following the birth of the child; adoption of a child; foster care placement of a child with the employee; care for a child, parent, spouse, or registered domestic partner with a serious health condition; or inability to work because of the employee's own serious health condition. Such leave shall be in accordance with the following conditions:

1. Family Care and Medical Leave shall be without pay; however, the District shall continue to provide health benefits specified in Article XVII for the duration of the leave. In addition, the Family Care and Medical Leave shall not be considered a break in service.
2. Family Care and Medical Leave may be of any duration at the discretion of the employee, up to a maximum of twelve weeks within a twelve-month period.
3. Family Care and Medical Leave, when related to the serious health condition of the employee or his/her child, parent or spouse, may be taken intermittently or on a reduced workload schedule when medically necessary.
4. Family Care and Medical Leave taken for the birth, adoption or foster care placement of a child must be concluded within one year of the child's birth, adoption or foster care placement.

C. Request for Leave

If the need for Family Care and Medical Leave is foreseeable, the employee shall provide a written request at least thirty calendar days in advance. If the need for Family Care and Medical Leave is not foreseeable, the employee shall provide written notice as soon as practicable. If the need for Family Care and Medical Leave is due to planned medical treatment or supervision, the employee shall make reasonable effort to schedule the treatment or supervision to avoid disruption of District operations, subject to the approval of the appropriate health care provider.

D. **Certification**

When a request for Family Care and Medical Leave or an extension of an original Family Care and Medical Leave is due to the serious health condition of the employee or his/her child, parent or spouse, the District may require a certification from the attending health care provider which includes an estimate of the duration of the employee's or family member's absence.

1. The District may require, at the District's expense, certification from a District-designated second health care provider and a jointly-approved third health care provider to support a request to take leave because of an employee's own serious health condition.

Article VI - TRANSFERS/PROMOTIONS/ASSIGNMENTS

6.01 GENERAL PROVISIONS

A transfer is defined as a change of location within a classification. The District shall have the sole authority to determine when and where there is an opening and to transfer employees from one job site to another when the District determines that such a transfer is in the best interest of the District, subject to the unit members displacement rights as outlined in Article XIII Layoff, as long as there is no reduction in the number of available positions in the bargaining unit, and subject to the following transfer/promotion procedures:

6.02 VOLUNTARY TRANSFERS

Employees may request a transfer to take effect during the school year or at the beginning of the next school year for vacancies which the District management determines to fill. Such requests must be made in writing on a form supplied by the District and must identify the specific location or areas to which the employee desires to transfer. The District will consider employees requesting transfers for transfer, along with other qualified applicants from within and outside of the District, if the requesting employee possesses the appropriate training, experience and abilities for the vacant position. However, the final decision with respect to transfer requests is solely within the discretion of the District management.

6.03 PROMOTIONS

All employees considered for promotional opportunities within the District shall have their relevant paid work experience considered for advanced step placement up to Step III, provided they notify the District, in writing, of such experience at the time of application for the promotional position and verify such experience to the District's satisfaction. Voluntary and/or intermittent part-time experience is not relevant experience for advanced step placement.

6.04 INVOLUNTARY TRANSFERS

The District may transfer an employee whenever the District management determines that such a transfer is in the best interest of the District or the employee. An employee affected by such a transfer shall be given as much advance notice as is practicable under the circumstances.

An employee may request a conference with his/her immediate supervisor or a written statement regarding the reasons for the involuntary transfer. If the employee is not satisfied with the decision of the supervisor, he/she may

request a conference with the Director of Personnel.

6.05 **MEDICAL TRANSFERS**

- A. In order to protect his/her safety, an employee may request a transfer to another position within his/her classification or reassignment to another classification when the employee becomes medically unable to perform satisfactorily his/her regular job. The District shall grant the request provided:
 - 1. The District determines that a vacancy exists in the position to which the employee is seeking to be transferred; and
 - 2. The employee has submitted proper medical evidence of his/her inability to continue to perform his/her regular job duties; and
 - 3. The District determines that the employee is able to perform properly the duties of the job to which he/she is seeking to be transferred or reassigned.
- B. In addition to its right to transfer employees involuntarily under Section 6.04 above, the District may initiate the reassignment of an employee for medical reasons where it determines that in order to protect the safety of the employee or other employees, the employee is medically unable to perform satisfactorily his/her job duties. Such reassignment may result in a change in the employee's rate of pay.

6.06 **INCREASES IN WORK SCHEDULE**

- A. Positions increased in work hours or work months:
 - 1. Employees currently assigned to positions that will be increased in hours and/or months shall be entitled to remain in their positions if so requested. Such employees shall make their requests by completing a "Voluntary Increase in Work Schedule" form.
 - 2. Employees who do not wish to remain in positions that will be increased in hours and/or months will be considered for transfer.
 - 3. Employees desiring to transfer to positions with increased work hours/months will be placed according to seniority (date of hire) in order to replace employees who do not wish to remain in positions that will increase in hours/months.

4. When selections have been made for positions with increased hours/months, employees who have been replaced will fill the vacancies created by the selection of employees to fill their positions.
5. If no employees request transfer to positions with increased hours/months, then incumbent employees will have their work hours/months increased with their positions and offered vacancies with shorter hours/months when such vacancies occur or when transfer requests are received for increases in hours/months which match the employees' current work schedules.

B. Year-Round Work Schedules:

1. A current employee who has been given an initial assignment to a year-round schedule may request reassignment or transfer if the request is made within five (5) days of the date of the assignment. The request shall be made in writing and shall include a statement of the reason(s) for the request. At the request of the employee, a CSEA representative may participate in the process of determining if the request can be accommodated. The District shall review any and all available options for transfer or reassignment with the employee in an effort to accommodate the request. Any offer of transfer or reassignment shall not conflict with the best interests of the educational process.
2. As in past practice, Instructional Aides will continue to work the same number of days the children are on schedule, that being 176 days plus five (5) additional days to be assigned by the District, which equals 181 work days.

Article VII - EVALUATION PROCEDURES

- 7.01 The District retains the sole responsibility for the evaluation and assessment of the job performance of each employee, subject only to the following procedural requirements:
- A. Probationary employees (employees with less than nine (9) months or a minimum of 185 days of actual service in their current job classification) shall be evaluated at least twice during the probationary period. No less than three weeks (15 working days) of service shall pass between evaluations. Exception: Probationary employees charged with misconduct will be excluded from this requirement.
 - 1. Permanent employees who receive a promotion shall serve a six (6) month probationary period (a minimum of 125 days of actual service) and receive at least one evaluation not less than 30 days before the expiration of their probation in the promoted classification.
 - B. Permanent employees (employees with more than six (6) months continuous service in their present job classification)
 - 1. Prior to evaluation, if the evaluator determines that the employee needs to show improvement in his/her work performance, the evaluator may provide the employee with the following in writing:
 - a. areas where improvement is needed;
 - b. specific suggestions for improvement;
 - c. the time schedule to be utilized for monitoring progress;
 - d. a list of steps that will be taken to assist the employee to improve, if applicable.
 - 2. Permanent employees shall be evaluated between April 1 and June 1 every other year. If, in the District's opinion, more frequent evaluations are advisable, additional evaluations may be made at any time.
 - C. Evaluations shall be performed by the employee's immediate supervisor (management/supervisory employee) or other designated management/supervisory employee on forms prepared by the District. All evaluations will be done from the direct knowledge of the evaluator or from substantiated information. The employee may prepare a written response to the evaluation which shall be attached to such evaluation. Such response shall be transmitted to the administrator to whom the immediate supervisor is responsible prior to placement in the employee's

personnel file.

- 7.02 Claims that the above procedures have not been followed shall be subject to the grievance procedure. Disputes as to the content of the evaluation and the substantive objectives, standards and criteria applied in the evaluation shall not be subject to the grievance procedure.
- 7.03 An employee shall have the right to examine his/her personnel file maintained by the Human Resources Office or, upon his/her written authorization, a representative of the Association shall be permitted to examine the materials in the employee's personnel file. No derogatory materials shall be placed in an employee's personnel file before the employee has been supplied with a copy of the materials and has had an opportunity to respond in writing to the materials. Personnel file review shall occur before or after normal working hours except where an employee's normal working hours are the same as the hours the Human Resources Office is open, in which case an employee may take a reasonable amount of time to review his/her personnel file during his/her working hours so long as he/she obtains prior approval from his/her supervisor and his/her absence does not interfere with the District's operations. Access to personnel files shall be on a need-to-know basis, upon request to the Superintendent or Director of Personnel. The contents of all personnel files shall be kept in the strictest confidence.

