

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
JURUPA 392**

**AND**

**JURUPA UNIFIED SCHOOL DISTRICT**

**COLLECTIVE**  
**BARGAINING**  
**AGREEMENT**



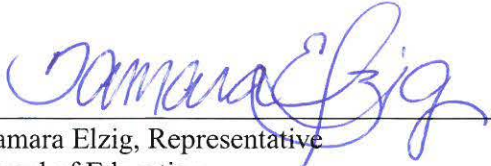
**JULY 1, 2017 THROUGH JUNE 30, 2020**

AGREEMENT

The following Agreement has been reached by the Jurupa Unified School District Board of Education and the California School Employees Association Jurupa Chapter #392 in accordance with the California Educational Employment Relations Act.

Date: July 21, 2017

Ratified by CSEA  
Date: August 22, 2017



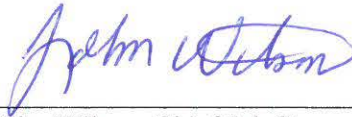
Tamara Elzig, Representative  
Board of Education  
Assistant Superintendent, Personnel Services



Diana Strona, President  
CSEA, Jurupa #392



Paula Ford, Representative  
Board of Education  
Assistant Superintendent, Business Services



John Wilson, Chief Job Steward  
CSEA, Jurupa #392




Trenton Hansen, PhD, Representative  
Board of Education  
Assistant Superintendent,  
Planning & Development



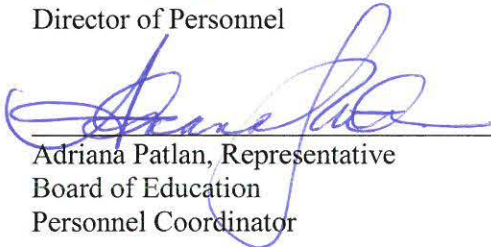
David Barber  
CSEA, Jurupa #392



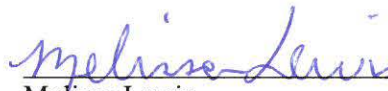
Daniel Brooks, Representative  
Board of Education  
Director of Personnel



Paul Hopson  
CSEA, Jurupa #392



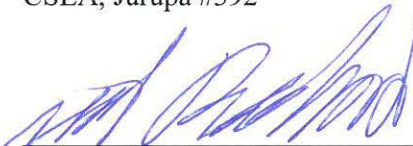
Adriana Patlan, Representative  
Board of Education  
Personnel Coordinator



Melissa Lewis  
CSEA, Jurupa #392

Ratified by Board of Education

Date: September 11, 2017



Vincent Pinckard  
CSEA, Jurupa #392



Robert Garcia, President  
Board of Education

## TABLE OF CONTENTS

<u>Article #</u>	<u>Article Name</u>	<u>Page #</u>
1.	- Agreement	1
2.	- Recognition	2
3.	- Association Rights	8
4.	- Organizational Security and Deductions	10
5.	- District Rights	13
6.	- No Strike/No Lockout	14
7.	- Unit Member Rights	15
8.	- Grievance Procedure	16
9.	- Evaluation Procedures	21
10.	- Transfer	26
11.	- Absences and Leaves	28
	1. General Leave Provisions	28
	2. Sick Leave	29
	3. Bereavement Leave	32
	4. Personal Necessity Leave	33
	5. Parental Leave	35
	6. Industrial Accident and Illness Leave	35
	7. Jury Duty Leave	38
	8. Special Leave	39
	9. Association Leave	39
	10. Maternity Leave	39
	11. Military Leave	41
	12. Unpaid Disability Leave	41
	13. Court Appearance Leave (Other Than Jury Duty)	41
	14. Catastrophic Leave Program	42

<u>Article #</u>	<u>Article Name</u>	<u>Page #</u>
12.	- Safety	43
13.	- Classified Salary Schedule, Applications and Ranges	44
	1. Classified Salary Schedules and Ranges	51
	2. Classified Salary Schedule	57
	3. Classified Work Years – Minimum Number of Work Days	59
14.	- Holidays	60
15.	- Health and Welfare Benefits	62
	1. Extended Health and Dental Benefit	66
16.	- Hours, Overtime, Extra Work and Allowances	68
17.	- Reimbursements for Loss, Damage, or Destruction of Personal Property	84
18.	- Vacations	86
19.	- Disciplinary Procedures	88
20.	- Completion of Meet and Negotiation	95
21.	- Duration	96
22.	- Support of Agreement	97
23.	- Severability	98
24.	- Notice	99

#### Appendix

- A. Classified Involuntary Transfer Notification Form
- B. Catastrophic Leave Classified Employees – Procedure #407
- C. Memorandum of Agreement-Salary Parity
- D. Memorandum of Agreement-Health and Welfare Benefits
- E. Memorandum of Understanding-Adjustments to Article 16, Hours, Overtime, Extra Work and Allowances, Section 6-Transportation, B-Assignment (April 11, 2012)
- F. Memorandum of Understanding-2014-2015 School Year-Ongoing Salary Schedule Increase and Add Step F; Ongoing increase to the Health and Welfare Benefit Cap; One-Time Distribution of Health and Welfare Pool Monies; Positions Increased in Hours (April 17, 2014)



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ARTICLE 1

AGREEMENT

This is an Agreement made and entered into this 21<sup>st</sup> day of July, 2017, between the Jurupa Unified School District (hereinafter referred to as "District") and the California School Employees Association and its local chapter, Jurupa Unified School District Chapter #392 (hereinafter referred to as the "Association").

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ARTICLE 2

RECOGNITION

SECTION 1 - Association. The Jurupa Unified School District hereby confirms its recognition of the Association as the exclusive collective bargaining representative for the employees in the unit described below.

All classified employees employed by the District in the following job classifications:

Database Analyst

Programmer Analyst

Network Specialist

Telephone Network Technician

Computer Support Technician

Technology Facilitator

Electric/Electronic Technician

Electrician

Heating and Air Conditioning Mechanic

User Support Specialist

Carpenter

Plumber

Locksmith

Painter

General Maintenance Journeyman

Office Machines/Audio Visual Repair Specialist

Fire Service Technician/Maintenance Worker

Computer Support Assistant

Maintenance Worker

Head Custodian - Multiple Site/K-8

Head Custodian - Elementary and NVHS

Custodian Specialist

- 1 Lead Night Custodian
- 2 Custodian (Floor Crew)
- 3 Custodian
- 4 Grounds Equipment Specialist
- 5 Refuse/Grounds Equipment Operator
- 6 Sprinkler Technician
- 7 Grounds Equipment Operator
- 8 Grounds Worker
- 9 Heavy Duty Mechanic/Service Coordinator
- 10 Heavy Duty Mechanic/Brake Inspector
- 11 Transportation Specialist
- 12 Dispatcher/Bus Driver Trainer
- 13 Transportation Dispatcher
- 14 Bus Driver Trainer
- 15 Light Duty Mechanic/Brake Inspector
- 16 Automotive Service Coordinator
- 17 Transportation Technician
- 18 Automotive Servicer
- 19 Bus Driver
- 20 Bus Driver - Special Students
- 21 Bus Transportation Assistant
- 22 Food Services Coordinator
- 23 Computer Network Technician - Food Services
- 24 Cafeteria Manager - High School
- 25 Cafeteria Manager - Middle School/K-8
- 26 Cafeteria Manager - Elementary (Multiple Site Service)
- 27 Cafeteria Assistant Manager - Secondary (Multiple Site Service)
- 28 Cafeteria Assistant Manager - Elementary (Multiple Site Service)

- 1 Cafeteria Manager - Elementary (Single Site Service)
- 2 Food Services Clerk
- 3 Cafeteria Assistant III
- 4 Cafeteria Assistant II
- 5 Cafeteria Assistant I
- 6 Pool Manager
- 7 Campus Supervisor
- 8 On Campus Detention Supervisor
- 9 Agriculture Assistant
- 10 Crossing Guard
- 11 Night Attendance Caller
- 12 Activity Supervisor
- 13 Activity Facilitator
- 14 School Occupational Therapist
- 15 Preschool Teacher (with B.A.)
- 16 Certified Sign Language Interpreter
- 17 Speech and Language Pathology Assistant
- 18 Liaison/Outreach Specialist
- 19 Outreach Worker
- 20 Library Technician
- 21 Instructional Media Assistant
- 22 Career Center Clerk
- 23 Athletic Fields and Facilities Attendant
- 24 Sign Language Interpreter
- 25 Elementary Media Center Clerk and NVHS
- 26 Health Care Aide
- 27 Language Proficiency Evaluator
- 28 Instructional Aide - Headstart/Preschool

- 1 Bilingual Language Tutor
- 2 Opportunity School Assistant
- 3 Student Attendant Aide Specialist
- 4 Student Attendant Aide
- 5 Instructional Aide
- 6 Independent Study Aide
- 7 Special Programs Assistant
- 8 Child Welfare and Attendance Technician
- 9 Secretary - High School Principal
- 10 Administrative Secretary
- 11 Instructional Materials Technician
- 12 Secretary - Middle School/K-8 Principal
- 13 Secretary - Elementary and NVHS Principal
- 14 Registrar
- 15 Secretary/Account Clerk
- 16 Secretary - High School Assistant Principal
- 17 Secretary
- 18 Translator/Clerk-Typist
- 19 Assessment Materials Specialist
- 20 Clerk-Typist
- 21 Senior Buyer
- 22 Accounting Technician
- 23 Business Services Technician
- 24 Planning and Development Technician
- 25 Buyer
- 26 Benefits Technician
- 27 Payroll Specialist
- 28 Stores Technician



- 1 ASB Bookkeeper Secretary
- 2 Account Clerk
- 3 Records Clerk
- 4 Purchasing Clerk
- 5 Senior Fiscal Clerk
- 6 Stock Clerk/Delivery Driver
- 7 Senior Print Technician
- 8 Print Technician
- 9 Print Clerk
- 10 and excluding management, supervisory and confidential employees, substitute employees, short-term
- 11 employees, temporary employees, consultants, professional experts, independent contractors, and all
- 12 other employees in positions or classifications not designated above, which include, but are not limited to:
- 13 School Mental Health Therapist
- 14 Head Custodian – Middle School
- 15 Head Custodian – High School
- 16 Supervisor of Custodial Services
- 17 Supervisor of Grounds
- 18 Warehouse Manager
- 19 Supervisor - Maintenance and Operations
- 20 Supervisor of Transportation
- 21 Personnel Assistant
- 22 Personnel Specialist
- 23 Supervisor of Food Services
- 24 Personnel Coordinator
- 25 Business Assistant
- 26 Supervisor of Accounting
- 27 Early Childhood Specialist
- 28 Network Manager

- 1 Assistant Director of Maintenance and Operations
- 2 Energy Education Manager
- 3 Director – Transportation
- 4 Director of Maintenance and Operations
- 5 Director – Food Services
- 6 Director of Database Administration
- 7 Risk Manager
- 8 Director of Centralized Support Services
- 9 Senior Building Inspector
- 10 Director of Facility Planning and Development
- 11 Director of Fiscal Services
- 12 Director of Personnel
- 13 Director, Classified Personnel
- 14 Director of Funding and Program Accountability
- 15 Personnel Clerk
- 16 Board Records Clerk
- 17 Personnel Secretary
- 18 Board Records Secretary
- 19 Personnel Technician
- 20 Assistant Superintendent’s Secretary
- 21 Executive Assistant
- 22 Senior Executive Assistant
- 23 SECTION 2 - Board of Education. The Association recognizes the Board of Education as duly elected
- 24 trustees of the Jurupa Unified School District and agrees to negotiate exclusively with the representative
- 25 selected by the Board of Education.
- 26 //
- 27 //
- 28 Board Approved 09/11/17

ASSOCIATION RIGHTS

Section 1 - Rights.

The Association shall have the following rights in addition to those contained in any other portion of this Agreement:

- A. Access at reasonable times to areas in which unit members work.
- B. To use without charge designated institutional bulletin boards, mailboxes, and the use of the school mail system, and other intra-district means of communication for the posting or transmission of information or notices concerning Association matters.
- C. To use without charge facilities and buildings at reasonable times when advanced arrangements with the District Business Office have been made.
- D. To receive by August 1 a complete seniority roster for each job classification as of the first work day of the fiscal year. To receive by February 1, a complete seniority roster for each job classification as of the first work day of the current calendar year.
- E. To receive three (3) copies of each annotated Board Agenda with all non-confidential supporting documents. The service of the agendas (to the CSEA President or his/her designated representative) no later than the Friday preceding a regular Monday board meeting, shall constitute official notice of any proposed action by the Board of Education on items set forth in the agenda. These days shall be adjusted appropriately for Friday or Monday holidays. Released time with pay to pick up the agenda in the Superintendent's Office will be provided to the President, if necessary.

If requested, the District shall negotiate with the Association prior to implementing major changes in District rules, regulations and practices within the scope of representation as defined in Government Code 3543.2 which are not expressly covered by this Agreement, but are shown on the agenda.
- F. To review at reasonable times public information in the possession of or produced by the District necessary for the Association to fulfill its role as the exclusive bargaining representative.
- G. To receive three (3) copies of the current Board Policy Book, plus all subsequent additions,

1 changes, or deletions.

2 H. To receive one (1) copy of the current Administrative Handbook, plus all subsequent additions,  
3 changes, or deletions.

4 I. To receive one (1) copy of the current Business Services Handbook, plus all subsequent  
5 additions, changes, or deletions.

6 Section 2 - Prohibition Against Certain Advisory Committees.

7 The District shall not form or cause to be formed any advisory committee consisting of unit members for  
8 the purpose of discussing matters within the defined scope of collective bargaining.

9 Section 3 - Distribution of Agreement.

10 As soon as possible after the execution of this Agreement, the District will print and distribute a copy to  
11 each unit member, plus all subsequent Agreements which have unit-wide effects.

12 Section 4 - New Positions.

13 In the event that the District creates a new classification or substantially changes the duties of an existing  
14 classification, the District and the Association shall negotiate whether or not such position is to be  
15 included within the bargaining unit. The rate of pay to be assigned to such position if included within the  
16 bargaining unit shall be negotiated. In the event there is a dispute as to whether or not the position is to  
17 be included within the bargaining unit, either party may petition the Public Employment Relations Board  
18 for a unit clarification.

19 Section 5 - Released Time.

20 The Association shall be provided released time as referenced in Article 11, Absences and Leaves.

21 Section 6 - Enforcement.

22 For purposes of enforcing rights agreed to in this Article, the Association has the right to file grievances  
23 under the grievance procedure.

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28 Board Approved 10/20/03

1 ARTICLE 4

2 ORGANIZATIONAL SECURITY AND DEDUCTIONS

3 Section 1 - Membership/Service Fees.

4 Each member of the bargaining unit shall either be a member of the Association or pay a service fee in an  
5 amount not exceeding the amount of the standard initiation fee, periodic dues and general assessments of  
6 the Association.

7 Section 2 - Payment.

8 A unit member may pay such fees or dues directly or may authorize payroll deduction for same as  
9 provided in Article 7 (Unit Member Rights) of this Agreement. In accordance with a schedule submitted  
10 to the District prior to September 5 annually by the Association, the District shall deduct dues from the  
11 wages of unit members who have submitted dues authorization forms to the District.

12 Section 3 - Service Fee Payors' Rights.

13 Service fee payors are required only to support the Association's activities that are related to collective  
14 bargaining. The Association shall fully comply with any applicable laws, rules or regulations regarding  
15 the rights of such payors.

16 Section 4 - Automatic Deduction.

17 In the event that a member of the bargaining unit does not pay the above referenced dues or fees directly  
18 to the Association or authorize payment through payroll deduction, the District will, on written  
19 notification and presentation of adequate documentation by the Association, deduct the service fee and  
20 appropriate amounts to cover fees in arrears. Such notification shall include evidence that the unit  
21 member has failed to pay such dues or fees for at least three (3) consecutive months, and that the  
22 Association has notified him/her, in writing, on at least two (2) separate occasions, at least two (2) weeks  
23 apart, of the alleged default in dues or fees payment. The Association's notification to the unit member  
24 must include a statement of the amount of fees or dues owed as of the date of said notification as well as a  
25 copy of this Article.

26 Section 5 - Religious Objection.

27 Any member of the bargaining unit who is a member of a religious body whose traditional tenets  
28 or teachings include objections to joining or financially supporting employee organizations shall not be



1 required to join, maintain membership in, or financially support the Association as a condition of  
2 employment. Such unit member shall be required, in lieu of a service fee, to pay sums equal to such  
3 service fee to one (1) of the following nonreligious, nonlabor organizations, charitable funds exempt from  
4 taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code:

5 a. American Heart Association

6 b. American Cancer Society

7 c. March of Dimes

8 Any unit member claiming this religious exemption shall, as a condition of continued exemption  
9 from the requirement of paying the service fee, furnish the district with copies of receipts from the charity  
10 selected, as proof that such payments have been made, or shall authorize payroll deduction of such  
11 payments. The District shall provide the Association with copies of such proof, if requested.

12 Section 6 - Maintenance of Membership.

13 Each unit member who, after the effective date of this Agreement, is a member of the Association and  
14 each unit member who becomes a member after that date shall maintain his/her membership in the  
15 Association through the term of the Agreement. The District agrees not to honor any requests by unit  
16 members for cancellation of dues deduction from salary received during this period.

17 Section 7 - Enforcement.

18 For purposes of enforcing rights agreed to in this Article, the Association has the right to file grievances  
19 under the Grievance Procedure.

20 Section 8 - Hold Harmless Clause.

21 The Association shall indemnify, defend and hold harmless the District, the District's Board of  
22 Education, including each individual School Board member and employees acting within the scope of  
23 their employment, agents and representatives of the District against any and all claims, demands, suits or  
24 other forms of liability, including, but not limited to, wages, damages, judgments, fees, fines, court costs,  
25 attorney fees, and any back pay, penalties or awards resulting from any court, arbitrator or PERB order,  
26 judgment or settlement which may arise by reason of, or resulting from the operation of this Article of the  
27 Agreement. The Association shall bear all costs of defending against any and all such claims, demands,  
28 suits, or other forms of liability, including, but not limited to, court costs, attorney fees and all other costs

1 of litigation. The District shall notify the Association whenever such a claim has been made or a suit  
2 instituted against it and request the Association to provide legal representation. Upon receipt of such  
3 notification, the Association will provide legal representation for the District at no cost to the District.  
4 The Association shall have the exclusive right to decide and determine whether any such action shall be  
5 compromised, resisted, defended, tried or appealed. The Association shall pay any judgments ordered  
6 against the District arising out of the proposed or actual implementation of this Article. This Section  
7 shall not be construed as a waiver on the part of the District, Board of Education or any individual  
8 protected by this Section of any claim against the Association for failing to act in good faith in settling a  
9 claim or any failure to competently defend and hold them harmless.

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28 Board Approved 2/16/99

DISTRICT RIGHTS

It is understood and agreed that the District retains all 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; ensure 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 allocation; determine the methods of raising revenue; contract out work (except as forbidden by law), and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

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 by the provision of the Agreement only to the extent such specific terms are in conformance with law.

Both parties recognize that there may occur certain exigent circumstances when emergency action is required. Emergencies shall be limited to unforeseen events of such extreme magnitude as to make the affected provisions of the Agreement reasonably and objectively nonperformable and require action by the District in response thereto. In the event of such a bonafide emergency, performance of the affective provisions of this Agreement may be temporarily suspended, but the parties agree to meet and negotiate as soon as possible to arrive at a mutually agreeable solution during the emergency. Such suspension shall be terminated promptly when the emergency ends.

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ARTICLE 6

NO STRIKE/NO LOCKOUT

It is agreed and understood that the Association will not call or participate in a strike or work stoppage during the term of this Agreement. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and make every reasonable effort toward inducing all unit members to do so.

In the event unit members represented by the Association participate in a strike or work stoppage during the term of this Agreement, the Association will in good faith take appropriate steps to encourage a cessation of such action.

The District agrees not to engage in a lockout during the term of this Agreement. Both parties agree to utilize the grievance procedures to resolve disputes during the term of this Agreement.

These clauses shall remain in effect during the term of this Agreement except when any contractually provided reopeners are being negotiated.

Violations of these provisions may result in unit member discipline pursuant to Article 19 (Disciplinary Procedures).

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UNIT MEMBER RIGHTS

Section 1 - Participation in Association Activities.

The District and Association recognize the right of unit members to form, join and participate in lawful activities of employee organizations and the equal alternative right of unit members to refuse to form, join and participate in employee organization activities.

Section 2 - Non-Discrimination.

Neither the District nor the Association shall unlawfully discriminate against any unit member on the basis of race, color, religion, sex, national origin, age (as provided by State and Federal law), physical handicap, physical disability, nor on the basis of membership or lack of membership in an employee organization. Also, neither party shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees who exercise the rights specified above in Section 1. Violations of this Section shall not be subject to the grievance procedure of this Agreement except where no other administrative remedy exists.

Section 3 - Resignations.

A unit member's notification to the District of intention to resign shall remain revocable until the Board of Education takes action to accept the resignation.

Section 4 - Payroll Deductions.

The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the Association and the District and subject to carrier requirements.

Section 5 - Alcohol and Drug Testing.

The District shall comply with the Omnibus Transportation Employee Testing Act of 1991.

Section 6 - Uniform Allowance.

A uniform allowance shall be provided as referenced in Article 16, Section 5. E.

