

CLASSIFIED

BARGAINING UNIT AGREEMENT

FOR 2013 - June 30, 2015



RIVERSIDE UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its Riverside Chapter 506

**2013 – June 30, 2015
AGREEMENT**

FOR

***CLASSIFIED BARGAINING UNIT*
RIVERSIDE UNIFIED SCHOOL DISTRICT**

AND

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and
its Riverside Chapter 506**

Published by the

Riverside Unified School District

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(951) 788-7135

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March 2013


AGREEMENT

THIS AGREEMENT is entered into this 20th day of March, 2013, between the Riverside Unified School District (hereinafter "District") and the California School Employees Association and its Riverside Chapter 506 (hereinafter "CSEA").


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 20th day of March 2013.

RIVERSIDE UNIFIED SCHOOL DISTRICT
EMPLOYEES


CALIFORNIA SCHOOL
ASSOCIATION




Gayle Cloud, President
Board of Education




Richard P. Carpenter, Jr.
President




Rick Miller, Ph.D.
District Superintendent



Lynn Thompson
Labor Relations Representative




Michael H. Fine, Deputy Superintendent
Business Services & Governmental Relations



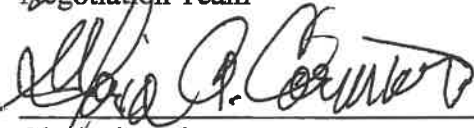
Tim Wooten
Negotiation Team




Susan Mills, Assistant Superintendent
Human Resources



Joe Baglio
Negotiation Team



Gloria Cormier
Chief Job Steward



Colleen Hairston
Secretary

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ARTICLE I
RECOGNITION

- 1.0 Acknowledgement: The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. In the event the District hereafter creates a new classified job classification or substantially changes the duties of a current bargaining unit position, the District shall so notify CSEA. The parties shall thereafter meet and consult with regard to whether or not such position is to be included within the Bargaining Unit. If the parties cannot agree thereupon, either party, or both parties jointly, may petition the Public Employment Relations Board for a Unit Clarification procedure. If the parties agree that the position is to be included within the Bargaining Unit, they shall thereafter meet and negotiate the rate of pay to be assigned to the position. If the parties cannot agree thereupon, they shall jointly declare Impasse to the Public Employment Relations Board and seek mediation and/or fact finding, as appropriate in accordance with applicable law.
- 1.1 Board of Education: The CSEA recognizes the Board of Education as the duly elected trustees of the Riverside Unified School District and agrees to negotiate exclusively with the representatives selected by the Board of Education.
- 1.2 When used hereinafter the word “unit member” shall mean employees within the unit covered hereby unless otherwise stated.

ARTICLE II
DISTRICT RIGHTS

2.0 It is agreed that the District retains all of its power of direction, management and control to the full extent of the law. Included in these powers are the exclusive rights to (a) determine its organization; (b) direct the work of its employees; (c) determine the hours of District operations; (d) determine the kinds and levels of service to be provided, as well as the methods and means of providing them; (e) establish its educational policies, goals and objectives; (f) determine staffing patterns; (g) determine the number and kinds of personnel required; (h) maintain the efficiency of District operations; (i) determine District curriculum; (j) design, build, move or modify facilities; (k) establish budget procedures and determine budgetary allocation; (l) determine the methods of raising revenue; (m) contract out work within the limits of law, or (n) take action on any matter in the event of an emergency. In addition, the District Board retains the right to hire, classify, assign, evaluate, promote, demote, terminate, and discipline unit members. The recital in no way limits other District powers as granted by law.

2.1 The exercise of the foregoing powers of direction, management, and control by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement, and then only to the extent such specific and express terms are not contrary to law.

2.2 The District retains its right to amend, modify, or suspend any provision of this Agreement in cases of emergency for the reasonable period of time required by the emergency. An emergency is a serious event, or combination of circumstances beyond the control of the District which requires immediate action or remedy such as an act of God or natural disaster, fire, epidemic, or other similar occurrences.

In the event of any amendment, modification, or suspension the District agrees to meet and negotiate as soon as is practicable upon demand by the CSEA with regard to such action, the duration thereof, and an interim or permanent successor provision. Emergencies shall not be declared capriciously or arbitrarily.