Article VIII - INTERMEDIATE DISCIPLINE

- 8.01 In any situation where the conduct of an employee is such as to warrant suspension, the following procedure may be utilized by the District:
- A. The employee will be served with a Notice of Charges on or before the date the suspension occurs. Unless the employee specifies otherwise, a copy of the Notice of Charges and supporting documentation shall be forwarded to CSEA.
 - B. A meeting with the Superintendent or designee shall occur within ten (10) days (unless mutually agreed otherwise) at which time the employee may refute any charges made against him/her. The employee may have representation at said meeting.
 - C. The Superintendent or designee will have the authority to immediately suspend the employee with or without pay.
 - D. If the employee wishes to appeal the decision of the Superintendent or designee, he/she may, within five (5) days of the date of the meeting in (B) above, file a request for a hearing before the Board of Education. Failure to file a timely request for a hearing shall constitute a waiver of the right to a hearing before the Board of Education.

Article IX - SAFETY CONDITIONS

- 9.01 The District acknowledges its obligation to maintain a safe working environment for unit members and for prescribing appropriate safety standards. In providing this environment, the District shall comply with safety and health standards as directed by the California Occupational Safety and Health Act.
- 9.02 Unit members acknowledge their obligation to comply with District safety standards, including accident and safety reports, and to practice basic safety measures. Unit members shall report to their immediate supervisor suspected unsafe conditions. All reports shall be on District-approved forms in triplicate. Distribution will be as follows: one copy each to the employee or employees making the report, the supervisor, and the Safety Committee.
- 9.03 Unit members shall report to their immediate supervisor any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel which occurs at any time or place and is related to any school activity. Unit members are obligated to prepare any reports required by the District relating to such incidents.
- 9.04 The District will investigate all reports of suspected unsafe conditions and shall take such steps it deems necessary to correct conditions determined to be unsafe.
- 9.05 If a unit member believes a condition he/she has reported is still unsafe, even though the District has acted upon a report of an unsafe condition, the reporting unit member may appeal the condition to his/her supervisor's immediate superior for review. The intent of this section is to provide for the timely resolution of a safety disagreement between a unit member and the unit member's immediate supervisor.
- 9.06 No unit member shall suffer any retaliation on account of reporting a condition believed to be a violation of good safety practices.
- 9.07 A safety committee shall be formed composed of two (2) members appointed by the District and two (2) members appointed by the Association. The committee shall make recommendations to the District as needed to ensure compliance with the above sections.
- 9.08 If the District determines that the employment duties of a unit member require use of any equipment or gear to insure the safety of the member or others, the District agrees to furnish such equipment or gear.
- 9.09 In the event of an emergency that may affect the safety of employees and students, the District may deem it necessary to send employees home for a

specified period of time if there is no other available alternative. If conditions warrant evacuation of a site, all employees will be evacuated.

9.10 The provisions of this article are not subject to the grievance procedure.

9.11 Subject to the following conditions and limitations, the District shall reimburse employees for the loss of, destruction of, or damage to their personal property:

- A. With the exception of eyeglasses, contact lenses, hearing aides, dentures, watches or clothing necessarily carried or worn by an employee in the line of duty, personal property must be job relevant and may be used at the work site only with the prior written approval of the immediate supervisor. Written approval must be renewed annually.
- B. The loss, destruction or damage to personal property was the result of malicious acts of another person such as arson, burglary, vandalism, assault, etc., and cannot be wholly or partially attributable to the negligence of the employee in providing adequate care, custody or security for the property.
- C. The property loss is not the result of a disappearance; i.e., the loss must be attributable to a definite act or occurrence.
- D. A claim for reimbursement must be submitted to Business Services within five (5) working days of the employee's knowledge of the incident, on a claim form signed by the employee's immediate supervisor and accompanied by a sheriff's report, if one was prepared.
- E. All such property must have a value agreed upon by the employee and the immediate supervisor.
- F. All such personal property is expected to be removed from the workplace during summer, winter, or off-track breaks unless the employee receives permission from the immediate supervisor for the property to remain at the workplace during the breaks.
- G. The immediate supervisor must have reasonable cause to believe that the property loss, damage or destruction occurred on District premises or in the line of duty.
- H. Any reimbursement the District provides for the loss, damage or destruction of personal property will be applied to the verified amount not covered by the unit member's personal property loss insurance.
- I. Loss, damage, or destruction to personal vehicles is subject to reimbursement only if the loss occurred while parked in an employee

parking lot or other designated area during the time the employee's attendance is required. For purposes of this section, "other designated area" may include streets adjacent to District property when the parking lot is filled and there is no space available to park the employee's vehicle.

- J. Reimbursement shall not include any contents of a vehicle which are not attached to the vehicle (e.g., camera, jewelry).
- K. Personal property loss, damage or destruction shall not be reimbursed for vehicular collision.
- L. The amount of reimbursement shall not be less than \$25 nor more than \$200 and does not exceed the actual value of the property at the time of loss.
- M. An employee is entitled to a total of no more than \$200 in property loss, damage or destruction reimbursement claims per school year.

Article X - GRIEVANCE PROCEDURE

10.01 **DEFINITIONS**

- A. A “grievance” is a claim by one (1) or more employees, or the Association, that there has been a violation of a provision of this Agreement which personally and/or adversely affects the grieving employee or employees. Claims that the District has violated its administrative regulations or some provision of federal or state law shall be resolved through the procedures established in the applicable policies, administrative regulations or law and are not grievances for the purpose of this Agreement.

- B. An “immediate supervisor” is the lowest level supervisor excluded from the bargaining unit or administrator who has been designated by the District to adjust grievances and who has direct responsibility for the grieving employee. In the event the grievance cannot be resolved by the grievant’s immediate supervisor because he/she does not have the authority, by mutual agreement the grievance may be filed at the first level of administration that it can be resolved.

10.02 **PROCEDURES**

- A. **Step 1.** The aggrieved employee or employees shall notify his/her/their immediate supervisor within twenty (20) days after the first occurrence of the event or circumstances giving rise to the grievance or within twenty (20) days after the grievant through reasonable diligence should have obtained knowledge of the event or circumstances giving rise to the grievance. They shall meet and attempt to resolve the grievance informally within five (5) days after notification.

- B. **Step 2.** If the grievance is not resolved at the informal level, the grievant may, within ten (10) days after the informal meeting in Step 1, request a formal review by submitting the grievance in writing to his/her supervisor. Such statement shall be on a form prepared by the District and shall contain: the name of the employee or employees filing the grievance; a listing of the provision(s) of the Agreement alleged to have been violated; a brief statement describing the precise conduct of the District alleged to have violated the Agreement (including all names, dates, and places necessary for a complete understanding of the grievance); and the specific remedy sought. The building administrator or immediate supervisor shall attempt to resolve the grievance as soon as possible, but shall present a written answer to the employee within

ten (10) days after receiving the written grievance. Commencing at Step 2 of this procedure, the grievant may elect to represent himself/herself or have a job representative from the local chapter or a labor representative from the State Association or any person of his/her choosing, present at all subsequent conferences held for purposes of bringing resolution to the grievance. If the supervisor fails to respond within the prescribed time limits, the grievant may appeal to Step 3. If the grievant elects to represent himself/herself at this step or at any later step, the Association shall be relieved of any further obligation of representation (by written notice from the grievant). The District shall not agree to the resolution of a grievance at Step 2 or higher of this procedure until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. If the grievant chooses to have a representative other than the Association, the grievant shall notify the Association and the District in writing.

- C. **Step 3.** If the grievance is not settled in Step 2, it may be appealed to the Superintendent or designee. Such appeal shall be in writing and shall be submitted within ten (10) days after the receipt of the response at Step 2 or within ten (10) days after the time periods called for in Step 2 have passed. Within ten (10) days after receipt of the grievance at Step 3, the Superintendent or designee shall meet with the grievant in an attempt to resolve the grievance. Within ten (10) days after this meeting, the Superintendent or designee shall respond in writing to the grievant and the Association.
- D. **Step 4.** If the grievance is not resolved at Step 3, the grievant may submit the grievance in writing to the Board of Education within seven (7) days following the receipt of the response from the Superintendent or designee. The Governing Board will schedule, in closed session, a hearing on the grievance at its next regular meeting. At this meeting, the grievant and the job representative, or any other person of the grievant's choosing, shall be given the opportunity to testify and present evidence pertaining to the grievance. The Board's decision shall be communicated in writing by the Superintendent within seven (7) days after the hearing.

10.03 **GENERAL PROVISIONS**

- A. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of, nor justify the employee's refusal to perform assigned duties.
- B. The time limits on the filing and processing of grievances may be

extended only by a written agreement signed by the parties.

- C. A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last answer given. Such settlements shall be binding on all parties. If a District representative fails to answer a grievance within the time limits provided at a particular step (unless such time limits are extended by written agreement), the grievance may be appealed to the next step within the appropriate time limits.
- D. The Association and the employees waive their right to pursue any judicial or administrative remedy against the District as to any matter subject to the procedures established in this Article until such procedures are exhausted.
- E. The District will provide the Association with a copy of all formal grievances filed.
- F. The procedures established in this Article are the sole and exclusive means for employees and the Association to remedy any claimed violation of their rights under this Agreement and, as part of the grievance procedure, the Association agrees that, in addition to existing legal restrictions upon work stoppages, neither it nor its members, or agents, or representatives, or the employees or persons acting in concert with any of them, shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage of any nature whatsoever during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to, disputes which are subject to this grievance procedure.