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Board Approved 2/16/99



GRIEVANCE PROCEDURE

Section 1 - Definitions.

A "grievance" is a formal written allegation by the Association or by a unit member that he/she has been adversely affected by a violation of the specific provisions of this Agreement. Other concerns of unit members may be expressed through the Individual Complaint Procedure contained in the Board Policy Handbook.

A "grievant" is a unit member(s), including the Association, as indicated above.

A "Class Action Grievance" is a consolidation of several similar grievances into a single grievance. All grievants to be included shall authorize such consolidation and shall agree to abide by the particular outcome. Whenever possible, at least one (1) of the grievants shall be in attendance at each level of the grievance. A Class Action Grievance which affects unit members at more than one (1) work site may be filed at Level II.

"Binding arbitration" is the reference of a dispute to an impartial (third person) chosen by the parties to the dispute who agree in advance to abide by the arbitrator's award issued after a hearing at which both parties have the opportunity to be heard.

A "day" for the purpose of this Article, refers to any day that the grievant is scheduled to give service to the District or when the Education Center is open for business if the Association is the grievant.

By October 31 of each school year, unit members will be informed in writing of the name and title of the person designated as their "immediate supervisor".

Section 2 - Informal Level.

An aggrieved unit member may present individually or accompanied by his/her authorized representative, his/her grievance to his/her immediate supervisor. The grievance shall be submitted orally. If the grievance is not satisfactorily adjusted informally, the grievant may proceed to Level 1.

Section 3 - Formal Levels.

A unit member may present a grievance directly and have such grievance adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. The Association shall be provided copies of any written grievances filed by unit members

1 directly and any responses by the District. In situations where the Association has not represented the  
2 unit member, the decision shall not be final until the Association has received a copy and has had ten (10)  
3 days to respond to the proposed resolution of the grievance.

4 If the grievant elects to represent himself/herself at this step, or at any later step, the Association  
5 shall be relieved of any further obligation to share in any further expense of the grievance procedure.

6 Level 1

7 Within thirty (30) days after the grievant knew or reasonably should have known of the  
8 occurrence of the act or omission giving rise to the grievance, the grievant or his/her authorized  
9 representative must present the grievance in writing on the appropriate District grievance form to his/her  
10 supervisor. This statement shall be a clear, concise statement of the grievance, the specific Article or  
11 Section of this Agreement violated or misinterpreted, the circumstances involved, the date of any  
12 informal conference and the specific remedy sought.

13 Within ten (10) days after a grievance is filed, a conference must be scheduled if requested by  
14 either party. At the conference, either party may be accompanied by an advisor or representative.

15 The supervisor shall communicate his/her decision to the unit member in writing within ten (10)  
16 days after receiving the grievance or attending the conference, whichever is later.

17 Level 2

18 If the supervisor does not respond within the time limit, or the grievant is not satisfied with the  
19 Level 1 decision, he/she may appeal the decision on the appropriate District form to the appropriate  
20 Deputy/Assistant Superintendent or his/her designee within ten (10) days. This appeal shall include a  
21 copy of the original grievance, the decision rendered at Level 1, if any, and a clear statement of the  
22 reason(s) for the appeal.

23 Within the ten (10) days after the appeal is filed, a conference must be scheduled if requested by  
24 either party. At the conference, either party may be accompanied by an advisor or representative.

25 The Deputy/Assistant Superintendent or his/her designee shall communicate his/her decision to  
26 the unit member in writing within ten (10) days after receiving the grievance or attending the conference,  
27 whichever is later.

28 Level 3 (By mutual agreement)

1           Within the time limits for appeal to Level 4, the District and the grievant may, by mutual  
2       agreement, elect to submit the grievance to mediation to attempt to resolve the grievance by informal  
3       agreement prior to proceeding to Level 4. If there is agreement to submit the grievance to mediation, the  
4       District shall contact the California State Conciliation Service and request that a mediator be appointed.  
5       The mediation shall be limited to a total of eight (8) hours unless the parties agree to a continuance. The  
6       parties shall attempt to reduce outstanding issues, and if possible, settle the dispute. The mediator,  
7       however, shall not have the power or authority to render a decision on the issue(s) or impose a settlement  
8       on the parties. Any statements made during the mediation process (other than those already documented  
9       at Levels 1 and 2) shall be confidential, shall not be considered precedential in nature, and shall not be  
10      admissible in any future court, administrative proceeding, or additional step in the grievance procedure.  
11      If mediation does not satisfactorily resolve the grievance, the grievant may appeal the grievance to Level  
12      4 within ten (10) days of the last mediation session.

13      Level 4

- 14      A.       Grievances which are not settled at the previous level and which the grievant, through the  
15               Association, desires to contest further and which involve the interpretation or application of the  
16               express terms of this Agreement, shall be submitted to binding arbitration as provided in this  
17               Article, but only if the grievant, through the Association, gives written notice to the District of  
18               the desire to arbitrate the grievance within ten (10) days of the decision at the previous level of  
19               the grievance procedure. Such notice shall include a copy of the original grievance, the  
20               decisions rendered, and a clear statement of the reason(s) for the appeal and the remedy sought.  
21               It is expressly understood that the only matters which are subject to binding arbitration are  
22               grievances which were processed and handled in accordance with the procedures in this Article.  
23               The provisions of Article 2 (Recognition), the provisions set forth in Article 5 (District Rights)  
24               and hereby incorporated by reference herein, and the provisions of Article 6 (No Strike/No  
25               Lockout) are specifically excluded from binding arbitration under this Article.
- 26      B.       The parties shall select a mutually acceptable arbitrator. If agreement on an arbitrator cannot be  
27               reached within three (3) days, the District shall then request the California State Conciliation  
28               Service to provide a list of seven (7) arbitrators from which the parties shall strike alternately

1           until only one (1) name remains, with the first strike determined by a flip of the coin. The  
2           remaining name shall be the arbitrator.

3       C.     The arbitrator shall, as soon as possible, hear evidence and render a decision on the issues  
4           submitted to him/her. The arbitrator shall consider only those issues which have been properly  
5           carried through prior steps of the grievance procedure. If any question arises as to the  
6           arbitrability of the grievance, such question shall be ruled upon first by the arbitrator. If the  
7           parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by  
8           referring to the written grievance and the answers at each step. Should the arbitrator determine  
9           that the time limits stated herein were exceeded, the arbitrator shall not have the authority to hear  
10          the grievance without mutual agreement of the parties.

11     D.     The arbitrator's decision must be limited to the specific issue(s) submitted to him/her and based  
12           on the arbitrator's interpretation of meaning and application of the language in the Agreement.  
13           The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and  
14           conclusions. The arbitrator in rendering his/her decision will have no power or authority to add  
15           to, subtract from, or to alter, amend, change or ignore any of the terms and conditions of this  
16           Agreement or any applicable rules, regulations or policies. The decision of the arbitrator shall  
17           be based solely upon the evidence and arguments presented to him/her by the respective parties  
18           in the presence of each other. The arbitrator shall not render any decision or award or fail to  
19           render any decision or award, merely because in his/her opinion such decision or award is fair or  
20           equitable. The arbitrator shall have no power to render an award on any grievance occurring  
21           before or after the term of this Agreement.

22     E.     The decision of the arbitrator within the limits herein prescribed will be accepted as final and  
23           binding on the District and the grievant unless it is violative of applicable law or it is the product  
24           of clear bias, self-interest, or fraud on the part of the arbitrator.

25     F.     The costs of the compensation to the arbitrator and the reimbursement of the arbitrator's travel  
26           and subsistence expenses, as well as the cost of a hearing room, will be equally shared by the  
27           parties. If the District receives any mandated cost reimbursement from the State for the costs  
28           specified above, it shall be equally shared by the parties. All other costs will be borne by the

1 parties incurring them.

2 G. The arbitrator may hear and determine only one (1) grievance at a time unless the District and  
3 the Association expressly agree otherwise.

4 Section 4 - General Provisions.

5 A. Hearings and conferences required by this Article shall be conducted at a time and place which  
6 will afford an opportunity for all persons entitled to be present to attend and will be held, insofar  
7 as practical, during the hours the District administrative offices are open for business. When  
8 such hearings and conferences are held at the request of the District during the regular work day,  
9 all unit members whose presence is required shall be released without loss of pay or benefits for  
10 those hours that it is mutually agreed that they are required to attend such hearing or conference.  
11 In addition and if requested, the District will release without loss of pay or benefits one (1)  
12 Association representative per hearing or conference.

13 B. Two (2) Association representatives, identified by name each January, shall be given reasonable  
14 released time, if necessary, for investigation of informal and formal grievances. Such total  
15 released time shall not exceed eight (8) hours per calendar month. When possible, twenty-four  
16 (24) hours notice shall be provided to the appropriate supervisor(s) and to the Personnel Office  
17 by the Association representative when requesting released time to investigate a grievance.

18 C. Any investigation or processing of a grievance by a grievant or an Association representative  
19 shall be conducted so as to result in no interference with the instructional program or the regular  
20 flow of work.

21 D. Association grievances as defined in Section 1, must be signed by the Association President or  
22 his/her designee and may be initially filed at Level 2.

23 E. The time limits contained in this Article are considered maximum limits; however, time limits  
24 may be extended in any specific instance by written agreement of both parties at any level. In  
25 the event the grievant fails to meet a time limit, the grievance will be considered resolved at the  
26 highest level at which the procedure has been completed. In the event the procedure is not  
27 completed within the time limit by the appropriate management level handling it, the grievant  
28 may proceed to the next level.

Board Approved 10/20/03



EVALUATION PROCEDURES

Section 1 - Evaluator.

Each school year by October 31 unit members will be informed of the name and title of the person designated as their evaluator.

Section 2 - Evaluation.

Each evaluation must be made on the District evaluation form. Marks, comments, suggestions, and dates must be made either in ink or by typewriter. Signatures of the evaluator and the evaluatee must be in ink. If changes are made, the original mark or comment may be crossed out and the correction initialed by the unit member. No erasures are permitted.

Section 3 - Frequency of Evaluation.

A. Probationary Unit Members

Probationary unit members shall be evaluated at least twice during the one hundred thirty (130) work day probationary period. One (1) evaluation is to be completed on or before the unit member has served sixty (60) regularly assigned consecutive working days and another on or before the end of the probationary period. The District, with approval of the Association, may extend a unit member's probationary period for up to sixty (60) work days if it deems such an extension to be appropriate.

B. Probationary Period upon Promotion

The probationary period shall be waived for a unit member who is promoted to a classification in which he/she has previously served and passed the required probationary period, provided such satisfactory service was completed within three (3) years of the promotion.

C. If Promoted Unit Member Fails Probation in Higher Classification

If a unit member does not satisfactorily complete the required probationary period for a promotion, and if no disciplinary action is involved, the unit member shall be returned to the position (or a mutually agreed to equivalent) which he/she occupied prior to promotion. He/she may displace the person who holds the position from which the returning unit member was promoted.

1 In the event the unit member occupying the returning unit member's former position has  
2 greater seniority or if the returning unit member's former position no longer exists, the returning  
3 unit member shall be entitled to displace the least senior unit member within the classification.  
4 The Association recognizes that the layoff of the less senior unit member may then occur.

5 If the returning unit member's former classification no longer exists, he/she may  
6 displace the least senior unit member in any lower or laterally situated classification in which the  
7 returning unit member has previously earned seniority.

8 Promoted unit members who return to their previous classification or another  
9 classification shall, for seniority purposes, be credited with all appropriate seniority in the higher  
10 classification.

11 Promoted unit members who have completed the probationary period in another  
12 classification, thereby attaining permanent status, shall retain the due process rights of a  
13 permanent unit member for that classification should they return.

14 A unit member displaced as a result of the application of this Article shall be entitled to  
15 displace the least senior unit member in another position in his/her classification or other  
16 classifications to the same extent as a promoted unit member who fails to complete probation  
17 and whose former position or classification no longer exists.

18 D. Permanent Unit Members

19 Permanent unit members shall be evaluated at least once every two (2) years between March 15  
20 and May 15. At least twenty-four (24) hours notice shall be given before the evaluation  
21 conference. An evaluator must have supervised a permanent unit member for two (2) months  
22 prior to evaluating that unit member. If such a limitation makes it impossible to complete the  
23 evaluation by May 15, the deadline will be adjusted appropriately.

24 Section 4 - Additional Evaluations.

25 If, in the opinion of the evaluator, an additional evaluation should be made, the evaluator must  
26 give a minimum of five (5) workdays advanced notice. The notice shall be in writing and shall state the  
27 specific purpose(s) of the evaluation. If, in the opinion of the unit member, an additional evaluation  
28 should be made, he/she may request another evaluation. The request must be in writing and shall state

the reason(s) for needing additional evaluation. If, in the opinion of the evaluator and the unit member, more frequent evaluations of the unit member are desirable, additional evaluations can be made at any time. The evaluator will complete the evaluation within ten (10) workdays.

No unit member shall be evaluated more than three (3) times within a work year unless additional evaluations are mutually desirable as referenced above.

#### Section 5 - Evaluation Form.

The evaluation form has four (4) levels of evaluation of work performance: "exceeds job requirements", "meets job requirements", "needs improvement" and "unsatisfactory". Commentary which accompanies ratings should be consistent with the rating given. A "needs improvement" or "unsatisfactory" rating must include specific written suggestions to improve performance. An "unsatisfactory" rating must also include specific written reasons for such rating. If a "needs improvement" or "unsatisfactory" rating is given in the area of attendance, the evaluator must include specific written reasons for such rating that are consistent with the provisions of Article 11 (Absences and Leaves). As part of the unit member's overall job performance rating, additional space will be provided on the form where the evaluator may record specific comments regarding areas needing improvement. Except for areas continuing to need improvement, the evaluation will cover only the period since the last evaluation.

#### Section 6 - Review and Rebuttal.

The evaluation form is to be reviewed with the unit member by the evaluator, dated and signed by both the evaluatee and evaluator. Signing of the evaluation form by the unit member does not necessarily mean agreement, but only indicates that the evaluation has been reviewed by the unit member. The evaluation form will state that the evaluatee may, at any time, write a rebuttal to the evaluation and it will be attached to the evaluation. A copy of the evaluation must be given to the evaluatee upon conclusion of the conference.

#### Section 7 - Personnel File.

Upon completion of the evaluation conference, the evaluator will forward the completed form to the Personnel Office. Ten (10) days after its receipt in the Personnel Office, the evaluation will be placed in the Personnel File.

#### Section 8 - Supervisory Review.

1 An evaluatee who alleges that his/her evaluator has made a factual error in the evaluation, may, within  
2 five (5) days of receiving the evaluation, request a review session with the evaluator's immediate  
3 supervisor. A review session will then be scheduled within ten (10) work days. If the supervisor  
4 subsequently determines that what he/she considers a factual error has been made, he/she may modify the  
5 evaluation.

6 Section 9 - Derogatory Material.

7 Unit members shall be provided with copies of any derogatory material ten (10) work days prior to that  
8 material being placed in the unit member's personnel file. If the unit member is asked to sign for receipt  
9 of such material, his/her signature does not necessarily mean agreement, but only indicates that the  
10 material has been received. The unit member may, if he/she desires, provide a copy of the material to the  
11 Association. If the unit member does not agree with the material, he/she may attach a statement to that  
12 effect to it. The Association may, with written permission of the unit member, investigate the  
13 circumstances behind the derogatory material and have its findings attached to it in the personnel file  
14 along with the unit member's response, if any. Unit members shall be given, on request, reasonable  
15 released time without loss of pay, to prepare a written response to such derogatory materials. Any such  
16 response shall be attached to said derogatory material.

17 Section 10 - Access.

18 Materials in personnel files of unit members which may affect the status of their employment are to be  
19 made available for inspection by the person involved. Every unit member shall have the right to inspect  
20 such materials upon request, provided that the request is made at a time when such a person is not  
21 actually required to render services to the District. Upon written authorization by the unit member, a  
22 representative of the Association shall be permitted to examine and/or obtain copies of materials in such  
23 unit member's personnel file. The District shall keep a log indicating the persons who have requested to  
24 examine a personnel file as well as the dates such requests were made. Access to personnel files shall be  
25 limited to the involved unit member, to those persons so authorized by the unit member in writing, and to  
26 those administrators and Personnel Office staff so authorized by the Superintendent. Board members  
27 may request the review of a unit member's file at a closed session of the entire Board. The contents of all  
28 personnel files shall be kept in the strictest confidence.

1     Section 11 - Disciplinary Limitation.

2     A.     Materials in the personnel file shall not be used to support a proposed disciplinary action for any  
3             cause which arose prior to the unit member's becoming permanent, for any cause which arose  
4             more than two years preceding the date of the filing of the notice of cause unless such cause was  
5             concealed or not disclosed by such employee when it could be reasonably assumed that the unit  
6             member should have disclosed the facts to the District.

7     B.     Evaluations for classified employees are meant to be corrective in nature rather than punitive and  
8             not to be used as a means of disciplining an employee, but rather as a means of formal  
9             notification of performance which, if deficient, and if the deficient performance continues, may  
10            lead to disciplinary action. The use of performance evaluations in disciplinary action shall be  
11            limited to a showing that the District has notified the employee of perceived deficient  
12            performance; and the employee's rebuttal, if any, shall be considered in determining the  
13            applicability of the evaluation to the proposed discipline.

14    Section 12 - Grievance Limitations.

15    A unit member shall have the right to grieve an alleged violation of these evaluation procedures.  
16    However, no grievance shall challenge the substantive objectives, standards, or criteria determined by the  
17    evaluator of the District, nor shall it contest the judgment of the evaluator. Grievances concerning  
18    evaluations shall be limited to a claim that the procedures of this Article have not been followed.

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28    Board Approved 2/16/99

TRANSFER

Section 1 - Definition.

"Transfer" means a change in work location between schools or other facilities without a change in the unit member's classification or salary range. For purposes of interpreting this Article, a "day" will be considered any day during which the District Office is open for business.

Section 2 - Voluntary Transfer.

A. A unit member may request in writing a transfer at any time whether or not there is an existing vacancy. Such request will be filed with the Personnel Office and shall remain active for a two (2) year period. At the end of two (2) years, the request shall become invalid.

B. The definition of a transfer includes equal consideration of a voluntary transfer request from a current or former unit member who promoted out of the bargaining unit and for whom the transfer would result in a voluntary demotion. No such voluntary demotion shall cause the displacement of any bargaining unit member.

C. When three (3) or more fully qualified unit members have applied for a transfer to a position at a different work site in the same classification which the District has declared vacant, the District shall select one (1) of these unit members to be transferred to the new location. Such a transfer shall not alter the seniority rights of any unit member. A successor vacancy created by such transfer shall not be subject to this provision except in the case of appropriate applications already on file when the successor vacancy occurs.

D. If a unit member has a request to transfer on file in the Personnel Office when a vacancy occurs, the District shall grant the unit member an interview for the position.

Section 3 - Involuntary Transfer.

A unit member may be transferred from one (1) position to another in the same classification at the discretion of the District provided that such action shall be taken neither for punitive nor preferential reasons nor be otherwise inconsistent with applicable law. Unit members will be notified of an impending involuntary transfer by use of the Classified Involuntary Transfer Notification Form (See Appendix).

1 If requested in writing prior to an involuntary transfer, a unit member shall be given written  
2 reasons for the impending transfer. Transfers shall not be used as a device to alter the sequence of  
3 impending layoff. Transfers shall not change the unit member's anniversary date, accumulated vacation  
4 credit, or in any other manner reflect adversely upon his/her rights.

5 Unit members shall receive a minimum of five (5) days notice prior to the effective date of their  
6 involuntary transfer unless there is mutual consent between the District and Association for an immediate  
7 transfer. Upon written request of the unit member, a conference will be held with the unit member,  
8 his/her chosen representative, and the appropriate supervisor to discuss the transfer.

9 Section 4 - Vacancy Announcements.

10 A. When the District determines that it is going to fill a vacant position, open a new position and/or  
11 create an eligibility list for a classification, a vacancy notice will be posted for at least seven (7)  
12 days at each school or work site before the application deadline. At least one additional method  
13 will be used to communicate such vacancies, opening of new positions, or establishment of  
14 eligibility lists. Whenever the District establishes an eligibility list for a position, the District  
15 will provide the Association with the effective dates of the list and the number of candidates  
16 placed on the list. If requested, the District will provide the Association with the current status  
17 of the list.

18 1. Prior to posting and filling a vacant Activity Supervisor position, the supervising site  
19 administrator shall offer the position to regular Activity Supervisors who work fewer hours  
20 at the site in order of seniority. A seniority tie shall be broken by lot. Only after the  
21 position has been offered to each current Activity Supervisor at the site shall the resulting  
22 vacant position be opened to application from other candidates.

23 B. A copy of each vacancy or job opening notice shall be provided to the Association President and  
24 his/her designee. Such courtesy notice shall not be interpreted as placing the burden of notice to  
25 unit members on the Association.

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28 Board Approved 10/18/04

ABSENCES AND LEAVES

Section 1 - General Leave Provisions.

The benefits which are expressly provided by this Article are the sole benefits which are part of this Agreement, and other statutory or regulatory leave benefits are not incorporated, either directly or implicitly, into this Agreement nor are such other benefits subject to the grievance procedure. Leave may not be used for purposes of strikes, walkouts, work stoppages or slowdowns or other such activities related to employment dissatisfaction. Leave provisions shall be administered consistently by the District.