ARTICLE III

ORGANIZATIONAL RIGHTS

- 3.0 Access: The parties agree that the CSEA Labor Relations Representative employed by the CSEA to advise Chapter 506 shall have reasonable access to unit members during working hours when urgent circumstances make it impractical to see such unit members at other times and when prior notice is given to the unit member's supervisor. Such meetings shall not cause the unit member involved to miss more than thirty (30) minutes of work time in any one day. The CSEA shall make every reasonable effort to conduct its business during unit member lunch breaks or before or after working hours.

If the District provides an annual New Employee Orientation, CSEA will be afforded the opportunity to speak to the new members about the benefits of CSEA and answer any questions they may have.

- 3.1 Communications: The CSEA shall have the exclusive use of a bulletin board at each work site approximately four (4) feet by four (4) feet, in locations convenient to all unit members. The CSEA shall have the right to use the District's mail service and unit member mailboxes for the dissemination of information concerning CSEA business, provided that, given any general distribution, a courtesy copy to the Assistant Superintendent, Human Resources, will be included with such distribution. The CSEA president and/or designees shall have the right to send communication (via district email) to all unit members. All postings for bulletin boards or items for school mailboxes must contain the identification of the CSEA and, if appropriate, the date of removal.

- 3.2 Use of District Facilities: The District authorizes the CSEA to use the District's facilities and buildings at times other than normal working hours and hours of student instruction in accordance with District policies as long as the CSEA submits the appropriate Civic Center Act form to the immediate supervisor of the facility or building. In emergencies the District may authorize the CSEA to use the District's facilities and buildings during normal working hours as long as the CSEA declares, in writing, that the use of such facilities and buildings constitutes an emergency and as long as the use of such buildings and facilities does not interfere with the instructional program.

- 3.2.1 The immediate supervisor of the facility or building may grant the CSEA use of District equipment as long as such use is in accordance with the procedures

provided for in the Civic Center Act and as long as the use of such equipment does not interfere with the normal student instruction or work production in the District. The CSEA shall pay for the cost of all materials and supplies incident to each use.

3.2.2 The CSEA agrees to leave facilities, buildings and/or equipment used in a clean and orderly condition.

3.2.3 No equipment may be removed from school property, and the CSEA will pay for any loss or damage of equipment resulting from CSEA use thereof.

3.3 Bargaining Unit Information: On or about each September 1, the District shall provide the CSEA with a seniority list. The District shall provide the CSEA, on or before November 15 of each year, a list of unit members, their home addresses, designated worksites, and salary classifications. The District also shall provide the CSEA, within a week following each meeting of the Board of Education, a copy of the routine personnel actions that affect unit members covered by this Agreement. Furthermore, the District shall send the CSEA president a Board of Education agenda prior to each Board of Education meeting, accompanied by the unapproved draft of the minutes of previous meetings. In addition, the District shall provide the CSEA with three (3) copies of the tentative budget and three (3) copies of the adopted budget whenever these documents become a matter of public record.

3.3.1 Right to Review Documents: The CSEA shall have the right to review those District documents which are open by law to public inspection provided that such review occurs during business hours and is scheduled at the mutual convenience of the CSEA and the District representatives.

3.4 Restriction on Negotiations and Agreements: The District shall not conduct any negotiations with any organization that claims to represent the employer-employee relations interest of unit members previously defined by unit determination procedures to be exclusively represented by the CSEA. In turn, the CSEA agrees its representatives shall conduct negotiations on employer-employee relations exclusively with the District representatives appointed by the Board of Education.

3.5 Distribution of Contract: Within thirty (30) days after the execution of this contract, the District shall print or duplicate and provide, without charge, a copy of this contract to the CSEA for every unit member in the bargaining unit. Any unit member who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment.

Mutually agreed to addendums to this Agreement shall be sent to each unit member through the school mail by the District. In addition to the copies provided for above, the District shall provide to the CSEA one hundred (100) copies of this agreement and/or any subsequent addendums.