Article XI - ORGANIZATIONAL SECURITY

- 11.01 Except as expressly exempted herein, all employees who do not maintain membership in the Association are required as a condition of continued employment to pay service fees to the Association.
- 11.02 The Association has the exclusive right to have employee organization membership dues and service fees deducted by the District from the wages or salary of employees in the bargaining unit in accordance with the following provisions:
- A. The District shall cause payroll deductions to be made in accordance with the District's procedures and the Association's dues and service fees schedule or payments to a designated charitable fund in lieu of service fees in case of an employee's bona fide religious objection.
 - B. Employees, in lieu of payroll deductions, may pay dues or service fees directly to the Association or, in the case of bona fide religious objection, provide proof of payment to a designated charitable fund.
 - C. In the event an employee does not pay dues or service fees directly to the Association, the District shall begin automatic payroll deduction after receipt of written notice from the Association specifying the names of the unit employees and the amount of the dues or service fees for each employee. Payroll deductions shall be processed in accordance with standard District operating procedures from the first day of the month following 45 calendar days after receipt by the District of the written notice directing dues/service fees payroll deduction.
 - D. The Association may specify a change in the amount of the dues or service fees provided an authorized Association officer submits a written notice to the District for such an adjustment. The processing of revised payroll deductions will be in accordance with the schedule provided in Section 11.02 C.
 - E. The District shall, without charge, transmit to the Association the sums deducted under this Article.

11.03 Any employee who has a bona fide religious objection, as defined in Government Code section 3546.3, to the payment of service fees in support of an "employee organization," as defined in Government Code section 3540.1 (d), shall not be required to join, maintain membership in, or pay dues or service fees required as a condition of employment. However, such employee shall be required, in lieu of service fees required by this Article, to pay sums equal to such service fees to any one of the following three designated non-religious, non-labor, charitable funds exempt from taxation under section 501 (3) of Title 26 of the United States Internal Revenue Code:

- a. CSEA, Chapter 447, Paramount High School Scholarship Fund
- b. City of Hope
- c. American Heart Association

Any employee claiming this religious exemption shall, as a condition of continued exemption, furnish to the Association a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings set forth objections to joining or financially supporting employee organizations.

The Association agrees to indemnify and financially hold harmless the District, its Governing Board, officers and administrators against any and all claims, demands, costs, lawsuits, actions, including attorney fees incurred in defending said persons or the District, or any other form of liability or expense, including, but not limited to, all court or administrative agency costs, expenses, fees, settlements and judgments that may arise out of, or by reason of, action taken by the District for the purpose of complying with this Article. The District shall promptly notify the Association of any civil, administrative or other action taken against the District as a result of its compliance with this Article.

Article XII - ASSOCIATION RIGHTS

- 12.01 The Association may, consistent with Section 12.02 below:
- A. Post notices of activities and matters of Association concern on bulletin boards, at least one of which shall be located in each school in an area frequented by employees; and
 - B. Use employee mailboxes for written communications to employees.
- 12.02 All material to be distributed or posted must involve official Association business only and must not be defamatory, obscene, or derogatory to any individual. It must be dated and identify the person and organization responsible for its promulgation. The Association assumes full legal responsibility for the content of its communications. A copy of all material to be posted or distributed under Section 12.01 must be delivered to the Superintendent or designee prior to the time of posting or distribution.
- 12.03 The Association may designate one (1) job representative and/or alternate at each work site, whose function shall be to assist members in the processing of grievances. The Association shall notify the District in writing of the names of employees who have been designated as job representatives. The job representative and other authorized Association representatives shall have the right of reasonable access to District facilities for the purpose of contacting employees for investigating or processing grievances provided that:
- A. They receive the approval of the site administrator before contacting employees at their work location; and
 - B. Their visits do not in any way interfere with school operations or the performance by employees of their assigned work.
- 12.04 The Association may utilize District facilities outside of District operations hours for meeting purposes, subject to reasonable District regulation under the Civic Center Act. The Association may continue to utilize District duplicating equipment, typewriters and projectors for Association purposes in accordance with the District's past practice, provided that:
- A. The equipment is not otherwise in use and is not moved from its normal place of use;
 - B. The operator for the Association is qualified to operate the equipment; and
 - C. The Association reimburses the District for the cost of operating such equipment.

- 12.05 The District shall provide the Association with a complete "hire date" seniority list of all employees on the effective date of this Agreement and every six (6) months thereafter.
- 12.06 The District will pay for the cost of printing a new contract. Within thirty (30) days after the ratification of this Agreement, the District shall furnish a copy to each employee in the bargaining unit and new employees shall be given a copy at the time they are hired.
- 12.07 The District shall grant a reasonable amount of release time for negotiating a new collective bargaining agreement.
- 12.08 The District shall provide release time with no loss of pay to one authorized representative of the Association to attend grievance meetings where it is necessary that such meetings be scheduled during working hours. Where possible, however, grievance meetings shall be scheduled by the District outside of normal working hours. This shall constitute "reasonable periods of release time" within the meaning of Government Code Section 3543.16(c). The Association shall have the right to determine who the authorized representative shall be.
- 12.09 The Association shall have the right to send two (2) delegates of its choice to the annual CSEA State Conference for a maximum of five (5) days each, without loss of compensation, each year. Upon presentation of receipts to the District Business Office, the employee shall be reimbursed for reasonable expenses (travel, lodging, meals) related to attendance at the conference up to a maximum of \$250.00 per delegate.
- 12.10 The Association shall be entitled to an aggregate total of ten (10) days of release time each school year, excluding Section 12.09, for use by elected officers of the Association for Association business. Such release time shall be communicated to the Superintendent (or his/her designee) by the Association President. Any Association officer shall use no more than seven (7) days of release time for Association business.

Article XIII - LAYOFFS

13.01 LAYOFF

- A. In the event unit members are to be laid off, the District shall, prior to sending layoff notices to affected employees, furnish CSEA with the seniority list in each classification in which there are to be layoffs.
- B. Employees subject to layoff as a result of the expiration of a specially funded program shall be given written notice of layoff on or before April 29th if the position(s) must be eliminated at the end of any school year. If the position(s) will be eliminated other than June 30th, the notice shall be given not less than 45 days prior to the effective date of their layoff. They shall be informed of their bumping rights and reemployment rights.

When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff not less than 45 days prior to the effective date of layoff. They shall be informed of their bumping rights and reemployment rights.

- C. The reason(s) for layoff shall be for lack of funds and/or lack of work. A layoff is any loss of regular status, including loss of employment or voluntary demotion or reduction in hours or months of employment in lieu of loss of employment.
- D. The order of layoff within a classification shall be determined by seniority according to length of service. "Length of service" shall mean the date of hire as a regular employee in the classification.
- E. Employees who have been reinstated following a separation from service shall have their dates of hire adjusted to account for periods of non-employment.
- F. The employee who has the least seniority in the classification, plus higher classifications, shall be laid off first.
 - 1. In the event of equal seniority, preference shall be given to the employee with the longest total service, first, as a regular employee, and second, as a substitute and/or short-term employee of the District. If a tie still exists, the employees will draw lots to determine order of preference.
- G. No permanent or probationary classified employee shall be laid off from any position while employees serving under emergency, provisional, short-term, or substitute status are retained in positions of the same class. A short-term or substitute employee may be separated at the

completion of his/her assignment without regard to the procedures set forth in this Article.

13.02 **Displacement (Bumping Rights)**

- A. The most senior employee in a class whose position has been eliminated shall be allowed to displace (bump) the least senior employee within the same class who is assigned the same number of hours per day and months per year as the affected employee. If no position exists with the same number of daily assigned hours and months per year as the affected employee, he/she may then bump the least senior employee having the next closest number of hours and months within the class. An employee bumping into a lesser work schedule shall be placed on a reemployment list for his/her former work schedule for a period of sixty-three (63) months.
- B. If the position the employee is presently serving in is abolished and there is no position of the same classification held by another employee less senior, the affected employee may displace the least senior employee in a lower class in which the affected employee formerly served. For purposes of calculating total seniority, seniority is based upon date of hire within the District. Any employee displaced from the position to which they are assigned on account of the exercise of displacement rights described herein, shall have the same rights to displace a least senior employee under the same auspices. If no such position exists, the affected employee may bump the less senior employee in the same manner. Should an affected employee not be able to displace a less senior employee in a class or lower class served, the employee will be laid off.
- C. An employee may not bump any employee assigned a higher work schedule.
- D. An employee who has no bumping rights or who waives the opportunity to exercise bumping rights will be laid off and will be placed on a reemployment list for his/her former classification for a period of thirty-nine (39) months.
- E. An employee required to be laid off may be assigned, as determined by administrative authority, to a position or elect demotion to a lower classification in which he/she has not served, provided that there is a vacant position in the lower classification and that he/she can meet the minimum qualifications for the position as specified in the job description as determined by the responsible administrator. Such assignment will not be made on the basis of previous length of service, but if so assigned, credit for salary schedule placement will be made on basis of

all prior service. In the event of future layoffs within the new class of assignment, the employee shall retain his/her original date of hire. Assignment to a position vacancy in another class, under this Section, in no manner voids the employee's layoff rights under other sections of this Article.