A. Length of Leave. Leaves of absence granted by the District shall not exceed one (1) year in length unless the Board determines that there are extenuating circumstances which justify an extension.

B. Salary Credit and Computation. Time spent on unpaid leave of absence shall not be credited when computing the unit member's placement on the salary schedule except as required by law.

C. Unauthorized Absence From Duty. A unit member absent from his/her assignment for any reason other than those specifically authorized by law, the California Education Code, Board Policy, or this Agreement, will be considered absent without permission or authorized leave, and as a result will lose his/her full salary for the period of unauthorized absence. Improper use of any leave may be cause for disciplinary action or dismissal and will result in recovery of any overpayment. An extended absence from duty which does not qualify under any authorized leave policy may be considered abandonment of employment. More than five (5) consecutive work days of unauthorized absence from duty shall be considered an extended absence.

D. Reinstatement After Leave. A unit member who receives a leave of absence of five (5) calendar months or more in length does so with the understanding that when he/she returns to active assignment at the completion of the leave, he/she is not guaranteed placement at the same location or in the identical assignment previously held, but may be placed in a comparable assignment according to the needs of the District without loss of wages or health and welfare benefits.



1 E. Authorized Leave Verification. Prior to approval of any leave, the District may require a unit  
2 member to furnish a doctor's certificate, affidavit or other document, on forms prescribed by the  
3 District, as verification of illness or other reason for authorized leave. Verification may be  
4 required for leaves when the District has good and sufficient reason to question the validity of  
5 any request for approved leave. All such verification requests will be made by the Deputy  
6 Superintendent or Director of Personnel. Reimbursement for any reasonable and necessary  
7 expense incurred by the unit member for the purpose of such verification shall be made by the  
8 District.

9 F. Required Examinations. If the District requires a unit member to take an examination and  
10 requires it to be taken during that unit member's regular work hours, there will be no deduction  
11 from salary or sick leave. Also, if the District requires an examination and the examiner requires  
12 it to be conducted during a unit member's work hours, there will be no deduction from salary or  
13 sick leave. Examples of examinations that the District may require are: medical, physical,  
14 tuberculosis, certificate/license renewal and promotional exams.

15 If a unit member tests positive on a tuberculosis skin test and is consequently required  
16 to obtain a negative chest x-ray before returning to work, the unit member shall receive a  
17 maximum of five (5) days of Special Leave with pay to cover the absence pending the results of  
18 the x-ray. Additional days of absence, if any, shall be charged as sick leave. If the unit  
19 member's test result is positive for tuberculosis, the unit member shall also be charged sick leave  
20 retroactively in place of the Special Leave.

21 Section 2 - Sick Leave.

22 A. Accumulation of Sick Leave.

23 1. Unit members shall be entitled to eight (8) hours of sick leave for illness or injury for  
24 every one hundred and seventy-four (174) hours of paid employment with the  
25 maximum allocation being ninety-six (96) hours per fiscal year for twelve (12) month  
26 employees.

27 2. Unit members who work less than a full day, less than a five-day week or less than a  
28 twelve (12) month year shall accumulate sick leave in the ratio that their service bears

- 1 to full-time service. The pro rata accrual of sick leave referenced herein shall be in  
2 conformance with the provisions of Education Code Section 45136.
- 3 3. The accumulation of sick leave shall be exclusive of all days that the unit member is not  
4 required to render service to the District.
- 5 4. Sick leave is cumulative from year to year and shall be unlimited in accumulation.  
6 Yearly sick leave entitlement shall be added to the unit member's sick leave balance  
7 each July 1st.
- 8 5. Sick leave is transferable from one (1) California school district to another if the unit  
9 member so requests within one (1) year.
- 10 6. Current records of accumulated sick leave for all unit members shall be maintained in  
11 the Business Office. Unit members accumulated sick leave balance shall be reflected  
12 on all regular payroll warrants.
- 13 B. Use of Sick Leave.
- 14 1. Unit members may use sick leave for illness, injury, or to visit a medical doctor, dentist,  
15 chiropractor, recognized religious practitioner, optometrist or State Licensed mental  
16 health professional. Appointments should be made, when possible, at the close of the  
17 work day or before or after regular working hours. The unit member shall notify  
18 his/her supervisor at least twenty-four (24) hours in advance of any appointment.
- 19 2. Sick leave may be used as provided in District Personal Necessity and Maternity Leave  
20 policies.
- 21 3. Use of sick leave for unit members will be charged in fifteen (15) minute increments.
- 22 4. The amount of sick leave a unit member may use at any one (1) time is the total amount  
23 credited to his/her account, whether or not it has already been earned subject to Item 5  
24 below. Sick leave is annually credited to the unit member's account in advance each  
25 July 1st.
- 26 5. When a unit member terminates his/her employment with the District, he/she must  
27 reimburse the District for any overuse of sick leave. A deduction will be made from the  
28 unit member's last pay warrant. If such deduction does not cover the amount due to the

1 District, then the unit member will be required to pay any owed amount.

2 C. Confirmation of Illness or Injury.

3 The District reserves the right to adopt reasonable health standards as conditions of  
4 employment or the continuation thereof, which in the District's judgment, may be necessary to  
5 ensure the health, safety, instruction and welfare of pupils.

6 The Superintendent, Deputy Superintendent, or Director of Personnel may, when in  
7 his/her opinion an employee's absenteeism rate is such as to affect the learning and welfare of  
8 the pupils concerned, and/or job performance of the unit member, require such unit member to  
9 provide a written statement from a medical doctor, dentist, optometrist, chiropractor, recognized  
10 religious practitioner or State Licensed mental health professional verifying the nature and  
11 degree of the illness. The cost, if any, of this written statement will be paid by the District.

12 The District may require that the unit member submit to a physical examination by a  
13 qualified medical doctor to be selected by the unit member and approved by the District. The  
14 cost, if any, of such examination will be paid by the District.

15 D. Notification and Verification.

16 1. Notification. The unit member is responsible for notification to the Personnel Office or  
17 supervisor preceding absence whenever possible.

18 2. When a unit member becomes aware that an absence will extend beyond five (5)  
19 consecutive workdays, the unit member must notify his/her supervisor or the Personnel  
20 Office.

21 3. Prior to returning from an illness absence, the unit member must notify the immediate  
22 supervisor or the Personnel Office if the immediate supervisor cannot be personally  
23 contacted. Such notice must be received on the preceding day by 1:00 p.m. for Food  
24 Service workers and 2:30 p.m. for all other unit members except night personnel who  
25 must provide notice by 10:00 a.m. on the day they plan to return to work. Advanced  
26 written notice shall also satisfy this requirement provided that it is supplemented with  
27 verbal confirmation of intent to return at least forty-eight (48) hours in advance of  
28 actual return. Failure of the employee to provide such notification may result in

1 retention of a substitute and the charge of an additional day of absence without pay or  
2 paid leave.

3 4. Verification. At the conclusion of an extended absence exceeding five (5) consecutive  
4 workdays, and before resuming work, the unit member shall submit to his/her  
5 supervisor or the Personnel Office a written statement from a medical doctor, dentist,  
6 chiropractor, recognized religious practitioner, optometrist, or State Licensed mental  
7 health professional which includes confirmation of illness or injury and its duration and  
8 which also indicates that the unit member is able to assume full responsibilities and  
9 duties of his/her assigned position.

10 E. Extended Leave Provisions.

11 After the yearly allocation of sick leave as set forth above is exhausted, additional non-  
12 accumulative leave shall be available for a period not to exceed five (5) months. The amounts  
13 deducted for leave purposes from the unit member's salary shall be the amount actually paid a  
14 substitute employee to fill the position. The five (5) month period shall begin on the day after  
15 the expiration of the unit member's yearly accrued sick leave. Nothing in this Section shall be  
16 construed to deny to unit members the use of all accumulated sick leave.

17 F. Placement on 39-month Reemployment List.

18 At the conclusion of the five (5) month period the District shall place the unit member on a  
19 thirty-nine (39) month reemployment list as required by law. At the time the District notifies a  
20 unit member that he/she has been placed on thirty-nine (39) month reemployment status, the  
21 District shall also notify the unit member of potential eligibility for disability retirement benefits  
22 through PERS and advise him/her to contact the Association leadership for additional  
23 information. A copy of this notification shall also be provided to the Association.

24 Section 3 - Bereavement Leave.

25 A leave of absence without loss of pay, to commence within fifteen (15) days, is authorized for  
26 five (5) days following the death in the immediate family of a unit member or a relative for whom a unit  
27 member is the closest surviving relative. If out of state travel or travel of two hundred fifty (250) one-  
28 way miles from Riverside is required, an additional two (2) days leave will be granted.

Members of the unit member's immediate family are defined as mother, mother-in-law, step-mother, father, father-in-law, step-father, husband, wife, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, grandmother of a unit member's spouse, grandfather of a unit member's spouse, great-grandmother, great-grandfather, and great-grandchild, aunt or uncle of the unit member, niece or nephew of the unit member, or any person living in the immediate household of the unit member. The miscarriage of one's child shall also qualify a unit member for this leave.

The unit member shall be responsible for notifying the Personnel Office or his/her supervisor preceding Bereavement Leave whenever possible.

After Bereavement Leave has been used, days of Personal Necessity Leave may also be used for purposes of Bereavement.

#### Section 4 - Personal Necessity Leave.

A. A unit member shall be entitled to use ten (10) days of accrued sick leave during each fiscal year in cases of personal necessity. Under no circumstances shall such leave be available primarily for purposes of personal convenience, the extension of a holiday or a vacation period, matters which reasonably can be taken care of outside work hours, or recreational activities. Use of Personal Necessity Leave is subject to the procedures listed below:

1. A unit member shall not be required to secure advanced permission, but will be responsible for advising his/her immediate supervisor or the Personnel Office at the earliest possible time for absences caused by any of the following:

a. The death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided under Bereavement Leave.

b. An illness of a member of the unit member's immediate family, including pregnancy of unit member's spouse, serious in nature, which under the circumstances the unit member cannot disregard, and which requires the attention of the unit member during his/her assigned work hours.

c. An accident involving the unit member's property or the person or property of

- 1 a member of the unit member's immediate family. Such accident must be  
2 serious in nature and require the attention of the unit member during his/her  
3 assigned work hours.
- 4 2. Advanced permission before being absent from duty shall be required in all other cases  
5 of personal necessity. Examples of absences which could, on prior approval, be  
6 charged against personal necessity include:
- 7 a. Attendance at funeral services of a close friend.  
8 b. Absence required in completing final oral and written examinations for  
9 advanced degrees when such examinations are not offered out of the work day  
10 or on Saturdays.  
11 c. Absence in order to seek alternative employment after receiving a layoff  
12 notice. (Note: In the event the notice is rescinded, the unit member shall have  
13 the day(s) fully restored.)  
14 d. A condition or circumstance that would result in a serious financial loss  
15 without the immediate attention of the employee.  
16 e. Other compelling personal reasons of the unit member. The nature of such  
17 reasons must include circumstances which the employee cannot disregard, and  
18 which require the attention of the unit member during assigned work hours.  
19 f. Other personal necessity allowed at the discretion of the Superintendent,  
20 Deputy Superintendent or Director of Personnel.  
21 g. Examples (a) through (e) are not intended to be all-inclusive. A request for  
22 such leave must be submitted to the Deputy Superintendent or Director of  
23 Personnel two (2) workdays in advance of the requested leave date.
- 24 3. No specific description of the personal necessity shall be required on the Personal  
25 Necessity Leave Request Form unless the District has reason to believe this Section  
26 has been abused. Except for an emergency situation, a request for such leave must,  
27 when possible, be submitted three (3) work days in advance of the requested leave  
28 date. Such leave shall not be used for recreational activities, the extension of a holiday

1 or recess period, to seek other employment or for matters which can reasonably be  
2 taken care of outside work hours. School based unit members or those directly  
3 affected by the student calendar shall not be permitted to use the above referenced  
4 leave during the first and last five (5) teaching days of each semester. Except when  
5 only one (1) unit member makes such a request, no more than five percent (5%) of the  
6 unit members at a worksite may use Personal Necessity Leave in this manner on the  
7 same day.

8 B. Limitations and Conditions. The following limitations and conditions are placed on the use of  
9 Personal Necessity Leave:

- 10 1. The total number of days allowed in one (1) fiscal year for such leave or leaves shall  
11 not exceed ten (10) days.
- 12 2. The days allowed shall be deducted from and may not exceed the number of full-paid  
13 days of sick leave to which the unit member is entitled.
- 14 3. A Personal Necessity Leave shall not be granted during a scheduled vacation or other  
15 leave of absence.
- 16 4. The unit member shall be required to sign a District form indicating that the absence  
17 was the result of personal necessity.
- 18 5. The intent of this Article does not authorize or recognize that sick leave days may be  
19 used as personal necessity for purposes of strikes, walkouts, work stoppages, or  
20 slowdowns, or other such activities related to employment dissatisfaction or for any  
21 other reasons not within the strict intent of the Education Code.

22 Section 5 - Parental Leave.

23 Three (3) days of absence with pay will be granted to a unit member upon the occasion of the birth or  
24 adoption of that unit member's child, or upon placement of a foster child in the home of the unit member.  
25 Additional days may be used under Personal Necessity Leave.

26 Section 6 - Industrial Accident and Illness Leave.

27 A unit member is entitled to leave for industrial accident or illness (Education Code 45192) subject to the  
28 following provisions.

1     A.     Eligibility.

2           1.     In order to qualify for the benefits of Industrial Accident and Illness Leave, the unit  
3                   member must have served with the District for a period of eighteen (18) months. For  
4                   the purposes of this Section, eighteen (18) months of service means that the unit  
5                   member must have been a regular permanent or probationary unit member of the  
6                   District on or before five hundred forty-eight (548) calendar days prior to the first day  
7                   of absence, except that all prior service in a regular permanent or probationary capacity  
8                   shall be credited in the case of a unit member with one (1) or more periods of broken  
9                   service.

10          2.     The unit member shall make every effort to return to his/her supervisor a completed  
11                   "Employee's Report of Industrial Accident" form and "Employee's Claim for Workers'  
12                   Compensation Benefits" form within twenty-four (24) hours of the injury. Forms are to  
13                   be provided by the immediate supervisor.

14          3.     While it is understood that the vast majority of work-related injury and illness claims  
15                   are legitimate, the District may in rare cases have a serious concern regarding the  
16                   apparent validity of such a claim. If such concerns exist, and if a unit member does not  
17                   return to work for five (5) consecutive days after the accident or injury, continued use  
18                   of this leave may then be suspended for a maximum of thirty (30) days pending  
19                   approval of the claim by the Workers' Compensation Claims Administrator, provided  
20                   that the following conditions are met:

21           a.     The unit member has exhausted his/her available balance of sick leave hours;  
22                   and,

23           b.     The District has good and sufficient reason(s) to believe that the unit member  
24                   may not qualify for this leave; and,

25           c.     The District has notified the Association and the unit member of its concern  
26                   and has reviewed the situation with an Association representative.

27                   In an instance where eligibility for this leave has been suspended pending approval, the  
28                   District shall make every effort to promote and encourage an expedited ruling by the



Workers' Compensation Claims Administrator.

If the claim is ultimately determined to be valid by the Claims Administrator, the unit member shall be awarded retroactive use of this leave. If the Workers' Compensation Claims Administrator determines that a claim of industrial accident or illness is not valid, the unit member shall not be covered by the provisions of this leave; in this case, the unit member's sick leave balance shall be charged as prescribed in Section 2 (Sick Leave) of this Article.

B. Application.

1. Leave shall be for sixty (60) working days in any one (1) fiscal year for the same accident.
2. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
3. Leave shall not be accumulative from year to year.
4. Leave will commence on the first day of absence.
5. Payment for wages lost on any day shall not, when added to an award granted the unit member under applicable Workers' Compensation laws, exceed the normal wage for the day.
6. Leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation. The Industrial Accident and Illness Leave is to be used in lieu of entitlement under the Sick Leave provisions of the Agreement. When entitlement to Industrial Accident and Illness Leave has been exhausted, Sick Leave will then be used; but if a unit member is receiving Workers' Compensation, he/she shall be entitled to use only so much of his/her accumulated Sick Leave, compensatory time, vacation or other available leave which, when added to the Workers' Compensation award, provide for a full day's wage or salary. Additional leave of absence for industrial accident or illness may be provided for under the Special

1 Leave provisions of this Article. Periods of leave of absence for industrial accident or  
2 illness, paid or unpaid, shall not be considered to be a break in service of the unit  
3 member.

4 During all paid leaves of absence for industrial accident or illness, the unit  
5 member shall endorse to the District wage loss benefit checks received under the  
6 Workers' Compensation laws of California. The District, in turn, shall issue the unit  
7 member appropriate warrants for payment of wages or salary and shall deduct normal  
8 retirement and other authorized contributions. Reduction of entitlement to leave shall  
9 be made only in accordance with this Section.

10 C. Reemployment.

11 When all available leaves of absence, paid or unpaid, have been exhausted and if the  
12 unit member is not medically able to assume his/her duties, he/she shall, if not placed in another  
13 position, be placed on a reemployment list for a period of thirty-nine (39) months. If the unit  
14 member is found to be medically able to assume his/her duties during the thirty-nine (39) month  
15 period, he/she shall be returned to paid status in a vacant position in his/her previous job  
16 classification over all other available candidates, except for a reemployment list established  
17 because of lack of work or lack of funds, in which case he/she shall be listed in accordance with  
18 appropriate seniority regulations.

19 A unit member who has been placed on a reemployment list, as provided herein, who  
20 has been medically released for return to duty and who fails to accept an appropriate assignment  
21 shall be dismissed.

22 Section 7 - Jury Duty Leave.

23 A. Notification to the District. Upon receipt of notification of a jury duty obligation on days of  
24 assigned service, it is the obligation of the unit member to inform his/her supervisor or the  
25 Personnel Office within three (3) days.

26 B. Disposition of the Jury Duty Fee. The unit member shall transmit to the District Business Office  
27 any juror's fees received, exclusive of mileage and/or other expenses.

28 C. Payment of Unit Member's Regular Salary. The District will continue to pay the unit member's

1 regular salary as provided by law. A unit member who is receiving compensation from the  
2 District must report to work during assigned days when not required to report for jury duty.  
3 Days the unit member reported for jury duty shall be substantiated by a dated Certificate of Jury  
4 Service signed by the Jury Commissioner.

5 Section 8 - Special Leave.

6 Limited leave for business or personal reasons may be granted with pay, with pay with deduction of sick  
7 leave, or without pay at the discretion of the Superintendent or his/her authorized representative.  
8 Requests for special leave shall, if possible, be submitted to the Personnel Office at least three (3) days  
9 prior to the first day of leave requested.

10 Section 9 - Association Leave.

11 A maximum of ninety (90) days (720 hours) leave will be allowed the Association for its officers or  
12 representatives during the calendar year for attendance at conferences, training or for the discharge of  
13 other organization duties. If a District administrator requires the presence of an Association  
14 representative at a meeting or event, no charge shall be made against the maximum. This maximum shall  
15 increase to one hundred five (105) days (840 hours) on July 1, 1999 and to one hundred twenty (120)  
16 days (960 hours) on July 1, 2000. Additional Association released time shall be determined by mutual  
17 agreement. Additionally, up to nine (9) unit members, designated by the Association, shall be granted  
18 Association Leave for attendance at the annual CSEA conference. Notification to the Personnel Office of  
19 released time shall be submitted, in writing, at least one (1) week in advance by the Association  
20 President. The notice shall include the date and name(s) of the person(s) to be absent. The Personnel  
21 Office will make arrangements for substitutes in the customary way and pay them. Additional released  
22 time for the President of the Association shall be determined by mutual agreement between the  
23 Superintendent or his/her designee and the Association President.

24 Section 10 - Maternity Leave.

25 A. Employee Options. Disabilities resulting from pregnancy, childbirth, miscarriage, abortion, and  
26 recovery therefrom are considered temporary disabilities and in general will be treated as  
27 conditions of illness. Illness Leave (Sick Leave) may be used for such disabilities. However, a  
28 pregnant unit member may prefer a long-term unpaid Special Leave. Prior to use of either type

1 of leave, the pregnant unit member shall choose the type of leave preferred and notify the  
2 Director of Personnel in writing. Once made, this choice may be reversed only with the  
3 approval of the Director of Personnel.

4 B. Use of Illness Leave for Maternity. When such disabilities indicate need for an extended  
5 Maternity Leave, the unit member requesting such leave must furnish in advance a written  
6 statement from her physician recommending such leave and indicating the approximate period of  
7 confinement, the date the unit member is to begin leave, and the estimated date she is to return to  
8 duty. The unit member may continue with her assignment until such time as she and her  
9 physician determine when her leave should begin. After the sixth month of pregnancy, a  
10 statement from the physician must be filed in the Personnel Office. This statement should  
11 include the expected date of confinement and the physician's statement that continuing service  
12 will not be detrimental to the health of the individual. In the absence of such a statement, the  
13 District reserves the right to determine the effective date of the leave.