3.6 CSEA Leave: The District shall allow paid leave for all delegates (up to the maximum number of delegates allowed by CSEA State formula) to use for state conference attendance. CSEA may purchase up to an additional thirty (30) days for conducting other business pertinent to the CSEA . The District shall charge the CSEA minimum wage for each hour of leave purchased. Users of this leave shall be excused upon providing written notice of their intent to be absent through use of the appropriate District form. Such notice must be presented by the unit member to the unit member's immediate supervisor at least two (2) workdays before the leave commences. This leave shall be charged in units not less than four (4) hours, the equivalent of one-half (1/2) day.

3.7 Release Time Member:

A. CSEA Chapter #506 shall be allowed one member to be chosen at the Chapter's discretion, to be released from his or her regular duties to the District for the elected term of one year as determined by Chapter #506. The position will be a twelve (12) months, eight (8) hours per day position. The Release Time Member shall be responsible for handling grievances, disciplinary meetings and working with member concerns. The District shall utilize this person as needed; however, if there is a conflict in scheduling of the Release Time Member, the District shall either re-schedule the meeting or call upon another Certified Job Steward (not a CSEA Site Representative) as needed. CSEA Chapter #506 shall provide a list of Certified Job Stewards to the Human Resources Department upon request.

B. The CSEA Release Time Member shall be contracted for a twelve (12) months, eight (8) hours work year. After the CSEA Chapter #506 elections in January, the CSEA elected Release Time Member will submit a tentative work schedule for the calendar year. The calendar shall be submitted to the Assistant Superintendent in Human Resources or his or her designee by February 1. All absences will be reported to the Assistant Superintendent of Human Resources. When the Release Time Member is a ten (10) months or eleven (11) months employee and they return back to their former position after serving in this role, they will receive the rate of pay and work year assigned to that position at the time of their return.

C. The Release Time Member shall be paid in the usual manner as if he or she were a regular employee of the District and shall suffer no reduction in salary, step, fringe, or other benefits. The Release Time Member shall be guaranteed the right to return to the classification occupied before election if said position would have been available in the normal course of events. This would be subject to the layoff provisions of Article 15.

D. The Release Time Member shall be compensated at his/her daily rate of pay as set forth in Appendix A1-B of the Bargaining Unit Agreement. The District will pay for 3/4th of the compensation for the Release Time Member and CSEA Chapter #506 will pay 1/4th of the compensation for the Release Time Member. CSEA Chapter #506 will reimburse the District semi-annually. The Release Time Member will receive full Public Employees Retirement System (PERS) service credit for all contracted workdays to the extent permitted by law and PERS. CSEA Chapter #506 shall reimburse the District for any overtime payment accrued by the Release Time Member.

3.8 Budget Committee Representation: In the event the District forms a District-wide Budget Advisory Committee, CSEA shall not have less representation than any other employee organization.

3.9 Calendar Committee Representation: If the District convenes a Calendar Committee, CSEA shall not have less representation than any other group.

ARTICLE IV
CONCERTED ACTIVITIES

4.0 CSEA Obligations: It is agreed and understood that CSEA will not engage in, instigate, or in any way encourage a strike, work stoppage, sickout, similar concerted action or other such interference with the operations of the District by CSEA or by its officers or agents or by unit members covered hereby during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity.

The CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Article and to make every reasonable effort toward inducing all unit members to do so. In the event of a strike, work stoppage, sickout, similar concerted action, or other such interference with the operations of the District by unit members who are represented by the CSEA, the CSEA agrees, in good faith, to take all reasonably necessary steps to induce those unit members to cease such action.

4.1 Violation: It is agreed and understood that any unit member violating this Article may be subject to the disciplinary provisions of this Agreement.

4.2 Breach of Agreement: In the event this Article is violated, the District reserves the right to take such legal action as it deems appropriate.

4.3 District Obligations: During the term of this Agreement or any extension thereof, the District agrees that it will not lock out its unit members.