- F. Any employee demoted pursuant to this Article shall receive the maximum of the salary range in the class to which he/she is demoted provided that such salary is not greater than the salary he/she received in the higher classification at the time of demotion.
- G. In all cases where employees accept demotion in lieu of layoff or bumping rights, their names shall be placed on a sixty-three (63) month reemployment list for the classifications from which they were demoted.

13.03 **Reemployment**

- A. A reemployment list for each classification subjected to layoffs will be established and maintained for at least thirty-nine (39) months or until exhausted, whichever is sooner. For the period the reemployment list is in effect, laid off employees will be notified, in order of seniority, of openings in the class from which they were laid off.
- B. Persons on reemployment lists shall be employed in vacant positions in their previous class over all other available candidates except for reemployment lists established in accordance with the provisions of Education Code Sections 45192 and 45195, in which case such persons shall be listed in accordance with their seniority.
- C. When a vacancy occurs in a classification for which a layoff reemployment list has been established, the senior person on the list will be notified and given an opportunity to accept the vacancy.
 - 1. If unable to reach by telephone in one day, the District shall provide the senior person on the list with an opportunity to accept the vacant position within five (5) days of the mailing date of notification by registered or certified mail.
 - a. It shall be the responsibility of any laid off employee to provide the District, during a layoff, with his/her current mailing address and telephone number.
 - 2. An employee on a reemployment list will be given a maximum of two (2) offers of employment in his/her former classification. After a second refusal of reemployment, no additional offers will be made and the employee's name will be removed from the list.

- D. Employees on reemployment lists shall be eligible to compete in promotional examinations for which they qualify.
- E. Laid off employees do not accumulate seniority credit while on reemployment lists.
- F. A person reemployed within thirty-nine (39) months from a reemployment list shall be fully restored to his/her position with all rights and benefits that he/she had previously earned.
- G. Employees on reemployment lists may be employed as substitute or short-term employees (as the latter term is defined in Education Code Section 45103) in any case for which qualified, and such employment, or refusal of such employment, shall in no manner jeopardize or otherwise affect their status or eligibility for reemployment.
 - 1. The District will consider, when available, persons on reemployment lists for substitute or short-term employment in accordance with their seniority and qualifications.
 - 2. A short-term or substitute employee may be separated at the completion of his/her assignment without regard to the procedures set forth in this Article.

13.04 **Relevant Provisions**

- A. Service as a Substitute - Employees laid off shall be afforded opportunity for substitute employment in any class within the District provided they meet the minimum qualifications for such employment.
- B. Volunteers - No volunteers shall be used to perform an assignment, not currently performed by volunteers, in any classification series which has experienced a layoff of unit members.
- C. Assumption of Work by Others - Work substantially the same as work previously performed by employees who have been laid off shall not be performed by students, supervisory or management employees, nor shall such work be contracted out, if the work is not currently being performed by such persons.
- D. Increase in Work Assignment - Unit members remaining in employment in a classification that has experienced layoffs, shall not be required to perform an increased work assignment over and above their regular assignment, nor shall such employees be required to perform overtime work as a result of the layoff.

- E. Continuation of Health and Welfare Benefits - Employees who are laid off as of July 1 and are currently receiving benefits shall receive their benefits through the following September. Employees who are laid off on any other date shall receive their benefits for two (2) months following the date of the layoff.

13.05 **Interpretations and Circumstances Not Covered in Layoff Article**

- A. In matters of differing interpretations of this Article and/or when circumstances involving seniority rights which are not specifically covered by this Article, the District Superintendent or designee shall appoint an Investigation Committee which will include an equal number of CSEA members (appointed by the CSEA President). The Investigation Committee shall then make a recommendation to the District Superintendent.

Article XIV - EARLY RETIREMENT

14.01 It shall be the policy of the Paramount Unified School District to permit qualifying employees to retire early between the ages of 55 and 65.

A. To qualify for the early retirement option, the employee must meet the following conditions:

1. The employee must have attained the age of 55 prior to or on the date selected for retirement.
2. The employee must initiate the request in writing three (3) months before he/she plans to exercise this option.
3. The employee must have accumulated a minimum of eighty (80) service "points." These points shall be determined each year by multiplying the average number of hours worked per day during a school year times one (1) if the employee has worked the equivalent of a full year or a fraction if the employee has worked less. An employee must be in working or paid status for a minimum of 195 days in order to receive credit for a full year of service. If the employee works or is in paid status for less than 195 days then that fraction of the year he/she has worked shall be used in determining the number of points earned. Fractions shall be calculated to the hundredths place and rounded to the nearest tenth. (Illustration: If Employee A works or is in paid status for 156 days during a school year, Employee A shall be credited with .8 of a year of service (156/195). If Employee A has averaged 7 hours per day, Employee A will have earned 5.6 points toward retirement (7x156/195).) A change in assignment shall not result in a loss of service points toward retirement.

Only those years during which the employee worked/works four (4) or more hours per day in a bargaining unit represented position shall be used in calculating early retirement service points. Overtime and/or additional hours worked by the employee shall not be used in calculating such service points.

14.02 If an employee chooses early retirement, the School District shall pay the cost of his/her life insurance, health, and dental benefits equal to the cost which the District would pay if he/she were an active employee, and the cost of those benefits of his/her eligible dependent(s) at the time of retirement for the current year and for each year thereafter until the employee reaches the age of 65.

14.03 Employees who retire under this option shall not accrue sick leave or vacation benefits from the date of retirement.

Article XV - VACATION AND HOLIDAYS

15.01 Regularly assigned employees with either probationary or permanent status are eligible to earn paid vacation in accordance with the chart below:

Classified Vacation Schedule

Beginning with July 1st of year:	12 Month # of days	11 Month # of days	10 Month # of days
1st year*	13	12	11
4th year	14	13	12
6th year	16	15	14
7th year	17	16	15
8th year	18	17	16
9th year	19	18	17
10th year and above	20	19	18

* Credit for first year shall be granted for employment at any time during fiscal year. Otherwise an employee must be paid for 75% of the working days of the normal work year to receive credit for that year. A work year begins on July 1st of each year.

- A. Probationary classified employees shall earn vacation credit during the probationary period. However, vacation does not become an earned right until after completion of the initial probationary period with the District.
- B. Employees terminating service with the District for any reason prior to the completion of the probationary period shall not be eligible for the vacation benefits in any form.
- C. If in any given month an employee is in unpaid status for more than fifty percent of the employee's work month, the employee shall not be eligible for his/her vacation entitlement for that month.
- D. Part-time employees covered under this Agreement working less than full-time shall be credited with vacation leave in the same ratio that this employment bears to full-time employment.

- E. Any employee desiring to take vacation days must obtain prior written approval of the employee's department head/site administrator by submitting a completed District VACATION REQUEST to the department head/site administrator for his/her signature of approval. The administrator shall approve or deny vacation within five (5) working days of submission. Whenever a vacation request is denied, the administrator must give the employee the reason(s) for denial in writing.
- F. Cafeteria employees shall be entitled to take their vacation days in the same manner in which other ten month employees are entitled to take their vacation days.
- G. Upon the death of an employee, accumulated vacation time will be paid to the legal estate of the deceased.
- H. The reason for District-paid vacation is to provide regular rest and relaxation periods for employees. Employees should take all earned vacation each year if possible. However, such contingencies as work loads and the number of personnel on vacation at one time will necessarily have an influence in determining specific periods of vacation. In the event an employee is not allowed to take a previously approved vacation, then the employee shall be allowed to carry over those specific days beyond the allowable limit set out in Section I.
- I. On the first working day of the fiscal year, no classified employee shall have more than twenty-four (24) days of accumulated vacation. Any days of vacation that the employee has accumulated in excess of twenty-four (24) shall be paid for by the District. Any other exception to the above provision (Section H) shall be made by special request to the employee's immediate supervisor, subject to approval of the District Superintendent or designee.
- J. A total of twelve (12) days personal leave without pay in any fiscal year will be permitted without adversely affecting earned vacation. An employee who works less than a twelve (12) month period will receive a proportionate personal leave allowance according to his/her assignment.
- K. Employees working a 10-hour-per-day, 40-hour, four-day workweek shall be entitled to the same number of hours of annual paid vacation as employees working a five day workweek. For absences occurring on a scheduled 10-hour day, 10 hours of paid vacation shall be deducted from the annual entitlement.