14 A maximum of forty-two (42) calendar days shall be allowed for recovery after  
15 childbirth, miscarriage, or abortion. After this time, it is expected the unit member will return to  
16 her duties on a regular basis. Continued absence beyond this period will require a subsequent  
17 statement or statements from the unit member's physician indicating that the unit member's  
18 health condition is such that she may not return to full duty. In any event, the District shall be  
19 notified in writing, at least ten (10) calendar days prior to return to duty, of the expected date of  
20 return. Such notice shall include a statement from the physician indicating that the unit  
21 member's health condition warrants a return to full duty on the date specified.

22 In the event of miscarriage, a unit member on Maternity Leave will be allowed to return  
23 earlier than the expected return date. A written request for early return should be submitted to  
24 the Personnel Office with the medical clearance as noted above.

25 Compensation and other benefits and privileges will be extended during Maternity  
26 Leave in the same manner as during Illness Leave.

27 C. Use of Special Leave for Maternity.

28 Under this option any pregnant unit member may request a non-paid leave for maternity

1 purposes for a maximum period of one (1) year. Prior to such leave, the unit member shall  
2 submit in writing to the Personnel Office a statement indicating the beginning and ending date of  
3 the requested leave, and shall also submit a physician's statement verifying pregnancy and  
4 indicating the unit member's health would not be jeopardized by continuing full employment  
5 activity until the date the leave would begin.

6 An extension of the Special Leave for Maternity purposes will require approval of the  
7 Board of Education.

8 In the event of miscarriage or premature birth, the unit member may request earlier  
9 return to work subject to a vacancy existing. Before actual return to work, a written physician's  
10 statement indicating the unit member is able to perform required duties shall be filed in the  
11 Personnel Office.

#### 12 Section 11 - Military Leave.

13 A unit member shall be entitled to any Military Leave provided by law and shall retain all rights and  
14 privileges granted by law arising out of the exercise of Military Leave.

#### 15 Section 12 - Unpaid Disability Leave.

16 A. Unit members receiving a disability allowance from the Public Employees' Retirement System  
17 shall be placed on an unpaid leave status for a period not to exceed thirty-nine (39) months. At  
18 the end of the thirty-nine (39) month period, the unit member's employment rights will end.

19 B. If during the thirty-nine (39) month period PERS determines that the disability no longer exists,  
20 the unit member will be returned to regular status upon request as soon as a vacancy for which  
21 he/she is qualified exists but no later than the beginning of the next fiscal year.

#### 22 Section 13 - Court Appearance Leave (Other Than Jury Duty).

##### 23 A. General Provisions.

24 Whenever a unit member appears in court as a litigant or as a witness under a subpoena, the unit  
25 member may have such day(s) absent deducted from his/her sick leave entitlement. The unit  
26 member is responsible for notification to the Personnel Office or his/her supervisor in case of a  
27 court appearance absence in accordance with established current procedures for arranging  
28 substitutes.

1     B.     Limitations and Conditions.

2             The following limitations and conditions are placed on the use of court-appearance leave:

- 3             1.       Under this policy no more than a total of five (5) days shall be used in any one (1)
- 4                 school year.
- 5             2.       The days allowed shall be deducted from and may not exceed the number of full paid
- 6                 days of sick leave to which the unit member is entitled.
- 7             3.       Such leave shall not be granted during a scheduled vacation or other leave of absence.
- 8             4.       Payment of such absence shall be made only upon certification by the unit member's
- 9                 administrator or supervisor that the absence was attributable to a situation designated as
- 10                a court appearance within the meaning of this policy. The unit member shall be
- 11                required to sign, on a form provided, a statement that such absence was indeed a court
- 12                appearance as provided in this Section. Such form shall be filled out and filed with the
- 13                Personnel Office. The Director of Personnel may satisfy himself/herself that a court
- 14                appearance within the limits of this rule did exist.

15     Section 14 - Catastrophic Leave Program. Catastrophic Leave shall be available to unit members as

16     described in Administrative Procedure #407. See Appendix for more information.

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28     Board Approved 09/11/17

SAFETY

Section 1 - Safety Equipment.

The District will furnish safety equipment reasonably necessary to permit unit members to perform assigned duties safely.

Section 2 - Safety Committee.

The District shall have a Safety Committee to which the Association shall have the authority to appoint no less than one-third (1/3) of the membership with a minimum of two (2) members. Appointments shall be made for each year by July 1. Appointees shall serve a minimum of a one year term unless replaced by mutual agreement of the Association and the District. The committee shall review health and safety of working conditions on a continuing basis. The committee will make recommendations to the Superintendent or designee for correction of unsatisfactory health and safety conditions. Committee members will be allowed reasonable released time for committee duties.

Section 3 - Reporting Unsafe Conditions.

Unit members must notify their immediate supervisor in writing concerning an alleged unsafe condition in the District directly affecting their health and safety. Their immediate supervisor shall investigate said reported unsafe condition and advise the unit member of his/her findings within ten (10) work days, when administratively practical. If the unit member continues to have a concern, or if he/she feels that there is a clear and immediate danger to health and safety, he/she may refer the matter in writing to the District Safety Committee with a copy to the immediate supervisor.

Section 4 - No Discrimination.

No unit member will be in any way discriminated against for reporting alleged unsafe conditions.

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CLASSIFIED SALARY SCHEDULE, APPLICATIONS AND RANGES

Section 1 - Initial Placement.

A new unit member shall be assigned the job classification title for which he/she has qualified and be placed on the first increment step of the designated range for that classification. A new unit member having experience directly related to his/her job classification may be assigned to a higher increment step of the salary schedule with specific District approval.

Section 2 - Salary Placement on Promotion.

A unit member who is promoted to another bargaining unit classification shall receive a minimum salary increase of five percent (5%), except that he/she may be placed on the last step of the new salary range if that is the maximum salary for the classification.

Section 3 - Work Temporarily Assigned Out of Classification.

A. Intent.

It is the intent of this Section to permit the District to temporarily assign duties to unit members which are not prescribed for their job classifications, but in so doing to require that some reasonable additional compensation be provided when that assignment is of significant duration.

B. Application.

Where the duties assigned and performed are not fixed and prescribed for the unit member's job classification or reasonably related thereto, whether or not such duties are fixed and prescribed for a higher paid classification, the unit member shall be entitled to an upward adjustment of salary paid retroactively from the first day provided the assignment was for a period of more than five (5) working days during any fifteen (15) calendar day period. The minimum upward adjustment shall be five percent (5%). The upward salary adjustment for a unit member who is assigned out-of-class work shall be five percent (5%) or temporary placement at Step 1 of the salary range for that classification, whichever is greater, and shall be paid retroactively to the first day of the assignment. (Note: District latitudes in the assignment of out-of-class work are quite extensive and unit members are advised to review them with the Association.)

C. Unit Member Responsibility.



1 If a unit member feels that he/she has been assigned duties which are not prescribed for his/her  
2 classification or reasonably related to such duties, it shall be the unit member's responsibility to  
3 provide clear and immediate written notice to his/her supervisor, with a copy to the Director of  
4 Personnel, that such has occurred. Failure to provide such notice may weaken any future claim  
5 for out-of-class compensation. The immediate supervisor shall acknowledge, in writing, receipt  
6 of such notice within five (5) days.

7 Section 4 - Position Reclassification.

8 A. Intent.

9 It is the intent of this Section to provide for the upgrading of a position to a higher job  
10 classification where there has been significant change, required by the District, in the duties  
11 assigned to and performed by the incumbent(s) in such position(s), where such changes are not  
12 temporary in nature, and where the changes require a level of skill and responsibility higher than  
13 that required for the existing classification. Position reclassification is neither a reward to a unit  
14 member for excellent performance or high seniority within a job classification nor is it intended  
15 to circumvent regular promotion practices or the procedures specified in the above Section.

16 B. Application.

17 Where a gradual increase over an extended period of time in the level of required skills and  
18 responsibilities assigned to a position results in a significant change of duties being performed  
19 by a unit member, and where it is the intent of the District to extend such duties on a continuing  
20 and permanent basis, the position shall be upgraded to a higher classification.

21 C. Unit Member Responsibility.

22 If a unit member feels that he/she has been assigned duties which are not prescribed for his/her  
23 classification or reasonably related to such duties, it shall be the unit member's responsibility to  
24 provide clear and immediate written notice to his/her supervisor that such has occurred. Failure  
25 to provide such notice may weaken any future claim that the position should be reclassified.

26 D. Position Reclassification Claims.

27 Instead of using the grievance procedure, the following steps shall be used for processing formal  
28 claims for position reclassification:

1. Unit member claims for position reclassification must be submitted to the appropriate supervisor on a District-developed form(s) obtained from the District Personnel Office or the Association. Such claim must be certified on the form as reviewed, approved and supported by the Association. Within five (5) days after the claim is filed, a conference must be scheduled if requested by either party.
2. The District will have twenty-two (22) work days from the date the claim is submitted or from the date of the conference, whichever is later, to respond to the claim. Timelines may be extended by mutual agreement.
3. If the District's response is deemed unsatisfactory by the Association, and the District and the Association are unable to achieve a resolution, the Association, with written approval of the unit member(s) involved, may choose to submit the claim for study to a mutually selected independent outside agency specializing in reclassification studies and related matters. The agency's recommendation(s) regarding the position(s) being studied will be treated by the District in the same manner that an arbitrator's decision would be treated. Any upward salary adjustments resulting from a reclassification study or involving reclassification between already existing classifications, shall not be less than the first step on the salary range for the higher classification. The agency may recommend (1) that the position(s) be reclassified, (2) that out-of-classification compensation be awarded, or (3) that the claim be rejected and no change occur. All such changes shall be effective on the date of the reclassification. All costs associated with such a reclassification study shall be shared equally by the parties.

E. Filling of Reclassified Position(s).

When all the positions in a classification are reclassified, the incumbents in the position shall be entitled to serve in the new classification. When a portion of the positions within a class are reclassified to a higher job classification, an incumbent who has a continuous employment record of one (1) or more years in the position being reclassified shall be reclassified with his/her position. If the incumbent does not have one (1) or more years of such continuous employment, the reclassified position first will be offered in order of seniority to unit members in the same

1 class who do meet the continuous employment requirement.

2 F. Salary Placement.

3 A unit member whose salary range placement changes as a result of a position reclassification  
4 shall be initially placed on the same step of the new range as his/her step placement in the  
5 position in the previous classification.

6 Section 5 - Anniversary Date.

7 The work year for classified unit members shall be the July 1 to June 30 fiscal year irrespective of the  
8 beginning date of service; thus, the anniversary date for all classified unit members shall be July 1. The  
9 first anniversary date for a new unit member who began service between July 1 and January 15 shall be  
10 the following July 1. The first anniversary date for a new unit member who began service after January  
11 15 and on or before June 30 shall be the second July 1 of his/her employment.

12 Section 6 - Increment Advancement.

13 Annual experience increment advancement recognizes service in the District and not necessarily in the  
14 current position. Such increment will be awarded in addition to any upward change in classification and  
15 irrespective of time served in the position. Increment advancement for experience shall be made across  
16 the designated classification salary range each year on the unit member's anniversary date. No unit  
17 member shall advance more than one (1) anniversary increment step per year.

18 Section 7 - Longevity Increment.

19 Effective July 1, 2017, a unit member who has completed seventeen (17) years of employment  
20 in the District shall receive a one thousand eight hundred seventy-three dollar (\$1,873) longevity  
21 increment each subsequent year in addition to his/her placement on the Classified Salary Schedule.

22 Effective July 1, 2017, a unit member who has completed twenty (20) years of employment in  
23 the District shall receive a three thousand three hundred thirteen dollar (\$3,313) longevity increment each  
24 subsequent year in addition to his/her placement on the Classified Salary Schedule. The longevity  
25 amount shall increase to four thousand five hundred five dollars (\$4,505) for unit members who have  
26 completed twenty-five (25) years. The longevity increment shall increase to five thousand seven hundred  
27 one dollars (\$5,701) for unit members who have completed thirty (30) years.

28 Effective July 1, 2002, whenever the Classified Salary Schedule is increased, each longevity

1 increment shall be increased by a minimum of the same percent amount. This shall not limit the Parties  
2 from negotiating a higher longevity increment.

3 The longevity increment will begin the first month after the corresponding anniversary date and  
4 will be paid in installments as earned in accordance with CalPERS and CalSTRS requirements.

5 Section 8 - Payroll Errors.

6 Proper salary class and step placement is a joint responsibility of the unit member and the District. All  
7 unit members are to review their salary placement data as supplied by the District each October. Should  
8 they believe that they are improperly placed on the salary schedule, they are to immediately bring this  
9 information to the attention of the District. Any District error resulting in insufficient payment to a unit  
10 member shall be corrected, and a special payroll revolving fund check issued not later than five (5)  
11 working days after the Payroll Department has received both a written request from the unit member and  
12 verification of the error. Otherwise the supplemental amount will be included in the next regular  
13 paycheck following verification of the error. Should the incorrect salary placement result in an  
14 overpayment, the unit member shall, upon realizing the fact or upon notification from the District, repay  
15 the full amount of such overpayment. Repayment shall be from the unit member's next regular check or  
16 upon unit member request, pursuant to the terms of a repayment extension schedule approved by the  
17 Superintendent/designee and unit member. The unit member shall be notified of any necessary recovery  
18 of an overpayment prior to any District initiated recovery and in sufficient time to schedule a meeting  
19 regarding a repayment schedule as referenced above.

20 A. Limitation. Errors such as mentioned above shall only be corrected during the fiscal year in  
21 which they are discovered, and such corrections shall not be retroactive beyond a twelve (12)  
22 month period from the date of discovery of said error.

23 Section 9 - Substitute Coverage.

24 If the District is engaged in a procedure to hire a permanent employee to fill a vacant bargaining unit  
25 position, the District may fill the vacancy through the employment, for not more than sixty (60) calendar  
26 days, of one (1) or more substitute employees.

27 Section 10 - Modifications to Job Descriptions.

28 If the District decides to modify an existing bargaining unit job description in a manner which will

1 substantially change the nature of duties the incumbent(s) shall perform, the District shall appropriately  
2 provide the Association with notice of said change and the opportunity to bargain the impact of the  
3 change.

4 Section 11 - CalPERS Pay Conversion.

5 A. Effective July 1, 2015, the District shall, in accordance with AB 340, convert the employer paid  
6 member contributions (EPMC) originally negotiated July 1, 1987 in lieu of a salary increase for  
7 the unit to an on schedule salary increase for the unit. Effective July 1, 2015, the salary schedule  
8 shall be increased by 7% for all unit members. Unit members shall be responsible to pay their  
9 contribution of the Public Employee Retirement System effective July 1, 2015.

10 B. Hold Harmless Clause.

11 The Association shall defend and hold the District harmless against any claims by a unit member  
12 or on behalf of a unit member arising out of implementation of this Section.

13 Section 12 - Designated Translator.

14 Effective beginning July 1, 2017, any unit member who agrees to be designated by a site  
15 administrator as a translator shall receive a yearly stipend of \$400 for language translation services  
16 provided for the District during the regular work day. Written notification from Personnel Services to the  
17 unit member will confirm this designation. Administratively requested or authorized translation service,  
18 including sign language, performed outside of the regular work day shall be compensated at the  
19 appropriate hourly rate.

20 Whenever the Classified Salary Schedule is increased, the stipend shall be increased by a  
21 minimum of the same percent. This shall not limit the Parties from negotiating a higher stipend amount.  
22 The Designated Translator stipend will be paid in monthly installments as earned in accordance with  
23 CalPERS and CalSTRS requirements.

24 Section 13 – Hazardous Materials Stipend.

25 Effective July 1, 2017, the unit member who agrees to be designated by the District as  
26 responsible for hazardous material recognition, containment, removal, and reporting shall receive a yearly  
27 stipend of seven hundred fifteen dollars (\$715) for such services provided for the District during the  
28 regular work day. Whenever the Classified Salary Schedule is increased, the stipend shall be increased by

1 a minimum of the same percent. This shall not limit the Parties from negotiating a higher stipend amount.  
2 This stipend will be paid in monthly installments as earned in accordance with CalPERS and CalSTRS  
3 requirements.

4 Section 14 – Classified Salary Schedules and Ranges.

5 For the 2001-2002 fiscal year, the “Classified Salary Schedule” shall be increased by two  
6 percent (2%) effective February 1, 2002.

7 If any confidential, management, administrative, or certificated employee group receives a salary  
8 increase for the 2001-2002 fiscal year, on or off-schedule, which exceeds the percentage increase  
9 contained within this Agreement, the difference shall be paid to unit members, following meeting(s)  
10 between the Parties to determine the basis for the distribution.

11 Section 15 – Payroll Distribution.

12 Effective July 1, 2015, payroll warrants for all unit members shall be issued on a monthly basis.

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CLASSIFIED SALARY SCHEDULES AND RANGES

Range	Job Classification	Work Year
<u>Maintenance</u>		
52	Database Analyst	A
52	Programmer Analyst	A
49	Network Specialist	A
43	Telephone Network Technician	A
43	Computer Support Technician	A
42	Technology Facilitator	A
41	Electric/Electronic Technician	A
41	Electrician	A
41	Heating and Air Conditioning Mechanic	A
40	User Support Specialist	A
37	Carpenter	A
37	Plumber	A
35	Locksmith	A
35	Painter	A
35	General Maintenance Journeyman	A
35	Office Machines/Audio Visual Repair Specialist	A
35	Fire Service Technician/Maintenance Worker	A
31	Computer Support Assistant	A
29	Maintenance Worker	A
<u>Building Operations</u>		
27	Head Custodian - Multiple Site/K-8	A
26	Head Custodian - Elementary and NVHS	A
26	Custodian Specialist	A

1			
2	<u>Range</u>	<u>Job Classification</u>	<u>Work Year</u>
3	<u>Building Operations (Cont.)</u>		
4	25	Lead Night Custodian	A
5	23	Custodian (Floor Crew)	A
6	22	Custodian	A
7			
8	<u>Grounds Operations</u>		
9	30	Grounds Equipment Specialist	A
10	29	Refuse/Grounds Equipment Operator	A
11	28	Sprinkler Technician	A
12	27	Grounds Equipment Operator	A
13	23	Grounds Worker	A
14			
15	<u>Transportation</u>		
16	40	Heavy Duty Mechanic/Service Coordinator	A
17	38	Heavy Duty Mechanic/Brake Inspector	A
18	37	Transportation Specialist	A
19	35	Dispatcher/Bus Driver Trainer	A
20	34	Transportation Dispatcher	A
21	33	Bus Driver Trainer	A
22	33	Light Duty Mechanic/Brake Inspector	A
23	32	Automotive Service Coordinator	A
24	29	Transportation Technician	A
25	27	Automotive Servicer	A
26	26	Bus Driver	F
27	26	Bus Driver - Special Students	F
28	14	Bus Transportation Assistant	F1



1	<hr/>		
2	<u>Range</u>	<u>Job Classification</u>	<u>Work Year</u>
3	<u>Food Services</u>		
4	35	Food Services Coordinator	A
5	31	Computer Network Technician - Food Services	A or B
6	26	Cafeteria Manager - High School	E1
7	23	Cafeteria Manager - Middle School/K-8	E1
8	23	Cafeteria Manager - Elementary (Multiple Site Service)	E1
9	23	Cafeteria Assistant Manager - Secondary (Multiple Site Service)	E1
10	21	Cafeteria Assistant Manager - Elementary (Multiple Site Service)	E1
11	20	Cafeteria Manager - Elementary (Single Site Service)	E1
12	19	Food Services Clerk	E1
13	18	Cafeteria Assistant III	E1
14	14	Cafeteria Assistant II	F
15	11	Cafeteria Assistant I	F
16	<hr/>		
17	<u>Student Supervision</u>		
18	26	Pool Manager	E1
19	24	Campus Supervisor	E1
20	21	On Campus Detention Supervisor	E1
21	20	Agriculture Assistant	E1
22	14	Crossing Guard	F1
23	14	Night Attendance Caller	E1
24	12	Activity Supervisor	F1
25	11	Activity Facilitator	F1
26	<hr/>		
27	<u>Instructional</u>		
28	61	School Occupational Therapist	E1

1			
2	<u>Range</u>	<u>Job Classification</u>	<u>Work Year</u>
3	<u>Instructional (Cont.)</u>		
4	43	Preschool Teacher (w/BA Range 45)	E2 or G
5	42	Certified Sign Language Interpreter	E1
6	38	Speech and Language Pathology Assistant	E1
7	34	Liaison/Outreach Specialist	A
8	25	Outreach Worker	A or E1
9	23	Library Technician	A
10	23	Instructional Media Assistant	B
11	23	Career Center Clerk	C
12	23	Athletic Fields and Facilities Attendant	A
13	23	Sign Language Interpreter	E1
14	22	Elementary Media Center Clerk and NVHS	E1
15	21	Health Care Aide	E1
16	21	Language Proficiency Evaluator	A
17	20	Instructional Aide - Head Start/Preschool	E1, E2, or G
18	18	Bilingual Language Tutor	E1
19	18	Opportunity School Assistant	E1
20	18	Student Attendant Aide Specialist	E1
21	17	Student Attendant Aide	E1
22	17	Instructional Aide	E1, E2, or G
23	17	Independent Study Aide	F
24	17	Special Programs Assistant	F1
25			
26	<u>Clerical-Secretarial</u>		
27	33	Child Welfare and Attendance Technician	B
28	31	Secretary - High School Principal	A

1

2

<u>Range</u>	<u>Job Classification</u>	<u>Work Year</u>
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3

Clerical-Secretarial (Cont.)