ARTICLE V

ORGANIZATIONAL SECURITY

- 5.0 The provisions of this Article are intended to protect the rights of individual unit members without restricting the CSEA's right to require every unit member, except those exempt from these provisions identified in Section 5.3, to pay a fair share of the cost of collective bargaining activities.
- 5.1 All unit members who do not maintain membership in good standing in CSEA (pay dues to CSEA) are required, as a condition of continued employment, to pay service fees to CSEA or as authorized by CSEA in Section 5.3 of this Article, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
- 5.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period following the pay period in which the request for dues deduction, or change thereof, was made.
- 5.3 Religious Objection: Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such unit member shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
- a. Alternatives to Domestic Violence
 - b. Riverside Educational Enrichment Foundation (REEF)
 - c. The Emergency Shelter and Help Line of Riverside
- 5.3.1 Any unit member claiming this religious exemption must file a written request for exemption with CSEA Headquarters. If the request is granted by CSEA Headquarters, the unit member shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA Headquarters with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

- 5.4 Dues and Service Fee Deductions: CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District for unit members.
- 5.4.1 The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all workers who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the District. Such authorizations shall remain in effect until expressly revoked in writing by the unit member.
- 5.4.1.1 The District shall notify the CSEA chapter treasurer if any unit member revokes dues, service fee or payment in lieu of service fee deduction authorization.
- 5.4.1.2 Unit members shall have withheld from each month's salary, beginning with each unit member's first full calendar month of employment, either the dues or service fees established by CSEA.
- 5.4.1.3 Unit members terminating employment with the District shall have the full monthly dues or fees withheld if they were on paid status for half the workdays in the month. No fees or dues shall be withheld in the final month of employment if the terminating unit member is on paid status fewer than half the workdays of the month.
- 5.4.2 The District shall, without charge, promptly pay to CSEA all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of workers whose requests for religious exemption have been approved by CSEA Headquarters pursuant to this agreement.
- 5.4.3 Along with each monthly payment, CSEA shall receive, without charge, an alphabetical list of all unit members, identifying them by name, employee number, and indicating the amount deducted, if any.
- 5.4.4 The District shall deduct and pay to CSEA service fees for each unit member who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the District that the unit member is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.

5.5 Hold Harmless: CSEA agrees to hold harmless, and indemnify and defend the District from any and all liability arising out of any monies paid by the District to the CSEA pursuant to this Article.

ARTICLE VI

NONDISCRIMINATION

- 6.0 Nondiscrimination: The District shall not unlawfully discriminate against any unit member on the basis of race, color, ancestry, religious creed, national origin, sex, disability (as defined in the "American Disabilities Act"), medical condition, pregnancy, age, or membership or participation in legal CSEA activities.
- 6.1 Remedy: Violations of this Article shall not be subject to the grievance procedures of this Agreement except where no other administrative remedy exists.
- 6.2 The CSEA shall have equal representation on any committee/panel (disability review) as required by the "American Disabilities Act."

ARTICLE VII
PAY AND ALLOWANCES

7.0 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as a part of this Agreement. Step increases shall be annually implemented on July 1. Bargaining unit members hired or promoted on or after February 1 shall not receive a step increase until July 1 of the following calendar year.

7.0.1 If other employees receive a compensation increase during the term of this agreement, which exceeds the percentage increases contained within this agreement, the difference shall be paid to unit members, following meeting(s) between the parties to determine the basis for the distribution. The intent of this section is to maintain compensation parity between CSEA unit members and other District employees. (Reclassifications do not invoke this section.)

7.1 Pay Warrants: All regular pay warrants of unit members shall be itemized to include all deductions and overtime. Effective thirty (30) calendar days or the first day of the month following ratification of this Agreement whichever is later, all new bargaining unit members hired after the effective date of this Agreement who are paid monthly shall have their pay warrant electronically deposited into the financial institution designated by the unit member. The District agrees to hold harmless, and indemnify and defend CSEA from any and all liability arising out of disputes by unit members regarding mandatory electronically deposited pay warrants.

Effective July 1, 2003, all classified bargaining unit employees with a work year of ten months or less who are paid monthly will be paid one tenth of their yearly salary for ten months beginning in the first month they work and ending in the last month in which they work. If the first month of work has five or less workdays the first tenthly pay will start the following month. If the employee is working more than five days in the first month, the employee with a work year of 10 months will be paid one eleventh of their yearly salary for eleven months and the employee with a work year less than 10 months will be paid one tenth of their yearly salary for 10 months.

