AGREEMENT
BETWEEN
COMPTON UNIFIED SCHOOL DISTRICT
AND
COMPTON CHAPTER 30
CSEA
CLASSIFIED UNIT B

2019-2022

CALIFORNIA SCHOOL EMPLOYEES CSEA CHAPTER 30
ACKNOWLEDGMENT

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PREAMBLE

This Collective Bargaining Agreement (hereinafter cited as "the Agreement") was entered into on the July 1, 2016, between the California School Employees CSEA and its Compton Chapter - 30 ("CSEA") and the Compton Unified School District (the "District"), pursuant to Chapter 10.7 (commencing with section 3450) of Division 4 of Title I of the California Government Code (the "EERA").

ARTICLE 1

RECOGNITION

1.1 The District recognizes CSEA as the exclusive representative for employees in Unit B that shall consist of all employees holding positions in the job classifications listed in Appendix "A," which is attached hereto and incorporated by reference as a part of this Agreement.

1.2 Any job classification existing at the time of this Agreement that has been inadvertently included/excluded shall be excluded from or included in an appropriate unit, by mutual agreement of the parties.

1.3 Disputes between CSEA and the District involving the inclusion/exclusion of job classifications and/or positions, created after the signing of this Agreement, shall be subject to resolution through established procedures of the Public Employment Relations Board ("PERB").

ARTICLE 2

EFFECT OF AGREEMENT

2.1 The provisions of this Agreement shall prevail over District rules, policies and practices. To the extent permitted by law, this Agreement shall also prevail over state law. Rules, policies and practices not specifically written into this Agreement are not part of this Agreement.

ARTICLE 3

DISTRICT

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

employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work in accordance with applicable law; and, take action on any matter in the event of an emergency.

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

3.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. "Emergency" shall be defined as: A situation calling for prompt action; an act of God or other cause not within the District's control which impacts or potentially impacts the operations of the District; an unusual, unexpected or extraordinary interference from a third party; or an unusual, unexpected or extraordinary occurrence whose cause is unknown.

ARTICLE 4

CALIFORNIA SCHOOL EMPLOYEES CSEA RIGHTS

4.1 Rights of Access

Authorized CSEA representatives shall be permitted to transact official CSEA business with unit members on school district property before the normal work time, during authorized breaks, meal periods or after the assigned work time, provided that such access or contact does not disrupt or interfere with the normal operation of the District. Authorized CSEA representatives must receive the approval of the site administrator/department head before contacting the unit member on District premises, including schools or other work locations.

4.2 Use of Facilities

CSEA may use the school mail system for intra-district mailings and designated bulletin board space at each site subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the CSEA Chapter President; (b) a copy of such posting or distributions must be delivered to the Superintendent/Designee at the same time as posting or distribution; and, (c) CSEA will not post or distribute information which is derogatory or defamatory to the District or its personnel. Nor will CSEA or its members disseminate political materials/information through the District's mail service, e-mail or staff mailboxes. The District will provide a mailbox at each site for use of the CSEA Job Steward at the site.

4.3 Review of Official Personnel File

After the appointment has been made with the Human Resources Department, CSEA shall have the right to review a unit member's personnel file when accompanied by the unit member or upon presentation of written authorization signed by the unit member. The authorization must be dated. No authorization dated more than twenty (20) workdays prior to the date of presentation will be honored.

4.4 Right to Information

CSEA shall have the right to review or to receive, upon advance notification, a copy of existing documents, within the District's sole possession and control, related to wages, hours and other terms and conditions of employment (as such terms are used in EERA) which are necessary for CSEA to fulfill its role as the exclusive representative of bargaining unit members covered by this agreement.

4.5 Seniority Lists

During the life of this Agreement, the District shall provide CSEA with a seniority list for all employees in the bargaining unit based on calculations of time in accordance with law up through June 30th of the preceding school year. Each seniority list shall reflect each unit

member's hire date and his/her classification as of June 30th. The seniority list shall be delivered to CSEA by August 31st each year.

4.6 Conference Delegates

The District agrees to provide release time for up to eight (8) delegates for CSEA's Annual Conference, if CSEA will pay for the cost of a substitute, if a substitute is customarily and traditionally called in for the classification held by the delegate.

4.7 Employee Information

To the extent available and to the extent the unit member has authorized release of such information, names, school addresses, home addresses, and telephone numbers of all unit members shall be provided without cost to the CSEA as soon as practicable after the beginning of each school year.

4.9 New Employee Orientation

4.9.1 Definitions

4.9.1.1 Definition of "Contact Information": For purposes of this Article, "contact information" shall be defined to include:

4.91.1.1 First Name;

4.9.1.1.2 Middle initial;

4.9.1.1.3 Last name;

4.9.1.1.4 Suffix (e.g. Jr., III);

4.9.1.1.5 Job Title;

4.9.1.1.6 Department;

4.9.1.1.7 Primary worksite name;

4.9.1.1.8 Work telephone number;

4.9.1.1.9 Home Street address (incl. apartment #) if applicable and/or in the possession of the District;

4.9.1.1.10 City if applicable and/or in the possession of the District;

4.9.1.1.11 State if applicable and/or in the possession of the District;

4.9.1.1.12 ZIP Code (5 or 9 digits) if applicable and/or in the possession of the District;

4.9.1.1.13 Home telephone number (10 digits), if applicable and/or in the possession of the District;

4.9.1.1.14 Personal cellular telephone number (10 digits), if applicable and/or in the possession of the District;

4.9.1.1.15 Personal email address of the employee, if applicable and/or in the possession of the District;

4.9.1.1.16 Last four numbers of the social security number;

4.9.1.1.17 Birth date;

4.9.1.1.18 Employee ID;

4.9.1.1.19 CalPERS status (Y/N); and

4.9.1.1.20 Hire date.

4.9.1.2 Definition of a "Newly Hired Employee": For purposes of this Article, "newly hired employee," "new hire," or "new employee" means any employee, whether permanent, full-time, part-time, hired by the District, and who is still employed as of the date of the new employee orientation set forth in Section 4.9.3, below. The definition also includes all employees who are or have been previously employed by the District and whose current position has placed them in a position represented by CSEA. For those latter employees, for purposes of this Agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in a position represented by CSEA.

4.9.2 <u>Employee Information</u>

4.9.2.1 Provide CSEA with New Hire Contact Information: On the 10th (or the first District business day after the 10th, if the 10th falls on a weekend or a holiday) of each month, the District shall provide to a

CSEA representative, designed in writing by CSEA, with the contact information, as defined in Section 1(a), of any new hires hired by the 10th (or the first District business day after the 10th, if the 10th falls on a weekend or a holiday)of the month. The contact information shall be provided electronically, in excel spreadsheet format or other mutually agreeable format.

4.9.2.2 Provide CSEA With Periodic Update of Unit Member Contact Information: The District shall provide to a designated CSEA representative a spreadsheet with, bargaining unit member's contact information, as defined in Section 1(a), on the last working day of September, January and May. The information shall be provided to CSEA electronically in excel spreadsheet or other mutually agreeable format.

4.9.2.3 The District will exclude, if applicable, the home telephone number, home address, personal email, and personal cellular phone number from the above contact information for any employee who provides a written request to the District that such information not be provided to CSEA.

4.9.3 New Employee Orientation

4.9.3.1 The District shall provide CSEA with not less than 10 days' written notice of the designated new employee group orientation at which it will have access, except that shorter notice may be provided where there is an urgent need critical to the District's operation that was not reasonably foreseeable. The District's notice will include the location of the orientation – whether a physical location or via online access – and the time set aside for CSEA's access. The District agrees to provide at least two (2) orientations per school year.

4.9.3.2 At the designated orientation, CSEA will be provided with no more

than 30 minutes access to meet – in person or online as determined by the District – with the new employee(s). This 30 minute access period will be scheduled by the District at its discretion for a time immediately before, immediately following, or at some point during the orientation. In addition, for physical location orientations, the CSEA representative designated to provide the orientation will be provided up to 30 minutes of travel time for a total of no more than 1 hour of paid release time. CSEA will provide written notice of the CSEA employee designated to provide the orientation.

4.9.3.3 If, after receiving notice of the designated group orientation for new bargaining unit employees, CSEA fails to attend the designated access period, no additional orientation access periods will be provided by the District for those employee(s). The preceding sentence does not impact CSEA's access rights to meet with new bargaining unit employees subject to the requirements/limitations in Article 4.1.

4.9.3.4 Unless invited, no District manager or supervisor or non-unit employee shall be present at CSEA new orientation sessions. Likewise, during the District's new employee orientation meeting, no CSEA representative shall be present unless invited.

4.9.4 Grievance and Arbitration Procedure

Any alleged violations, misinterpretations or misapplication of the terms of this Agreement shall be subject to the grievance provisions of Article 5 (Grievance Procedures) of the collective bargaining agreement, except that only CSEA – through its Labor Relations Representative – and not individual bargaining unit employees may file a grievance under this Agreement.

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ARTICLE 5

GRIEVANCE PROCEDURE

5.1 Definitions

5.1.1 A "grievance" is a written complaint by a unit member or by CSEA on behalf of a unit member that he/she has been adversely affected by an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement. Actions to challenge or change rules or regulations of the District which are not specifically incorporated into this Agreement or to contest matters for which a specific method of review is provided by law are not grievances and are not within the scope of the grievance procedures set forth in this Article. CSEA may file a grievance on its own behalf in accordance with Section 5.7 of this Article.

5.1.2 A "day" is a day in which the Central Administrative Office of the District is open for business.

5.1.3 The "immediate supervisor" is the individual designated, in writing, as the unit member's supervisor, pursuant to Article 9, Section 2, (Performance Evaluation Procedure).

5.1.4 "File" or "filed" means that the grievance or request for arbitration must be personally delivered to the appropriate person set forth in the applicable level of the grievance procedure within the time limits set forth in this Article, or must be transmitted to the appropriate person by certified mail within the time limits set forth in this Article. The date of filing when the grievance or request for arbitration is filed by certified mail shall be deemed to be the date of mailing.

5.1.5 "Respond in writing" means that the District's response to the grievance must be personally transmitted to the grievant or grievant's representative within the time limits set forth in this Article, or the response must be transmitted by certified mail within the time limits set forth in this Article to the grievant at the grievant's address of record on file with the Human Resources Department, or to the

grievant's representative. The date of response for a response transmitted by certified mail shall be deemed to be the date of mailing.

5.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. All time limits may be extended by expressed mutual agreement of the parties, but only if the extension agreement is in writing. Grievances not discussed or filed within the applicable time limits set forth in this Article, or any written extension, shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of such grievances shall be deemed waived. Failure of the District to respond to a grievance within the time limits set forth in Section 5.3, below, or any written extension, shall entitle the grievant to proceed to the next level of the grievance procedure, except that: (a) failure of the District to timely respond shall not waive the District's defense that the grievance was untimely filed at any level of the grievance process; and (b) failure of the District to timely respond at Step Three shall not waive the District's defense that the grievance is not arbitral, that arbitration has been waived, or any of the District's substantive defenses.

5.3 Steps in the Adjustment Procedure

5.3.1 INFORMAL DISCUSSION

Within fifteen (15) days of the act or omission giving rise to the grievance or within fifteen (15) days of the date the grievant should have reasonably known of the act or omission, the grievant must discuss the grievance with his/her immediate supervisor. The grievant must either in advance or during the meeting specifically identify that the meeting constitutes the Informal Discussion Level grievance meeting. The immediate supervisor shall respond to the grievance in writing within five (5) days of the holding of the Informal Discussion Level grievance meeting.

5.3.2 STEP ONE

If the grievant is not satisfied with the disposition of the grievance at the Informal Discussion Level, or if no response has been rendered by the immediate

supervisor within the time limits specified for the response at the Informal Discussion Level, above, the grievant must file a formal grievance in writing with the immediate supervisor if the grievant wishes to pursue the grievance. To be timely, the formal grievance must be filed within twenty-five (25) days of the act or omission giving rise to the grievance or within twenty-five (25) days of the date the grievant should have reasonably known of the act or omission. The written grievance must include a clear, concise statement of the circumstances giving rise to the grievance, a statement of the specific Article and Section of the Agreement alleged to have been violated, a statement of the remedy desired, and the name of the grievant's representative, if any. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of the grievance shall be deemed waived. The immediate supervisor shall respond in writing within ten (10) days after the written grievance is filed.

5.3.3 STEP TWO

If the grievant is not satisfied with the disposition of the grievance at Step One, or if no response has been rendered by the immediate supervisor within the time limits specified for the response at Step One, the grievant has until the earlier of: (a) ten (10) days following the last day on which the response at Step One is due; or (b) ten (10) days following the date of the response at Step One to file the grievance in writing with the appropriate Cabinet Level Administrator. The grievance shall specify the Article and Section of the contract allegedly violated, the circumstances involved, the decision rendered (if one was rendered) at Step One and why it is not satisfactory, and the specific relief sought. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of the grievance shall be deemed waived. The Cabinet Level Administrator shall respond in writing within ten (10) days after the date the grievance is filed at Step Two.

5.3.4 STEP THREE

If the grievant is not satisfied with the disposition of the grievance at Step Two, or if no response has been rendered by the Cabinet Level Administrator within the time limits specified for the response at Step Two, the grievant has until the earlier of: (a) ten (10) days following the last day on which the response at Step Two is due; or (b) ten (10) days following the date of the response at Step Two to file the grievance in writing with the Superintendent/Designee. The grievance shall specify the Article and Section of the contract allegedly violated, the circumstances involved, the decision rendered at Step Two and why it is not satisfactory, and the specific relief sought. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of the grievance shall be deemed waived. The Superintendent/Designee shall respond in writing within ten (10) days after the date the grievance is filed at Step Three.

5.3.5 STEP FOUR – Arbitration

5.3.5.1 If the grievant is not satisfied with the disposition of the grievance at Step Three, or if no response has been rendered by the Superintendent/Designee within the time limits specified for the response at Step Three, above, and the grievant wishes to pursue the grievance, CSEA may request in writing that the grievance be submitted to arbitration. CSEA has until ten (10) days following the last day on which the response at Step Three is due to request in writing that the grievance be submitted to arbitration by filing the request with the Superintendent/Designee; otherwise arbitration is deemed waived. Within five (5) days of receipt of the written request for arbitration the parties shall attempt to select a mutually agreeable Arbitrator either from a list to be developed by the parties or developed by PERB. If the parties are unable to mutually agree they

shall request the California Mediation and Conciliation Service to provide a list containing the names of five (5) Arbitrators who are experienced in public school arbitration. Within five (5) days after receipt of the list, the District and CSEA shall alternately strike a name from the list of Arbitrators until one (1) name remains. The order of striking shall be determined by lot. The Arbitrator shall proceed under the Voluntary Arbitration Rules of the American Arbitration Association. CSEA and the District may mutually agree to utilize expedited procedures. The fees and expenses of the Arbitrator and the cost of the hearing shall be borne equally by the District and CSEA. All other costs will be borne by the party incurring them. The Arbitrator will have no power to add, to subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. After the Arbitrator has afforded an opportunity for hearing, the Arbitrator shall render a written decision setting forth findings of fact, reasoning and conclusions on the issue(s) submitted and the award. The Arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The Arbitrator shall have no power to make any monetary award whatsoever except for violations of the Agreement involving wages, holidays, vacation, and leaves. The Arbitrator shall have no power to make any award of punitive damages or any other award made for the sake of example.