15.02 Holidays for classified employees shall be:

Independence Day
Labor Day
Admission Day (In lieu of day)
Veteran's Day
Thanksgiving Holiday and Friday after
Christmas and two local holidays
New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Spring Vacation Day (floating)
Memorial Day

- A. Employees assigned to year-round school sites shall receive no less holiday pay than they would have received if not for the fact that they are assigned to a year-round school site. This shall also be true for ten-month employees. Employees who are "off-track" for a holiday shall not be deprived of holiday pay for that day if they would have received it had they been working on a traditional calendar.
- B. The local holiday designated "Spring Vacation Day (floating)" shall be a floating holiday for all employees. Employees shall submit a written request to take their floating holiday to their immediate supervisor at least five (5) days in advance of the date requested. Employees requesting to take this holiday on Good Friday shall not be denied their request.
- C. Regular classified employees paid on an hourly basis shall receive pay for all legal and Board-declared holidays during the school year.
- D. The scheduling of Admission Day shall be open for negotiation.
- E. Employees regularly assigned a 10-hour-per-day, 40-hour, four-day workweek will be assigned an eight-hour-per-day, five-day workweek whenever one or more holidays occur in the workweek. For such five-day workweeks, overtime will be paid for all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek.

Article XVI - SALARIES

16.01 The salary schedule reflecting salaries effective December 1, 2008 is attached as Appendix C.

16.02 For the 2008-2009, 2009-2010 contract years, salaries will be subject to bargaining in accordance with Article XXII.

16.03 **LONGEVITY PAY**

Longevity pay will be paid to classified employees having completed ten (10), fifteen (15) or twenty (20) working years or more of service.

A. At the end of the tenth year - a total of \$60 per month;

B. At the end of the fifteenth year - a total of \$80 per month;

C. At the end of the twentieth year - a total of \$100 per month;

D. At the end of the twenty-fifth year – a total of \$120 per month;

E. At the end of the thirtieth year – a total of \$140 per month

F. The maximum allowable amount shall be \$140 per month. Longevity will be computed on the employee's date of hire, which shall be adjusted to account for separation from service followed by reinstatement.

16.04 Full-time monthly employees will receive the full amount per month. Less than full-time and hourly employees will receive a prorated amount based on 173.3 hours per month.

16.05 **PERS TAX DEFERRAL**

The District shall allow eligible classified employees to defer payment of income taxes on PERS contributions as provided by applicable State and Federal statutes.

Article XVII - INSURANCE BENEFITS

- 17.01 The District shall provide medical, dental and life insurance for the 2008-2009 insurance year as shown in Appendix D. The cost of these benefits shall be paid by the District, except for employee premium co-payments listed in Appendix D.
- 17.02 The District, at its discretion, in consultation with the Association, may change insurance carriers provided that the benefits and services obtained remain equal to or better than those currently provided. Should either party wish to modify the level of benefits or services, such changes will be subject to bargaining in accordance with Article XXII.
- 17.03 The District shall include vision, prescription drug and injectable coverage in the Kaiser Health Plan.
- 17.04 The life insurance policy for employees shall be at the level of the current plan.
- 17.05 To be eligible for the insurance benefits provided in this article, an employee must work at least four (4) hours per regular workday.
- 17.06 Employees eligible for insurance coverage upon being hired shall be entitled to health and welfare benefits as follows:
- A. Employees hired between the 1st and 15th of a month will have coverage effective beginning the first of the following month.
 - B. Employees hired between the 16th and 31st of a month will have coverage effective the beginning of the second month.
 - C. The District will pay for the coverage during the months that there are no payroll deductions for benefits.
- 17.07 All CSEA members may authorize payroll deduction for California Casualty home, auto and life insurance, and the American Fidelity Income Protection Plan. All CSEA members whose daily assignment is for less than four (4) hours may authorize payroll deduction for PMI Dental coverage. Employees who wish to authorize payroll deduction for this purpose must file an appropriate payroll deduction form with the Payroll Department.
- 17.08 For the 2008-2009 and 2009-2010 insurance years, employee benefits will be subject to bargaining in accordance with Article XXII.

The Insurance Committee shall continue to function as described in the Memorandum of Understanding referred to in Section 17.01.

Article XVIII - CLASSIFICATION REVIEW PROCEDURES

18.01 Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase in duty responsibilities over a period of time by the incumbent in such position.

A. REQUEST FOR POSITION REVIEW

In view of the recently conducted comprehensive classification study, the District and CSEA agree to a moratorium on processing any reclassification requests under this Article for a period of twelve (12) months after ratification of this Agreement.

1. All requests to have a position reviewed shall be made on a Position Analysis Request form.
2. An employee-completed Position Analysis Request form shall be given to the employee's immediate supervisor, who shall place his/her comments on the form and forward it to the department/division administrator within ten (10) days.
3. The department/division administrator shall place his/her comments on the form and return it to the employee within ten (10) days.
4. The employee shall then forward the Request to Human Resources, if he/she so chooses.
5. Human Resources shall determine the appropriateness of the request.
 - a. The Request shall be reviewed for organizational requirements.
 - b. If Human Resources determines that the employee was authorized to work in a higher classification but the assignment is organizationally inappropriate, then the employee shall cease working out of classification within no more than four days. The employee shall be paid for the entire period of time for which it can reasonably be determined that the employee was working in a higher classification. Compensation shall be according to the provisions for working out of classification, as per Article IV, Section 4.10.

- c. If the Request is determined to be a possible on-going need for the assignment of additional responsibilities, it shall be presented to the Classification Review Committee.
 - d. If the request is denied, the employee may appeal the decision in writing to the Executive Cabinet with ten (10) working days from receipt of the denial. If the Executive Cabinet determines that the Request is appropriate, it will refer the Request to the Classification Review Committee.
6. The Classification Review Committee shall be responsible for reviewing Position Analysis Requests submitted to the Committee by Human Resources. The Committee shall make recommendations regarding whether or not reclassification is warranted or if further analysis is needed by a consultant.
- a. The Classification Review Committee shall be composed of an equal number of representatives from CSEA and management, not including the Director of Personnel who shall chair the committee. All representatives on the Committee shall have an equal vote. The chair shall vote only in case of a tie.
 - b. The employee shall be notified of the date on which the Request will be reviewed by the Classification Review Committee. The Committee shall meet to review the Request by the next calendar month after the date of receipt of the Request by Human Resources.
 - c. An employee shall be notified of the status of his/her Request within three (3) working days after the Classification Review Committee has made a determination regarding the Request.

B. Appeals

- 1. An employee may personally appeal a denial of a Position Analysis Request to the Classification Review Committee. Such request shall be made in writing to Human Resources.
- 2. Human Resources shall schedule all current appeals for the next meeting of the Classification Review Committee.
- 3. Following the appeal, the decision of the Committee as to the disposition of the Request shall be final.

C. **Final Disposition**

1. Upon completion of the position analysis, a recommendation for reclassification or no change in classification will be submitted to CSEA. A recommendation for reclassification will not be submitted to the Board of Education until CSEA has agreed in writing with the recommendation. The agreed-upon recommendation shall be forwarded to the Board of Education.
2. The Board of Education shall have final authority to approve any recommendation for reclassification made by the Committee.

Article XIX - NON-DISCRIMINATION

19.01 APPLICATION OF THE AGREEMENT

The District and the Association agree that by law neither shall discriminate against any employee in applying the specific provisions of this Agreement on the basis of age, sex, marital status, domicile, medical or physical disability, ethnic origin, religious creed, or lawful political affiliation; or because of membership, non-membership, or participation in lawful activities of any employee organization.

A grievance may only be filed for an allegation of discriminatory application of this Agreement. Any allegation that the District has otherwise disseminated against an employee is to be adjudicated only via the appropriate State and/or Federal agency.

19.02 REASONABLE ACCOMMODATION

In the administration of this Agreement, the District and the Association will provide reasonable accommodations to qualified employees with a disability. The need for and extent of such accommodations shall be determined by the District in accordance with its interpretation of the requirements of the Americans with Disabilities Act, even if such accommodations may be in conflict with another provision of this Agreement.

Article XX - SEPARABILITY

- 20.01 Should any article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

Article XXI - ENTIRE AGREEMENT

- 21.01 This Agreement concludes all meeting and negotiating between the parties during the term of this Agreement and constitutes the sole, entire and complete agreement between the parties and supersedes all prior agreements and understandings, oral or written, express or implied, between the District and the Association or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

Article XXII - DURATION

- 22.01 This Agreement shall become effective July 1, 2007, and shall continue in effect to and including June 30, 2010. The Association and District hereby agree to renegotiate salaries, fringe benefits, and one additional article each for the 2008-2009 and 2009-2010 school years. This Agreement shall remain in full force and effect until a successor agreement is reached or impasse is declared by the Public Employment Relations Board (PERB).

Article XXIII - RATIFICATION

This Agreement is approved and ratified by the Board of Education, Paramount Unified School District, and the officers and members of the California School Employees Association and its Paramount Chapter 447 on this _____ day of _____, 200__.