4

30	Administrative Secretary	A or B
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5

28	Instructional Materials Technician	A
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6

28	Secretary - Middle School/K-8 Principal	A or B
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7

28	Secretary - Elementary and NVHS Principal	C
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8

27	Registrar	A or C
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9

27	Secretary/Account Clerk	A, B, or D
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10

26	Secretary - High School Assistant Principal	A or B
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11

25	Secretary	A, B, or D
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12

23	Translator/Clerk-Typist	A or E1
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13

22	Assessment Materials Specialist	A
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14

21	Clerk-Typist	E1
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15

16

Clerical-Fiscal

17

36	Senior Buyer	A
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18

36	Accounting Technician	A
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19

34	Business Services Technician	A
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20

34	Planning and Development Technician	A
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21

32	Buyer	A
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22

32	Benefits Technician	A
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23

32	Payroll Specialist	A
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24

30	Stores Technician	A
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25

26	ASB Bookkeeper Secretary	A
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26

25	Account Clerk	A
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27

25	Records Clerk	A
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28

25	Purchasing Clerk	A
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2	<u>Range</u>	<u>Job Classification</u>	<u>Work Year</u>
3	<u>Clerical-Fiscal (Cont.)</u>		
4	22	Senior Fiscal Clerk	A, D, or E1
5			
6	<u>Warehouse</u>		
7	25	Stock Clerk/Delivery Driver	A
8			
9	<u>Publications</u>		
10	37	Senior Print Technician	A
11	28	Print Technician	A
12	19	Print Clerk	A
13	//		
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**CLASSIFIED SALARY SCHEDULE (Effective 07/01/17)**

1% All

Range/ Step	A		B		C		D		E		F	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
1	1,804.00	10.408	1,891.00	10.910	1,985.00	11.452	2,088.00	12.046	2,190.00	12.635	2,301.00	13.275
2	1,845.00	10.644	1,939.00	11.187	2,038.00	11.758	2,141.00	12.352	2,244.00	12.946	2,358.00	13.604
3	1,891.00	10.910	1,985.00	11.452	2,088.00	12.046	2,190.00	12.635	2,302.00	13.281	2,418.00	13.950
4	1,939.00	11.187	2,038.00	11.758	2,141.00	12.352	2,244.00	12.946	2,358.00	13.604	2,479.00	14.302
5	1,985.00	11.452	2,088.00	12.046	2,190.00	12.635	2,302.00	13.281	2,413.00	13.921	2,533.00	14.614
6	2,038.00	11.758	2,141.00	12.352	2,244.00	12.946	2,358.00	13.604	2,476.00	14.285	2,602.00	15.012
7	2,088.00	12.046	2,190.00	12.635	2,302.00	13.281	2,413.00	13.921	2,531.00	14.602	2,659.00	15.341
8	2,141.00	12.352	2,244.00	12.946	2,358.00	13.604	2,476.00	14.285	2,598.00	14.989	2,730.00	15.750
9	2,190.00	12.635	2,302.00	13.281	2,413.00	13.921	2,531.00	14.602	2,660.00	15.346	2,796.00	16.131
10	2,244.00	12.946	2,358.00	13.604	2,476.00	14.285	2,598.00	14.989	2,731.00	15.756	2,868.00	16.546
11	2,302.00	13.281	2,413.00	13.921	2,531.00	14.602	2,660.00	15.346	2,796.00	16.131	2,938.00	16.950
12	2,358.00	13.604	2,476.00	14.285	2,598.00	14.989	2,731.00	15.756	2,866.00	16.535	3,011.00	17.371
13	2,413.00	13.921	2,531.00	14.602	2,660.00	15.346	2,796.00	16.131	2,938.00	16.950	3,086.00	17.804
14	2,476.00	14.285	2,598.00	14.989	2,731.00	15.756	2,866.00	16.535	3,008.00	17.354	3,160.00	18.231
15	2,531.00	14.602	2,660.00	15.346	2,796.00	16.131	2,938.00	16.950	3,082.00	17.781	3,237.00	18.675
16	2,598.00	14.989	2,731.00	15.756	2,866.00	16.535	3,008.00	17.354	3,158.00	18.220	3,319.00	19.148
17	2,660.00	15.346	2,796.00	16.131	2,938.00	16.950	3,082.00	17.781	3,237.00	18.675	3,401.00	19.622
18	2,731.00	15.756	2,866.00	16.535	3,008.00	17.354	3,158.00	18.220	3,313.00	19.114	3,480.00	20.077
19	2,796.00	16.131	2,938.00	16.950	3,082.00	17.781	3,237.00	18.675	3,399.00	19.610	3,571.00	20.602
20	2,866.00	16.535	3,008.00	17.354	3,158.00	18.220	3,313.00	19.114	3,480.00	20.077	3,657.00	21.098
21	2,938.00	16.950	3,082.00	17.781	3,237.00	18.675	3,399.00	19.610	3,566.00	20.573	3,747.00	21.618
22	3,008.00	17.354	3,158.00	18.220	3,313.00	19.114	3,480.00	20.077	3,657.00	21.098	3,843.00	22.172
23	3,082.00	17.781	3,237.00	18.675	3,399.00	19.610	3,566.00	20.573	3,743.00	21.595	3,933.00	22.691
24	3,158.00	18.220	3,313.00	19.114	3,480.00	20.077	3,657.00	21.098	3,841.00	22.160	4,034.00	23.274
25	3,237.00	18.675	3,399.00	19.610	3,566.00	20.573	3,743.00	21.595	3,933.00	22.691	4,133.00	23.845
26	3,313.00	19.114	3,480.00	20.077	3,657.00	21.098	3,841.00	22.160	4,034.00	23.274	4,239.00	24.456
27	3,399.00	19.610	3,566.00	20.573	3,743.00	21.595	3,933.00	22.691	4,129.00	23.822	4,338.00	25.027
28	3,480.00	20.077	3,657.00	21.098	3,841.00	22.160	4,034.00	23.274	4,234.00	24.427	4,448.00	25.662
29	3,566.00	20.573	3,743.00	21.595	3,933.00	22.691	4,129.00	23.822	4,338.00	25.027	4,557.00	26.291
30	3,657.00	21.098	3,841.00	22.160	4,034.00	23.274	4,234.00	24.427	4,445.00	25.645	4,669.00	26.937
31	3,743.00	21.595	3,933.00	22.691	4,129.00	23.822	4,338.00	25.027	4,551.00	26.256	4,783.00	27.595
32	3,841.00	22.160	4,034.00	23.274	4,234.00	24.427	4,445.00	25.645	4,668.00	26.931	4,903.00	28.287
33	3,933.00	22.691	4,129.00	23.822	4,338.00	25.027	4,551.00	26.256	4,780.00	27.577	5,022.00	28.974
34	4,034.00	23.274	4,234.00	24.427	4,445.00	25.645	4,668.00	26.931	4,896.00	28.247	5,145.00	29.683
35	4,129.00	23.822	4,338.00	25.027	4,551.00	26.256	4,780.00	27.577	5,021.00	28.968	5,274.00	30.428
36	4,234.00	24.427	4,445.00	25.645	4,668.00	26.931	4,896.00	28.247	5,145.00	29.683	5,406.00	31.189
37	4,338.00	25.027	4,551.00	26.256	4,780.00	27.577	5,021.00	28.968	5,270.00	30.404	5,537.00	31.945
38	4,445.00	25.645	4,668.00	26.931	4,896.00	28.247	5,145.00	29.683	5,405.00	31.183	5,678.00	32.758
39	4,551.00	26.256	4,780.00	27.577	5,021.00	28.968	5,270.00	30.404	5,535.00	31.933	5,816.00	33.554
40	4,668.00	26.931	4,896.00	28.247	5,145.00	29.683	5,405.00	31.183	5,671.00	32.718	5,958.00	34.374

Range/ Step	CLASSIFIED SALARY SCHEDULE (Effective 07/01/17)										1% All	
	A		B		C		D		E		F	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
41	4,780.00	27.577	5,021.00	28.968	5,270.00	30.404	5,535.00	31.933	5,810.00	33.520	6,104.00	35.216
42	4,896.00	28.247	5,145.00	29.683	5,405.00	31.183	5,671.00	32.718	5,956.00	34.362	6,256.00	36.093
43	5,021.00	28.968	5,270.00	30.404	5,535.00	31.933	5,810.00	33.520	6,102.00	35.205	6,411.00	36.987
44	5,145.00	29.683	5,405.00	31.183	5,671.00	32.718	5,956.00	34.362	6,261.00	36.122	6,577.00	37.945
45	5,270.00	30.404	5,535.00	31.933	5,810.00	33.520	6,102.00	35.205	6,405.00	36.953	6,729.00	38.822
46	5,405.00	31.183	5,671.00	32.718	5,956.00	34.362	6,261.00	36.122	6,566.00	37.881	6,899.00	39.803
47	5,535.00	31.933	5,810.00	33.520	6,102.00	35.205	6,405.00	36.953	6,728.00	38.816	7,067.00	40.772
48	5,671.00	32.718	5,956.00	34.362	6,261.00	36.122	6,566.00	37.881	6,897.00	39.791	7,248.00	41.816
49	5,810.00	33.520	6,102.00	35.205	6,405.00	36.953	6,728.00	38.816	7,062.00	40.743	7,419.00	42.803
50	5,956.00	34.362	6,261.00	36.122	6,566.00	37.881	6,897.00	39.791	7,241.00	41.776	7,606.00	43.882
51	6,102.00	35.205	6,405.00	36.953	6,728.00	38.816	7,062.00	40.743	7,417.00	42.791	7,794.00	44.966
52	6,261.00	36.122	6,566.00	37.881	6,897.00	39.791	7,241.00	41.776	7,598.00	43.835	7,982.00	46.051
53	6,405.00	36.953	6,728.00	38.816	7,062.00	40.743	7,417.00	42.791	7,788.00	44.932	8,182.00	47.205
54	6,566.00	37.881	6,897.00	39.791	7,241.00	41.776	7,598.00	43.835	7,982.00	46.051	8,385.00	48.376
55	6,728.00	38.816	7,062.00	40.743	7,417.00	42.791	7,788.00	44.932	8,182.00	47.205	8,596.00	49.593
56	6,897.00	39.791	7,241.00	41.776	7,598.00	43.835	7,982.00	46.051	8,385.00	48.376	8,810.00	50.828
57	7,062.00	40.743	7,417.00	42.791	7,788.00	44.932	8,182.00	47.205	8,596.00	49.593	9,031.00	52.103
58	7,241.00	41.776	7,598.00	43.835	7,982.00	46.051	8,385.00	48.376	8,811.00	50.834	9,257.00	53.407
59	7,417.00	42.791	7,788.00	44.932	8,182.00	47.205	8,596.00	49.593	9,030.00	52.097	9,490.00	54.751
60	7,598.00	43.835	7,982.00	46.051	8,385.00	48.376	8,811.00	50.834	9,258.00	53.413	9,725.00	56.107
61	7,788.00	44.932	8,182.00	47.205	8,596.00	49.593	9,030.00	52.097	9,488.00	54.740	9,968.00	57.509

Longevity Increment\*:      17-19 years = \$1,873      20-24 years = \$3,313      25-29 years = \$4,505      30+ years = \$5,701

Designated Translator Stipend\*      \$400 yearly      Hazardous Materials Stipend\*      \$715

\* Amounts shown are annual totals. Increments and stipends are paid in monthly installments as earned in accordance with CalPERS and CalSTRS requirements.



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CLASSIFIED WORK YEARS

MINIMUM NUMBER OF WORK DAYS

WORK YEAR A - 245 days  
WORK YEAR B - 215 days  
WORK YEAR C - 206 days  
WORK YEAR D - 196 days  
WORK YEAR E1 - 185 days  
WORK YEAR E2 - 180 days  
WORK YEAR F - 177 days  
WORK YEAR F1 - 176 days  
WORK YEAR G - 170 days

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HOLIDAYS

Section 1 - Paid Holidays.

A. Designated Holidays.

All unit members shall be entitled to the following paid holidays: January 1; Martin Luther King, Jr. Day as designated by the District; February 12 known as "Lincoln Day"; the third Monday in February known as "Washington Day"; the last Monday in May known as "Memorial Day"; July 4; the first Monday in September known as "Labor Day"; Admission Day; November 11 known as "Veteran's Day"; that Thursday in November proclaimed by the President as "Thanksgiving Day"; the Friday immediately following Thanksgiving; December 25; two (2) local holidays during the Christmas recess period as designated by the District.

B. Additional Paid Holidays.

To the extent required by law, every day appointed by the President, or Governor of this State, as provided for in subdivisions (b) and (c) of Education Code Section 37220 for a public fast, thanksgiving or holiday; or any day mandated a holiday under Education Code Section 37222 for classified or certificated employees shall be a holiday for classified employees.

C. All unit members shall be entitled to the above referenced paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

D. School recesses during the Christmas, Spring and Mid-February periods shall not be considered holidays for unit members who are normally required to work during that period.

Section 2 - Christmas Recess Holiday Pay.

Regular unit members who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two (2) holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

Section 3 - Weekend Holidays.

When a holiday listed in this Article falls on a Sunday, the following Monday shall be deemed to be the



1 holiday in lieu of the day observed. When a holiday listed in this Article falls on a Saturday, the  
2 preceding Friday shall be deemed to be the holiday in lieu of the day observed.

3 Section 4 - Holiday Work.

4 When a unit member is required to work on any of these holidays, he/she shall be paid compensation for  
5 such work, in addition to the regular pay received for the holiday, at the rate of time and one-half the unit  
6 member's regular rate of pay.

7 Section 5 - Separate Schedules.

8 The provisions in this Agreement shall not be construed in any way to prohibit the Governing Board from  
9 adopting separate work schedules for the certificated and the classified services, or from providing  
10 holiday pay for unit members who have not been in paid status on the days specified herein.

11 Section 6 - Schooldays Without Pupils.

12 Notwithstanding the adoption of separate work schedules for the certificated and the classified services,  
13 on any schoolday during which pupils would otherwise have been in attendance but are not and for which  
14 certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or  
15 not they are required to report for duty that day.

16 Section 7 - In-Lieu Holidays.

17 The District agrees to confer with the Association prior to designating other days as the holidays to which  
18 unit members are entitled in lieu of the holidays on February 12 known as "Lincoln Day", the third  
19 Monday in February known as "Washington Day", the last Monday in May known as "Memorial Day",  
20 September 9 known as "Admission Day", or November 11 known as "Veteran's Day", provided that such  
21 designated days will provide for at least a three (3) day weekend. Unit members shall be required to  
22 work on the regular holiday for which another day is designated pursuant to this Section, and for work of  
23 eight (8) hours or less shall be paid compensation at their regular rate of pay.

24 Section 8 - Admission Day.

25 If an in-lieu holiday is designated for Admission Day, such designated day shall occur within the regular  
26 student academic year.

27 //

28 Board Approved 02/16/99

HEALTH AND WELFARE BENEFITS

Section 1 - Health and Welfare Benefit Allowance.

A. Maximum Allowance.

1. The District will pay annually a maximum allowance of nine thousand five hundred dollars (\$9,500) per qualified unit member for specified health and welfare benefits. This does not limit the Parties from negotiating a higher unit member allowance.
2. Effective July 1, 2018, active unit members who are married to other active unit members or active members of the Management/Confidential groups can combine their individual allowances to purchase specified Health and Welfare benefits that include either two-party or family medical coverage. Unit members who exercise this option will not be afforded the cash option under Article 15, Section 7.
3. All costs for benefits exceeding the maximum allowance shall be paid by the unit member. A "qualified" unit member is a member of the bargaining unit whose employment was regularly four (4) or more hours per day on or before July 1, 1977 or, if approved by the District for employment after that date, whose employment is regularly eight (8) hours per day.
4. If the maximum allowance for any confidential, management, administrative, or certificated employee group is increased for the 2001-2002 fiscal year so that it exceeds the unit member allowance in this Agreement, the classified unit member allowance shall be raised to an equal amount.

B. Pro-rated Allowance.

Unit members whose employment is regularly less than eight (8) hours per day will receive annually a maximum allowance in the same proportion of the current maximum District dollar contribution amount that their regular daily hours of employment bear to eight (8) hours, with the following exceptions:

1. Unit members whose employment was regularly four (4) or more hours per day on or before July 1, 1977 (See Section 1, A above).

2. Unit members hired on or after January 1, 1994 whose employment is regularly three or fewer hours per day shall not receive any allowance for health and welfare benefits.

Section 2 - Specified Health and Welfare Benefits.

Subject to the provisions and requirements of the jointly approved insurance carriers, the following benefit options are available to unit members under a "Section 125 Premium Only Plan" effective October 1, 1992. Payroll deductions will be made for costs of coverage beyond the District allowance for approved plans.

A. Mandatory Coverages.

All unit members who are eligible for health and welfare benefits shall have mandatory group disability (income protection) coverage beginning on October 1, 1986.

B. Optional Coverages.

1. Unit members, at their option, may select health coverage from the providers administered by the Riverside Employer-Employee Partnership for Benefits (REEP) for themselves or for themselves and their dependents, for medical insurance coverage for Classified unit members.

2. Unit members, at their option, may select membership in available dental plan(s) for themselves or for themselves and their dependents, as agreed to by the District and the Association.

3. Unit members, at their option, may select available life insurance for themselves or for themselves and their dependents, as agreed to by the District and the Association.

4. Unit members, at their option, may select a supplemental disability income protection plan, as agreed to by the District and the Association.

5. Unit members, at their option, may select membership in available vision plan(s) for themselves or for themselves and their dependents, as agreed to by the District and the Association.

6. The District will make available an IRS Section 125 Flexible Benefits Spending Plan, as agreed to by the District and the Association.

Section 3 - Deductions and Payments.

1 Any necessary deductions authorized by unit members shall be deducted from September through June  
2 payrolls. Effective July 1, 2017, any necessary deductions authorized by unit members shall be deducted  
3 from August through May.

4 Section 4 - Insurance Period.

5 District Health and Welfare benefit insurance policies are in effect from July 1 through the following  
6 June 30.

7 Section 5 - Special Conditions.

8 Subject to the provisions and requirements of the insurance carriers, the following special conditions are  
9 available to unit members.

- 10 A. The optional coverages of the prior year are automatically continued for each qualified unit  
11 member. Adjustment of any necessary payroll deductions will automatically be made to reflect  
12 rate changes and/or a change in the amount of District contribution.
- 13 B. A unit member who was qualified the prior year but elected no optional insurance coverage may  
14 initiate such coverage during the designated sign-up periods.
- 15 C. A new unit member may select optional health and welfare benefits within the first thirty (30)  
16 days of employment.
- 17 D. A unit member may discontinue optional Health and Welfare benefits and any related payroll  
18 deductions at any time.
- 19 E. Newly authorized or discontinued deductions will be processed on the next payroll occurring  
20 fifteen (15) or more days after written notice by the unit member. Insurance coverage becomes  
21 effective on the first of the month following the first payroll deduction.
- 22 F. In the event a unit member is granted a long-term unpaid leave of absence to perform paid duties  
23 for the District in a non-bargaining unit position, the unit member's health and welfare benefits  
24 shall continue for the duration of the leave unless duplicated in the non-unit position.
- 25 G. Unit members who are absent because of illness and who have exhausted their accumulated paid  
26 leave shall continue to receive full insurance coverage paid by the District for that period of  
27 illness not to exceed twelve (12) months following exhaustion of said leave.
- 28 H. Unit members hired after January 15, 2001 may decline any optional coverage(s) by signing a

1 District waiver form subject to any requirement to provide proof of insurance coverage.  
2 However, unit members hired after January 15, 2001 may not waive coverage if such action  
3 would hinder the District's ability to provide group insurance coverage as determined by  
4 insurance providers.

5 I. The spouse and/or dependent children of a deceased unit member who are insured under a  
6 District health or dental program at the time of death of that unit member shall be allowed to  
7 continue in those programs for the remainder of the insurance period plus one (1) additional  
8 year, where permitted by the carrier(s), by paying advance premiums for the continued coverage  
9 on a month-to-month basis.

10 Section 6 - Unit Member Responsibility.

11 Each qualified unit member is responsible for initiating, revising, or discontinuing optional fringe benefits  
12 and authorizing any necessary related payroll deductions by personally completing written forms in the  
13 District Business Office during regular working hours. Arrangements will be made to accommodate unit  
14 members whose work day is the same as that of the Business Office personnel.

15 Section 7 - Cash Option.

16 Health and Welfare benefit money not expended on the unit member's other health and welfare coverage  
17 shall be available for cash payment at the unit member's option. Unit members hired after January 15,  
18 2001 will not be afforded this option.

19 Section 8 - Carriers and Coverages.

20 Specific carriers and coverages of all unit members' insurance plans paid by payroll deductions or  
21 specified Health and Welfare benefits shall be mutually agreed to by the Association and District.  
22 Requests by either party to change existing insurance plans must be made seventy-five (75) days prior to  
23 proposed implementation.

24 Section 9 - Life Insurance.

25 Effective September 1, 2016, the District shall provide at District expense, a \$50,000 Life Insurance  
26 Policy for each permanent unit member whose regular hours equal or exceed fifteen (15) per week.  
27 Reasonable procedures for implementing this Section will be developed in the District Business Office.  
28 This Section shall be subject to the provisions and requirements of the insurance carrier(s).