5.3.5.2 Either party may appeal the Arbitrator's decision and award to a court of competent jurisdiction. The court shall exercise its independent judgment on the merits of the Arbitrator's decision and award on all issues of fact and law, including interpretation of the Agreement.

Unless the Arbitrator's decision and award is appealed to the courts, the decision and award shall be final and binding upon the parties. To be timely, an appeal must be served and filed with the court within ninety (90) days of the date of the opinion and award. If the Arbitrator temporarily retains jurisdiction over the matter, to be timely, an appeal must be filed within ninety (90) days after the date the Arbitrator's jurisdiction expires.

5.4 Miscellaneous Provisions

5.4.1 It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances. All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's official personnel file, and such file shall be available for inspection only by the unit member, the Job Steward and those management, supervisory and confidential employees directly involved in the grievance procedure.

5.4.2 The grievant must be in attendance at all steps of the grievance procedure where a conference is held. He/she may present his/her own case or may present it through the Job Steward designated from his/her area.

5.4.3 Grievances involving identical issues, but different supervisors may initially be filed at Step Two of the grievance procedure. If the identical grievances involve unit members, not all of who are under the jurisdiction of the same Cabinet Level Administrator, the grievances may be initially filed at Step Three of the grievance procedure. To be timely, a grievance filed pursuant to this section must be filed within twenty-five (25) days of the act or omission giving rise to the grievance or within twenty-five (25) days of the date the grievant should have reasonably known of the act or omission.

5.4.4 Unit members covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA, as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be

provided copies of any grievances filed by unit members directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided a copy of the proposed resolution for review. CSEA shall be given an opportunity to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be submitted to the PERB for resolution.

5.4.5 Conferences with the grievant will be scheduled during his/her normal working hours.

5.4.6 Upon sufficient advance notification, the District shall release unit members, without loss of pay, to testify during the grievance process where their appearances are requested by either party.

5.4.7 The District will grant release time for the processing of grievances under this Agreement to not more than forty-eight (48) unit members who are designated as Job Stewards, subject to the following conditions:

5.4.7.1 On July 1st of each year the CSEA shall provide the District with a list of all designated Job Stewards. The District shall be notified of any changes or additional Job Stewards within ten (10) days.

5.4.7.2 The District shall grant release time to Job Stewards to represent unit members during grievance conferences with supervisory and management officials, subject to the provisions of Sections 5.4.7.3 and 5.4.7.4 below.

5.4.7.3 At least twenty-four (24) hours prior to the anticipated need to be released from duties for grievance processing, the designated Job Steward shall inform his/her immediate supervisor of the need for release time; workload permitting, the Job Steward will be granted a reasonable amount of release time to represent the grievant. A decision that workload does not permit release of the Job Steward at that time is final and may not be grieved.

5.4.7.4 Under no circumstances shall a Job Steward consult with a unit member during duty hours unless he/she has obtained prior approval from the unit member's supervisor. A decision by the unit member's supervisor that workload does not permit consultation at the time requested shall be final and may not be grieved.

5.4.7.5 In addition to the release time granted in Section 5.4.7.2, the District shall grant for the use of CSEA Job Stewards a total bank of not more than one hundred (100) hours per school year for such purposes as investigating grievances or gathering information. The use of such time must be approved in advance by each Job Steward's supervisor on the form titled "Job Steward's Application for Release Time." (See Appendix E.) The use of such time shall be subject to the requirements of Section 5.4.7.4 above.

5.5 When an issue of arbitrability arises the parties may immediately submit the issue to arbitration. Unless the parties expressly agree in writing to submit the issue of arbitrability to arbitration, the issue of arbitrability shall be decided by the court. Arbitrability issues shall be resolved before the Arbitrator receives evidence or arguments on the merits of the grievance.

5.6 Where provisions from State Codes are written into this Agreement and either party elects to arbitrate disputes involving such provisions, processing the dispute through arbitration shall constitute an election of remedies, i.e., the same dispute may not thereafter be presented to a court or administrative agency for resolution, except that either party may appeal the Arbitrator's decision and award in accordance with Section 5.3.5.2, above.

5.7 <u>CSEA Grievances</u>

5.7.1 CSEA may file a grievance on its own behalf as an organization or where there is an allegation that the District has violated, misinterpreted or misapplied a specific provision of this Agreement, which grants specific rights to CSEA as an organization. Such grievances shall be presented, in writing, by the President of

CSEA's Chapter 30 directly to Step Three of the grievance procedure. To be timely, a grievance filed pursuant to this section must be filed within twenty-five (25) days of the act or omission giving rise to the grievance or within twenty-five (25) days of the date CSEA should have reasonably known of the act or omission, whichever is sooner. The written grievance must include a clear, concise statement of the circumstances giving rise to the grievance, a statement of the specific Article and Section of the Agreement alleged to have been violated, and a statement of the remedy desired. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of the grievance shall be deemed waived.

ARTICLE 6

WAGE AND SALARY

6.1 2019-20 School Year

The District agrees to provide a one-time off schedule payment of 3.0% of each bargaining unit employee's salary as set forth in the 2019-2020 salary schedule. To be eligible to receive the off schedule payment, the bargaining unit employee must have been employed during the 2019-2020 school year and be currently employed as of the date the payment is made. Employees who did not work a complete school year during the 2019-2020 school year, but are still eligible to receive the payment, will have the off schedule payment prorated. The District will notify CSEA of the date the payment will be made.

6.1.3 Initial Placement

All new unit members shall be appointed at the hiring rate for the class as approved by the District. The hiring rate shall be the first step of the schedule except for classes where recruitment efforts have indicated difficulty in recruiting at that step. An accelerated hiring rate may be set, with the approval of the Board of Trustees, at any step of the schedule of the class. If an accelerated hiring rate is approved, all current unit members in the class shall be advanced to that rate and shall begin a new cycle of step advancement.

6.2 Step Advancement

6.2.1 Unit members placed on Step 1 of a range will advance to Step 2 on the first of the pay period (month) following completion of six (6) months of service in the class. Each succeeding step will be attained one (1) year from the preceding step. New unit members placed above Step 1 of any salary range will advance on one (1) year intervals until the maximum step has been reached.

6.2.2 For the purpose of this Article, when the first day of service falls between the first (1st) and fifteen (15th) of the month, the appointment shall be considered as effective the first day. Later appointments shall be considered at the beginning of the next month.

6.2.3 A permanent unit member who is serving temporarily in a provisional assignment shall have his/her increment date processed in the normal manner. The actual movement to the higher salary step, however, shall not take effect until the individual returns to his/her regular permanent position.

6.3 Longevity Award

6.3.1 Commencing July 1, 1998, full-time unit members who have completed at least fifteen (15) years of service but fewer than twenty (20) years of service with the District will be granted a longevity award of $20.00 per month; those who have completed at least twenty (20) years but fewer than twenty-five (25) years of service will be granted a longevity award of $35.00 per month; and those who have completed twenty-five (25) years or more of service will be granted a longevity award of $50.00 per month.

6.3.2 The longevity award shall be prorated for part-time unit members in accordance with the formula used to compute the District contribution to health and welfare premiums for part-time unit members.

6.4 Placement Upon Promotion

6.4.1 When a unit member is promoted to or assigned to a classification with a higher maximum salary than his/her previous classification, his/her salary will be

adjusted to the minimum or to that step of the new range that represents not less than five percent (5%) salary increase per pay period.

6.4.2 Unit members promoted to a new classification shall be on probation for a period of six (6) months from the effective date of promotion. At the end of the probationary period the unit member will achieve permanency in his/her new classification. The unit member will receive his/her first step increase upon achieving permanency in the new classification.

6.5 Placement After Leave of Absence

6.5.1 Upon return from unpaid leave of absence, a unit member shall be placed on the same step of the range for the class, which he/she had achieved prior to the leave, regardless of changes in rate or range application to the class except that step advancement within range shall be granted.

6.5.2 Credit for step advancement shall accrue during leave of absence for military service or to service in limited term assignments in the District and during any paid absence, industrial accident, and industrial illness leave.

6.5.3 When a unit member is restored, after leave of absence to his/her previous salary step, he/she shall receive credit for step advancement for service prior to the leave. His/her anniversary date shall be adjusted accordingly in order that he/she shall be granted step advancement after having completed the amount of service required by Section 3 of this Article.

6.6 Changes in Assigned Time

6.6.1 Fringe Benefits of Part-Time Classified Employees

A classified employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Education Code section 45136. If a part-time employee's average paid time, excluding overtime for which the employee receives compensation at a rate at

least equal to time and one-half (1/2), exceeds his/her average assigned time by fifty (50) minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per working day in the preceding quarter, excluding overtime. Except where vacation entitlement is accrued on the basis of actual hours of paid regular service, vacation entitlement shall be based on the average number of hours worked per working day during the portion of the school year in which the employee is assigned to duty. Part-time employees shall be accorded fringe benefits on an appropriately prorated basis with full recognition given to the number of hours worked by the part-time employee rather than on the basis of time fixed to the position when the fixed time is not reasonably correlated with the actual time worked. This Section is to be liberally construed in order that the provisions of Section 45136 may not be circumvented by requiring employees to work in excess of the regularly fixed hours for a position on an overtime basis but for which premium pay is not provided nor appropriate adjustment is not made in fringe benefit entitlement.

6.6.2 Increase in Time in Excess of One (1) Hour Per Day

(See Classified Rules and Regulations, Section 60.200, 4.A (2 & 3) & B)

6.6.2.1 When an existing permanent position is assigned a permanent increase in time of more than one (1) hour per day, the increased position shall be considered "vacant" for the purpose of this section effective July 1st next following the date of the increase. If it has been effected in the first quarter of the school year, in which case, it shall be considered vacant as of October 1st of that school year.

6.6.2.2 When a class contains permanent positions of varying hours of work per day, week, or month, preference in assignment to vacant positions shall be based on seniority in the class in the affected work location, area or school.

6.6.2.3 A seniority-bid list or lists at each work location, area or school shall be maintained for the purpose of this section. Unit members on, the seniority-bid list may accept or reject a "vacant" position, as defined by this Section, on the basis of placement on the list. Unit members who are eligible to accept a "vacant" position, but reject the same shall not be permitted to withdraw the rejection once a proper assignment has been made.

6.6.3 The provisions of Sections 6.7.2.2 and 6.7.2.3 are expressly excluded from the Grievance Procedure set forth in Article 5 of this Agreement.

6.7 Placement When Demoted

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

6.7.2 The order in involuntary demotion shall specify the step of the schedule at which the unit member shall be placed. Step advancement shall be in accordance with Section 6.3 of this Article.

6.8 Frequency

6.8.1 All monthly unit members shall be paid twice per month payable on the tenth (10^{th}) and twenty-fifth (25^{th}) of the month. All hourly unit members shall be paid once per month payable on the tenth (10^{th}) of the month. If the normal pay date falls on a holiday, Saturday or Sunday, the pay warrant shall be issued on the preceding workday unless circumstances beyond the control of the District precludes payment on these dates.

6.8.2 The District shall make every reasonable effort to assure that pay warrants are promptly delivered in accordance with District procedure.

6.9 Pay Warrant Distribution

A unit member absent more than five (5) days shall not have his/her pay warrant withheld if

he/she completed the proper Leave of Absence Request and submitted to his/her immediate supervisor or the Human Resources Department.

6.10 Pay Warrant Error

6.10.1 Any error resulting in less than full pay for a unit member shall be corrected and a supplemental warrant shall be issued within three (3) workdays after receipt of necessary documentation in the Payroll Department.

6.10.2 Any unit member who does not receive a pay warrant on his/her regularly scheduled pay date shall be offered a minimum of eighty percent (80%) of his/her net pay on the regularly scheduled pay date. The balance shall be paid within three (3) workdays after receipt of necessary documentation in the Payroll Department.

6.10.3 Any deduction from a pay warrant due a unit member as a result of overpayment due to District error shall be handled in accordance with the following procedure: (1) The District shall notify the unit member prior to his/her pay day of any deduction to be made as a result of overpayment; (2) in the case of overpayment due to incorrect status notices, improper deductions regarding absence, leaves, etc., the District shall hold a conference during which the method and terms of repayment shall be discussed with the unit member; and (3) the unit member shall have the same amount of time for the repayment as the amount of time for the overpayment provided there is no legal action pending or proof of an attempt to defraud the District.

6.11 Special Payments

Any payroll adjustment due a unit member as a result of a status change (e.g., out-of-class assignment or re-computation of hours), shall be submitted to the County within three (3) workdays after receipt in the Payroll Department of necessary documentation approved by the Board of Trustees. The pay warrant shall be issued by the District within five (5) workdays after the order is presented to the County.

6.12 Lost Warrants

6.12.1 If a unit member's pay warrant is lost after receipt by the District or if the unit member fails to receive a pay warrant through no fault of his/her own, the District shall provide the unit member eighty percent 80% of the net pay due within two (2) hours of notification, subject to the availability of funds in the revolving cash account. If funds in that account are insufficient, a pay warrant shall be ordered from the County Office in accordance with the following procedure: (1) The District must wait seven (7) days from the pay date to contact the County Office to request an affidavit for execution by the District; (2) upon receipt of the affidavit, the District will certify that the warrant has been lost by the District; and (3) immediately upon execution of the affidavit the District will order a replacement warrant for the lost pay warrant.

6.12.2 If a pay warrant is lost after receipt by the unit member or is not delivered within five (5) days of mailing, if the unit member requested it to be mailed, the District will order a replacement warrant from the County Office in accordance with the following procedure: (1) The District must wait seven (7) days from the pay date to contact the County Office to request an affidavit for the unit member's signature; and (2) upon receipt of the Affidavit in the District, the unit member will be requested to execute it, certifying that the lost or undelivered pay warrant has not been negotiated to the benefit of the unit member.

6.13 Mileage

6.13.1 Any unit member required to use his/her vehicle on District business shall be reimbursed at the current rate provided by District policy, payable in a separate warrant.

6.13.2 Prior written approval shall be obtained from the site administrator, or from the person appointed for this purpose, for the use of personal vehicles in the line of duty. The unit member must provide all necessary information, identifying the vehicle to be used and information regarding insurance coverage, including limits

of coverage, the insurance carrier, and the condition of the vehicle. A copy of the District policy governing use of personal vehicles in the course of employment is incorporated by reference and attached hereto as Appendix C.

6.14 Meals and Lodging

Any unit member who must have meals or overnight lodging away from home as a result of a work assignment shall be reimbursed in accordance with the District's Conference Attendance policies.

6.15 Compensation During Required Training Periods

When a unit member is required by the District to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position he/she shall receive compensation as follows:

6.15.1 When the training occurs during the unit member's regularly assigned working hours, the unit member shall be paid his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

6.15.2 When the regularly assigned hours and the hours of training combined total in excess of eight (8) hours on a regularly assigned workday, or when the training occurs at any time other than the regular assigned workweek, the employee shall be paid at the overtime rate appropriate for the day and/or time at which the training occurs. The overtime rate shall be based on the unit member's regular rate of pay.