President, Board of Education

President, CSEA, Chapter 447
Negotiating Team

David Verdugo
District Superintendent
Secretary to Board of Education

Donald Lockwood
Labor Relations Representative
CSEA, Chapter 447

APPENDIX A

SICK LEAVE BANK

The Sick Leave Bank is intended to assist classified employees who have suffered a catastrophic illness or injury and have used all available sick leave by providing additional paid leave so that they may be restored to health and return to work. "Catastrophic" is understood to be a debilitating illness or injury which results in the loss of ability to work as verified by a physician. Eligible employees shall receive benefits when approved by the Sick Leave Bank Committee.

1. **Eligibility:**

- a. Employees who suffer a catastrophic illness or injury which results in the employee using all available sick leave (current, accumulated) shall become eligible to use the Sick Leave Bank subject to the restrictions and conditions outlined below.
- b. The use of the Sick Leave Bank shall only be available to those classified employees who are current members of the Bank. (The exception to this restriction shall be any classified employee who was absent due to an approved catastrophic illness at the time of ratification of this agreement.)
- c. Exclusions: Illness or injury in the immediate family or any other person other than the employee is not covered. Pending and/or approved worker's compensation claims and related illness leaves shall be excluded from the benefits of the Sick Leave Bank.

2. **Sick Leave Bank:**

CSEA, Chapter 447 shall establish a Sick Leave Bank to which all classified employees may donate earned and unused sick leave days. This donation shall be irrevocable and shall be accomplished by the classified employee filing a "CSEA Sick Leave Bank Membership Form." The form shall clearly state that the sick leave days being donated are irrevocably given to the Sick Leave Bank and cannot be rescinded for any reason whatsoever. A donation to the Sick Leave Bank shall be a general donation. Sick leave days donated to the Bank but unused by the end of any contract year shall accumulate from year to year.

3. **Donation of Days:**

- a. Employees must contribute a minimum of one (1) day per year to maintain eligibility in the Sick Leave Bank during the enrollment period of benefits.
 - (1) A Sick Leave Bank Membership Form will be sent to employees by CSEA at the beginning of each school year.

- (2) The Sick Leave Bank Membership Form must be returned to CSEA by the last Friday of the second week in October.
 - (3) Membership will automatically continue each year with the transfer of at least one day, or more if requested, of their sick leave to the Sick Leave Bank.
 - (4) Members who wish to discontinue participation must submit a letter of withdrawal to CSEA.
- b. In addition to the one day eligibility contribution, a classified employee may donate up to a maximum of one-half ($\frac{1}{2}$) of the yearly earned sick leave.
 - c. For bookkeeping purposes, a sick leave day given by a full-time or part-time employee is considered a day given whether it be used by a full-time or part-time employee.

4. **Sick Leave Bank Committee:**

- a. The Sick Leave Bank Committee shall consist of five (5) CSEA members appointed by the Chapter Executive Board.
- b. The decisions of the Committee shall be final and binding and are not grievable.

5. **Sick Leave Bank Forms:**

A copy of all Sick Leave Bank forms shall be forwarded to the Sick Leave Bank Chairperson, who will be responsible for their distribution to the Committee and Payroll. The CSEA Chapter President shall also receive a copy from the Chairperson.

Form A: Sick Leave Bank Membership Form

Form B: Request for Use of Sick Leave Bank/Physician's Statement

Form C: Notice of Sick Leave Bank Committee Action

6. **Maximum Number of Days/Unused Days:**

The maximum number of days allowed to be utilized by one employee for a single catastrophic illness or injury shall not exceed fifty (50) days or fifty percent (50%) of the total available bank, whichever is less.

7. **Approved Days Not Used:**

Any days approved by the Sick Leave Bank Committee that are unused by the employee shall be returned to the Sick Leave Bank.

8. **Approve Days Equal to Employee's Regular Pay:**

If an employee uses a day from the Sick Leave Bank, pay for that day shall be the same pay the employee would have received had the employee worked that day.

9. **Paid Leave Status:**

Employees who are granted use of Sick Leave Bank days shall be considered in "regular paid status" during such use, but they shall not earn vacation or regular sick leave as a result of such "paid status."

10. **Hold Harmless:**

CSEA agrees to indemnify and hold harmless the District against any and all liabilities, demands, lawsuits, claims, or actions which may be brought against said District or District Board of Education, individually or collectively, its officers, employees, and agents, including, but not limited to, reimbursement for all costs, expenses, fees, settlements, and judgments, and providing an effective defense on behalf of the District against any and all lawsuits or other proceedings arising out of, and in connection with, the Sick Leave Bank.

**Paramount Unified School District
California School Employees Association
Chapter 447**

SICK LEAVE BANK MEMBERSHIP FORM

Name (please print)	Work Site/School
Social Security Number	Position

This is to attest that I have read the CSEA Sick Leave Bank Policy of the Paramount Unified School District and hereby authorize the District to reduce my sick leave balance by (circle one) **1 2 3 4 5 6** days to become an initial member of the Sick Leave Bank and one day each year thereafter to continue my membership.

I understand that **ALL CONTRIBUTIONS TO THE SICK LEAVE BANK ARE NON-REFUNDABLE**. I understand that to discontinue my membership I must submit a letter of withdrawal to the CSEA President no later than the 2nd Friday in October.

Employee Signature	Date
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Note: (1) Open enrollment for the CSEA Sick Leave Bank is September 1st to the 2nd Friday in October; (2) Employees new to the District may enroll in the CSEA Sick Leave Bank after they have completed one year as an employee of Paramount Unified School District.



I do not wish to participate in the Sick Leave Bank for the 20__ - 20__ school year.

Employee Signature	Date
--------------------	------

Information for Employees: This form is to be completed only once. If you are already a member of the Sick Leave Bank, it is not necessary to complete this form again.

Copies to: CSEA President, Payroll, Employee

****CONFIDENTIAL INFORMATION****

**Paramount Unified School District
California School Employees Association
Chapter 447**

REQUEST FOR USE OF SICK LEAVE BANK

Name (please print)	Work Site/School
Position	Date

As a member of the CSEA Sick Leave Bank Program of the Paramount Unified School District, I would like to apply for the use of _____ days from the Sick Leave Bank due to the following circumstances:

I am requesting the use of sick leave days beginning:

Month Day Year	TO:	Month Day Year
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I understand that before Sick Leave may be withdrawn from the Sick Leave Bank, all of my accrued sick leave must be used.

Employee Signature	Date
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PHYSICIAN'S STATEMENT

(Must be completed by attending physician)

Patient's Name: _____

Diagnosis: _____

Prognosis: _____

Employee will be completely unable to work from: _____ TO _____
Month Day Year Month Day Year

Comments: _____

Physician's Signature	Date
Address City State Zip	Phone Number ()

**Paramount Unified School District
California School Employees Association
Chapter 447**

NOTICE OF CSEA SICK LEAVE BANK COMMITTEE ACTION

Name (please print)	Work Site/School
Social Security Number	Position

_____ met on _____
(List names of committee members attended) (date)

The Sick Leave Bank Committee reviewed your request for sick leave days from the Sick Leave Bank and the disposition of your request is as follows:

Approved for a maximum of _____ days.

Disapproved

Any days approved that are not used by the employee shall be returned to the CSEA Sick Leave Bank.

Member	Member
Member	Member
Member	Member
Member	Member

Date

Distribution: CSEA President; Payroll (if sick leave days are granted); Employee

APPENDIX B

PARAMOUNT UNIFIED SCHOOL DISTRICT

CSEA CLASSIFIED EMPLOYEES RANGE PLACEMENT

TITLE	RANGE	TITLE	RANGE
Accompanist	112	Library Technician	116
Accounting Assistant	118	Maintenance Carpenter	130
Accounting Technician-Nutrition Services	125	Maintenance Electrician	134
Accounting/Budget Technician	130	Maintenance Glazier	130
Adult Education Counseling Technician	126	Maintenance Locksmith	131
Athletic Trainer/Equipment Technician	119	Maintenance Painter	130
Buyer	128	Maintenance Worker	126
Campus Security	118	Maintenance Irrigation Repair Technician	130
Child Welfare & Attendance Technician	123	Maintenance Plumber	132
Counseling Assistant	123	Mentor Assistant	111
Custodian	117	Network/Systems Analyst	147
Grounds Maintenance Worker/Equip. Oper.	121	Nutrition Services Manager	117
Guidance Technician	120	Nutrition Services Manager - High School	123
Help Desk Technician	128	Nutrition Services Manager-Training Kitchen	121
High School Data Technician	124	Nutrition Services Manager-West Campus	119
Human Resources Technician	125	Nutrition Services Worker	109
Instructional Assistant	111	Office Assistant	116
Instructional Assistant - Special Ed./SH	115	Parent Education Assistant	116
Instructional Assistant - Early Childhood Ed.	111	Payroll Technician	125
Instructional Assistant-Bilingual	112	PE/Locker Room Assistant	112
Instructional Assistant-Special Ed.	112	Reprographic Technician	126
Instructional Materials Distribution Worker	123	Research Analyst	149
Job Developer/Job Coach	116	Research Specialist	137
Language Assessment Assistant	113	Research Technician	130
Lead Campus Security	121	Risk Management/Benefits Technician	126
Lead Custodian	123	School Admin. Asst. - West Campus	126
Lead Electronics Repair Technician	135	School Administrative Assistant	123
Lead Maintenance Carpenter	136	School Health/Office Technician	116
Lead Maintenance Electrician/HVAC	135	School Office Assistant	116
Lead Maintenance Plumber	135	Senior Accounting Assistant	124
		Senior Buyer	130
		Senior Custodian	122
		Senior Human Resources Technician	127