1     Section 10 – Insurance for Certain Part-Time Unit Members.

2     Effective January 1, 2002 unit members hired on or after January 1, 1994 whose employment is regularly  
3     three (3) or fewer hours per day may purchase medical insurance subject to the provisions and  
4     requirements of the insurance carrier(s).

5     Section 11 - Medical Coverage After Age 65.

6     A.     Effective January 1, 2002 CalPERS shall become the medical insurance carrier for retired unit  
7     members. All PERS retired unit members may purchase medical coverage in accordance with the  
8     provisions and requirements of the CalPERS Health Program.

9     B.     Effective January 1, 2003, the Riverside Employer-Employee Partnership for Benefits (REEP)  
10     will replace CalPERS as the medical insurance carrier for retired unit members. All retired unit  
11     members may purchase medical coverage in accordance with the provisions and requirements of  
12     REEP.

13    C.     Unit members retiring after June 30, 1991 shall be eligible to continue to purchase coverage in a  
14     District group medical insurance plan after reaching the age of 65, provided that these conditions  
15     exist:

- 16             1. The retiree has been employed in the District for no less than ten (10) years.  
17             2. The plan carrier allows such participation.  
18             3. The retiree is otherwise eligible for enrollment in the plan.  
19             4. The entire cost of such coverage shall be paid by the retiree.

20    Section 12 - Extended Health and Dental Benefit.

21             This benefit applies only to unit members who elect to retire under the Public Employees'  
22     Retirement System program prior to age 65.

23             The unit member must have completed at least ten (10) years of regular service in the District as  
24     determined by anniversary date immediately preceding retirement and have reached the minimum age for  
25     retirement under State law before he/she is eligible for this benefit which includes the following:

26     A.     District health and dental benefits for the retiree and dependents carried at District expense at the  
27     same rate as though employment had continued until retiree reaches age 65 or until such time as  
28     Federal or State insurance covers retiree. For purposes of this Article, "health and dental

1 benefit" consists of any one (1) or more of the following: hospital, medical, surgical, dental,  
2 vision, or life insurance benefits. Tax sheltered or group annuities are specifically excluded  
3 from this benefit as is the option to receive cash in lieu of benefits. Participation in any benefit  
4 plan(s) is subject to eligibility requirements of jointly approved insurance carrier(s).

5 B. The beneficiary is required to notify the District when he/she is no longer eligible for this  
6 benefit.

7 C. The retiree may not return to full-time employment in the District except by mutual consent of  
8 both the retiree and District.

9 Section 13 - Unpaid Disability Leave.

10 A unit member on Unpaid Disability Leave is eligible for this benefit in the same manner as a unit  
11 member who has retired.

12 Section 14 - Surviving Spouse and Dependent Children.

13 The surviving spouse and dependent children of a unit member who was receiving this benefit shall  
14 continue to receive this benefit, subject to the above conditions, until the deceased unit member's  
15 coverage would otherwise have ended. (This Section shall become effective on July 1, 1992, during the  
16 second year of this Agreement.)

17 Section 15 - District Responsibility.

18 The District's full and complete obligations under this Article are limited to payment of the  
19 premiums through payroll deduction as indicated above and assisting unit members in resolving problems  
20 with carriers.

21 However, it is expressly understood that all terms and conditions of the various programs  
22 available pursuant to this Article are the insurance carriers' responsibility. Therefore, all disputes with  
23 respect to the carriers' administrations of such programs are not the responsibility of the District, and are  
24 not subject to the grievance procedure(s) in this Agreement.

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28 Board Approved 09/11/17

HOURS, OVERTIME, EXTRA WORK AND ALLOWANCES

Section 1 - Hours.

A. Work Schedule. The District workweek begins at 6:00 a.m. on Monday and ends at 6:00 a.m. the following Monday. An employee's normal work schedule shall not exceed five (5) consecutive days, eight (8) hours per day or forty (40) hours per week. This does not preclude the extension of the workweek or the workday on an overtime basis.

1. Prior to making a permanent and involuntary work schedule change of more than two hours for any position(s) within a classification, the District shall determine if any unit member(s) in positions assigned to that schedule at the affected worksite wants to voluntarily accept the change. For purposes of the preceding sentence, the Transportation, Maintenance, Food Services, Warehouse and Grounds departments at the Maintenance, Operations and Transportation facility shall be considered separate "worksites". If there is no appropriate volunteer(s), the least senior unit member(s) in the aforementioned group shall be the one(s) whose work schedule is changed. Except in cases of emergency, reasonable notice of not less than three (3) work days shall be provided prior to implementing the change.

2. A unit member shall be paid appropriately for work at times during which he/she is required to be on duty, for work at times when he/she is "suffered or permitted" to render service in the same classification(s) as he/she is employed and in regular status, and/or for work assigned to be performed away from the job site.

B. Seniority Computation.

Unit member seniority in each classification shall be determined by hire date/promotion date as follows:

1. For a unit member hired before July 1, 1993 a "permanent and calculated seniority date of hire" shall be used for all decisions based on seniority. This date shall have been determined by the Association and provided to the District prior to changing the unit member's seniority ranking from the previous one based on hours in paid status.



2. For a unit member hired on or after July 1, 1993 seniority decisions shall be based on actual hire date/promotion date. For purposes of this provision, the hire/promotion date shall be the first day of paid service as a regular member of the classification.

a. Exception: The Director of Personnel shall automatically deduct one calendar year of seniority from a unit member's date of hire or promotion within the current classification if the unit member is on unpaid leave of absence for 175 consecutive work days within one fiscal (July 1 through June 30) year. Such adjustment shall occur on July 1 following the qualifying unpaid leave of absence. Leave without pay which is approved for the following reasons shall be excluded from the 175-day count:

1. Military Leave as defined in Section 395 of the Military and Veterans' Code;
2. Family Leave as provided in 29 U.S.C. Section 2611 et seq. of the Federal Code or Section 12945.2 of the California Government Code;
3. Any other leave for which a reduction in seniority credit would be a violation of law;
4. Unit members who were granted unpaid leave during 1993-94 and 1994-95 fiscal years to work for the District in a non-bargaining unit position will receive seniority credit for that year.

C. Lunch Periods and Rest Periods.

Unit members who are employed five (5) or more hours daily shall be entitled to an uninterrupted lunch period without pay and two (2) paid rest periods of fifteen (15) minutes each. The lunch period shall be for a minimum of one-half (1/2) hour, but no longer than one (1) hour, except for bus drivers, and shall be scheduled near the midpoint of the work day. The rest periods shall be scheduled insofar as practicable at or about the midpoint of each work period.

Unit members scheduled to work for less than five (5) hours daily shall not be required to take an unpaid lunch break, but shall be entitled to one (1) paid rest period of fifteen (15) minutes. The rest period shall be scheduled near the midpoint of the work period. Unit

1 members scheduled to work less than three (3) hours daily shall not be entitled to a paid rest  
2 period.

3 Notwithstanding the above, Instructional Aides scheduled to work at least three (3)  
4 hours but less than five (5) hours daily may be scheduled for an unpaid lunch period of thirty  
5 (30) minutes and shall be entitled to one (1) paid rest period of fifteen (15) minutes. The lunch  
6 period may be scheduled in conjunction with the paid rest period.

7 D. Reduction in Hours.

8 In the event the District decides to implement a layoff due to lack of work and/or lack of funds,  
9 or a reduction in hours or work year or a voluntary demotion in lieu of layoff, affecting unit  
10 members, such action shall be taken in accordance with the requirements of the Education Code  
11 including the issuance of appropriate notice. The effects of an actual layoff and/or reduction of  
12 hours of unit members, including any impact on remaining unit members, shall be subject to  
13 negotiations with the Association. Unit members who have received notification of layoff may  
14 use Personal Necessity or other approved leave to seek other employment.

15 Section 2 - Overtime.

16 A. Definition.

17 Except as otherwise provided herein, all overtime hours as defined in this Section shall  
18 be compensated at a rate of pay equal to time and one-half the regular rate of pay of the unit  
19 member for all work authorized. Overtime is defined to include any time worked in excess of  
20 eight (8) hours in any one (1) day or on any one (1) shift or in excess of forty (40) hours in any  
21 calendar week, whether such hours are worked prior to the commencement of a regularly  
22 assigned starting time or subsequent to the assigned quitting time. All hours worked on any day  
23 other than the five (5) regularly scheduled work days in any work week shall be compensated at  
24 the overtime rate. For purposes of determining what constitutes the sixth and/or seventh days of  
25 the work week, any day in paid status is deemed a work day. Unit members who are assigned to  
26 work overtime and who are also receiving a shift differential pursuant to this Article, shall  
27 receive overtime compensation based on their differential salary rate.

28 All hours worked on holidays designated by this Agreement shall be compensated at

1 one and one-half (1-1/2) times the regular rate of pay in addition to the regular rate of pay for the  
2 holiday. As a net result, a unit member will receive two and one-half (2-1/2) times his/her  
3 regular rate of pay for time worked on a holiday.

4 B. Assigned Overtime.

5 Overtime opportunities shall be distributed and rotated among available qualified unit members  
6 in each department or job site.

7 Exceptions:

8 Campus Supervisors:

9 Overtime opportunities for Campus Supervisors shall be distributed and rotated by  
10 seniority as follows:

11 A. Opportunities generated by Education Center-based Administration shall be  
12 first offered to Middle School, Elementary School, and Nueva Vista High  
13 School Campus Supervisors in order of District-wide seniority. The District  
14 shall designate one (1) person to coordinate the District-wide seniority list(s).

15 B. All school site overtime shall be offered first to the Campus Supervisor(s)  
16 assigned to that site. If insufficient numbers of Campus Supervisors are  
17 available at that site, other Campus Supervisors shall then be contacted, in  
18 seniority order, from the appropriate group list shown below which includes  
19 that site:

20	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>
21	Rubidoux High School	Jurupa Valley High School	Patriot High School
22	Mission Middle School	Mira Loma Middle School	Jurupa Middle School
23	Ina Arbuckle Elementary		Nueva Vista High School
24	Learning Center		

25 C. Seniority lists which are used for the purpose of rotating Campus Supervisor  
26 overtime opportunities shall not be terminated and/or restarted at any time.  
27 Rotation shall occur continuously without regard to commencement or  
28 conclusion of fiscal or calendar years.

1 C. Refusals.

2 If the District offers an overtime assignment to a unit member who refuses such offer, the unit  
3 member shall not be offered overtime work again until the entire rotation of the appropriate list  
4 is exhausted. If overtime assigned to a unit member is canceled, he/she shall be notified at least  
5 two (2) hours prior to the scheduled overtime or shall be compensated for two (2) hours at the  
6 overtime rate. If a unit member who has accepted an offer of overtime fails to appear for the  
7 agreed-upon work or declines agreed-upon work less than two (2) hours prior to the scheduled  
8 overtime, the work may be offered on an emergency basis to available qualified personnel. Each  
9 site shall make note of any refusals of overtime work and the reason(s) for the refusal.

10 Section 3 - Extra Work.

11 A. Definition.

12 Extra days or hours periodically assigned in addition to a unit member's regular work schedule  
13 constitute extra work and shall be distributed and rotated among available qualified unit  
14 members within the classification in each department and/or job site. Extra work is paid at the  
15 normal hourly rate of pay for the classification, and changes to the overtime rate only when the  
16 total time worked exceeds eight (8) hours per day or forty (40) hours per week, or when any  
17 such work is performed on the sixth or seventh day of the unit member's work week.

18 B. Exceptions.

- 19 1. Extra work of five (5) consecutive days or less shall be distributed and rotated among  
20 available qualified unit members in each department or job site.
- 21 2. Instructional Aide opportunities exceeding five (5) consecutive days shall be distributed  
22 on the basis of District-wide seniority in the classification.
- 23 3. Campus Supervisors: Extra work exceeding five (5) consecutive days shall be  
24 distributed and rotated in the same manner as overtime opportunities are processed for  
25 this classification.
- 26 4. Extra work opportunities for clerical staff shall be distributed and rotated to qualified  
27 unit members by department or job site.
- 28 5. The District shall designate one (1) person to coordinate the District-wide seniority lists

1 for Extra Work which exceeds five (5) consecutive work days.

2 C. Upward Adjustment.

3 A unit member who is assigned to work thirty (30) minutes or more per day in excess of his/her  
4 regular part-time assignment for a period of twenty (20) consecutive working days or more shall  
5 have his/her regular assignment adjusted upward to reflect the longer hours. If a part-time  
6 employee's average paid time, excluding overtime, exceeds his average assigned time by 50  
7 minutes or more per working day in any quarter, the hours paid per day for compensable leaves  
8 of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid  
9 per working day in the preceding quarter, excluding overtime.

10 D. Refusal.

11 If the District offers an extra work assignment to a unit member who refuses such offer, the unit  
12 member shall not be offered extra work again until the entire rotation of the appropriate list is  
13 exhausted. No unit member shall be required to accept extra work assignments.

14 E. Compensation and Benefits.

15 A unit member who accepts Extra Work for twenty (20) consecutive days or more shall receive  
16 the same compensation and benefits applicable to that classification, excluding Health and  
17 Welfare benefits, as during the regular work year.

18 Section 4 - Use of Unit Members as Substitute Employees.

19 If the District determines that a unit member will substitute for another unit member within the same  
20 classification, the unit member who performs the substitute work shall be paid at his/her current regular  
21 rate of pay. If the District determines that such substitute work will be provided by unit members, such  
22 work shall be distributed and rotated equitably to unit members within the same classification within the  
23 department or worksite. Such work shall not be subject to the limits described in Section 3, C.

24 Section 5 - Allowances.

25 A. Shift Differential.

26 When one-half (1/2) or more of a unit member's regularly assigned work hours fall after 5:00  
27 p.m., the unit member shall receive a shift differential bonus of five percent (5%) of his/her base  
28 rate of pay for the entire shift.

1     B.     Minimum Call-In Time.

2           Any unit member called in to work on a day when the unit member is not scheduled to work  
3           shall receive a minimum of three (3) hours of pay at the appropriate hourly rate of pay under this  
4           Agreement.

5     C.     Call-Back Time.

6           Any unit member who has gone home after completing his/her regular assignment and was not  
7           previously scheduled to work additional hours that day and is called back to work, shall be  
8           compensated for a minimum of two (2) hours of work at the appropriate rate of pay under this  
9           Agreement.

10    D.     Stand-By Time.

11          On any day that a unit member is scheduled to be available for stand-by, he/she shall receive  
12          forty-five dollars (\$45.00) as compensation for holding himself/herself available. If actually  
13          called in, hours worked will be paid at the appropriate rate or the stand-by allowance, whichever  
14          is greater.

15    E.     Uniform Allowance.

16          The District shall provide each unit member whose assignment requires wearing a uniform as  
17          per Board Policy/Regulation #4257.3, an allowance of thirty-five dollars (\$35.00) per month for  
18          assigned work months. The uniform allowance will be paid in monthly installments as earned in  
19          accordance with CalPERS and CalSTRS requirements.

20    F.     Mileage Reimbursement.

21          Unit members will be reimbursed at the highest rate paid on a mileage basis by the District for  
22          use of their own personal vehicle on District business when authorized by their supervisor.  
23          However, a unit member may choose instead to receive the current Internal Revenue Service  
24          mileage allowance rate. Requests to receive the IRS rate must be made at the same time as the  
25          first claim for reimbursement after each new calendar year. All subsequent claims for that year  
26          will then be reimbursed at the IRS rate. It is understood and agreed that unit member travel  
27          between home and work site is exempt from this provision. This reimbursement shall be  
28          payment in full for all personal vehicle operating, maintenance, repair, insurance and other costs

1 resulting from such use. Unit members required by the District to use their personal vehicle to  
2 provide transportation to more than one (1) work site, resulting from employment in one (1)  
3 position, shall be reimbursed upon request at the rate outlined above. It is understood and agreed  
4 that unit member travel to more than one (1) work site which is the result of employment in  
5 more than one (1) position sought by the unit member shall not be reimbursed. Unit members  
6 shall not be required to utilize their personal vehicles to transport students.

7 G. Overnight Trips.

8 Notwithstanding any other provisions of this Agreement, on an assignment that requires an  
9 overnight stay, the unit member shall not be on paid status between the time he/she is relieved of  
10 duty at the end of one (1) day and the time duty resumes the following day. Lodging and meal  
11 expenses for the unit member will be reimbursed by the District as described in Administrative  
12 Procedure #124.

13 H. Vehicle Unavailability.

14 Whenever a unit member is unable to discharge regularly scheduled duties because of  
15 unavailability of an appropriate District vehicle, he/she shall suffer no loss of wages for the day.  
16 However, the unit member may be assigned to other duties during his/her regularly scheduled  
17 hours.

18 I. Training.

19 When the District requires a unit member to take additional training to maintain or improve job  
20 skills or when training is required by an outside agency to maintain necessary licenses or  
21 certificates, the unit member shall be on paid status for the hours involved, excluding out of class  
22 study hours, and shall be reimbursed for necessary expenses. Prior authorization by the  
23 immediate supervisor is required to qualify under this Section. Voluntary training is excluded  
24 from this Section.

25 J. Physical Exams.

26 In the event the District requires a physical examination (including TB tests) as a condition of  
27 employment or the continuation of employment, the District shall assume the full cost of any  
28 such examination. If impossible to schedule during non-work time, unit members shall be

1 provided with reasonable released time for such a physical exam.

2 K. Instructional Aide/Student Attendant Aide Service to Students Requiring Toileting and Feeding.

3 Where the duties assigned and performed by an Instructional Aide or Student Attendant Aide  
4 include personally helping a student(s) with exceptional needs to use the toilet and/or feeding a  
5 student(s) with exceptional needs, such Instructional Aide or Student Attendant Aide shall  
6 receive a stipend equaling 10% of his/her daily base rate of pay for each day he/she is scheduled  
7 by the Principal or his/her designee to perform such duties. Payment shall apply to the  
8 Instructional Aide's or Student Attendant Aide's entire regular shift, unless the Instructional  
9 Aide or Student Attendant Aide is absent.

10 L. Specialized Training.

11 Unit members who are assigned to provide specialized physical health care service to a  
12 student(s) with exceptional needs shall be provided with the specialized training necessary.  
13 Such training shall be provided by a school nurse or other qualified professional. If training is  
14 conducted during non-duty hours, the unit member shall be compensated at the appropriate rate  
15 of pay.

16 M. Specialized Physical Health Care.

17 Specialized Physical Health Care procedures are specific health care services identified in a  
18 medical protocol that may be performed on a daily basis to ensure the health and well being of a  
19 student with exceptional needs.

20 1. Only unit members who are qualified or trained in accordance with Education Code and  
21 Title V provisions may assist students who require specialized physical health care  
22 services.

23 2. The District shall comply with all Education Code and Title V provisions, so unit  
24 members may work and provide specialized physical health care in a safe, appropriate  
25 environment.

26 3. As required by Government Code Section 825, the District shall defend a unit member  
27 against any claim or action against him/her, for an injury arising out of an act or  
28 omission occurring within the scope of his/her employment as an employee of the



1 District, while implementing the provisions of this section.

2 Section 6 – Transportation.

3 A. General Provisions.

4 The provisions of this Section shall only apply to unit members assigned to the Transportation  
5 Department in the job classifications of Bus Driver and Bus Driver-Special Students. All other  
6 provisions of the Collective Bargaining Agreement also apply to Bus Driver and Bus Driver-  
7 Special Students, unless addressed and modified in this Section.

8 B. Assignment.

9 1. The District shall determine the routes, bus and driver assignments to maintain the  
10 efficiency of the District's operations. Regardless of any other provisions in this  
11 Section, the District shall retain the right to assign any bus or route to any unit member.  
12 All bus routes are subject to change throughout the year.

13 2. Once a year, prior to the beginning of the school year, all routes will be posted at least  
14 forty-eight (48) hours prior to the bidding process. Drivers with the highest seniority as  
15 a Bus Driver or Bus Driver-Special Students will have first choice of routes. Drivers  
16 will be notified in advance regarding the location, date, and time of the bidding. It is  
17 the responsibility of each driver to attend the bid process at the scheduled time. If that  
18 is not possible, a driver will forfeit his/her right to bid, and a route will be assigned by  
19 the District. Extenuating circumstances may arise that need to be determined on a case-  
20 by-case basis. Under these circumstances, the driver may request the Deputy  
21 Superintendent or the Director of Personnel review the reason for the driver's inability  
22 to attend the bid process and authorize the use of a proxy if necessary. Likewise, the  
23 District reserves the right to assign a proxy when necessary as determined by the  
24 Deputy Superintendent or the Director of Personnel. The Deputy Superintendent or  
25 Director of Personnel may require verification of the extenuating circumstance. Any  
26 costs in obtaining this verification will be paid by the driver. The determination of the  
27 District in these cases shall be final. Bidding time is unpaid. Any remaining routes or  
28 routes that become available throughout the school year will be assigned by the District.

1           Only a driver meeting the qualifications required to drive the size and type of vehicle  
2           required for a specific route can bid on said route. Bus Drivers and Bus Drivers-Special  
3           Students can only bid on a route within their job classification.

4           3.    All drivers shall be provided with six (6) hours of work each day (monthly average)  
5           during their regular work year.

6           4.    Work assignments that occur on regular school days (Monday through Friday) shall  
7           first be used to provide drivers with the six (6) hour guarantee, on a monthly average.  
8           Work assignments made to fulfill the six (6) hour guarantee, that occur during a  
9           driver's regular work hours, cannot be declined by the driver.