6.15.3 If approved in advance by the District and later substantiated by receipts from the unit member, all costs incurred under a mandated training program, for transportation, registration, or supplies shall be paid by the District.

6.16 Compensation for Summer School Assignments

6.16.1 Assignments at Times Other Than Regular Academic Year

For the purposes of this section every classified employee shall be deemed to be employed for twelve (12) months during each school year regardless of the number of months in which he/she is normally in paid status. Any school which,

in any school year, maintains school sessions at times other than during the regular September-June academic year shall assign for service during such times regular classified employees of the District. When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year in June to the beginning of the next academic year in September, shall be required to perform services during such period. A classified employee shall, for services performed as herein provided, receive, on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

The provisions of this section are expressly excluded from the Grievance Procedure set forth in Article 5 of this Agreement.

6.17 Compensation for Unit Member Working Out-of-Classification

6.17.1 It is the intent of this Section to permit the working of unit members temporarily outside their normal duties, but to require that some additional compensation be provided during the temporary assignment.

6.17.2 Working out-of-classification shall be defined as performing duties, which are substantially different from those fixed and prescribed for the unit member's regular position by the Board of Trustees. This is limited to duties performed in a higher classification.

6.17.3 A unit member may be required to perform duties inconsistent with those assigned to the position by the Board of Trustees for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out-of-classification. The unit member will receive a minimum of one step differential for the period worked out-of-

classification. Pursuant to Section 6.17, for duties performed in a position that is a higher classification, the unit member shall receive at least a one step differential or the first step in the salary range of the position he/she is temporarily filling, whichever is the greater amount.

6.17.4 Consideration for selection of a unit member to be assigned to a temporary assignment outside his/her normal duties (but to a position within the bargaining unit) shall be restricted to unit members in a lower classification at the affected site based on seniority. If the assignment cannot be made through this procedure, the assignment shall be made by the Personnel Commission using the appropriate eligibility list.

6.18 Unit Member Expenses and Materials

6.18.1 Safety Equipment

The District agrees to furnish personal protective equipment or gear necessary to insure the safety of the unit member or others or to reimburse the unit member for procuring District approved equipment or gear. Any disputes arising out of this section may be forwarded to the District Safety Committee for recommended resolution.

6.18.2 Hold Harmless Clause

The District shall insure against the personal liability of unit members for damages for death, injury to a person, or damage or loss of property caused by the negligent omission of the unit member when acting within the scope of his/her employment.

6.19 Replacing or Repairing Unit Member's Property

6.19.1 The District shall at its discretion pay the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the unit member when such property is damaged in the line of duty without fault of the unit member or if such property is stolen from the unit member by robbery or theft while the unit member is in the

line of duty. Replacing or repairing, or paying for such damaged or stolen property will be limited to damages or values exceeding $10.00, but not in excess of $200.00. The value of such property will be determined as of the time of damage thereto or the robbery or theft.

6.19.2 The District shall at its discretion reimburse a unit member for damage to personal vehicles used in the line of duty under the following conditions. Prior approval shall be obtained from the School Administrator/Department Head, or the person appointed by him/her for this purpose, for use of personal vehicles in the line of duty. Such approval shall contain all information identifying the vehicle to be used: insurance coverage, including limits of coverage, insurance carrier, and the condition of the vehicle. Replacing or repairing or pay for such damaged or stolen property will be limited to damages or values exceeding $10.00, but not in excess of $200.00. Collision, theft of a vehicle or contents and damage to a vehicle resulting from actual theft are specifically excluded from this coverage.

6.19.3 In the event the unit member is paid the costs of replacing or repairing any such property, or the actual value of such property, the District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged property, in accordance with Education Code section 35176.

6.20 Shift Differential Payment

6.20.1 All positions, the regularly assigned time of which requires the unit member to work one-half (1/2) time or more between the hours of 5:00 p.m. and 12:00 midnight, shall be paid at monthly rates one (1) step higher than the rates or rate for, employees in that class working between the hours of 8:00 a.m. and 5:00 p.m. If the regularly assigned time requires the unit member to work one-half (1/2) time or more between the hours of 12:00 midnight and 8:00 a.m. the unit member shall be paid at monthly rates two (2) steps higher or an hourly rate at an

equivalent percentage higher than the rates or rate for day shift unit members in that class.

6.20.2 If such shift normally occurs less frequently than five (5) days per week such higher rates shall be paid only if more than one-half (1/2) of the workweek is on the night shifts.

6.20.3 Employees assigned to a regular night shift on a continuous basis who are ordered to temporary day shift work for periods not to exceed twenty (20) workdays each shall suffer no reduction in compensation by reason of the change. On the twenty-first (21st) working day, the employee shall revert to the day shift rate. (Commission Rule 70.200.6)

ARTICLE 7

HEALTH AND WELFARE BENEFITS

7.1 Health and Welfare Benefits for Full-Time Regular Unit Members

The District shall provide the following health and welfare benefits to full-time, regular unit members.

7.1.1 Medical Insurance

The District shall make available a maximum of three (3) medical insurance plans. The District shall have the sole discretion to determine the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits. The District shall also have the sole discretion to change the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits. Commencing on January 1, 2016, the District shall annually contribute up to the following amounts towards the cost of the unit member's medical plan:

A.	3 Party or More	$12,421.00
B.	2 Party	$9,648.00
C.	1 Party	$6,331.00

The crediting of this increase to each eligible bargaining unit member will be done retroactive to January 1, 2019.

If the District's contribution is insufficient to cover the cost of the unit member's medical plan, the District shall make monthly deductions from the unit member's salary to cover the excess cost of the medical plan over the District's contribution.

7.1.2 Life Insurance

Unit members shall be provided with a $5,000.00 group term life insurance policy, the premiums for which shall be fully paid by the District. Unit members may be eligible for additional coverage up to $50,000.00 under the group policy. The premiums for such additional coverage shall be paid by the employee.

7.1.3 Dental and Vision Insurance

The District shall make available a maximum of two (2) dental plans and one (1) vision plan. The District shall have the sole discretion to determine the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits. The District shall pay the cost of the dental and vision plans. The District shall also have the sole discretion to change the type of plans it makes available, the number of plans, the plan carriers, and the level of benefits.

7.2 Medical Benefits for Part-Time Regular Units Members

7.2.1 Part-time regular unit members shall be provided the same medical insurance benefits provided full-time regular unit members (7.1, above) except that the District's contribution towards-the cost of the medical plans shall be as follows:

7.2.1.1 Less than forty (40) hours paid service per week, but thirty (30) or more hours paid service per week: The District's contribution shall be seventy-five percent (75%) of the amount set forth in Section 8.2.1 above, or seventy-five percent (75%) of the cost of the medical plan selected by the unit member, whichever is less.

7.2.1.2 Less than thirty (30) hours paid service per week, but twenty (20) or more hours paid service per week: The District's contribution shall be fifty percent (50%) of the amount set forth in Section 8.2.1, above, or

fifty percent (50%) of the cost of the medical plan selected by the unit member, whichever is less.

7.2.1.3 If the hours of a part-time unit member fluctuates during the year, the District's contribution toward the cost of the part-time unit member's medical plan shall be determine by calculating the unit average number of hours of paid service per week over the course of the year.

7.2.2 If the District's contribution towards the cost of a part-time unit member's medical plan is insufficient to cover the cost of the unit member's medical plan, the District shall make monthly deduction from the unit member's salary to cover the excess cost of the medical plan over the District's contribution.

7.2.3 Part-time unit members shall be provided the same dental and vision as full-time unit members, except the District shall pay fifty percent (50%) of the premium for four (4) and five (5) hour unit members and seventy-five percent (75%) of the premium for six (6) and seven (7) hour unit members. The District shall pay the full amount of the premium for a $5,000.00 group term life insurance policy for each eligible unit member.

7.3 Changing coverage

Unit members may change from one health or dental plan to another during the open enrollment period each year.

7.4 Unit members may change from one health insurance carrier to another during the open enrollment period each year.

7.5 Unit members who are employed subsequent to the first (1st) day of a payroll period shall have Health and Welfare Benefits commence on the first (1st) of the month following thirty (30) days after the date of employment.

7.6 Unit members who terminate their employment prior to the close of the school year shall be covered under the District's Health and Welfare Benefits through the last day of the month of the unit member's termination if the premiums have been paid.

7.7 Retirees' Benefits

7.7.1 Effective July 1, 1987, the District shall pay twenty-five (25%) of the group health plan for retirees who are at least sixty (60) years of age and have twenty (20) or more years of full-time credited service or retirees who are at least fifty-five (55) years of age and have thirty (30) or more years of full-time credited service in the District. Unit members retiring July 1, 1988, or thereafter, who are at least sixty (60) years of age and have twenty (20) or more years of full-time credited service or retirees who are at least fifty-five (55) years of age and have thirty (30) or more years of full-time credited service in the District shall have fifty percent (50%) of the group health plan paid by the District.

7.7.2 A pro rata share of percentage payment of the group plan shall be paid for retirees who worked less than full-time during their credited years of service.

7.8 Supplemental Coverage

7.8.1 Effective July 1, 1989, for a period of three (3) years beginning with a retiree's sixty-fifth (65^{th}) birthday, the District shall reimburse the retiree for the cost up to $50.00 per month for ten (10) months towards the premium of a Medicare supplement plan which has been verified by the District.

7.8.2 A pro rata share of the supplement reimbursement shall be provided to employees who worked less than full-time during their credited years of services.

7.9 Employee Assistance Program

The District shall establish an Employee Assistance Program.

7.10 Employee Benefits Committee

The District shall establish an Employee Benefits Committee to review and provide input relative to all medical, dental, vision and life insurance plans. The CSEA shall have the right to representation on the Committee equal to that of the other bargaining units within the District.

7.11 Physical Examination

7.11.1 If the District requires a unit member to submit to a physical examination for

continuance in employment, the District shall either provide the examination, cause it to be provided, or provide the unit member with the total reimbursement for the required examination. The unit member shall be provided a written statement specifying the reasons for the request.

7.11.2 The District shall solicit from the physician only such information that determines the unit member's ability to perform his/her designated duties.

7.12 Waiver of Medical Coverage

7.12.1 Any eligible employee who certifies that: (i) the employee is enrolled in other employer-provided medical coverage through the employee's own employer or through a parent, spouse or domestic partner; or (ii) that the employee is enrolled in government-provided medical coverage (such as MediCal, MediCare, CHAMPUS or Tricare) may elect to waive the employee's right to medical coverage paid by the District. Government-provided coverage does not include health insurance purchased on the health insurance marketplace pursuant to the Affordable Care Act.

7.12.2 Any eligible employee who certifies that: (i) the employee's spouse/registered domestic partner is enrolled in employer-provided medical coverage through his or her employment; or (ii) that the spouse or registered domestic partner is enrolled in government-provided medical coverage may elect to waive the spouse or registered domestic partner's right to medical coverage paid by the District. Government-provided coverage does not include health insurance purchased on the health insurance marketplace pursuant to the Affordable Care Act.

7.12.3 The election to waive medical coverage for the employee, spouse or registered domestic partner shall be made once a year during the open enrollment period, and cannot be changed until the next open enrollment period unless otherwise permitted as a life event or special enrollment under the Plan and applicable law and regulations.

7.12.4 Effective January 1, 2016, an employee who elects to waive his/her own medical coverage and/or his/her spouse or registered domestic partner's medical coverage shall be paid $2,000 for the plan year (January 1st through December 31st), in which the employee or employee plus spouse/registered domestic partner elects to waive coverage. If the employee elects to receive the payment, the amount is taxable. The aforementioned option will be processed with the last paycheck of the school year and the last check of December of each year – with the employee receiving $1,000 per payment if receiving the waiver for the full plan year.

7.12.5 To waive coverage, the employee must, on an annual basis, complete and sign under penalty of perjury a voluntary waiver form identifying the other employer or government-provided coverage, the employer or government entity providing the coverage, and the name, address and telephone number of a contact person for such employer or government entity for purposes of verifying such coverage. In addition, the employee must submit a letter of verification from the medical provider indicating the employee is covered under their medical plan and the term of coverage (beginning and expiration date).

7.12.6 In the event that the District moves from CalPERS to a different medical benefits provider that does not allow the District to maintain the waiver of benefits language set forth in Article 7.13, Article 7.13 will be rendered null and void and the District will no longer be responsible for providing the payments referenced in this Section. The District will provide written notice to CSEA in the event it moves to a medical benefits provider that does not allow its participants/members/contracted entities to provide a waiver of benefits to its employees.

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ARTICLE 8

WORK PERIODS AND OVERTIME

8.1 Workday and Workweek

8.1.1 The maximum number of hours of regular employment of unit members is eight (8) hours a day and forty (40) hours a week. However, the Board of Trustees may employ persons for lesser periods of time and may, through authorized administrators, order and authorize unit members to work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week.

8.1.2 The starting and ending times of the workday and the unit member's required workdays and number of work hours shall be determined solely by the District. Changes in the unit member's starting and ending times of the workday and the unit member's required workdays and number of work hours shall occur no more than twice a fiscal year without the express written permission of the unit member. If the District intends to change a unit member's starting time, or workdays, or number of work hours, the District shall give CSEA and the unit member at least fifteen (15) calendar days written notice of the impending change. If such advance notification is not given and the change is nevertheless made, the employee shall receive a five percent (5%) salary differential for each day worked for which CSEA and the employee did not receive timely notification, to a maximum of five' (5) workdays. This Section 8.1.2 shall not apply to Transportation Department employees.

8.2 Four Day Workweek

8.2.1 The Board of Trustees may establish a ten (10) hour per day, forty (40) hour, four (4) consecutive day workweek for unit members providing their services are not required for a workweek of five (5) consecutive days. The assignment of unit members to a four (4) consecutive day, ten (10) hour per day workweek shall be with the concurrence of the affected unit members, as ascertained through CSEA.

8.2.2 Unit members so assigned will be volunteers only, verified by written statement signed in triplicate: original is retained by unit member, one (1) copy shall be filed in the unit member's official personnel file, and one (1) copy shall be available to the operating Department.

8.2.3 The workweek for purposes of this Section is defined as commencing at 12:00 midnight on Sunday night and ending 11:59 p.m. on the following Saturday.

8.2.4 All designated and authorized work performed on the fifth (5^{th}), sixth (6^{th}) and seventh (7^{th}) days of such workweek shall be considered overtime. The rate paid for all hours worked in excess of ten (10) hours per day or on the fifth (5^{th}), sixth (6^{th}), and seventh (7^{th}) days shall be equal to time and one-half (1/2) the regular rate of pay for the unit member.

8.2.5 The intent of this Section is to insure the voluntary basis of the four (4) day workweek program.

8.2.6 The District may at any time re-establish a five (5) day workweek for any employee who has been assigned a four (4) day workweek, provided that the District shall give the employee one (1) week's advance notice in writing of the impending re-establishment of the five (5) day workweek. The concurrence of the employee or CSEA is not required to re-establish a five (5) day workweek. If the advance written notification is not given and the change is nevertheless made, the employee shall receive a five percent (5%) salary differential for each day worked under the re-established five (5) day workweek, to a maximum of five (5) workdays.