Senior Library Technician	123
Senior Nutrition Services Worker	111
Senior Office Assistant	118
Senior School Office Assistant	118
Special Education Technician	121
Speech Language Assistant	111
Student Data Technician	119
Student Information Systems Specialist	135
Student Records Assistant	116
Technology Specialist	135
Technology Support Assistant	120

Transition Liaison	119
Translation Services Assistant	112
Utility Worker	117
Vehicle & Equipment Mechanic	133
Warehouse Worker/Delivery Driver	125

Effective: December 1, 2008
Approved: October 14, 2008

APPENDIX C

**PARAMOUNT UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
CSEA Bargaining Unit – Schedule L
2008 – 2009**

MONTHLY						HOURLY					
RANGE	STEP I	STEP II	STEP III	STEP IV	STEP V	RANGE	STEP I	STEP II	STEP III	STEP IV	STEP V
100	1,693	1,778	1,866	1,960	2,058	100	9.77	10.26	10.77	11.31	11.87
101	1,735	1,822	1,913	2,009	2,109	101	10.01	10.51	11.04	11.59	12.17
102	1,778	1,866	1,960	2,058	2,162	102	10.26	10.77	11.31	11.87	12.47
103	1,822	1,913	2,009	2,109	2,216	103	10.51	11.04	11.59	12.17	12.78
104	1,866	1,960	2,058	2,162	2,271	104	10.77	11.31	11.87	12.47	13.10
105	1,913	2,009	2,109	2,216	2,328	105	11.04	11.59	12.17	12.78	13.43
106	1,960	2,058	2,162	2,271	2,386	106	11.31	11.87	12.47	13.10	13.77
107	2,009	2,109	2,216	2,328	2,446	107	11.59	12.17	12.78	13.43	14.11
108	2,058	2,162	2,271	2,386	2,507	108	11.87	12.47	13.10	13.77	14.46
109	2,109	2,216	2,328	2,446	2,570	109	12.17	12.78	13.43	14.11	14.83
110	2,162	2,271	2,386	2,507	2,634	110	12.47	13.10	13.77	14.46	15.20
111	2,216	2,328	2,446	2,570	2,700	111	12.78	13.43	14.11	14.83	15.58
112	2,271	2,386	2,507	2,634	2,768	112	13.10	13.77	14.46	15.20	15.97
113	2,328	2,446	2,570	2,700	2,837	113	13.43	14.11	14.83	15.58	16.37
114	2,386	2,507	2,634	2,768	2,908	114	13.77	14.46	15.20	15.97	16.77
115	2,446	2,570	2,700	2,837	2,980	115	14.11	14.83	15.58	16.37	17.19
116	2,507	2,634	2,768	2,908	3,055	116	14.46	15.20	15.97	16.77	17.62
117	2,570	2,700	2,837	2,980	3,131	117	14.83	15.58	16.37	17.19	18.06

MONTHLY						HOURLY					
RANGE	STEP I	STEP II	STEP III	STEP IV	STEP V	RANGE	STEP I	STEP II	STEP III	STEP IV	STEP V
118	2,634	2,768	2,908	3,055	3,209	118	15.20	15.97	16.77	17.62	18.52
119	2,700	2,837	2,980	3,131	3,290	119	15.58	16.37	17.19	18.06	18.98
120	2,768	2,908	3,055	3,209	3,372	120	15.97	16.77	17.62	18.52	19.45
121	2,837	2,980	3,131	3,290	3,456	121	16.37	17.19	18.06	18.98	19.94
122	2,908	3,055	3,209	3,372	3,543	122	16.77	17.62	18.52	19.45	20.44
123	2,980	3,131	3,290	3,456	3,631	123	17.19	18.06	18.98	19.94	20.95
124	3,055	3,209	3,372	3,543	3,722	124	17.62	18.52	19.45	20.44	21.47
125	3,131	3,290	3,456	3,631	3,815	125	18.06	18.98	19.94	20.95	22.01
126	3,209	3,372	3,543	3,722	3,910	126	18.52	19.45	20.44	21.47	22.56
127	3,290	3,456	3,631	3,815	4,008	127	18.98	19.94	20.95	22.01	23.12
128	3,372	3,543	3,722	3,910	4,108	128	19.45	20.44	21.47	22.56	23.70
129	3,456	3,631	3,815	4,008	4,211	129	19.94	20.95	22.01	23.12	24.30
130	3,543	3,722	3,910	4,108	4,316	130	20.44	21.47	22.56	23.70	24.90
131	3,631	3,815	4,008	4,211	4,424	131	20.95	22.01	23.12	24.30	25.53
132	3,722	3,910	4,108	4,316	4,535	132	21.47	22.56	23.70	24.90	26.16
133	3,815	4,008	4,211	4,424	4,648	133	22.01	23.12	24.30	25.53	26.82
134	3,910	4,108	4,316	4,535	4,764	134	22.56	23.70	24.90	26.16	27.49
135	4,008	4,211	4,424	4,648	4,884	135	23.12	24.30	25.53	26.82	28.17
136	4,108	4,316	4,535	4,764	5,006	136	23.70	24.90	26.16	27.49	28.88
137	4,211	4,424	4,648	4,884	5,131	137	24.30	25.53	26.82	28.17	29.60
138	4,316	4,535	4,764	5,006	5,259	138	24.90	26.16	27.49	28.88	30.34
139	4,424	4,648	4,884	5,131	5,391	139	25.53	26.82	28.17	29.60	31.10
140	4,535	4,764	5,006	5,259	5,525	140	26.16	27.49	28.88	30.34	31.88

MONTHLY						HOURLY					
RANGE	STEP I	STEP II	STEP III	STEP IV	STEP V	RANGE	STEP I	STEP II	STEP III	STEP IV	STEP V
141	4,648	4,884	5,131	5,391	5,663	141	26.82	28.17	29.60	31.10	32.67
142	4,764	5,006	5,259	5,525	5,805	142	27.49	28.88	30.34	31.88	33.49
143	4,884	5,131	5,391	5,663	5,950	143	28.17	29.60	31.10	32.67	34.33
144	5,006	5,259	5,525	5,805	6,099	144	28.88	30.34	31.88	33.49	35.19
145	5,131	5,391	5,663	5,950	6,251	145	29.60	31.10	32.67	34.33	36.07
146	5,259	5,525	5,805	6,099	6,408	146	30.34	31.88	33.49	35.19	36.97
147	5,391	5,663	5,950	6,251	6,568	147	31.10	32.67	34.33	36.07	37.89
148	5,525	5,805	6,099	6,408	6,732	148	31.88	33.49	35.19	36.97	38.84
149	5,663	5,950	6,251	6,568	6,900	149	32.67	34.33	36.07	37.89	39.81
150	5,805	6,099	6,408	6,732	7,073	150	33.49	35.19	36.97	38.84	40.81
151	5,950	6,251	6,568	6,900	7,250	151	34.33	36.07	37.89	39.81	41.83
152	6,099	6,408	6,732	7,073	7,431	152	35.19	36.97	38.84	40.81	42.87
153	6,251	6,568	6,900	7,250	7,617	153	36.07	37.89	39.81	41.83	43.94
154	6,408	6,732	7,073	7,431	7,807	154	36.97	38.84	40.81	42.87	45.04
155	6,568	6,900	7,250	7,617	8,002	155	37.89	39.81	41.83	43.94	46.17
156	6,732	7,073	7,431	7,807	8,202	156	38.84	40.81	42.87	45.04	47.32