10          5.    The District may utilize one or more Bus Drivers in a relief capacity. The hours of the  
11          relief driver will remain flexible between 5:30 a.m. and 6:30 p.m. each work day in  
12          order to minimize the need for substitutes and meet the needs of the District. Relief  
13          drivers shall be provided with eight (8) hours of work each day during their regular  
14          work year. A relief driver must be qualified to drive any of the District buses, and must  
15          be mountain-certified. A relief driver may be required to perform related duties, as  
16          assigned.

17          6.    In the event that driver hours are adjusted during the regular work year to exceed the six  
18          (6) hour guarantee on a monthly average, all drivers, on an annual basis shall revert  
19          back to six (6) hours at the beginning of each fiscal year.

20    C.    Extra Work/Overtime.

21          Work shall be distributed and rotated equitably among available qualified drivers within their  
22          job classification, with consideration given to the efficient operations of the District to  
23          minimizing overtime hours and to meeting the six (6) hour guarantee. If a driver declines work  
24          offered, the driver will be charged for the work on the extra work/overtime eligibility roster. If a  
25          driver cancels assigned work within forty-eight (48) hours of the work, the driver will be  
26          charged for the work on the extra work/overtime eligibility roster. If a driver cancels assigned  
27          work within forty-eight (48) hours of the work, two (2) times during a school year, the driver is  
28          removed from the extra work/overtime eligibility roster for sixty (60) calendar days. This roster

will be posted in the transportation staff room for driver review.

1. Any driver who cancels an extra work/overtime assignment within forty-eight (48) hours of the work and provides a doctor's verification of illness (any costs shall be at driver's expense) immediately upon returning to work will be charged for the work on the extra work/overtime eligibility roster, but the cancellation will not count toward the driver's two (2) times during a school year penalty.

2. Other extenuating circumstances may arise that may need to be determined on a case-by-case basis. Under these circumstances, the driver may request the Deputy Superintendent or Director of Personnel review the reason for the cancellation of work. The Deputy Superintendent or Director of Personnel may require verification of the extenuating circumstance. Any costs in obtaining this verification will be paid by the driver. With the exception of #1 above, the determination of the District in these cases shall be final.

D. Saturday, Sunday or Holiday Assignments.

1. Assignments (excluding mountain trips) that occur on Saturday, Sunday or holidays during the school year, shall be distributed and rotated equitably between qualified drivers within each job classification. Available assignments will be posted every Monday (or the first working day of the week) for the upcoming weekend or holiday. The next morning, beginning at 9:15 a.m., drivers shall meet in the transportation staff room and in order of seniority will announce their selection. If drivers will be on assignment or official business during the selection process, they shall notify the Transportation Dispatcher(s) or designee as designated by the District of their selection(s) in priority order before leaving that morning. In all other situations, the driver must be present to participate in the selection process. Selection process time is unpaid. The following week, selection shall resume where it left off, with the next driver on the seniority list.

2. Drivers who are not present the entire work day prior to the assignment for any reason other than official business will forfeit the work opportunity. If a driver cancels a work

1 assignment two (2) times during a school year, the driver will be removed from the  
2 rotation for sixty (60) calendar days. Any driver who cancels a Saturday, Sunday or  
3 Holiday assignment and provides a doctor's verification of illness (any costs shall be at  
4 driver's expense) immediately upon returning to work for the day prior to the  
5 assignment or the day of the assignment, the driver will forfeit the work opportunity,  
6 and the cancellation will not count toward the driver's two (2) times during a school  
7 year penalty.

- 8 3. Other extenuating circumstances may arise that may need to be determined on a case-  
9 by-case basis. Under these circumstances, the driver may request the Deputy  
10 Superintendent or Director of Personnel review the reason for the cancellation of work.  
11 The Deputy Superintendent or Director of Personnel may require verification of the  
12 extenuating circumstance. Any costs in obtaining this verification will be paid by the  
13 driver. With the exception of #2 above, the determination of the District in these cases  
14 shall be final.

15 E. Driver Responsibility.

16 All drivers shall notify the Transportation and Personnel Departments with changes of address  
17 and/or telephone number. Failure to provide this information may result in work not being  
18 offered beyond a driver's minimum guarantee.

19 F. Work During Recess Periods.

20 Opportunities (excluding mountain trips) which occur during designated recess periods for Work  
21 Year F shall be offered as follows: Work normally and customarily performed by Bus Drivers-  
22 Special Students shall be offered first to members of that classification, by seniority. Work  
23 normally and customarily performed by Bus Drivers shall be offered first to members of that  
24 classification, by seniority. If such members are insufficient in number, the work shall then be  
25 offered to qualified members of the other bus driving classification by seniority.

- 26 1. Summer School routes will be established by the District and bid by seniority prior to  
27 the end of each school year. Unlike regular work year assignments, summer school  
28 assignments will not have a daily hour guarantee. Drivers will be paid for the hours

1 worked. The District may add or eliminate summer school routes to accommodate  
2 student loads and scheduling changes, as appropriate and necessary. In the event that a  
3 driver's route is eliminated, the District will make every effort to provide the driver  
4 with work within their current job classification. Seniority lists which are used for the  
5 purpose of assigning summer school shall be terminated at the conclusion of summer  
6 school, and restarted with the most senior member of each classification for the  
7 following year.

8 G. Mountain Trips.

- 9 1. Mountain trip assignments that occur on Saturday, Sunday or holidays during the  
10 school year and during designated recess periods for Work Year F, shall be distributed  
11 and rotated equitably between drivers within each job classification deemed qualified in  
12 all aspects of mountain driving by the District. Available mountain trip assignments  
13 will be posted every Monday (or the first working day of the week) for the upcoming  
14 weekend or holiday. The next morning, beginning at 9:15 a.m., drivers shall meet in  
15 the transportation staff room and in order of seniority will announce their selection. If  
16 drivers will be on assignment or official business during the selection process, they  
17 shall notify the Transportation Dispatcher(s) or designee as designated by the District of  
18 their selection(s) in priority order before leaving that morning. In all other situations,  
19 the driver must be present to participate in the selection process. Selection process time  
20 is unpaid. The following week, selection shall resume where it left off, with the next  
21 driver on the mountain trip seniority list.
- 22 2. Drivers who are not present the entire work day prior to the assignment for any reason  
23 other than official business will forfeit the work opportunity. If a driver cancels a work  
24 assignment two (2) times during a school year, the driver will be removed from the  
25 rotation for sixty (60) calendar days.
- 26 3. The seniority list which is used for the purpose of rotating mountain trip assignments  
27 shall be terminated at the conclusion of each fiscal year and restarted.

28 H. Seniority Lists.

1 All seniority lists which are used for the purpose of rotating work opportunities for Bus Drivers  
2 or Bus Drivers-Special Students shall be terminated at the conclusion of each fiscal year and  
3 restarted with the most senior member of each classification for the following year. The  
4 exception is summer school work (as noted in Section 6, F, 1).

5 I. Allowances.

6 1. Bus Inspection.

7 Drivers shall be provided at the beginning of their shift the following time for  
8 mandatory vehicle inspection:

9 Small Buses (32 passenger capacity or less)	Fifteen (15) minutes
10 Buses (more than 32 passenger capacity)	Twenty (20) minutes

11 2. Bus Upkeep.

12 Drivers shall be allowed the following time for interior vehicle cleaning during their  
13 work day:

14 Small Buses (32 passenger capacity or less)	Five (5) minutes
15 Buses (more than 32 passenger capacity)	Ten (10) minutes

16 Drivers shall use their on-duty "layover" (non-driving) time between school runs and  
17 during any work assignment to perform needed bus cleaning. The District will assign  
18 bus washing duties. A driver may be assigned to wash any District bus or District  
19 vehicle. Any bus or vehicle washing outside a driver's regular work hours must be  
20 authorized by the supervisor or designee, as designated by the District.

21 J. Field Trip Compensation.

22 Unit members in the bus driver classifications, who are assigned field trips, shall be  
23 appropriately compensated for the full duration of their field trip assignment. The field trip  
24 assignment shall begin when the driver leaves the Transportation Department, and shall  
25 conclude when the driver returns to the Transportation Department. In the event that the field  
26 trip assignment requires the unit member to stay overnight, the unit member shall be considered  
27 off duty and on non-paid status from the time that the bus is secured in the evening until the time  
28 the unit member is required to board the bus and resume the field trip assignment on the

1 following day.

2 K. Physical Exams.

3 If as a condition of maintaining a required school bus driver's certificate, it is impossible for the  
4 unit member to schedule a physical examination during non-work time within 6:00 a.m. to 6:00  
5 p.m. work day, the unit member shall be compensated for the examination time. Such an  
6 examination must take place at least two (2) weeks before the validity of the school bus driver's  
7 certificate lapses. Advanced authorization for such an examination is required in order to  
8 receive compensation.

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28 Board Approved 09/11/17

REIMBURSEMENT FOR LOSS, DAMAGE, OR DESTRUCTION OF

PERSONAL PROPERTY

Section 1 - Coverage.

A. Personal Property.

The District shall reimburse a unit member for loss, damage, or destruction to personal property of the unit member such as eyeglasses, hearing aides, dentures, watches, and articles of clothing necessarily worn or carried by the unit member when such damage or loss occurs in the line of duty without being the unit member's fault.

B. Other Personal Property.

The District shall reimburse a unit member for loss, damage, or destruction to other personal property such as cassette recorders, recording tapes and books, or cameras used at the work site only if such use has been authorized in writing in advance by the Assistant Superintendent Business Services and such use is directly related to performing one's job.

C. Vehicles.

Loss or damage to unit member vehicles parked at District facilities or at another assigned work site shall be reimbursed if loss occurs while the unit member is on duty and without being the unit member's fault.

Section 2 - Value.

For reimbursement purposes, the value of property shall be its value as of the time of loss or damage. Loss or damage should be reported to the unit member's supervisor within one (1) workday of the occurrence except where loss or damage involves personal property authorized for use on the job when it shall be reported within two (2) days. For purposes of this Section, a "day" is defined as a day on which a unit member actually reports at his/her regular work site for duty.

Section 3 - Limitations.

Reimbursement is limited to an amount equal to what a reasonable insurance policy deductible would be for the item involved as determined by the average deductible of three (3) major insurance companies selected by the District (currently \$500) whether or not the item involved is insured or the actual



1 deductible amount under unit member's insurance policy, whichever is less. In lieu of a dollar  
2 reimbursement the District may choose to (1) repair damaged personal property or (2) replace lost or  
3 destroyed personal property with similar property of like value.

4 Section 4 - Procedures.

5 Procedural requirements established by the District regarding claims for reimbursement must be fulfilled  
6 prior to receipt of reimbursement. Such requirements may include filing a sheriff's report, completing a  
7 Crime/Vandalism Report, obtaining estimates or quotations, etc. Claims shall be filed within ninety (90)  
8 calendar days from the date of occurrence with the District Business Office. The timeline may be  
9 extended at the discretion of the Assistant Superintendent of Business Services or designee.  
10 Reimbursement shall be made by the District within ten (10) work days of receipt by the District Business  
11 Office of all required information from the unit member and the completion of the procedural  
12 requirements mentioned above.

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28 Board Approved 07/06/09

VACATIONS

Section 1 - Allowance for Full-Time Unit Members.

Vacation is accrued by unit members in accordance with the schedule set forth below. The schedule is premised on a twelve (12) month year and eight (8) hours per day.

Unit members in the first 5 years of employment shall earn thirteen (13) days vacation annually.

Unit members in their 6th through 8th year shall earn sixteen (16) days vacation annually.

Unit members in their 9th year shall earn seventeen (17) days vacation annually.

Unit members in their 10th year shall earn eighteen (18) days vacation annually.

Unit members in their 11th year shall earn nineteen (19) days vacation annually.

Unit members in their 12th year shall earn twenty (20) days vacation annually.

Unit members in their 13th year shall earn twenty-one (21) days vacation annually.

Unit members in their 14th year and thereafter shall earn twenty-two (22) days vacation annually.

Section 2 - Determining Years of Employment.

For purposes of determining years of employment, the first year of employment shall be from initial employment until the first anniversary date as determined by salary step placement. All subsequent years shall be determined in accordance with salary step placement each anniversary date. However, a promotion which results in a reduced step placement on a higher range shall not impair years of service advancement for purposes of determining earned vacation.

Section 3 - Proportional Vacation for Part-Time Employees.

Unit members whose assignment is less than twelve (12) months and/or less than eight (8) hours per day shall earn paid vacation each fiscal year proportional to the full work year. A copy of the computation formula can be obtained in the Business Office and shall be distributed annually.

Section 4 - Computation for a Full Work Year.

A full year is defined as two thousand eighty-eight (2,088) hours based on 21.75 working or holiday days per month which is one hundred seventy-four (174) hours per month. Therefore, total annual hours in regular paid status as related to two thousand eighty-eight (2,088) hours shall determine proportional

1 vacation earnings for unit members assigned less than eight (8) hours daily for twelve (12) months.

2 Section 5 - Use or Payment.

3 Unit members working less than twelve (12) months will be paid annually for their vacation  
4 days in excess of their normally assigned working days. Such payment will be made periodically during  
5 non-work recess periods with the balance paid no later than the 1W pay warrant. This restriction on use  
6 or payment shall not apply to a unit member who requests and otherwise qualifies to receive a donation of  
7 Catastrophic Leave, but must first exhaust all vacation hours.

8 Earned vacation for twelve (12) month unit members will be credited to the unit member's  
9 record at the end of each fiscal year. No unit member may accumulate more than a maximum number of  
10 days of vacation equal to two (2) years of earned vacation as of August 31. However, there shall be no  
11 loss of accrued vacation if the unit member is not permitted by the District to take earned vacation.

12 Twelve (12) month unit members will take their vacation as scheduled and approved by their  
13 immediate supervisor. Vacations will be scheduled at the convenience of the District and as nearly as  
14 possible at the convenience of the unit member. A twelve (12) month unit member who provides his/her  
15 supervisor with written summer vacation date preferences by April 15, shall receive by May 15 a  
16 confirmed summer vacation schedule.

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28 Board Approved 02/16/99

DISCIPLINARY PROCEDURES

Section 1 - Right to Discipline.

The District may impose discipline on a permanent employee in accordance with the terms of this Article consistent with and subject to provisions of the Education Code. For purposes of the procedures set forth herein, discipline is deemed to be suspension without pay for more than three (3) days, involuntary demotion (except layoff), or termination.

Section 2 - Exclusion of Probationary Employees.

The provisions of this Article apply only to permanent employees. Probationary employees are subject to disciplinary action up to and including termination without appeal at the sole discretion of the District.

Section 3 - Remediation Effort.

It is recognized that an effort at remediation should have been made by the District prior to terminating a permanent employee. Examples of such efforts include verbal and/or written warnings, suspension with or without pay, or any other appropriate effort to correct or remediate an employee's unsatisfactory fulfillment of his/her job responsibilities, unsatisfactory attendance or unsatisfactory personal conduct.

It is also recognized and agreed that certain acts and/or omissions by an employee may, by their very nature and/or degree, be serious enough to warrant immediate discipline consistent with Section 5 of this Article. In such situations the District may move to immediately discipline the employee without making any effort at remediation.

Section 4 - Informal Hearing.

A permanent employee may request an informal hearing with his/her immediate supervisor prior to the imposition of discipline by the District. If requested, such a hearing will be held.

Section 5 - Right to Suspend.

The District retains the right to suspend an employee, with or without pay, without warning when the health and/or welfare of the employee, students, the public, or other employees is endangered by the continued presence of the employee, and/or where the employee's presence is a danger to the property of the District or others, and/or in cases of aggravated insubordination. Suspension without pay

1 for causes other than those listed above shall be made only in accordance with the procedures set forth in  
2 this Article. Suspensions shall be made by the Superintendent or his/her designee(s).

3 Any employee charged with the commission of any sex offense as defined in Education Code  
4 Section 44010 or any narcotics offense as defined in Section 44011 of the Education Code by complaint,  
5 information or indictment filed in a court of competent jurisdiction may be suspended as provided for in  
6 Section 45304 of the Education Code.

7 This Article shall not be construed to diminish the District's authority to take disciplinary action  
8 in accordance with the law, including such actions as authorized by Education Code Sections 44010,  
9 44011, and 45304.

10 Section 6 - Causes.

11 Any employee designated as a permanent employee shall be subject to disciplinary action for cause as  
12 prescribed by rule or regulation of the Board of Education. The Board's determination of the sufficiency  
13 of the cause for disciplinary action shall be conclusive. Current causes prescribed by the Board include,  
14 but are not limited to, the following:

15 A. Unsatisfactory attendance, such as:

- 16 1. Repeated absence without notification.
- 17 2. Excessive absence.
- 18 3. Repeated unexcused absence or tardiness.
- 19 4. Abuse of sick leave privilege.
- 20 5. Incarceration which adversely affects job performance.

21 B. Unsatisfactory personal conduct, such as:

- 22 1. Conviction of a crime carrying felony punishment even though such punishment may  
23 not be imposed.
- 24 2. Conviction of any crime involving moral turpitude.
- 25 3. Discourteous, offensive, or abusive conduct or language toward another employee, a  
26 pupil or a member of the public.
- 27 4. Dishonesty.
- 28 5. Reporting to work while intoxicated, possession of an open container of an alcoholic

- 1 beverage on District property, or in a District-owned vehicle, or working while under  
2 the influence of alcohol.
- 3 6. Addiction to the use of narcotics or habit forming drugs or reporting to work or  
4 working while under the influence of a drug which interferes with job performance.
- 5 7. Conviction (or proof of commission) of any sex offense as defined in Education Code  
6 44010, or a conviction (or proof of commission) under Penal Code 261.5.
- 7 8. Conviction (or proof of commission) of any narcotics offense as defined in Education  
8 Code 44011, or a conviction (or proof of commission) under Health and Safety Code  
9 11361.
- 10 9. Falsifying any information supplied to the District including, but not limited to,  
11 information supplied on application forms, employment records, or any District  
12 records.
- 13 10. Altering or falsifying records of the District.
- 14 11. Repeated malingering during the course of a normal working day.
- 15 12. Engaging in political activities while on a work duty status.
- 16 13. Release of personal information concerning any employee or any pupil who is not  
17 his/her own child or ward to any person other than teacher or administrator in the  
18 school which the pupil attends or is enrolling.
- 19 14. Excessive fraternizing with students.
- 20 15. Possession of a deadly or dangerous weapon on school grounds.
- 21 16. Offering anything of value or offering any service in exchange for special treatment in  
22 connection with the employee's job or employment, or accepting anything of value or  
23 any special service in exchange for granting any special treatment to another employee  
24 or to any member of the public. The term "conviction" as used above shall mean  
25 conviction in trial court based upon a plea of guilty or nolo contendere or a finding of  
26 guilty after a court or jury trial.
- 27 C. Unsatisfactory fulfillment of job responsibilities, such as:
- 28 1. Incompetency or inefficiency in the performance of the duties of the position.

- 1           2.       Insubordination (including, but not limited to, refusal to do assigned work).
- 2           3.       Carelessness or negligence in the performance of duty, or in the care and use of District
- 3                 property.
- 4           4.       Misuse or misappropriation of District property.
- 5           5.       Willful violation of the Education Code, Title V of the California Administrative Code,
- 6                 any other code or administrative code of California, or any rules of the Governing
- 7                 Board.
- 8           6.       Denial, suspension, revocation or non-renewal of a license, permit or any other
- 9                 document(s) required by the nature of the position.
- 10          7.       Receipt by the District from the District's insurance carrier of a request in writing for an
- 11                 endorsement excluding the employee from coverage under the District's insurance
- 12                 policy while driving a motor vehicle because of increased risk due to the employee's
- 13                 poor driving record.
- 14          8.       Violation of firearms guidelines for Security Guards.
- 15          9.       Physical inability to perform duties of the assignment.
- 16          10.       Refusal to take a physical examination (at District expense) when requested to do so in
- 17                 writing by direction of the Board of Education.
- 18   D.       Other reasons, such as:
- 19           1.       Advocacy of overthrow of federal, state or local government by force, violence or other
- 20                 unlawful means.
- 21           2.       Membership in the Communist Party.

22   Section 7 - Notification.

23       Employees shall receive written notification of the District's intent to discipline prior to such  
24   action becoming effective in all cases other than those situations set forth above involving the District's  
25   right to suspend. Employees charged solely with incompetency or inefficiency, and who request a formal  
26   hearing, will continue in paid status until a final decision is rendered. Notwithstanding the foregoing, if  
27   an employee requests and is given an extension beyond the hearing date set by the hearing officer, the  
28   employee may be placed in unpaid status effective the day after such hearing date.

1 With the notice of intent to discipline, the employee shall receive notice of the effective date of  
2 the intended action, a statement of the specific acts and/or omissions upon which the proposed  
3 disciplinary action is based, the date by which the employee may respond either orally or in writing, and  
4 copies of documents and other materials which support the proposed action.

5 A. Following the employee's response, if any, a determination will be made by the District as to the  
6 appropriate disciplinary action, if any.

7 B. If the District determines action should be taken, the employee shall receive in person, or be sent  
8 by certified mail, notice of this determination accompanied by notice of the effective date of the  
9 action, a statement of the specific acts and/or omissions upon which the disciplinary action is  
10 based, copies of documents and other materials which support the action, and a statement  
11 advising the employee of the employee's right to a formal hearing wherein the employee shall  
12 have the right either to self-representation or to representation by an Association representative,  
13 or legal counsel.