8.3 Lunch and Rest Periods

8.3.1 Bargaining unit members who work at least five (5) consecutive hours shall be entitled to a duty-free lunch period of thirty (30) minutes. Unit members whose work schedule is from 8:00 a.m. to 4:30 p.m. should complete the lunch break by 1:30 p.m. It shall be the responsibility of the immediate supervisor to determine the specific time for the unit member's lunch break. By mutual agreement a unit

member's lunch period may be extended to one (1) hour with an extension of the workday.

8.3.2 Each bargaining unit member shall be granted a fifteen (15) minute rest period during each four (4) hours of the work period. Rest periods shall not be taken during the first and last hour of the working period. For example, if the workday is from 8:00 a.m. to 4:30 p.m. the rest period may not be taken before 9:00 a.m. or after 3:30 p.m. Unit members may not leave the work site where employed during the rest period unless authorized by the Site Administrator or Department Head. Rest periods are not cumulative and shall not be used to extend the lunch period or another rest period or to shorten the workday. No rights of overtime will accrue if rest periods are not taken. It is the responsibility of the supervisor to establish the specific time of the unit member's rest period.

8.4 Overtime

8.4.1 Overtime is ordered and authorized work time in excess of eight (8) hours in one day or forty (40) hours in one (1) week. No one shall order or authorize overtime unless it is compensable as provided below.

8.4.2 In determining the eligibility of a unit member to receive the prescribed overtime rate, the number of hours "worked" by a unit member shall include, in addition to actual hours worked, time during which the unit member is excused from (and is paid for) holidays, sick leave, vacation, compensating time off, or any other paid leave of absence.

8.4.3 Overtime - Distribution by Seniority

The District, in its sole discretion, shall make overtime assignments within the appropriate CSEA bargaining unit classification based on the District's determination of the best interests of District operations. Efforts shall be made to distribute overtime to all qualified unit members within a classification to achieve equalization of hours.

8.5 Adjustment of Assigned Time

A unit member who works a minimum of thirty (30) minutes per day in excess of the unit member's regular assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis. This shall not entitle the unit member to an actual change in length of assignment, but only a change for the purposes of acquiring fringe benefits on a properly prorated basis for the period when the unit member worked a minimum of thirty (30) minutes in excess of his/her regular assignment.

8.6 Compensation for Overtime

8.6.1 All overtime must be approved in advance by the appropriate supervisor.

8.6.2 The unit member has the election of taking either compensating time off or cash payment for accrued overtime, providing the needs of the District do not conflict.

8.6.3 Overtime worked must be paid in cash or compensating time off allowed at one and one-half (1½) times the actual hours worked. Any compensating time off not used during the calendar month in which earned must be paid in cash, unless the unit member and his/her immediate supervisor mutually agree to an extension of time. Any compensating time off not used within twelve (12) calendar months following the date it was earned must be paid in cash during the pay period following expiration of the twelve (12) month period.

8.6.4 The workweek shall consist of not more than five (5) consecutive working days for any unit member having an average workday of four (4) hours or more during the workweek. Such unit member shall be compensated for any work required to be performed on the sixth (6^{th}) or seventh (7^{th}) day following the commencement of the workweek at a rate equal to one and one-half times (11/2) the regular rate of pay of the unit member designated and authorized to perform the work.

8.6.5 Unit members having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh (7^{th}) day following the commencement of his/her workweek, be compensated at a rate

equal to one and one-half times (l ½) the regular rate of pay of the unit member designated and authorized to perform the work. Positions and unit members excluded from overtime compensation, i.e., weekend/holiday positions, shall likewise be excluded from the provision of this section.

8.6.6 The unit member's records must clearly indicate the number of hours worked per week, the number of overtime hours per week, and the amount of compensating time off accrued and taken during the pay period.

8.6.7 An hourly unit member regularly scheduled to work fewer than or up to forty (40) hours per week on five (5) consecutive workdays shall be compensated at the regular rate of pay for those hours of work, and shall be compensated in accordance with Article 8.6 (Work Period and Overtime) for hours worked in excess of forty (40) hours on five (5) consecutive workdays.

8.6.8 Any instructional assistant accompanying students and teacher on a field trip that extends beyond his/her work hours shall be paid for additional hours at his/her regular rate of pay, up to eight (8) hours per day. If the field trip extends beyond eight (8) hours, the instructional assistant shall be compensated at the rate of one and one-half (11/2) times his/her regular rate of pay.

8.7 Classifications Exempt From Overtime

8.7.1 Weekend/Holiday Positions

The Board of Trustees may, in accordance with Education Code section 45204, create a position or class of positions, which require and permit the holders of such position(s) to work only on weekends (Saturdays, and Sundays) and holidays. If so created, the District shall, in classifying the position:

8.7.1.1 Establish a salary scale through negotiation with CSEA, which recognizes the peculiarity of the work and the days and hours required to work.

8.7.1.2 Exempt employees serving in such positions from overtime pay for work required to be performed on a holiday. The overtime exemption

shall not apply to hours required to be worked in excess of eight (8) hours on any Saturday, Sunday or holiday unless the class is specifically exempted in accordance with the Education Code section 45127.

8.7.1.3 Insure that the position(s) being created is/are not created to avoid payment of overtime to otherwise qualified unit members.

ARTICLE 9

PERFORMANCE EVALUATION PROCEDURES

9.1 When Evaluations Are To Be Made

All unit members shall be evaluated by their immediate supervisors in accordance with the following schedule:

9.1.1 Probationary employees at the end of the second (2^{nd}), fourth (4^{th}) and sixth (6^{th}) months of service.

9.1.2 Permanent employees - at least once each year, during April, and at any time more than sixty (60) workdays later if the unit member leaves the control of that supervisor.

9.1.3 If a unit member is absent during the evaluation period he/she shall be evaluated within fifteen (15) workdays of his/her return to duty.

9.2 Who Makes Evaluations

Each immediate supervisor under whom the unit member has served sixty (60) workdays or more during any rating period shall provide a performance evaluation, even though the unit member may have left his/her control. Each unit member shall be informed in writing of the name of his/her immediate supervisor and of the next level supervisor within thirty (30) workdays after the start of the school year, and within thirty (30) workdays upon change in work location. Each new unit member shall be so informed upon reporting to his/her assignment.

9.3 Procedures To be Followed

9.3.1 Performance evaluation reports shall be made on prescribed forms and shall be

prepared by the unit member's immediate supervisor. The form shall be reviewed by the next higher level supervisor. Evaluation of unit members shall be based on consistent observation and review by the evaluator. The immediate supervisor will insure that each unit member is informed, in writing, of his/her job duties and responsibilities on an ongoing basis. No performance evaluation shall be based upon hearsay statements unless the evaluator has conducted an investigation and has substantiated the statements. Such hearsay statements shall be in writing, dated and signed by the informant. This information shall become a part of the unit member's official personnel file.

9.3.2 The immediate supervisor shall present the performance evaluation report to the unit member and shall discuss it with him/her. The evaluation form shall be signed by the unit member to indicate receipt and the unit member shall be given a signed copy.

9.3.3 If any category on the performance evaluation is rated "below District standards" for probationary unit members or "below competent" for permanent unit members, the following shall be included:

a. Statement of the problem or concern;

b. The desired improvement;

c. Suggestions for improvement; and,

d. Provisions for assisting the unit member.

9.3.4 The unit member shall have the right to review and respond to the performance evaluation, and such response shall be attached to the evaluation.

9.3.5 Performance evaluation reports shall be filed in the unit member's official personnel file and shall be available for review in connection with promotional examinations and disciplinary actions.

9.4 Special Evaluations

At any time, a supervisor may, with the approval of the department head, issue to a unit member a "Notice of Commendation" or "Notice of Unsatisfactory Performance." Such

notices shall be made on prescribed forms and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the unit member. They shall be delivered to the unit member personally by the immediate supervisor or by certified mail. A copy of such notice shall be placed in the unit member's official personnel file and shall be available for review in connection with promotional examinations and disciplinary actions.

9.5 Personnel File Information

9.5.1 The official personnel file of each unit member shall be maintained at the District's Central Administration Office. Materials placed in the official personnel file must indicate that a copy has been given to the unit member concerned. Such material is not to include ratings, reports, or records which: (1) were obtained prior to the employment of the unit member involved; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with a promotional examination.

9.5.2 Every unit member shall have the right to inspect such material upon request, provided that the request is made at a time such unit member is not actually required to render service to the District or with the permission of the department head on District time.

9.5.3 Information of a derogatory nature, excepting material listed in Section 9.5.1 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Unit members shall be provided with a copy of any derogatory written material within five (5) days before it is placed, in the unit member's official personnel file. A rebuttal statement on the original statement or attached to the document shall be proof that the unit member had the opportunity to review and comment on the material. A signature of the unit member acknowledging receipt shall be verification that he/she has received a copy of the document. If the unit member refused to sign acknowledging receipt of the material, only the server shall prepare a memorandum which shall be attached to the derogatory statement advising that

the employee has been served, how, when and where. A review of derogatory statements shall take place during normal business hours, and the unit member shall be released from duty for this purpose without loss of pay.

9.5.4 The District shall keep a record indicating the persons, other than Human Resources Department staff, who have examined unit member's personnel file including the date of examination and the record shall be maintained in the unit member's official personnel file. Any person submitting material for insertion in the unit member's official personnel file shall sign and date the material. The material shall be date-stamped upon receipt in the Human Resources Department.

9.5.5 Unit member's files maintained at locations other than the Human Resources Department shall include personnel status notices, individual absence reports, annual performance evaluations, and other information of a non-derogatory nature.

9.6 Complaints

A unit member may file a grievance alleging that the aforementioned procedure has not been followed. However, none of the aforementioned provisions shall be construed to mean that the performance standards or the evaluator's judgment regarding the level of performance of a unit member shall be subject to the Grievance Procedure. Those matters as well as other substantive matters regarding evaluation are expressly excluded from the Grievance Procedure. If the unit member is not satisfied with the contents of the performance evaluation, he/she may appeal in writing to the next level supervisor and request a meeting to resolve any disputes. The next level supervisor shall schedule a conference with the unit member and the evaluator within five (5) workdays, and must respond in writing within ten (10) workdays following the conference. The decision of the next level supervisor is final. Time limits may be extended by mutual agreement. All correspondence relating to this Section shall become a part of the unit member's official personnel file. If the unit member is still dissatisfied with the contents of the performance evaluation, he/she may submit a rebuttal statement, in writing, to be attached to the evaluation and filed in his/her official

personnel file. All correspondence relating to this Section shall become a part of the unit member's official personnel file. Forms, letters, memorandums, etc., used for reporting job performance and conduct, which are below acceptable District standards, shall not be used to support initiation of disciplinary action if such material is more than three (3) years old.

Such material may be used to prove that the unit member has received previous discipline or counseling. The three (3) year time limit shall begin to run on the date the material is date-stamped upon receipt in the Human Resources Department.

ARTICLE 10

TRANSFERS

DEFINITION - "Emergency" - emergency shall be defined as a situation calling for prompt action; an act of God or other cause not within the District's control which impacts or potentially impacts the operations of the District; an unusual, unexpected or extraordinary interference from a third party; or an unusual, unexpected or extraordinary occurrence whose cause is unknown.

10.1 Transfer shall be defined as the reassignment of a unit member without examination from one position to another position in the same class or to a position in a similar or related class with the same salary range.

10.2 A unit member may request a transfer at any time by completing the appropriate form and submitting it to the Personnel Commission. Unit members may be transferred for the good of the service from one position to another in the same class, or to a position in a related class on the same salary schedule, at the discretion of the District, provided that such action shall not be taken for punitive or preferential reasons.

10.3 In cases of emergency, the unit member shall be given at least forty-eight (48) hours advance notice of transfers made for the good of the service. A unit member being transferred for the good of the service in a non-emergency situation shall be notified at least ten (10) working days prior to the effective date of transfer. The unit member may request a conference with or without representation. A written statement regarding the reason for the transfer shall be provided to the unit member.

10.4 When a transfer is due to the elimination of a position at work site, the transfer will be accomplished as follows:

10.4.1 If there is only one unit member assigned to the classification in which the position is eliminated, that unit member will be transferred.

10.4.2 If there are two or more unit members assigned to the classification in which the position is eliminated the manager will ask for volunteers for transfer.

10.4.2.1 If two or more unit members volunteer for transfer, the unit member with the most District seniority in the classification will be transferred.

10.4.2.2 If no unit members volunteer for transfer, the unit member with the least District seniority in the classification at the site will be transferred.

10.5 It shall be the policy of the District to publish and distribute to all work locations examination bulletins at least once a month for the benefit of unit members that may be interested in taking scheduled examinations or requesting a transfer to an existing vacancy. A unit member on leave shall have the right to have his/her Job Steward file for the transfer in his/her behalf with the written consent of the unit member.

10.6 The District shall establish and maintain in the Human Resources Department a twenty-four (24) hours Telecommunication System that lists vacancies to which unit members may request transfer. The listing will be updated on a daily basis.

10.7 A District Transfer Request Form shall be available to any interested unit member requesting a transfer or change of work location. When a vacancy does occur, those unit members who have a transfer request on file will have the request submitted to the appointing authority.

10.8 A file will be maintained in the Human Resources Department for all unit members requesting a transfer. Transfer requests will be kept for a period of one (1) year from the date of submittal.

10.9 Transfers shall not change the unit member's salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit or in any other manner reflect adversely upon his/her rights, as provided by law and this Agreement.

10.10 The District shall determine whether classes are sufficiently related to permit transfer between them. It shall consider similarity of duties, minimum qualifications, examination content, occupational group and promotional field (above and below). Preference in transfers is permitted when any of the following conditions are present:

10.10.1 As the unit member's seniority in the classified services increases;

10.10.2 When the transfer request is based on reclassification, impending layoff, or reasons of health or medical restrictions; or,

10.10.3 When the unit member meets the minimum requirements for the class.

10.11 A permanent unit member who transfers to a position in a class in which he/she has not previously completed a probationary period shall be considered probationary in that classification for a period of six (6) months or 130 actual days of work.

During the probationary period the unit member may be returned (transferred) to his/her former class, without right of appeal, unless such action results in layoff, demotion, or reduction in assigned time. In the latter cases, the unit member will have the same appeal rights as a permanent unit member who is demoted or dismissed.

10.12 Transfers shall have the following effects on seniority: Within the same class - none.

From one class to another - the unit member shall not receive seniority credit in the new classification for service in other classifications; however, he/she shall retain such credit as seniority in the classified service.

10.13 Transfer shall not be used as a method to avoid impending layoff, although unit members whose positions are to be eliminated may transfer to other classes as this Article contemplates.

10.14 Reasons for any transfer, which is not voluntary, shall be discussed with the unit member by his/her immediate supervisor.