Classified bargaining unit members paid twelfthly and subsequently who change work years to less than twelve (12) months may request a twelfthly pay cycle for a period of one complete school year following the work year change. Bargaining unit members

must have completed at least three (3) continuous years in a permanent paid status in order to qualify for this benefit.

7.2 Frequency - Monthly: Effective July 1, 1999, unit members who are assigned to work four (4) or more hours per day will be paid once a month payable on the last working day of the month. If the normal day of pay falls on a holiday, the pay warrant will be issued on the preceding workday.

7.2.1 Frequency - Twice Monthly: Unit members who work less than four (4) hours per day shall be paid eight (8) working days after the tenth (10) and twenty-fifth (25) calendar day of the working month.

7.3 Payroll Errors: Any payroll error resulting in insufficient payment for a unit member in the bargaining unit shall be corrected, and a supplemental warrant issued, not later than five (5) working days after the unit member provides notice to the Payroll Department. In the event a payroll error results in an excess payment to a unit member, the District will meet with the employee to establish a repayment schedule. Failure to reach a mutual agreement the unit member shall be required to refund the excess to the District within the same amount of time as the overpayment was caused.

7.4 Lost Pay Warrants: Any pay warrant for a unit member in the bargaining unit which is lost after receipt or which has not been delivered within five (5) days of mailing, if mailed, shall be replaced not later than thirteen (13) days from the date of issue of the lost warrant, provided that the unit member has completed and signed a "Lost Warrant Affidavit" within ten (10) days of the date of issue. If more than ten (10) days have elapsed since the date of issue, the lost warrant will be replaced three (3) days after the "Lost Warrant Affidavit" is completed and signed.

7.5 Mileage: Unit members specifically authorized to use their personal cars in fulfilling a specific work assignment shall be reimbursed at the per mile rate the District is paying to other District employees not in the bargaining unit (but not less than the amount allowed for by the IRS). It is understood and agreed that unit member travel between home and worksite is exempt from this provision. It is further understood and agreed that this reimbursement shall be payment in full for all car operating, maintenance, repair, and insurance costs resulting from such use.

7.5.1 The District accounting office shall, as soon as reasonable, submit to the County valid unit member requests for mileage reimbursement, but in no event, later than ten (10) workdays after receipt.

- 7.6 Meals: Any unit member in the bargaining unit who, as a result of work assignment, must have meals outside the boundaries of the District shall be reimbursed for the full cost of the meal, subject to rules and regulations established by the District in relation to authorization for and payment of such reimbursement, and provided that the unit member submits a receipt showing the cost of the meal with the regular District expense claim. Unit members shall receive reimbursement for meals and other work related expenses at the same rates established by the Board of Education for all District employees.
- 7.7 Lodging: Any unit member in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging, up to amount approved on Conference Attendance Form.
- 7.8 Stability Pay: Stability pay is paid annually in addition to regular pay. It is a reward to unit members for continued service in the District. A unit member is eligible after he/she has completed five (5) years of continuous service. Stability pay is calculated by multiplying $1/4$ by 1% x Base Monthly Salary (not to exceed current base) x Number of Months worked yearly x Total Number of Years of Continuous Service. The maximum Base Monthly Salary shall be increased to two thousand dollars (\$2,000) on July 1, 1992.
- 7.8.1 Years of eligibility will be determined on the same basis as for step placement on the salary scale; a unit member must have been employed prior to February 1 to have that fiscal year count as a year of service. A break in service will result in a new beginning date for stability pay. Paid leaves of absence will not be considered as breaks in service. Time on unpaid leave, except military leave, will not be counted as time in service for stability pay. If a unit member retires, resigns, or is deceased prior to June 30 of the school year, his/her stability pay will be prorated on that portion of the year.
- 7.9 Public Employees Retirement System (PERS) Payment by District: The District shall pay unit members current contribution to the Public Employees Retirement System (PERS). Should the current contribution rate (commonly referenced as 7%) be changed as a result of a modification of law or regulation of the legislature, the parties shall meet and negotiate regarding the impact of said change.