14 C. If the employee desires a formal hearing, the employee must sign and return a written request for  
15 such within the ten (10) workdays following the personal delivery or mailing of this notice.

16 Failure to comply with these time limits shall result in the employee's waiver of his/her right to a  
17 formal hearing.

18 Section 8 - Formal Hearing.

19 All formal disciplinary hearings shall be held before a hearing officer mutually selected and agreed to by  
20 the parties to this Agreement. The hearing shall be closed unless at the time the hearing is requested by  
21 the employee a written request for an open hearing is submitted to the District. The hearing officer shall  
22 set the time and place of the hearing. The costs of the compensation to the hearing officer and the  
23 reimbursement of the hearing officer's travel and subsistence expenses, as well as the cost of a hearing  
24 room, shall be equally shared by the parties to this Agreement. The following guidelines shall be used in  
25 conducting hearings:

26 A. Oral evidence shall be taken only on oath or affirmation.

27 B. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-  
28 examine opposing witnesses; to recall any witness regardless of which party first called him/her



1 to testify; and to rebut the evidence against him/her. If the accused employee does not testify in  
2 his/her own behalf, s/he may be called and examined as if under cross-examination.

3 C. The hearing need not be conducted according to technical rules relating to evidence and  
4 witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which  
5 responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the  
6 existence of any common law or statutory rule which might make improper the admission of  
7 such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of  
8 supplementing and examining other evidence but shall not be sufficient standing by itself to  
9 support a finding unless it would be admissible over objection in civil actions. The rules of  
10 privilege shall be effective to the extent that they are otherwise required by statute to be  
11 recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.

12 D. The hearing shall be conducted in the English language. The proponent of any testimony to be  
13 offered by a witness who does not speak English proficiently shall provide an interpreter and  
14 bear the cost of the interpreter. Upon completion of the hearing, the hearing officer shall prepare  
15 Findings of Fact and Conclusions of Law that constitute the results of the hearing, and form a  
16 basis for the decision of the Board of Education. The decision of the Board of Education shall  
17 be final.

18 Section 9 - Summary Discipline.

19 A. Summary discipline shall be defined as a suspension without pay for not more than three (3)  
20 days. When practical, such action shall be initiated by written notice from the Deputy  
21 Superintendent.

22 B. Within ten (10) work days of receipt of a summary discipline notice, the unit member shall have  
23 the right to appeal said discipline in writing to the Superintendent or his/her designee. Within  
24 five (5) work days after the response to the appeal referenced above, the unit member shall have  
25 the right to appeal in writing to the Board of Education. The Board may hear the appeal,  
26 designate one (1) of its members to hear the appeal, or designate a hearing officer to hear the  
27 appeal on its behalf. The hearing officer shall not be an employee of the Jurupa Unified School  
28 District. The Board's determination shall be conclusive and final.

- 1 C. It is expressly understood that the application of this Section shall be exclusively for corrective  
2 or remediative purposes. Alleged discriminatory or arbitrary application of this Section shall be  
3 grievable if a grievance is filed prior to an appeal being sent to the Board of Education. The  
4 matter shall not be considered by the Board if a grievance is appropriately filed.
- 5 D. Failure of a unit member to appeal summary discipline shall not prejudice the unit member's  
6 right to defend allegations in subsequent hearings.

7 Section 10 - Non-Grievability.

8 The procedures provided for herein regarding discipline are intended to provide due process and to be  
9 exclusive and, therefore, shall take the place of access to the grievance procedure(s) as set forth in this  
10 Agreement.

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28 Board Approved 02/16/99

COMPLETION OF MEET AND NEGOTIATION

During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. Benefits provided to unit members by written District policies which were in effect on August 1, 1976 and which fall within the scope of negotiations will be continued during the term of this Agreement unless changed by this Agreement.

Nothing in this Article shall preclude the parties from meeting and negotiating for the purpose of arriving at a new or amended Agreement for the following year or years. Nothing contained herein shall preclude reopening of negotiations if the scope of negotiations is expanded by a final decision of PERB or a court having jurisdiction.

Addition to or amendment of this Agreement may be consummated only by mutual consent of the parties.

In the event that new legislation regarding scope of the collective bargaining law becomes effective during the term of this Agreement, both parties agree to meet and negotiate on matters specifically added to the scope.

The failure of the District to insist on strict compliance or performance of any of the terms and conditions in this Agreement shall not be deemed a waiver of any right or remedy the District may have for any subsequent breach or default of such terms and conditions.

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DURATION

Section 1 - Duration.

This Agreement shall remain in full force and effect up to and including June 30, 2020, and thereafter shall continue in effect until superseded by a subsequent Agreement. If either party wishes to modify, amend or add to this Agreement, that party must notify the other party of such intent by March 15, 2018.

Section 2 - Reopeners.

The parties agree to reopen negotiations for the 2018-2019 and 2019-2020 fiscal years on Article 13-Classified Salary Schedule, Applications and Ranges.

The parties further agree that for the duration of this Agreement, to reopen negotiations on Article 15-Health and Welfare Benefits upon the written request of the Association.

Additionally, during the 2018-2019 and 2019-2020 fiscal years either party may select two (2) additional Articles to reopen.

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SUPPORT OF AGREEMENT

Section 1 - Mutual Trust and Respect.

The District and the Association are committed to maintaining a relationship based on mutual trust and respect. The Parties agree that the "interest based" approach to problem solving and negotiations such as that developed by the California Foundation for Improvement of Employee-Employer Relations (CFIER) is a desirable approach for the Parties to use.

Section 2 - Periodic Meetings.

The District and the Association shall continue to meet periodically to discuss items of interest and concern. Such meetings are not intended to impose a duty to bargain on either party during the term of this Agreement or to create a waiver of the duty to bargain otherwise agreed to by the parties.

Section 3 - Mutual Support of Agreement.

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that both parties will support this Agreement for its term and will not appear before the District's Board to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

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SEVERABILITY

Section 1 - Savings Clause.

If during the life of this Agreement, there exists or comes into existence any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining part, parts, or portions which shall remain in full force and effect.

Section 2 - Replacement of Severed Provision.

In the event of suspension or invalidation of any part or portion of this Agreement, 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 part or portion.

//

//

1 ARTICLE 24

2 NOTICE

3 Section 1 - Notice.

4 Whenever provision is made in this Agreement for the giving, serving or delivering of any notice,  
5 statement, or other instrument, the same shall be deemed to have been duly given, served, or delivered,  
6 either upon personally delivering or by mailing the same by United States registered or certified mail  
7 (return receipt requested) to the party entitled thereto at the address as set forth below:

8 DISTRICT: DEPUTY SUPERINTENDENT

9 Personnel Services

10 Jurupa Unified School District

11 4850 Pedley Road

12 Jurupa Valley, CA 92509

13 ASSOCIATION: PRESIDENT, CSEA CHAPTER #392

14 c/o California School Employees Association

15 P.O. Box 33240

16 Riverside, CA 92519

17 Either party may change the address to which notice shall be given by notice sent in accordance  
18 with the provisions of this Article.

19 //

20 //

# APPENDIX



Jurupa Unified School District  
Personnel Services

**CLASSIFIED INVOLUNTARY TRANSFER NOTIFICATION FORM**

Employee Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

**NOTICE OF TRANSFER**

From: \_\_\_\_\_ (Current Site)      To: \_\_\_\_\_ (New Site)      Effective Date: \_\_\_\_\_

Hours From: \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_  
Current Supervisor\_\_\_\_\_  
Deputy Superintendent or Director of Classified Personnel**CSEA-JUSD Contractual Agreement Article 10, Section 3-Involuntary Transfer**

A unit member may be transferred from one (1) position to another in the same classification at the discretion of the District provided that such action shall be taken neither for punitive nor preferential reasons nor be otherwise inconsistent with applicable law. Unit members will be notified of an impending involuntary transfer by use of the Classified Involuntary Transfer Notification Form.

If requested in writing prior to an involuntary transfer, a unit member shall be given written reasons for the impending transfer. Transfers shall not be used as a device to alter the sequence of impending layoff. Transfers shall not change the unit member's anniversary date, accumulated vacation credit, or in any other manner reflect adversely upon his/her rights.

Unit members shall receive a minimum of five (5) days notice prior to the effective date of their involuntary transfer unless there is mutual consent between the District and Association for an immediate transfer. Upon written request of the unit member, a conference will be held with the unit member, his/her chosen representative, and the appropriate supervisor to discuss the transfer.

I request written reasons for the impending transfer.      Yes \_\_\_\_\_      No \_\_\_\_\_

I request a conference.      Yes \_\_\_\_\_      No \_\_\_\_\_

Comments:

\_\_\_\_\_  
Employee Signature\_\_\_\_\_  
Date

Distribution:    Personnel  
                     Employee  
                     Supervisor  
                     CSEA Chapter #392

**CATASTROPHIC LEAVE**  
**CLASSIFIED EMPLOYEES**

Section 1 – Eligibility. A unit member who suffers from a catastrophic injury or illness that is expected to incapacitate the unit member for an extended period of time (more than ten days), or who is required to take time off from work to provide care for an immediate family member who suffers from a catastrophic injury or illness, shall be eligible to receive Catastrophic Leave (donated sick leave) subject to the restrictions and conditions outlined below.

- A. The unit member to receive donated sick leave must have exhausted all entitlement to sick leave or any other form of paid leave and must be on unpaid status. He/she must be in a true catastrophic condition.
- B. The unit member must be a permanent, not probationary, employee.

Section 2 – Purpose. The sole purpose of this leave is to provide an infusion of monetary support. The purpose of the leave is not to extend leave timelines, increase entitlement to health and welfare benefits, or to supplement or enhance any related benefit.

Section 3 – Sick Leave Bank. Unit members may donate accumulated sick leave (as opposed to “advanced”) to a Sick Leave Bank. This donation shall be irrevocable. In order to make a donation a unit member must file a “Sick Leave Bank Deposit Form” in the payroll department of the Business Office. This form shall be developed and approved by the District. The payroll department staff shall then deduct the specified sick leave and deposit it in the Sick Leave Bank. Donations to the Sick Leave Bank shall be from prior years’ accumulations and shall not be donated to a specific unit member.

- A. The sick leave donor may not donate sick leave that would cause his/her personal accrued sick leave balance to fall below ten (10) days.
- B. Donated sick leave may not be used for industrial illness or injury absences.
- C. Donations to the Bank will be made in full or half-day increments. Withdrawals will also be made in full or half-days.

Section 4 – Requests for Sick Leave Donation. A unit member who meets the eligibility requirements for Catastrophic Leave may request donation of sick leave from the Sick Leave Bank by submitting a “Sick Leave Bank Request for Donation Form” to the payroll department in the Business Office. The request shall clearly specify the circumstances of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or

injury must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested.

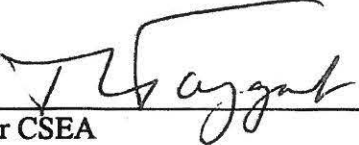
- A. A committee consisting of one District representative and two representatives appointed by the Association President shall be established each fiscal year. One member shall be selected as chairperson, another shall serve as recorder. Minutes shall be kept. The committee shall consider all requests for sick leave donation. The committee may grant, partially grant, or reject a request. Decisions shall require a majority vote. The decision of the committee is final and not grievable. A written copy of the committee's decision shall be provided to the payroll department so that the sick leave can be transferred from the Sick Leave Bank to the member's account, if necessary. Donated sick leave will not be applied retroactive to the current available pay period.
- B. The maximum number of sick days that the committee can approve for use by a unit member shall not exceed ninety (90) per individual per catastrophe. Unused sick leave shall be returned to the Sick Leave Bank.
- C. A unit member who uses a donated sick leave day shall be paid at his/her regular daily rate. No distinction shall be made as to the differing pay rates of the donors or recipients.
- D. A unit member may not receive the benefits of this leave while receiving monies from Workers' Compensation.
- E. Each year the Business Office shall provide the Association with a statement of the number of days in the Bank as of September 1 of that year and the number of days used in the previous fiscal year.


Effective: April 12, 1993

APPENDIX C

MEMORANDUM OF AGREEMENT  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
JURUPA UNIFIED SCHOOL DISTRICT

The Parties agree that the attached Memorandum of Agreement signed 9/14/04 concerning salary parity shall be extended through the duration of this Agreement.

  
\_\_\_\_\_  
For CSEA

  
\_\_\_\_\_  
For the District

12-11-06  
Date

12-11-06  
Date

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
JURUPA UNIFIED SCHOOL DISTRICT

The intent of this memorandum is to maintain salary parity between employee groups (classified, certificated, confidential, management and administrative).

Because of the impact of the State financial crisis on the District budget, the Parties recognize that the District was not in a financial position to offer a comparable salary increase to the Classified Bargaining Unit for the 2002-2003 fiscal year.

The Parties acknowledge however that another employee group received a salary increase for the 2002-03 fiscal year equivalent to a 2% salary increase effective February 1, 2003. Accordingly, the Jurupa Unified School District and California School Employees Association have agreed to satisfy the terms of the Memorandum of Understanding dated July 10, 2003 by the following: The Jurupa Unified School District and California School Employees Association have agreed to a classified employee salary increase of 2% with 1% effective July 1, 2002 and another 1% increase effective July 1, 2003.

The Parties further agree that if any other employee group who received a salary increase for the 2002-2003 fiscal year, receives another salary increase on or off schedule during the duration of this 2002 successor agreement, CSEA unit members shall receive an equivalent salary increase. However, the Parties agree that any contract modification that is made in an agreement with the other employee group to offset the cost of any salary enhancement shall be deducted when calculating the salary percentage increase for CSEA unit members.

Furthermore, it is understood that if the management and/or confidential employee group(s), receive a different salary percent increase on or off schedule during the duration of this 2002 successor agreement, CSEA unit members shall receive the equivalent of any larger percent increase.

Diana Strona,  
For CSEA *President*  
#392  
09/14/04  
Date

*[Signature]*  
For the District  
09/14/04  
Date

APPENDIX D

MEMORANDUM OF AGREEMENT  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
JURUPA UNIFIED SCHOOL DISTRICT

The Parties agree that the attached Memorandum of Agreement signed 7/10/03 concerning parity of unit member benefit allowances shall be extended through the duration of this Agreement.

  
\_\_\_\_\_  
For CSEA

  
\_\_\_\_\_  
For the District

12-11-06  
\_\_\_\_\_  
Date

12-11-06  
\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND  
JURUPA UNIFIED SCHOOL DISTRICT

For the 2002-2003 fiscal year, if the District pays to offset increased insurance rates for any employee group above the \$4700 District contribution per full time employee, the Parties agree to extend similar benefit to the Classified Bargaining Unit by use of the following formula.

Any overage amount will be determined on June 30, 2003 or upon Board ratification of agreements with all other employee groups for the 2002-2003 fiscal year, whichever is later. The overage will then be divided by the number of Full Time Equivalent (FTE) employees within that employee group who were hired on or before June 30, 2003, and the resulting amount per FTE will be multiplied by the number of qualifying classified bargaining unit members on a pro-rated basis, pursuant to the Collective Bargaining Agreement. The resulting amount will be held in a CSEA Health and Welfare benefit account to be used beginning July 1, 2003 for qualified unit members as defined by the Collective Bargaining Agreement.

The Parties further agree that if another employee group receives a negotiated increase in unit member allowance during the duration of the 2002 Successor Agreement, CSEA unit members shall receive equivalent increases on a pro-rated basis per the formula described above, pursuant to the Collective Bargaining Agreement.

Diana Strona  
For CSEA

Ally French  
For the District

07/10/03  
Date

7/10/03  
Date

Memorandum of Understanding  
Between  
California School Employees Association Jurupa 392  
And  
Jurupa Unified School District

The Parties acknowledge that on April 2, 2012, the Jurupa Unified School District Board of Education eliminated secondary (middle and high school) home-to-school transportation and increased the walking distance for elementary students to two (2) miles.

The Parties agree to the following adjustments to Article 16, Hours, Overtime, Extra Work and Allowances, Section 6-Transportation, B-Assignment, of the Collective Bargaining Agreement as follows:

3. All Bus Drivers-Special Students shall be provided with six (6) hours of work each day (monthly average) and all Bus Drivers shall be provided with four (4) hours of work each day (monthly average) during their regular work year.
4. Work assignments that occur on regular school days (Monday through Friday) shall first be used to provide Bus Drivers-Special Students with the six (6) hour guarantee and Bus Drivers with the four (4) hour guarantee, on a monthly average. Work assignments made to fulfill the six (6) hour guarantee for Bus Drivers-Special Students and the four (4) hour guarantee for Bus Drivers that occur during a driver's regular work hours, cannot be declined by the driver.
6. In the event that driver hours are adjusted during the regular work year to exceed the six (6) hour guarantee for Bus Drivers-Special Students and the four (4) hour guarantee for Bus Drivers on a monthly average, on an annual basis all Bus Drivers-Special Students shall revert back to six (6) hours and all Bus Drivers shall revert back to four (4) hours at the beginning of each fiscal year.

The Parties agree to the following adjustments to Article 16, Hours, Overtime, Extra Work and Allowances, Section 6-Transportation, C-Extra Work/Overtime, of the Collective Bargaining Agreement as follows:

Work shall be distributed and rotated equitably among available qualified drivers within their job classification, with consideration given to the efficient operations of the District to minimizing overtime hours and to meeting the six (6) hour guarantee for Bus Drivers-Special Students and four (4) hour guarantee for Bus Drivers. If a driver declines work offered, the driver will be charged for the work on the extra work/overtime eligibility roster. If a driver cancels assigned work within forty-eight (48) hours of the work, the driver will be charged for the work on the extra work/overtime eligibility roster. If a driver cancels assigned work within forty-eight (48) hours of the work, two (2) times during a school year, the driver is removed from the extra work/overtime eligibility roster for sixty (60) calendar days. This roster will be posted in the transportation staff room for driver review.

The Parties agree that the aforementioned adjustments to Article 16 shall continue in effect until the District restores regular education secondary home-to-school transportation with the exception of safety stops.

Diana Strona  
For CSEA

04-11-2012  
Date

Camara E. Big  
For the District  
April 11, 2012  
Date





Memorandum of Understanding  
Between  
California School Employees Association Jurupa 392  
And  
Jurupa Unified School District



This Memorandum of Understanding (MOU) is entered into this 17<sup>th</sup> day of April by and between the California School Employees Association and its Jurupa Chapter 392 ("Association") and the Jurupa Unified School District ("District") (collectively "Parties") to settle negotiations for the 2014-15 school year.

The Parties agree to the following:

- The Parties agree to increase the Classified Salary Schedule by 3% effective July 1, 2014.
- The Parties agree to add a Step F to the Classified Salary Schedule effective July 1, 2014. The percentage amount from Step E to Step F shall be approximately 2.5%. Unit members who are currently on Step E as of June 30, 2014, shall move to Step F effective July 1, 2014.
- The Parties agree to an ongoing increase to the health and welfare cap to \$8,565 effective July 1, 2014.
- The Parties agree that monies will be distributed from the Classified Health and Welfare Pool reserves to help offset rising medical costs, for eligible unit members in the 2014-2015 fiscal year.
  - Health and welfare eligible employees will receive a one-time distribution of \$700 per full time employee for the 2014-15 fiscal year in approximately October 2014.
  - The 2014-15 health and welfare benefit distribution will be pro-rated to eligible unit members whose employment is regularly less than eight (8) hours per day.
  - All terms and conditions will apply in accordance with the Collective Bargaining Agreement.
  - In order to accommodate the \$700 per full time employee, the Parties agree that the Classified Health and Welfare Pool will be charged for this one-time increase in the health and welfare benefit distribution (approximately \$457,000 plus fixed charges incurred by the District).

*R. Strona*  
04/17/14

*04-17-14*

- The Parties agree that this Agreement shall be effective July 1, 2014 through June 30, 2017. Reopeners for the 2015-2016 and the 2016-2017 school years shall include Article 13-Classified Salary Schedule, Applications and Ranges and Article 15-Health and Welfare Benefits and up to two (2) additional articles selected by each Party.
- The District agrees to increase hours commencing with the 2014-2015 school year to the following classifications:

<u>Classification</u>	<u>Current Hours</u>	<u>Increased Hours</u>	<u>Total Hours</u>
Instructional Aide (79 positions)	2.5	.5	3.0
Elementary Media Center Clerk & NVHS (16 positions)	5.0	3.0	8.0
Elementary Media Center Clerk & NVHS (1 position)	3.0	3.0	6.0
Library Technician (5 positions)	7.0	1.0	8.0
Career Center Clerk (1 position)	6.0	2.0	8.0

- The District agrees to add five (5) positions (3 hours each) of Health Care Aide to school sites that are not currently staffed with a Health Care Aide.

#### Contingency Language

This MOU is contingent on the LCFF gap funding remaining at the projected 28% and LCFF regulations maintaining the current level of fiscal flexibility for the 2014-2015 school year. The Parties agree that if this contingency is not met, we will meet and negotiate.

The Agreement is subject to ratification by the CSEA 392 membership and approval by the Jurupa Unified School District Board of Education.

Diana Strona  
For CSEA

04-17-14  
Date

Camara E. Big  
For the District

4-17-14  
Date