ARTICLE 11

SAFETY

11.1 The District seeks to insure that each unit member is provided with safe and healthy working conditions. CSEA agrees to encourage unit members to be conscious in the performance of

duties and to promptly report alleged unsafe conditions to their supervisor or to their Safety Committee Representative at the departmental/school level.

11.2 A District-wide accident prevention program, including safety training, inspection, accident and hazard reporting, shall be administered in compliance with state safety orders. Subject to District financial constrictions and priorities, repairs, purchases and/or modification of facilities, equipment, records and practices shall be made promptly to meet requirements of the state safety orders and to reduce or eliminate hazardous conditions.

11.3 Consistent with this Policy, each department head and school principal shall be responsible for the implementation and operation of all necessary procedures designed to attain and maintain safe and healthful working conditions.

11.4 CSEA shall appoint eight (8) members to become a part of the existing District Committee described on pages 10 and 11 of the District Procedures Manual.

11.5 The bargaining unit members of the committee shall be allowed reasonable release time to carry out their duties as members of the District Safety Committee, as set forth on page 10 of the Safety Procedures Manual.

11.6 No unit member shall be unlawfully discriminated against for reporting any condition believed to violate the requirements of the state safety orders.

11.7 Complaints regarding alleged violations of this Article may not be pursued beyond intra-District level of the Grievance Procedure. Nothing contained in this Article shall preclude a unit member from pursuing legal remedies available under State and Federal Laws to redress alleged safety violations.

ARTICLE 12

LEAVE OF ABSENCE

12.1 General Provisions

12.1.1 The leave benefits, which are expressly provided by this Article, are the sole benefits, which are part of this Agreement. It is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into this Agreement and are not subject to the Grievance Procedure, Article 5.

12.1.2 Not later than the sixth (6^{th}) consecutive workday of absence, a unit member shall be required to complete the District Leave of Absence Request Form, for payroll purposes. The District may request verification of the reason for an absence, if it has reasonable cause to believe the purpose of the leave may have been violated.

12.1.3 Unit members using any category of leave without pay shall not be entitled to compensation, accrual of leave, District contributions to fringe benefit premiums, annual increments, or the accrual of seniority for layoff or reductions in force, or other such purposes, nor shall probationary unit members earn credit toward gaining permanency while using such leave. A unit member on approved leave without pay may continue his/her enrollment in health and welfare plans by paying the full amount of the premiums in a periodic manner as required by the District.

12.1.4 If the District believes that a unit member cannot safely or adequately perform the duties of his/her position or if a unit member is using any leave based on an illness or an injury, the District may require that the unit member be examined by a District-selected physician at District expense.

12.1.5 A unit member who is absent for one-half (1/2) day or less shall have the time, in one-hour increments deducted from the unit member's accumulated leave; and, if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from the unit member's accumulated leave.

12.2 Paid Sick Leave

12.2.1 Sick Leave is authorized absence of a unit member because of illness, injury or exposure to contagious disease.

12.2.2 Every unit member in a permanent, probationary, limited term instructional assistant, or restricted status shall earn one (1) day sick leave for each month worked in a fiscal year. Unused sick leave may be accumulated without limit.

12.2.3 At the beginning of each fiscal year (July 1^{st}), the sick leave "bank" of the unit member shall be increased by the number of days of paid sick leave, which he/she

would normally earn in that fiscal year. A unit member's sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable.

12.2.4 Sick leave may be taken at any time, provided that new unit members with probationary status may use only six (6) days of paid sick leave during their initial probationary periods.

12.2.5 Pay for any day of sick leave shall be the same pay the unit member would have received if he/she had worked that day, except as provided by Education Code section 45137 for part-time personnel.

12.2.6 In order to receive compensation while absent on sick leave, the unit member must notify his/her supervisor of his/her absence within the first (1st) work hour of the first (1st) day absent, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the unit member.

12.2.7 At least one (1) day prior to his/her expected return to work the unit member shall notify his/her supervisor in order that any substitute employee may be terminated. If the unit member fails to notify his/her supervisor and both the unit member and the substitute report, the substitute is entitled to the assignment, and the unit member shall not receive pay for that day.

12.2.8 A unit member absent for more than five (5) workdays shall be required to present a signed statement from the attending physician indicating that the unit member was unable to work due to illness or disability and the inclusive period of illness or disability, to his department head. If an absence due to illness is longer than ten (10) workdays, a medical release signed by the attending physician, must be submitted to the department head upon return to work.

12.2.9 Unit members who have a questionable attendance record or who indicate a high incidence of sick leave usage, may be required to submit medical justification for any illness absence. If the unit member's attendance becomes questionable he/she shall be notified in writing that any subsequent illness absence will require medical justification.

12.3 Entitlement to Other Sick Leave

12.3.1 Pursuant to Education Code section 45196, every July 1st, each permanent unit member shall be credited with a certain number of fifty percent (50%) pay sick days. The number of fifty percent (50%) pay sick days a unit member shall be credited with shall be calculated as follows: 100 minus the number of full-pay sick leave days in the unit members 'bank' as set forth in Section 12.2. These fifty percent (50%) pay sick days shall be available for use during the year they are credited to the unit member only and shall not accumulate from year to year.

12.3.2 No half-pay (½) illness leave shall be allowed until after the exhaustion of all full-pay privileges, including regular sick leave and accumulated vacation.

12.3.3 The days of half-pay (½) illness leave for unit members who work on less than a full-time basis shall be prorated on the basis of the number of hours worked in a week.

12.3.4 The leave shall not be accumulated from year to year and when such leave will overlap into a new fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the illness or injury occurred.

12.4 Additional Sick Leave

After exhaustion of all paid leave, the unit member may be placed on additional unpaid leave upon request and with the approval of the Board of Trustees. The additional leave may be for any period of time up to a year, providing that the total leave time for any one (1) illness both paid and unpaid will not exceed two (2) years.

12.5 Termination of Sick Leave

12.5.1 A unit member who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he/she is able to resume the assigned duties and, if the leave has been for more than twenty (20) workdays, he/she has notified the District of his/her return at least three (3) workdays in advance.

12.5.2 If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this Article, the unit member is unable to resume the duties of his/her position and the District is unable to transfer the unit member to a suitable position which is compatible to his/her restriction(s), the unit member will be placed on a reemployment list for a period of thirty-nine (39) months as required under the Education Code.

12.6 Industrial Accident and Industrial Illness Leave

12.6.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code sections 44043 and 45192 and this rule.

12.6.2 A unit member in the classified service, who is absent from duty because of an illness or injury defined as an industrial accident or illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation providing that:

a. He/she has probationary or permanent status.

b. In the opinion of the Superintendent/Designee representative the illness or injury constitutes an industrial accident illness, or, if contested by the District, it is ultimately determined to be work related.

12.6.3 Paid industrial accident leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same industrial accident or industrial illness.

12.6.4 Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which a unit member may be entitled. Any illness leave used in lieu of industrial accident or illness leave shall be restored to the unit member, if the unit member's Workers' Compensation Claim is approved. If the unit member is still unable to return to

duty after exhausting paid industrial accident leave, the unit member shall be placed on paid illness leave if he/she is eligible therefore. Accumulated illness leave shall be reduced only in the amount necessary to provide a full day's wages or salary when added to the Workers' Compensation award.

12.6.5 After all paid illness leave has been exhausted following a paid industrial leave, a unit member may choose to receive pay from accrued vacation, earned compensatory time, or other earned leave to the extent necessary to make up the unit member's regular salary when receiving a temporary disability allowance without penalty from the State Compensation Insurance Fund. After the expiration of all paid leave privileges, the appointing authority may place the unit member on an industrial accident leave without pay. The total time of all leave benefits provided under this section, including unpaid industrial accident leave, shall not exceed twenty-four (24) months for any one (1) industrial accident or industrial illness.

12.6.6 Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, the unit member shall be assigned to a position in his/her former class. If no vacancy exists in his/her former class, he/she may displace the most recently appointed unit member in the class with less seniority. If a unit members' former class has ceased to exist, the unit member shall be reassigned or placed on a suitable reemployment list.

12.6.7 A unit member returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code. A unit member shall continue to receive seniority credit for all purposes while on such paid or unpaid leave of absence.

12.6.8 When all paid or unpaid leaves of absences have been exhausted following an industrial accident or industrial illness, the unit member's name shall be placed on

the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.

12.6.9 A unit member who fails to accept an appropriate assignment after being medically approved therefore shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the unit members former class, in his/her former status and time bases, in the assignment area in which the unit member has made himself/herself available.

12.6.10 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary. A permanent unit member's salary is computed on the basis of the average number of hours and days in his/her basic daily assignment. A unit member who is not permanent shall have his/her salary computed on the basis of the average number of hours worked each month in which the employee was in a paid status during the preceding year. During all paid leaves resulting from an industrial accident or industrial illness, the unit member shall endorse to the District all wage-loss benefit checks received under State Workers' Compensation Insurance Laws. The District shall issue to the unit member appropriate warrants for payment of wages, loss of benefits, salary, and/or leave benefits and shall deduct normal retirement and other authorized contributions. Final allowance for permanent industrial disability settlements shall not be subject to remittance to the Section.

12.7 Bereavement Leave

12.7.1 Every unit member employed in the classified service shall be granted necessary leave of absence, not to exceed three (3) workdays, or five days (5) if out-of-state or more than three hundred (300) miles in travel is required, on account of the death of any member of his/her immediate family. No deduction shall be made

from the salary of such unit member, nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the District.

12.7.2 Members of the immediate family include the husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, step parent, step son, step daughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the unit member.

12.7.3 One (1) day of bereavement leave shall be allowed for the death of a niece, nephew, aunt, or uncle of the unit member or unit member's spouse.

12.7.4 Acceptable documentation of the death which qualified the unit ember for leave under this section may be required by the District.

12.8 Personal Necessity

12.8.1 A unit member may elect to use, not to exceed seven (7) days in any one (1) fiscal year, sick leave which has been earned pursuant to Section 2 of this Article, for personal necessities which fall in the following categories:

a. Bereavement leave which may be necessary beyond that authorized in Section 7 of this Article and law.

b. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family, as described in Section 7 of this Article.

c. Appearance in any court or before an administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction, and for which no other leave is provided for in this Article.

d. Imminent danger to the home of the unit member occasioned by a factor such as flood or fire, serious in nature and which requires the absence of the unit member during his/her working day.

e. His/her attendance upon a member of his/her immediate family who is seriously ill or requiring care or attendance. The unit member is expected to make other arrangements for care of the ill person as soon as possible.

f. Any other significant event, personal to the unit member for which paid leave of absence is not authorized, which under the circumstances the unit member cannot reasonably be expected to disregard, and which requires the immediate attention of the unit member during his/her assigned hours of service. Unit members will be required to submit adequate proof that an emergency did exist. Should the District rule that the data submitted does not constitute an emergency, the unit member may appeal to the Human Resources Department. The Human Resources Department shall hear the evidence and render a decision.

12.8.2 Immediate family as used in this section shall have the same meaning as provided in Section 7 of Article 12 of this Agreement (Bereavement).

12.9 Jury Duty and Witness Leave

12.9.1 Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in local, State, or Federal Court. Leave shall be granted for the period of the jury service. The unit member shall receive full pay while on leave provided that the jury service fee for such leave is assigned to and the subpoena or court certification is filed in the District. Request for jury service leave should be made by presenting the official court summons to jury service to the department head within one (1) workday of receipt of the summons.

12.9.2 Leave of absence to serve as a witness in a court case shall be granted a unit member when he/she has been served a subpoena to appear as a witness, not as a litigant in the case. The length of the leave granted shall be for the number of

days in attendance in court as certified by the clerk or the authorized officer of the court. The unit member shall receive full pay during the leave period, provided the witness fees for such leave are assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the department head.

12.9.3 The jury service fee and witness fee referred to in 12.9.1 and 12.9.2, respectively, do not include reimbursement for transportation expenses.

12.9.4 A unit member who has received a leave of absence under this Section shall make himself/herself available for work during hours when his/her presence is not required in court. Any day during which any unit member whose regular assigned shift commences at 12:00 noon or after and who is required to serve six (6) hours or more of that day on jury duty shall be relieved from work with pay.

12.10 Night Jury Duty

When a unit member is required to serve on jury duty, which commences after 5:00 p.m., the District shall grant the following:

12.10.1 All day shift members shall be required to work four (4) hours and shall be compensated for a full eight (8) hour shift.

12.10.2 All p.m. shift unit members (3:00 p.m. to 11:00 p.m.) shall be compensated for the full eight (8) hour shift for duty after their starting time.

12.10.3 All early morning unit members (11:00 p.m. to 7:00 a.m.) shall be required to report to work by 3:00 a.m. and work the remainder of their shift.

12.11 Absence for Examination

Every unit member in the classified service shall be permitted to be absent from his/her duties during work hours in order to take any examination for promotion in the District without deduction of pay or other penalty, provided that he/she gives two (2) days notice to his/her immediate supervisor.

12.12 Military Leave

Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code sections 389 and 395 and that which follows.

12.13 Leave of Absence Without Pay

12.13.1 Leave of absence without pay may be granted to a permanent unit member upon written request of the unit member and the approval of the Board of Trustees, subject to the following restrictions:

12.13.2 Leaves of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code. Leaves of absences for service in the Peace Corps, or the Red Cross or Merchant Marine during time of national emergency may be granted for a period not to exceed twenty-four (24) months.

12.13.3 The granting of a leave of absence without pay gives the unit member the right to return to a comparable level position within his/her class at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties of that position.

12.13.4 The Board of Trustees may, for good cause, cancel any leave of absence by giving the absent unit member due notification. Such notification shall be by certified mail.

12.13.5 A unit member may make a written request to the Board of Trustees to return to work prior to the expiration date of the leave. The Board of Trustees may approve or reject the request.

12.13.6 Failure to report for duty within five (5) workdays after a leave has been cancelled or expires shall be considered "abandonment of position" and the unit member may be terminated by the Board of Trustees. This provision is not applicable to military leave. Nothing in this section shall be construed to deny any unit member the right to appeal disciplinary action.

12.14 Pregnancy Disability Leave

12.14.1 The District shall provide unpaid Pregnancy Disability Leave in accordance with applicable state (California Pregnancy Disability Leave "PDL") and federal (Family Medical Leave Act – FMLA) laws. Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement. An employee who is disabled because of pregnancy, childbirth, or a pregnancy-related medical condition shall be entitled to up to four (4) months unpaid Pregnancy Disability Leave, as set forth in Article 12.14.3.5. The leave can be taken before or after the birth of the employee's child.

12.14.2 For purposes of this Section, an employee is disabled when, in the opinion of the employee's healthcare provider, she cannot work at all or is unable to perform any one or more of the essential functions of the employee's job or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if an employee needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

12.14.3 Reasonable Accommodation for Pregnancy-Related Disabilities

12.14.3.1 Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. An employee is affected by pregnancy if she is pregnant or has a related medical condition, and because of pregnancy, the employee's health care provider has certified that it is medically advisable for her to temporarily transfer or to receive some other accommodation.