- 7.10 Evening Shift Differential: All unit members who work four (4) or more hours after 5:00 p.m. shall receive a shift differential of two (2) ranges, approximately 5%, for their entire shift, in addition to their regular salary.
- 7.10.1 The unit members shall not lose the shift differential compensation if the unit member is temporarily assigned for twenty (20) working days or less to a shift not entitled to such compensation. Evening unit members assigned to a day shift during summer recess shall lose their shift differential July 1 and have it restored on September 1.
- 7.11 Unit members employed in food service classifications shall receive one (1) additional range at their current step upon receipt of the Professional Certification for School Food Service Personnel issued by the School Nutrition Association (SNA). The additional range shall commence the first pay period following the unit member's verification of the certification to the Human Resources Department. The unit member must maintain the certification in order to retain the one-range salary adjustment.
- 7.11.1 Credit received for participation in the certificate program may also be applied toward the professional growth program under the conditions specified in Appendix B.

ARTICLE VIII
SALARY CLASSIFICATION

8.0 Placement in Class and Definition: Every bargaining unit position shall be placed in a class, and each class assigned a salary range. The assignment of the salary range to a class shall be known as "salary classification." "Classification" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary rates for each such position.

Employees will receive a copy of their specific job description upon initial employment and/or upon a change to their specific assignment or job description. Refer to Appendix A for a complete listing of classifications and salary ranges.

8.1 Temporary Assignment in Higher Classification - When a unit member is temporarily performing the duties of a person in a higher salary range for any period of time which exceeds five (5) working days within a fifteen (15) day calendar period, the unit member shall be paid at the higher classification for the entire period during which the unit member is required to work out of the unit member's classification. The pay step on the higher salary range shall be on the next higher dollar figure above their regular pay, or step 1, whichever is greater.

8.1.1 It is the intent of this section to permit the District to work unit members temporarily outside their normal duties but in so doing to require that some reasonable additional compensation be provided the unit member during such temporary assignment when that assignment is of significant duration. Assignments in a higher classification shall be offered as equally as possible among qualified unit members.

8.2 "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position. It is the intent of this section that the incumbent(s) shall be entitled to the upgrading of positions to higher classifications where there has been a significant change, required by the District, in the duties being performed by incumbents in such positions, where such

changes are not temporary in nature, and where changes require a skill level or a responsibility level higher than that usually required of the existing classification.

8.2.1 **Reclassification Advisory Committee:** The Reclassification Advisory Committee (RAC) shall be composed of four (4) representatives from the District and four (4) representatives from CSEA. The Reclassification Advisory Committee (RAC) reviews the request for reclassification using established criteria and issues a decision. No person shall participate on the RAC without appropriate training in the method and process of determining classifications and ranking. Decisions of the RAC shall be made by majority vote.

8.2.2 **Criteria/Requirements:** An employee, or group of employees, may request a review of their position by filling out a Request for Reclassification form (received from and returned to Human Resources). "Request for Reclassification" forms received in Human Resources on or before January 15, March 15, or September 15 will be considered by the RAC within sixty (60) days.

8.2.3 If a unit member does not agree with the Reclassification Advisory Committee's decision, the unit member may appeal this decision to the RAC within ten (10) workdays from the date the employee was notified in writing of the decision. If an appeal is made, the RAC shall respond within ten (10) days to schedule a meeting with the unit member to review the matter and to render their final decision.

8.2.4 If reconsideration by the RAC reaffirms their prior conclusion that reclassification is unwarranted, the employee is notified of their right to appeal this decision to the Reclassification Appeals Board (RAB) comprised of three (3) CSEA (President, Job Steward, Labor Representative) and three (3) Management (Assistant Superintendent, Human Resources, Director, Classified Personnel, 1 additional designee) representatives. The decision of the RAB shall be by consensus, final and shall not be subject to the grievance procedure.

8.3 All approved reclassifications shall be forwarded to CSEA for review. If necessary, CSEA will submit a written demand to bargain over the proposed changes to the job description including but not limited to the title, duties, and salary range.