Effective: December 1, 2008
Approved: October 14, 2008

APPENDIX D

Plan/Item	2007-08	2008-09	Increase	% Increase
Maximum District Contribution (MDC)				
District Contribution				
10thly	\$947.30	\$1,043.70	\$96	10.18%
Annual	\$9,473	\$10,437	\$964	10.18%
Employee Contribution				
Employee Contribution - 10thly				
1 party	40.00	40.00		
2 party	76.18	76.18		
3 party	82.40	82.40		
Minimum Employee Deduction (MED)				
10thly				
1PTY - Classified	\$18.00	\$18.00		
2PTY - Classified	\$31.42	\$31.42		
3PTY - Classified	\$38.88	\$38.88		
1PTY - Certificated	\$48.00	\$48.00		
2PTY - Certificated	\$91.42	\$91.42		
3PTY - Certificated	\$98.88	\$98.88		
Annual				
1PTY - Classified	\$180.00	\$180.00		
2PTY - Classified	\$314.20	\$314.20		
3PTY - Classified	\$388.80	\$388.80		
1PTY - Certificated	\$480.00	\$480.00		
2PTY - Certificated	\$914.20	\$914.20		
3PTY - Certificated	\$988.80	\$988.80		
ASCIP/Kaiser Premiums				
HMO Premiums - 10thly, active employees & early retirees				
(\$10 office visit / \$5-10 Rx / \$35 ER / \$125 Optical)				
1 Party	417.30	456.75	39.45	9.45%
2 Party	834.60	913.50	78.90	9.45%
3 Party	1,180.96	1,292.60	111.64	9.45%
ASCIP/Anthem Blue Cross Premiums				
PPO Premiums - 10thly, active employees & early retirees				
(\$20 office visit / \$7-25 Rx)				
1 Party	489.72	541.14	51.42	10.50%
2 Party	927.84	1,025.26	97.42	10.50%
3 Party	1,281.96	1,416.57	134.61	10.50%
ASCIP/Delta Dental PPO Premiums				
Dental Premiums - 10thly, active employees & early retirees				
(PPO = \$2,500 Maximum/ Non-PPO = \$2,000 Maximum)				
1 Party	126.21	126.21		0.00%
2 Party	126.21	126.21		0.00%
3 Party	126.21	126.21		0.00%
Reliance Standard Life Insurance Premiums				
Life Insurance Premiums - 10thly, active employees & early retirees				
(\$50,000 Life / \$50,000 AD&D)				
1 Party	6.25	6.25		0.00%
2 Party	6.25	6.25		0.00%
3 Party	6.25	6.25		0.00%

Paramount Unified School District Benefit Rates for 2008-09

**APPENDIX D
2008/2009 RATE SHEET
MEDICAL, DENTAL & LIFE INSURANCE
(ALL RATES ARE ON A 10THLY BASIS)**

MEDICAL PLAN	TOTAL RATES		CAP: \$10,437		EMPLOYEE COST	
	COBRA + 2% Monthly	ACTIVE 10thly	DISTRICT CONTRIBUTIONS		10THLY RATE	
			<i>Classified</i>	<i>Certificated</i>	<i>Classified</i>	<i>Certificated</i>
<u>HMO Plan: Kaiser Permanente = \$10 Office Visit / \$5-\$10 Rx</u>						
Employee Only (186)	388.25	456.75	438.75	408.75	18.00	48.00
Employee + 1 Dependent (112)	776.49	913.50	882.08	822.08	31.42	91.42
Employee + 2 or more Dependents (279)	1,098.73	1,292.60	1253.72	1193.72	38.88	98.88
Dependent Age Limits *19-25 if Student/Dependent on parent, or disabled and covered prior to age limit						
<u>PPO PLAN: Anthem Blue Cross \$20 Office Visit / \$7-\$25 Rx</u>						
Employee Only (198)	459.97	541.14	523.14	493.14	18.00	48.00
Employee + 1 Dependent (158)	871.48	1,025.26	993.84	933.84	31.42	91.42
Employee + 2 or more Dependents (284)	1,204.08	1,416.57	1377.69	1317.69	38.88	98.88
Dependent Age Limits *19-25 if Student/Dependent on parent, or disabled and covered prior to age limit						
<u>DENTAL PLAN: Delta Dental PPO</u>						
Employee Only	70.81	126.21	126.21	126.21	0.00	0.00
Employee + 1 Dependent	138.41	126.21	126.21	126.21	0.00	0.00
Employee + 2 or more Dependents	190.99	126.21	126.21	126.21	0.00	0.00
SUPERCOMPOSITE RATE:		126.21				
<u>Reliance Standard Life Insurance</u>						
Employee Only	N/A	6.25	6.25	6.25	0.00	0.00
Dependent(s) Basic Life	N/A	1.90	0.00	0.00	1.90	1.90
Employee and/or Dependent Supplemental	N/A	varies	0.00	0.00	varies	varies
<u>BENEFIT CONSULTANT FEE</u>						
Employee Only or Any Number of Dependents	4.59	4.50	4.50	4.50	0.00	0.00



APPENDIX – F

EMPLOYEE DISCIPLINE

The information and procedures included in this appendix are for employee information only. None of the elements of the disciplinary process described herein are subject to the grievance procedure.

Just Cause: Suspension/Dismissal/Disciplinary Action

Any of the following causes may subject an employee to disciplinary action, including suspension and/or dismissal:

1. Incompetency or inefficiency in the performance of the duties of his/her position.
2. Insubordination (including, but not limited to, refusal to do properly assigned work).
3. Carelessness or negligence in the performance of duty or in the care of District property.
4. Discourteous, offensive, or abusive language or conduct toward another employee, a pupil, or a member of the public.
5. Dishonesty, including, but not limited to falsification of oral and/or written statements relating to employment.
6. Drinking alcoholic beverages on the job, or reporting for work while intoxicated.
7. Using narcotics, intoxicants, or controlled substances on the job, or reporting for work while under their influence.
8. Personal conduct unbecoming an employee of the District.
9. Engaging in political activity during assigned hours of employment or otherwise in violation of applicable regulations or policies of the governing board (Education Code 7055).
10. Conviction of any crime involving moral turpitude.
11. Arrest for a sex offense as defined in Education Code Section 44010 (suspension) and dismissal if found guilty.
12. Conviction of a narcotics offense as defined in Section 44011 of the Education Code.
13. Repeated and unexcused absence or tardiness.
14. Abuse of leave privileges.

15. Falsifying any information supplied to the school District, such as information supplied on application forms, employment records, or other District records.
16. Persistent violation of or refusal to obey safety rules and regulations made applicable to public schools by the governing board or the laws and regulations of the state.
17. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
18. Willful or persistent violation of the Education Code or policies or regulations of this District.
19. Any willful failure of good conduct tending to injure the public service.
20. Abandonment of position.
21. Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.
22. Membership in the Communist Party (Education Code 7000-7006).

Notice of Disciplinary Action/Right of Appeal/Hearing Procedure

If disciplinary or adverse action is being considered against a permanent District employee, the Superintendent or designee shall be responsible for implementing the following procedures:

1. The employee must receive a preliminary written notice of the proposed action, the effective date and the reasons therefore. Such written notice must state the specific grounds and particular facts upon which the action is being proposed.
2. The employee must be provided with any known written materials, reports and documents upon which the action is based. Such documents must be provided to the employee at the time the employee receives the written notice of proposed action.
3. The employee has the right to respond within a reasonable period of time, either orally or in writing, to the District Superintendent or designee, who can effectively recommend that the proposed action be taken or not be taken.

If after the above procedures have been followed and the Superintendent or designee recommends that the action be taken, the following procedure is to be followed:

4. Written notices shall be served upon the employee and provided to the Board of Education. Copies of all written materials previously provided the employee shall accompany the written notices.
5. The employee shall be given seven (7) days in which to file a demand for a hearing. This demand shall be prepared for the employee by the District and will include a request for a hearing and a denial of the charges. This document shall be included in the notice of dismissal given to the employee.
6. If a hearing is demanded, the Board shall hold a hearing within a reasonable length of time after receipt of the demand, but in no event will the hearing be held less than five (5) days after service on the employee of the final notice of intent to recommend disciplinary action and statement of charges. The Board may appoint a hearing officer to conduct any hearing and report findings and recommendations to the Board, which shall not be binding on the Board. The Board shall render judgment on the charges and consider the hearing officer's recommendations and determine whether there is sufficient cause for the recommended disciplinary action.
7. The Board will establish the effective date of the disciplinary action. If employment is terminated by the Board, all accumulated vacation time and/or compensatory time off due the employee shall be paid upon termination.

Hearing Procedure

Hearings shall be conducted in the manner most conducive to determination of the truth and neither the Board nor its hearing officers shall be bound by the technical rules of evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.

The Board or its hearing officer shall determine the relevancy, weight and credibility of testimony and evidence. It shall base its findings on a preponderance of evidence.

The Board and the employee may be represented by separate legal counsel or other designated representatives.

A hearing shall be conducted in the following order:

1. Opening statement by the Board or its designated representatives. *
2. Opening statement by the employee or the employee's designated representatives. *
3. The Board's presentation of witnesses and evidence.
4. The employee's presentation of witnesses and evidence. *
5. Closing argument by the Board of its designated representative.

6. Closing argument by the employee or the employee's designated representatives. *

* Optional step in the procedure.

Each party will be allowed to examine and cross-examine witnesses.

The Board or its hearing officer may, prior to or during a hearing, grant a continuance for any reason believed to be important to reaching a fair and proper decision.

A hearing shall be held in closed session unless an open hearing is requested by the employee. The Board or its hearing officer may, at their discretion, exclude witnesses not under examination except the employee and the party attempting to substantiate the charges against the employee and their respective counsel.

The Board shall render its judgment as soon after the conclusion of the hearing as possible.