12.14.3.2 The District will provide a temporary transfer to a less strenuous or

hazardous position or duties or other accommodation to an employee affected by pregnancy if: she requests a transfer or other accommodation; the request is based upon the certification of her health care provider as "medically advisable"; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

12.14.3.3 As part of this accommodation process, no additional position will be created and the District will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

12.14.3.4 Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, an employee must:

12.14.3.4.1 Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;

12.14.3.4.2 Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and

12.14.3.4.3 Provide a signed medical certification from the employee's health care provider that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily transferred or to receive some other requested accommodation.

The District may require an employee to provide a new certification if she requests an extension of time for the leave, transfer or other

requested accommodation.

12.14.3.5 Duration

12.14.3.5.1 The District will provide an employee with a Pregnancy Disability Leave of Absence for the duration of her pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by her health care provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

12.14.3.5.2 Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

12.14.3.6 Reinstatement

12.14.3.6.1 If the employee and the District have agreed upon a definite date of return from her leave of absence or transfer, she will be reinstated on that date if she notifies the District that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, she will be returned to work within two (2) business days, where feasible, after she notifies the District of her readiness to return.

12.14.3.6.2 Before an employee will be allowed to return to work in her regular job following a leave of absence or transfer, she must provide the Human Resources Department and specifically the Employee Relations Tech with a certification from her health care provider that she can perform safely all of the essential duties of her position, with or without reasonable accommodation. If she does not provide such a release prior to or upon reporting for work, she will be sent home until a release is provided. Any time an employee is not allowed to work due to not having provided the required release will be unpaid.

12.14.3.6.3 An employee shall be returned to the same or a comparable position upon the conclusion of her leave of absence or transfer. If the same position is not available on the employee's scheduled return date, the District will provide her a comparable position on her scheduled return date or within 60 calendar days of that return date. However, the employee will not be entitled to any greater right to reinstatement than if she had not taken the leave. For example, if an employee would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement. In the event of a layoff impacting the reinstatement of an employee, the District will comply with the applicable Personnel Commission Rules and Article 16 (Layoff and Reemployment Procedures).

12.14.3.6.4 Failure to return to work at the conclusion of the leave of

absence may result in termination of employment, unless an employee is taking additional leave provided by law or District policy or the District has otherwise approved the employee to take additional time off.

12.14.3.7 Integration with Other Benefits

Pregnancy Disability Leaves of Absence and accommodations that require an employee to work a reduced work schedule or to take time off from work intermittently are unpaid. An employee may elect to use accrued sick leave and/or accrued vacation benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and an employee will not receive pay for official holidays that are observed during her leave of absence except during those periods when the employee is substituting vacation or sick leave for unpaid leave.

12.14.3.8 Benefits

12.14.3.8.1 The District will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If an employee takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the District will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

EXAMPLE: An employee takes 17.33 workweeks off

due to a pregnancy disability. Assuming the employee is eligible for FMLA and CFRA leave, her Pregnancy Disability Leave will also be concurrently covered by FMLA and her group health insurance coverage would continue for the entire 17.33 workweek period. If, after the employee's pregnancy disability leave and FMLA Leave, has been completed, she wishes to take 12 additional weeks off from work to bond with a new baby under CFRA, the District will continue her health insurance benefits for the 12 workweek period.

12.14.3.8.2 In some instances, the District may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following her pregnancy disability leave for reasons other than taking additional leave afforded by law or District policy or not returning due to circumstances beyond her control.

12.15 Family Care and Medical Leave

12.15.1 To be eligible for leave under the FMLA ("Fed-FMLA") and CFRA (collectively "FMLA Leave"), employees must have: (1) completed one year of service for the District; and (2) worked at least 1,250 hours over the previous 12 months as of the start of the leave.

12.15.2 Reasons For Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a registered domestic partner or a child of a registered domestic partner (CFRA only), incapacity due to pregnancy or prenatal care as a serious health

condition (Fed-FMLA only), qualifying exigency leave (Fed-FMLA only) and military caregiver leave (Fed-FMLA only). FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

12.15.2.1 the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");

12.15.2.2 to care for an immediate family member (spouse, registered domestic partner, child, or parent with a serious health condition) ("Family Care Leave");

12.15.2.3 an employee's inability to work because of a serious health condition ("Serious Health Condition Leave");

12.15.2.4 a "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces ("Military Emergency Leave"); or

12.15.2.5 to care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below ("Military Caregiver Leave").

12.15.3 Definitions

12.15.3.1 "Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child, child of a registered domestic partner, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence.

12.15.3.2 "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco

parentis, and who is of any age.

12.15.3.3 "Parent," for purposes of this Section, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents "in law." For Military Emergency leave taken to provide care to a parent of a military member, the parent must be incapable of self-care, as defined by the FMLA.

12.15.3.4 "Covered Active Duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

12.15.3.5 "Covered Servicemember" means: (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the

member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.

12.15.3.6 "Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty) and that manifested itself before or after the member became a veteran.

12.15.3.7 "Qualifying exigency" is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

12.15.4 Leave Length

12.15.4.1 If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious

Health Condition Leave; and (4) Qualifying Exigency Leave. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law. When the reason for leave is Bonding Leave and both spouses work for the District and are eligible for leave under this Section, the spouses will be limited to a total of 12 workweeks off between the two of them. When the reason for leave is Family Care Leave and if both spouses work for the District and are eligible for leave under this Section, the spouses will be limited to a total of 12 workweeks off between the two of them under Fed-FMLA.

A 12-month period begins on the date of the employee's first use of FMLA Leave. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended. There is no carryover of unused leave from one fiscal year to the next fiscal year.

12.15.4.2 The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the District and are eligible for leave under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

12.15.4.3 Under some circumstances, an employee may take FMLA Leave

intermittently—which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. If an employee is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the District's operations. An employee must contact his/her manager and the Human Resources Department prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the District may require an employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee's request for intermittent leave is approved, the District may later require an employee to obtain recertifications of his/her need for leave.

12.15.4.4 To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee's work-related injury/illness, a pregnancy related disability, or a "disability" as defined under the Americans with Disabilities Act and/or the Fair Employment and Housing Act ("FEHA"). When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the District will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

In addition, in some circumstances and in accordance with applicable law, an extension to FMLA Leave may be granted when the leave is taken to care for a registered domestic partner and/or a registered domestic partner's child. Certain restrictions on these benefits may apply.

12.15.5 Notice and Certification

12.15.5.1 Bonding, Family Care, Serious Health Condition Leave, and Military Caregiver Leave Requirements

12.15.5.1.1 Employees may be required to provide: (1) when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day); (2) when the need for leave is not foreseeable, notice within the time prescribed by the District's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical; (3) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form); (4) periodic recertification (but only to the extent permitted by applicable law, generally not under CFRA); and (5) periodic reports during the leave.

Certification forms are available from the Human

Resources Department.

12.15.5.1.2 At the District's expense, the District may, if it doubts the validity of the certification provided by the employee, also require a second opinion regarding the employee's own serious health condition or the serious health condition of an employee's family member for Fed-FMLA purposes and, for CFRA purposes, the employee's own serious health condition. The second shall concern any information in the certification. In some cases, the District may require a second or third opinion regarding the injury or illness of a "Covered Servicemember." Employees are expected to cooperate with the District in obtaining additional medical opinions that the District may require.

12.15.5.1.2.1 The health care provider designated by the District shall not be employed on a regular basis by the District.

12.15.5.1.2.2 If the second opinion differs from the opinion in the original certification, the District may require, at the District's expense, that the unit member obtain the opinion of a third health care provider, designated or jointly approved by the District and the unit member. The opinion of the third health care provider shall be final and binding on the District and unit member.

12.15.5.1.3 When leave is for planned medical treatment, an

employee must try to schedule treatment so as not to unduly disrupt the District's operation. Employees are to contact their manager or Human Resources prior to scheduling planned medical treatment.

12.15.5.1.4 Recertifications After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA Leave is certified, the District may later require medical recertification in connection with an absence that an employee report as qualifying for Fed-FMLA Leave. For example, the District may request recertification if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly, e.g., an employee's absences deviate from the duration or frequency set forth in the previous certification; the employee's condition becomes more severe than indicated in the original certification; the employee encounters complications; or (3) the District receives information that casts doubt upon the employee's stated reason for the absence. In addition, the District may request recertification in connection with an absence after six months have passed since an employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the District shall be at the employee's expense.

In addition to the requirement listed above, a

recertification under the CFRA may be requested by the District at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

12.15.5.2 Military Emergency Leave

Employees seeking to use Military Emergency Leave are required to provide: (1) the District with as much notice of the need for leave as is reasonable and practicable under the circumstances; (2) a copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and (3) a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the Human Resources Department.

12.15.5.3 Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave.

12.15.6 Generally, FMLA Leave is unpaid. The District may require employees to use accrued vacation during any unpaid portion of FMLA Leave to the extent allowed by applicable law. The District may require employees to use accrued sick leave during any unpaid portion of FMLA Leave. However, the District will only require employees to use accrued sick leave during an unpaid portion of an FMLA Leave if the reason for the FMLA Leave is the employee's own serious health condition or for any other reason, mutually agreed to by the District and the employee. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and the applicable sick and vacation sections in this

collective bargaining agreement. When accrued vacation and/or sick leave is exhausted, the balance of the leave is unpaid. The use of paid benefits will not extend the length of a FMLA Leave.

12.15.7 Benefits

12.15.7.1 The District will continue making contributions for an employee's group health benefits during the employee's leave on the same terms as if the employee had continued to work. This means that if an employee wants his/her benefits coverage to continue during the leave, the employee must also continue to make any premium payments that he/she is now required to make. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. When the reason for leave is a pregnancy-related disability, which is a serious health condition under the Fed-FMLA but not the CFRA, and the employee takes additional time off that qualifies as CFRA leave, the District will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. The District may recover the premiums paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the control of the employee. Accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

12.15.7.2 If an employee is on a FMLA Leave, but is not entitled to continued

paid group health insurance coverage, the employee may continue his/her coverage through the District in conjunction with federal and/or state COBRA guidelines by making monthly payments to the District for the amount of the relevant premium. Please contact Human Resources for further information.

12.15.8 Job Reinstatement

12.15.8.1 Under most circumstances, an employee will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if he/she had been continuously employed rather than on leave. In the event of a layoff impacting the reinstatement of an employee, the District will comply with the applicable Personnel Commission Rules and Article 16 (Layoff and Reemployment Procedures).

12.15.8.2 Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA Leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

12.15.9 Entitlement to family care and medical leave for the purposes of the employee's own illness shall be satisfied by and run concurrently with leaves taken pursuant to section Articles 12.2 (Sick Leave), 12.3 (Entitlement to Other Sick Leave), and, if applicable, 12.14 (Pregnancy Disability Leave).

12.15.10 Section 12.15 of this Agreement may be reopened at the request of either party if

further legislation or state or federal regulations are implemented.

12.15.11 Department of Labor Notice WH1420 is attached to this Agreement as Appendix E.

12.16 Leave to Serve in an Exempt, Temporary or Limited-Term Position

12.16.1 Any permanent unit member who accepts an assignment within the District to an exempt, temporary or limited-term position shall, during such assignments, be considered for status purposes as serving his/her regular position, and such assignment shall not be considered separation from service.

12.16.2 The unit member may with the approval of appointment authority, voluntarily return to his position or a position in the class of his permanent status prior to the completion of service in the exempt, temporary or limited-term position. Failure to complete the required service, unless approved as specified herein, will constitute abandonment of position and may be grounds for disciplinary action by the appointing authority.

12.17 Leave of Absence for Study

12.17.1 Every regular unit member who has completed seven (7) years of service in regular status with the District shall be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the appointing authority. When a study leave has been authorized and taken, an additional seven (7) years of service, after return to duty from the last leave, must be completed before another study leave may be granted.

12.17.2 Study leave can be for any period of time not to exceed one (1) year and must be taken in any time increments as approved by the Board of Trustees, but must be completed within three (3) years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall be credited toward future study-leave eligibility.

12.17.3 Any leave granted and taken under this Section shall not constitute a break in service for any purpose, but the leave time shall not count toward eligibility for a future study leave.

12.17.4 The unit member must file an application with the Board of Trustees for a leave of absence under this section and must outline:

a. His/her work history with the District (e.g., positions held and length of service in each);

b. Length of leave requested and time period in which the leave will be completed if granted;

c. The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institution giving the course, costs involved, degree or credits to be granted, and other pertinent data;

d. Amount of compensation requested while on leave;

e. Service, if any, to be performed by the unit member for the District during the leave;

f. The benefits, to be derived by the District by the granting of the leave;

g. Willingness by the unit member to provide a bond to the District as required by law;

h. Agreement by the unit member that he/she will serve the District for at least two (2) years after termination of the leave; and

i. Willingness to provide the District evidence of satisfactory study progress at agreed intervals during the leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the District result in immediate cancellation of the leave; and, Agreement by the unit member that he/she will report any employment during the leave to the Human Resources Department, who shall determine whether conflict exists with the purpose of the leave.

12.17.5 If a leave is granted under this Section, the unit member will be paid, at a minimum, the difference between what his/her salary or wage would have been had he/she not been on leave and the salary paid the substitute employee. In lieu of the minimum, the Board of Trustees and unit member may agree, in writing, to greater compensation. If the Board of Trustees approves compensation greater than the minimum, it shall be not less than one-half (½) of the unit member's normal rate of compensation and not more than full compensation.

12.17.6 Compensation shall be paid as follows:

a. If the unit member does not provide a bond as determined by the District or provide a written statement indicating that he/she will serve at least two (2) years with the District upon return from leave, the agreed-to-compensation shall be paid in two (2) equal annual installments during the first two (2) years of service to the District following return to duty after termination of the leave.

b. If the unit member provides the required bond or submits a written document, approved by the Board of Trustees in accordance with Education Code section 45384, the unit member shall be paid the agreed-to-compensation in the same manner as if he/she were in active service with the District. If the unit member fails to complete two (2) years of service for the District following return from leave, except as provided below, he/she may be required to refund to the District a pro rata portion of any compensation received while on leave.

c. If a unit member has provided a bond or written agreement and fails to complete the required two (2) years of service because of his/her death or physical or mental disability, the bond or conditions of the agreement shall be exonerated in the same manner as if the required service has been performed.

12.18 Leave of Absence for Retraining

In the event that the Board of Trustees contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements, or for any other reason, it may provide for retraining of displaced unit members in accordance with this Article.

12.18.1 To be eligible for retraining leave, a unit member must:

a. Have served at least three (3) years in the District;

b. Be serving in a position which the District contemplates abolishing, or show that the retraining will clearly benefit the District; and,

c. Indicate a willingness to serve the District at least two (2) years after successful completion of the retraining program.

12.18.2 The Board of Trustees shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.

12.18.3 The unit member shall be considered a permanent unit member for all purposes during the period of the retraining program and shall receive his normal compensation and benefits. The Board of Trustees may prescribe duties, if any, to be performed by the unit member on behalf of the District during retraining leave.

12.18.4 The Board of Trustees shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the unit member if he/she fails to complete the prescribed retraining program.

12.18.5 At its discretion, the Board of Trustees may establish retraining programs for purposes other than outlined in this Article -and grant leaves of absence for retraining in the same manner as for study leaves of absence, except that the three (3) year service requirement shall prevail. Approval for such leave shall be discretionary with the Board of Trustees.