8.3.1 **Salary Placement of Reclassified Position:** When a position or class of positions is reclassified to a higher range, the position or positions shall be placed at a minimum, on the step of the new range which will result in a percentage salary increase not less than

the difference between successive ranges, approximately two and one-half percent (2 ½ %)

8.3.2 Effective Date of Rate Adjustment: Any adjustment in the rate will be effective as of the date the new classification was established or the change or changes implemented. Incumbent unit members shall have their rate adjusted effective to the date they filed a request for reclassification to the Committee.

8.4 Incumbent Rights: When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions.

8.5 Downward Adjustment: When it is agreed that an entire classification shall be reallocated to a lower salary classification, all incumbents serving therein shall be continued at their former rate of pay until future salary adjustments provide a salary increase for those incumbents in the new salary classification. Any other downward adjustment of salary shall be considered a demotion, and shall take place only in accordance with the layoff or disciplinary procedures of this Agreement and applicable law.

8.6 Abolition of a Position or Class of Positions: If the District proposes to abolish a class of positions, it shall notify CSEA in writing.

ARTICLE IX
HEALTH AND WELFARE BENEFITS

9.0 Full-time Unit Members: For the purpose of this article only, full-time unit members are defined as those unit members working thirty-two and one half (32.5) hours per week.

Part-time Unit Members/Eligibility: Only those unit members working twenty (20) hours per week or more shall be eligible for District sponsored fringe benefits.

Unit members working less than twenty (20) hours per week shall be eligible to participate in District sponsored fringe benefits with full cost paid by the employee. Exceptions to this provision shall be in accordance with COBRA and other appropriate Federal mandates.

9.1 Selection of Plans: Unit members shall be eligible to select a medical plan and a dental plan from the following health and dental selections: Kaiser HMO (Health Maintenance Organization); EPO (Exclusive Provider Organization); a PPO (Preferred Provider Organization); Delta Dental Premier, MetLife, or Preferred Advantage Dental.

To qualify for health and/or dental benefits, each unit member must enroll in the unit member's insurance plan during the approved enrollment period.

Information regarding health and dental plans may be obtained by calling the Employee Benefits Office.

The District and CSEA shall continue to work collaboratively to secure bids from alternate and/or additional health and welfare care providers.

9.2 Payroll Deductions/Medical and Fringe Benefit Allocation: The District contribution toward medical, dental and vision insurance for part-time unit members employed to work less than thirty-two and one half (32.5) hours per week but twenty (20) hours per week or more shall be prorated as follows:

1. Less than 20 hours	= .0%
2. 20 to 22 hours	= 50.0%
3. 22.5 to 27 hours	= 62.5%
4. 27.5 to 32 hours	= 75.0%
5. 32.5 to 40 hours	= 100.0%

A deduction schedule for premium costs to part-time unit members shall be given to said unit members upon enrollment in the selected plan and will be available from the Employee Benefits Office upon request.

9.3 Limitations: Effective January 01, 2013 (The 2013 plan year and following), the District contribution toward the health insurance plan shall be \$9,500 per subscriber. Such contribution shall be applicable to any District sponsored medical plan that the subscriber chooses. Part-time employees will receive a pro-rated share of the District contribution.

Effective January 1, 2013 through December 31, 2013, on a one-time basis, the District will contribute an additional \$500 toward any applicable District sponsored medical plan that the subscriber chooses. Part-time employees will receive a pro-rated share of the District contribution. Effective January 1, 2014, the District contribution shall return to a cap of \$9,500.

Effective January 1, 2013 through December 31, 2013, the District contribution toward the dental insurance plan shall not exceed the amount of the District contribution for the 2012 plan year.

This section shall not preclude CSEA or the District from negotiating health and dental payroll deductions on an annual plan-year basis.

If other employees receive a higher District contribution to their health insurance plan than what is provided herein, the difference shall be paid to unit members. The intent of this language is to maintain parity between CSEA unit members and other District employees.