12.19 Transfer of Sick Leave From Another District

Any classified employee of any school district who has been an employee of that district for

a period of one (1) calendar year or more and who terminates employment with that district for the sole purpose of accepting a classified position with this District and who subsequently, within one (1) year of termination of his/her former employment, accepts a classified position shall be credited with all of the earned but unused sick leave which was credited to him/her in his/her former school district.

12.20 – Family School Partnership Act

12.20.1 A permanent bargaining unit employee who is a parent, guardian or grandparent with custody of one or more children, K-12, shall be permitted to take up to forty (40) hours each school year and not more than eight (8) hours in any calendar month to participate in activities of the school where any of his/her children attends.

12.20.2 The employee must give the District reasonable notice in advance. The employee, if requested by the District, shall provide documentation from the school as proof that the employee engaged in child-related activities on a specific date and at a particular time.

12.20.3 If more than one parent, guardian or grandparent of a child is employed by the District at the same worksite, the ability of a parent, guardian or grandparent to take a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the District, unless the District approves both parents, guardians or grandparents taking such time off simultaneously

12.20.4 The employee may elect to utilize compensatory time, personal necessity leave as provided in Article 12.8, or take the time off without pay for the purposes provided in this Section.

ARTICLE 13

HOLIDAYS

13.1 Eligibility for Holiday Pay

13.1.1 All unit members will be entitled to payment for authorized holidays, provided

that they were in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

13.1.2 Holidays shall include:

- Independence Day
- Labor Day
- Veteran's Day
- Fourth Thursday in November - Thanksgiving Day
- Friday after Thanksgiving Day
- December 24th - Christmas Eve
- December 25th - Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Cesar Chavez Day
- Friday before Easter - Good Friday;
- Memorial Day
- All other days approved by the Board of Trustees.

If the holiday falls on Saturday, the preceding Friday shall be deemed to be the holiday. If the holiday falls on Sunday, the following Monday shall be deemed to be the holiday.

13.1.3 The holidays listed in Section 13.1.2 are guaranteed holidays for all unit members who establish eligibility for same under Section 13.1.1 above, except the unit members serving in positions that are exempt from guaranteed holidays, as provided in Section 8.7.1, Weekends/Holiday Positions.

13.1.4 Pay for a holiday shall be the same as full-time unit member received had the day not been a holiday.

13.1.5 Holiday pay for part-time unit members shall be computed as provided in sections 45136 and 45137 of the Education Code.

13.1.6 When a regular unit member is required to work on any holiday designated by the Board of Trustees, he/she shall be paid compensation or given compensating time off for such work at the rate specified in Section 8.6 (Compensation for Overtime) in addition to the regular pay received for the holiday.

13.2 School Holidays

A regular unit member who is not normally assigned to duty during the school holidays, which include December 25th and January 1st and any other Board of Trustees declared holidays, shall be paid for those holidays, if the unit member was in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

13.3 Exchange of Holidays by Board of Trustees Action

13.3.1 The Board of Trustees may, prior to July 1st of any year, specify if so authorized in law, that schools will be maintained and unit members are required to work on any or all of these holidays; Admission Day, November 11th, February 12th, Third Monday in February and/or the last Monday in May.

13.3.2 If the Board of Trustees lawfully takes such an action it shall designate another day, during the same school year, as a holiday for unit members in lieu of the regular, normal holiday.

13.3.2.1 If the Board of Trustees fails to comply with Article 13.3.2 above, unit members who will not normally be able to establish eligibility for the "in lieu" holiday, and who are required to work on the regular holiday shall be paid, in addition to the normal pay for the holiday, at the rate of time and one-half (1½) for time required to be worked.

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13.4 Miscellaneous

13.4.1 Additional Holidays

Every day declared by the President or by the Governor of this State as a public fast, Thanksgiving, or holiday (except a special or limited holiday) under Education Code section 37220 or 37221 or any day declared a holiday by the Board of Trustees under Education Code section 37222 shall be a paid holiday for unit members.

13.4.2 Pupil Excused Day

Notwithstanding the adoption of separate work schedules for the certificated and the classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, unit members shall also receive regular pay whether or not they are required to report for duty that day. This does not apply to Staff Development Student Free days scheduled by the District. Unit members who do not work on Staff Development Student Free days are not entitled to be paid their regular wages on such days.

ARTICLE 14

VACATION

14.1 Eligibility

Every unit member in a permanent, probationary, limited term instructional assistant, restricted status or a permanent unit member temporarily assigned to a provisional position shall earn vacation at the prescribed rate as part of his/her compensation. Vacation shall also be earned during any paid leave of absence. Vacation cannot be taken until completion of the probationary period of six (6) months of service with the exception of those unit members who are not required to work during the Winter and Spring Recesses.

14.2 Earning Rate

14.2.1 Unit members who are employed on a monthly basis shall earn vacation for each qualifying month of service effective July 1, 1970, based on the following

schedule (16½) working days during a calendar month constitutes a qualifying month of service).

14.2.2 Unit members who are employed on an hourly basis and unit members who are in a paid status for less than a qualifying month in any given month shall earn vacation at a ratio their hours worked bears to eight (8) hours per day, forty (40) hours per week, weeks per month, or months to a calendar year.

14.2.2.1 One (1) through two (2) years of service, one (1) day of vacation for each qualifying month of service to a maximum of twelve (12) days for each year.

14.2.2.2 Three (3) through ten (10) years of service, one and one fourth (1¼) days of vacation for each qualifying month of service to a maximum of fifteen (15) days for each fiscal year.

14.2.2.3 Eleven (11) through fourteen (14) years of service, one and one-half (1½) days of vacation for each qualifying month of service to a maximum of eighteen (18) days for each fiscal year.

14.2.2.4 Fifteen (15) through nineteen (19) years of service, one and three-fourths (1¾) days of vacation for each qualifying month of service to a maximum of twenty-one (21) days for each fiscal year.

14.2.2.5 Twenty (20) years of service and over, two (2) days of vacation for each qualifying month of service to a maximum of twenty-four (24) days for each fiscal year.

14.2.2.6 In no case will employees be paid for any accumulated vacation if six (6) months of service or the probationary period is not completed prior to separating from service with the District.

14.2.2.7 In no case will any unit member who was hired prior to July 1, 1970, have a reduction in vacation time, for the same time worked, due to the change in the vacation schedule.

14.2.3 For the purpose of this Article, when the first day of service falls between the first (1st) and fifteenth (15th) day of the month, vacation shall be earned from the first (1st) day of the month. Later appointments shall be considered as effective on the first (1st) day of the following month.

14.3 Vacation Bonus

Employees who do not use any sick leave during the fiscal year shall receive two (2) bonus days of vacation. Employees who use one (1) sick leave day but not more than three (3) sick leave days during the fiscal year shall receive one (1) bonus day of vacation. Bonus days of vacation shall be calculated as of June 30th each year and credited to unit members as of July 1st Bonus days of vacation shall be subject to the same carry over limitation as regular vacation days.

14.4 Accumulation and Carry-Over

14.4.1 Vacation days may only be used in the year they are earned or the following year, unused vacation days may not be carried over beyond the school year after they are accrued. For example, if a unit member earns twelve (12) vacation days during the 2005-2006 school year, he/she must use those vacation days during the 2005-2006 or 2006-2007 school year. Unused vacation days may not be carried over beyond the school year after they are accrued under any circumstances, including the fact that the District's records indicate that vacation days have been carried over in violation of this Article. It is the unit member's responsibility to make sure that the unit member uses his/her vacation days during the school year they are accrued or the following school year.

14.4.2 Emergencies as determined by the Superintendent/Designee can be cause for the carrying of vacation time beyond the two (2) year period.

14.4.3 When a unit member has accumulated the maximum allowable vacation credit and when a critical emergency prevents his/her being off duty, the nature and duration of the emergency shall be reported to the Board of Trustees. The Board of Trustees may authorize payment in lieu of vacation earned above the maximum

or may permit the accumulation of excess vacation credit for the duration of the emergency.

14.4.4 Unit employees may use earned vacation days only during the Winter and Spring Recesses. EXCEPTION: A unit member may request use of a vacation leave outside those time periods where a unique personal situation of the unit member requires his/her use of a vacation leave. Such a request should be submitted within a reasonable period of time prior to the desired date of absence.

14.4.5 At the end of the regular school year, unit employees shall be paid for any accumulated vacation days in excess of the number of vacation days encompassed within the Winter and Spring Recesses. The applicable rate of pay shall be the unit member's rate of pay on the last day of the unit member's work year.

14.5 Vacation Scheduling

Vacation schedules shall be prepared by the Administration. Effort shall be made to enable vacation to be taken at times convenient to the unit member, consistent with the needs of the service and the workload of the department. Vacation may be taken in units of not less than one (1) full day.

14.6 Vacation Pay Rate

The rate at which vacation is paid shall be the unit member's current rate. A unit member whose vacation is earned and who began under a given status shall suffer no loss of earned vacation credit by reason of subsequent changes in conditions of employment during that vacation.

14.7 Vacation Pay Upon Termination

Upon separation from the service, except for cases listed under Section 15.6 above, a unit member shall be paid for his/her accumulated vacation credit at the rate of pay applicable to his/her last regular assignment.

14.8 Illness and Bereavement While on Vacation

Any unit member who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved before his/her vacation period has been completed shall be placed

on sick leave or on bereavement leave if the illness or bereavement is such that had the employee been working he would have been eligible for sick or bereavement leave.

14.9 Holidays During Vacation

When a holiday falls during the scheduled vacation of the unit member the unit member shall be paid for the holiday without a charge against his/her vacation leave account.

14.10 Winter Recess/Spring Recess

Unless otherwise expressly authorized by the District in writing, all employees will be required to use earned vacation, if available, during every Winter Recess and Spring Recess on the days the schools, sites, and District offices are closed. Any employee whose vacation bank does not contain sufficient earned vacation days to cover the days the schools and District offices and sites will be closed during any Winter Recess or Spring Recess may be advanced vacation days which the employee had not yet earned but would be entitled to earn during the remainder of the school year, if available, to use during the Winter Recess or Spring Recess.

ARTICLE 15

NON-DISCRIMINATION

15.1 Neither the District nor CSEA shall unlawfully discriminate against bargaining unit members on the basis of age, race, sex, color, national origin, religion, physical handicap, or sexual orientation in violation of applicable State and Federal laws which are in effect at the signing of this Agreement.

15.2 Neither the District nor CSEA shall unlawfully discriminate against bargaining unit members on the basis of political opinions or affiliation or marital status.

15.3 Complaints regarding alleged violations of this Article may not be pursued beyond the intra-District level of the grievance procedure. Nothing contained in this Article shall preclude a unit member from pursuing legal remedies available under State and Federal laws referred to in this Article.

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ARTICLE 16

LAYOFF AND REEMPLOYMENT PROCEDURES

16.1 The Board of Trustees may layoff and may reemploy classified employees only in accordance with procedures provided by Education Code sections 45298 and 45308 and in accordance with the rules and regulations specified by the Personnel Commission, Compton Unified School District.

16.2 Order of Layoff and Reemployment: Length of Service

16.2.1 Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. In the event of a tie, the tie shall be broken by lot. Reemployment shall be in the reverse order of layoff.

16.2.2 For purpose of this Article and pursuant to Education Code section 45308, "length of service" shall be determined by hire date.

16.2.3 "Length of service" credit will be granted for time spent on unpaid illness leave, unpaid medical leave, unpaid maternity leave, unpaid family care and medical leave, study leave under Article 13.17, or unpaid industrial accident leave. For military leave of absence, "length of service" credit shall be granted pursuant to Educational Code section 45297. Length of service credit shall not be accrued for time a unit member is on any other unpaid leave of absence. Appropriate adjustments as set forth in this section shall be made to a unit member's hire date for purposes of calculating length of service credit.

16.2.4 In accordance with Education Code section 45309, a permanent classified employee of the District who voluntarily resigns from his permanent classified position may be reinstated or reemployed by the Board of Trustees, within thirty-nine (39) months after his/her last day of paid service and without further competitive examination, to a position in his/her former classification as a

permanent or limited-term employee, or as a permanent or limited term employee in a related lower class or lower class in which the employee formerly had permanent status. If the Board of Trustees elects to reinstate or reemploy the unit member pursuant to Education Code section 45309 and this section, it shall disregard the break in service of the unit member and classify him/her as, and restore to him/her all the rights, benefits and burdens of a permanent employee in the class to which he/she is reinstated or reemployed.

16.2.5 The following shall constitute a break in service:

a. A unit members resignation from the District, other than as provided in Section 16.2.4;

b. A unit members dismissal from the District for cause; or,

c. A unit member's layoff for a period longer than thirty-nine (39) consecutive months.

If an employee is reemployed by the District following a break in service, his/her hire date shall be the date upon which he/she first renders paid service in a probationary position following said break in service.

16.3 Reemployment and Promotion Examination Preference of Persons Laid Off; Voluntary Demotions or Reductions in Time

16.3.1 Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. In addition, persons who are laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months.

16.3.2 Employees who in lieu of layoff take voluntary demotions, or voluntary reduction in assigned time: to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided, that the same tests of fitness under which they

qualified for appointment to the class still apply. The Personnel Commission shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis.

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

16.4 Layoff: Reinstatement from Service Retirement

Notwithstanding any other provision of law, any person who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

16.5 The provisions of this Article are expressly excluded from the grievance procedure set forth in Article 5 of this Agreement.

ARTICLE 17

SAVINGS PROVISION

17.1 If any provision of this Agreement is held contrary to law by a court of competent jurisdiction, such provision shall be severed from the remaining provisions of this Agreement and shall be deemed null and void to the extent required by the court. Other provisions of this Agreement will continue in full force and effect.

17.2 In the event of suspension or invalidation of any Article or Section of this Agreement and in the event the Article or Section may legally be replaced, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 18

SUPPORT OF AGREEMENT

The District and CSEA agree that it is to their mutual benefit to encourage resolution of differences through the meet and negotiation process. Therefore, it is agreed that CSEA will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process, unless the appearance is by mutual agreement of the District and CSEA.

ARTICLE 19

COMPLETION OF MEETING AND NEGOTIATIONS

CSEA and the District knowingly and voluntarily expressly waive and relinquish the right to meet and negotiate during the life of this Agreement over any matter within the scope of representation except as provided in Article 21.2, and 21.3. No exception shall be granted on the basis that the subject to be addressed in additional negotiations is not covered by this Agreement or was not within the knowledge or contemplation of either party during negotiations for this Agreement.

ARTICLE 20

CONCERTED ACTIVITIES

20.1 It is agreed and understood that there will be no strike, job action, work stoppage, slow-down, picketing which is unprotected by the First Amendment of the United States Constitution, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

20.2 CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the

event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

20.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

20.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement, in District policy, or by Education Code from any employee and/or CSEA.

ARTICLE 21

TERM OF AGREEMENT

21.1 The term of the Agreement shall be from July 1, 2019 through June 30, 2022. With this Agreement, both parties agree that it closes out bargaining for 2019-2020.

21.2 For the 2020-2021 and 2021-2022 school year, the parties agree to bargain Article 6 (Wages and Salary), Article 7 (Health and Welfare) and up to two non-economic (2) subjects of each party's choosing.

21.3 The parties agree that the collective bargaining agreement shall, upon the written request of either party, be re-opened for negotiations if any of the following occur:

21.3.1 The District receives less income (excepting one-time income) from recurring unrestricted revenue limit sources than it received during the prior fiscal year, inclusive of mid-year cuts.

21.3.2 The District receives more income (excepting one-time income) from recurring unrestricted revenue limit sources than it received during the prior fiscal year, inclusive of mid-year cuts.

21.3.3 The District is newly required by action of the Federal or State government to provide a mandated program not previously provided by the District, for which sufficient funding is not also provided; and/or

21.3.4 The parties acknowledge and agree that the agreement to create a successor collective bargaining agreement is predicated upon the State school finance

system remaining as prescribed in current law. If the State (via action of the legislature or Governor or via a proposition or constitutional amendment) alters the basic funding mechanisms for public education, then the parties shall be able to, upon request of either party, reopen the Agreement.

21.4 If either party wishes to modify, amend, or terminate the Agreement, it must notify the other party in writing, not later than March 1st of the year in which the Agreement expires.

ARTICLE 22

ORGANIZATIONAL SECURITY

22.1 Payroll Deduction Procedures

The parties acknowledge that CSEA has provided or will provide after the ratification of this Article in 2019, a list of all unit members who have authorized dues deductions. On a monthly basis – no later than the 20th of each month (or the first District business day after the 20th, if the 20th falls on a weekend or holiday) – CSEA shall certify when applicable the first and last name of each unit member who, since CSEA provided the prior month's certified list, has revoked his/her written authorization or who has provided written authorization for dues deductions to be taken from his/her pay warrant, including the effective date of such authorization/revocation.

22.1.1 When providing the above information, the Union will provide the information to the District's Payroll Manager or designee (with a copy to the Director of Human Resources).

22.1.2 CSEA shall not be required to submit to the District a copy of the unit member's written authorization, unless a dispute arises about the existence or terms of the written authorization. In the event a dispute arises, the District may request that the written authorization be provided to it.

22.2 Processing Of Certified Authorizations and Revocations

22.2. 1 As long as the District receives the information set out in Section 22.1 by the 20th of the month (or the first District business day after the 20th, if the 20th falls

on a weekend or holiday), it will process the deduction authorization(s) or revocation(s) as part of the regular payroll cycle for the applicable unit member's pay warrant issued on or about the 10th of the following month.

22.2.2 If the District does not receive the information set out in Section 22.1 by the 20th of the month (or the first District business day after the 20th, if the 20th falls on a weekend or holiday), then the District will process the deduction authorization(s) or revocation(s) as part of the normal payroll cycle for the applicable unit member's pay warrant issued on or about the 10th of the second following month, e.g. if the information is received on October 22nd, then the deduction or revocation will be processed in the pay warrant issued on or about December 10th. In such cases, the District will utilize the most recently certified list for the purposes of taking dues for that respective month.

22.3 Dues Deductions

The District shall deduct in accordance with CSEA dues schedule, dues from the wages of all employees for whom the District has received the information set out in Article 22.1. The District shall deduct such dues from the regular salary check of each unit member each month for ten (10) months. Deductions for unit members for whom it receives the information set out in Article 22.1 after the commencement of the school year shall be appropriately prorated.

22.4 Remittance of Dues to CSEA by the District

With respect to all sums deducted by the District, the District agrees promptly within thirty (30) days of the deduction to remit such monies to CSEA accompanied by an alphabetical list of unit members for whom deductions have been made and indicating any changes in personnel from the list previously furnished.

22.5 Provision of Information

CSEA agrees to furnish in a timely manner any information needed by the District to fulfill the provisions of this Article.

22.6 No unit member shall commence, maintain, or prosecute any action, or otherwise assert any claim whatsoever against the District, its Board of Trustees, its officers, employees, or agents, individually or collectively, in their official or individual capacities, for damages or loss of any kind, nature, or amount whatsoever, based on, arising out of, or in connection with the organizational security provisions contained herein.

22.7 Hold Harmless and Indemnification

CSEA shall indemnify, defend and hold the District harmless from any and all claims, demands, or suits, or any other action arising out of or in connection this Article of the Agreement, including, but not limited to, the District's dues deductions made in reliance on CSEA's certified list provided to the District pursuant to Article 22.1.

22.8 This Article is not subject to the grievance-arbitration Article set out in this collective bargaining agreement.

RATIFICATION

This Agreement ratified by the California School Employees CSEA, Chapter 30 on March 11, 2021, and by the Board of Trustees of Compton Unified School District, and approved by the Superintendent, on September _____.

Date: _____

_____
Joyce Franklin-Johnson
President
California School Employees Association
CSEA, Chapter 30

Date: _____

_____
Darin Brawley, Ed.D.
Superintendent

APPENDIX A

Unit B

1. Community Relations Specialist – Bilingual/Spanish
2. Community Relations Specialist
3. Health Assistant (Nurses Assistant)
4. Instructional Assistant
5. Instructional Assistant - Bilingual / Language Assessor
6. Instructional Assistant - Bilingual / Spanish
7. Instructional Assistant - Biliterate/Bilingual/Spanish
8. Instructional Assistant - Child Development
9. Instructional Assistant - Computer Lab
10. Instructional Assistant - Extended School Year
11. Instructional Assistant - Instrumental Music
12. Instructional Assistant - ROP
13. Instructional Assistant - Sign Language
14. Instructional Assistant - Special Education
15. Instructional Assistant - Wood Working Technology
16. Instructional Assistant- Auto Mechanic
17. Instructional Assistant- Body & Fender Repair
18. Instructional Assistant- Graphic Art/ROP
19. Library Assistant
20. Senior Community Relations Specialist
21. Senior Community Relations Specialist – Bilingual / Spanish

COMPTON UNIFIED SCHOOL DISTRICT

Classified Salary Schedule - N

2019/2020

2% Salary Increase
Effective Date: 01/01/20
Board Date: 01/21/20

Instructional Assistant (165); Instructional Assistant - Bilingual/Spanish (167); Instructional Assistant - Body & Fender Repair (689); Instructional Assistant - Child Development (187); *Instructional Assistant - Computer Lab (185); Instructional Assistant - Graphic Art/ROP (674); Instructional Assistant - Special Education (184) ; *Library Assistant (588); Instructional Assistant- Bilingual Language Assessor (646); Instructional Assistant- Wood Worker Tech (691)

Annual educational increment accepted between 9/1 - 9/30 of every school year. Salary range 7 - 12 is determined by official college unit transcripts to a maximum of 90 units.

Range	Educational Increments	Step 1	Step 2	Step 3	Step 4	Step 5
7	High School Graduate or GED	$ 13.00	$ 13.65	$ 14.33	$ 15.05	$ 15.80
8	15 College Units	$ 13.00	$ 13.65	$ 14.33	$ 15.05	$ 15.80
9	30 College Units	$ 13.00	$ 13.60	$ 14.29	$ 15.05	$ 15.80
10	45 College Units	$ 13.60	$ 14.29	$ 15.00	$ 15.74	$ 16.53
11	60 College Units	$ 14.29	$ 15.00	$ 15.74	$ 16.53	$ 17.37
12	90 College Units	$ 15.00	$ 15.74	$ 16.53	$ 17.37	$ 18.24

***LA. - Computer Lab and Library Assistant classifications salary range starts on Range 8.**

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
13	Health Assistant (Nurses Assistant) (211)	$ 15.74	$ 16.53	$ 17.37	$ 18.24	$ 19.15

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
14	Community Relations Specialist (708) Community Relations Specialist - Bilingual (709) Instructional Assistant - Secondary Transition (832)	$ 16.23	$ 17.04	$ 17.89	$ 18.79	$ 19.73

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
15	Senior Community Relations Specialist (710)	$ 3,024.00	$ 3,175.00	$ 3,333.00	$ 3,500.00	$ 3,676.00
	Senior Community Relations Specialist/Bilingual-Spanish (711)	$ 17.45	$ 18.32	$ 19.23	$ 20.19	$ 21.21

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
16	Instructional Assistant - Academic Awareness (Severe) - (190)	$ 17.02	$ 18.25	$ 19.16	$ 20.11	$ 21.12
17	Instructional Assistant - Healthcare/CNA (Severe) - (189); Instructional Assistant- Behavioral Intervention (970)	$ 18.95	$ 20.33	$ 21.35	$ 22.43	$ 23.54

Represented by CSEA Local 30
Revised on: 02/04/20

COMPTON UNIFIED SCHOOL DISTRICT

Classified Salary Schedule - N

2019/2020

The following Units Shall Be Granted Longevity Stipends According to the Salary Schedules Listed:

Effective Date: 07/01/17
Board Date: 12/20/17

CSEA - Schedule N

Years of Service	Pay Rate	Code	Full-time 8 hours	Code	At least 6 hours but less than 8 hours	Code	At least 4 hours but less than 6 hours
15 years	Month	C4-1	$ 25.00	C4-2	$ 18.75	C4-3	$ 12.50
20 years	Month	C4-4	$ 40.00	C4-5	$ 30.00	C4-6	$ 20.00
25 years	Month	C4-7	$ 55.00	C4-8	$ 41.25	C9-1	$ 27.50

APPENDIX C

SIDE AGREEMENT - CSEA & **THE DISTRICT**

INSTRUCTIONAL ASSISTANTS' HOURS

Hours of instructional assistants will be standardized according to the following formula:

10 months per year

Elementary Classroom (Bilingual and Monolingual)	4 hours/day
Secondary Classroom (Bilingual and Monolingual)	6 hours/day
Special Education Aides (in accordance with State Mandate)	5 or 6 hours/day
Community Aides (Bilingual and Monolingual)	6 hours/day
Health Assistant (Middle & High Schools)	8 hours/day
Health Assistant (Elementary Schools)	6 hours/day
12 months per year Children Center Aides	4 hours/day
Adult Education Aides	6 hours/day

All assignments (placement) will be made by the District based on the District's determination of the needs of the District's educational program.

SIDE AGREEMENT - CSEA & the DISTRICT

RETITLING OF INSTRUCTIONAL AIDE POSITIONS

Effective July 1, 1982 Instructional Aide positions in the Children Center and Adult Education will be retitled Instructional Aide/Children Center and Instructional Aide/Adult Education.

A separate seniority list will be established for Instructional Aide/ Children Center and Instructional Aide/Adult Education positions from among those unit members who request the positions by June 4, 1982. Assignments to the Instructional Aide/Children Center and Instructional Aide/Adult Education positions will be by seniority. All Instructional Aide seniority will be transferred with those unit members who are assigned to the positions.

After all appointments are made to the Children Center and Adult Education programs those unit members who expressed an interest, but were not assigned will return to the regular Instructional Aide seniority list for assignment on the basis of seniority.

Future vacancies in Children Center and Adult Education Programs will be filled in accordance with the appropriate procedure in the Personnel Commission rules and regulations.

Dated: May 26, 1982

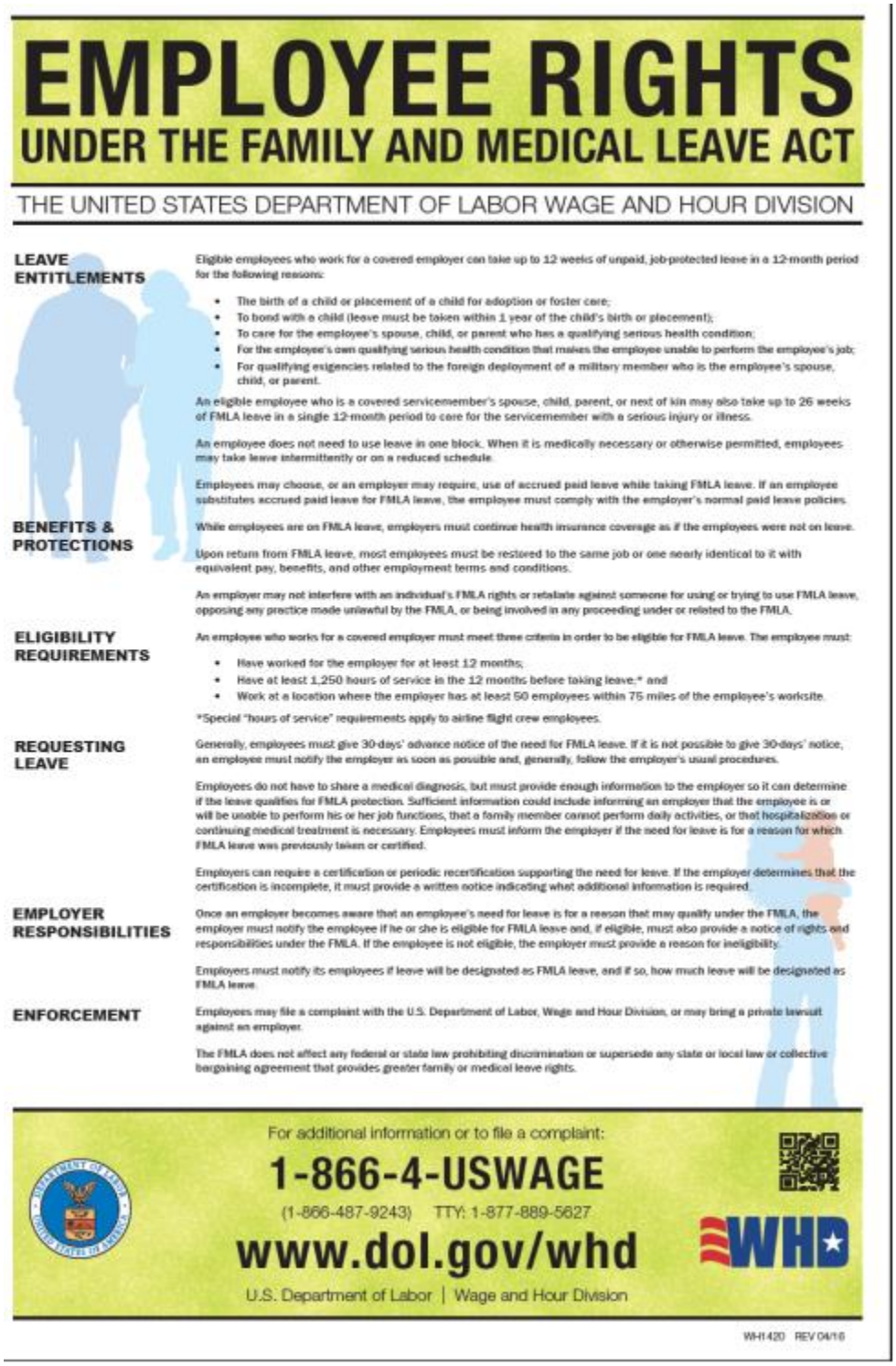
California School Employees Association

Tannie McGraw, President

Minnie Talton, Field Representative

Compton Unified School District

Althea Lois Jenkins, Assistant Superintendent



EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

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WHD

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