9.4 Life Insurance: A \$12,500 life insurance plan shall be provided each unit member.

9.5 Medical Insurance for Retirees:

9.5.1 Effective thru June 30, 2010: Each member of the classified bargaining unit employed more than twenty (20) hours per week retiring into PERS after May 3, 1985, who is between 50 and 64 years of age, inclusive at the time of retirement, shall be granted an annual entitlement with which to purchase employee-only medical coverage as such is available through the District. The maximum number of years a member shall be eligible for such entitlement is ten (10) years. The entitlement shall be graduated according to years of service in RUSD as listed below. Unit members working less than full-time, but working twenty (20) or more hours per week, shall receive a pro-rated entitlement in proportion to the average daily hours worked during the unit member's final three (3) years of service on the same basis as provided in 9.2. The ratio of the average daily hours to eight shall determine the percentage of the appropriate entitlement to be granted to the retiree.

<u>Service</u>	<u>Entitlement</u>
10-15 years	\$1,849
16 years	\$2,034
17 years	\$2,219
18 years	\$2,404
19 years	\$2,589
20 years and more	\$2,774

Twenty-five Years or More of Service: Bargaining unit members who retire from the District with 25 years or more of service and have been employed by the District as full-time bargaining unit members for ten (10) of the last fourteen (14) years at the time of retirement are entitled to an amount equivalent to the single party premium of the least costly health plan available through the District. However, if the retired employee selects a more costly plan that is made available through the District, the retiree will be responsible for paying the cost of the difference between the annual premium of the two plans.

9.5.2 Effective July 1, 2010: Each member of the classified bargaining unit employed more than twenty (20) hours per week retiring into PERS after May 3, 1985, who is between 50 and 64 years of age, inclusive at the time of retirement shall be granted an annual entitlement with which to purchase employee-only medical coverage as such is available through the District. The maximum number of

years a member shall be eligible for such entitlement is eight (8) years. The entitlement shall be graduated according to years of service in RUSD as listed below. Unit members working less than full-time, but working twenty (20) or more hours per week, shall receive a pro-rated entitlement in proportion to the average daily hours worked during the unit member's final three (3) years of service on the same basis as provided in 9.2. The ratio of the average daily hours to eight shall determine the percentage of the appropriate entitlement to be granted to the retiree.

<u>Service</u>	<u>Entitlement</u>
15 years	\$1,849
16 years	\$2,034
17 years	\$2,219
18 years	\$2,404
19 years	\$2,589
20 years	\$2,774

Twenty-five Years of More of Service: Bargaining unit members who retire from the District with 25 years or more of service and have been employed by the District as a full-time bargaining unit member for fifteen (15) of the last nineteen (19) years at the time of retirement are entitled to an amount equivalent to the single party premium of the least costly health plan available through the District. However, if the retired employee selects a more costly plan that is made available through the District, the retiree will be responsible for paying the cost of the difference between the annual premium of the two plans. The maximum number of years a members shall be eligible for such entitlement is eight (8) years.

9.5.3 After Becoming Medicare Eligible: Unit members retiring shall be eligible to continue to purchase coverage in a District group medical insurance plan after becoming Medicare eligible, provided that these conditions exist:

- a. The retiree has been employed in the District for no less than ten (10) years. (Effective July 1, 2010, retirees must have been employed in the District no less than fifteen (15) years.)
- b. The plan carrier allows such participation.
- c. The unit member is otherwise eligible for enrollment in the plan.

- d. The plan is one under which the District is not required by the carrier to pay for any part of the premium.

9.5.4 Retiree with Spouse on Active Status: A unit member eligible and applying to retire may postpone eligibility for this benefit if the retiring unit member has an active, benefits-eligible spouse also employed by the District who will cover said unit members as a plan dependent. The retiring unit member may postpone eligibility for retiree benefits coverage described above until such time as the spouse retires or otherwise loses coverage. Such coverage shall not extend beyond the time the retiree would have otherwise become eligible for Medicare coverage.

9.6 Income Protection Insurance: Unit members voluntarily opting for Income Protection Insurance may do so, but shall assume full costs of said insurance program upon selection.

9.7 Each unit member who leaves District employment shall be given the right to participate in a District medical and dental plan for eighteen (18) months in accordance with current COBRA regulations and provisions of the insurance carrier.

9.8 Health Insurance Waiver: A full-time unit member showing proof of coverage through an alternate source may choose to waive health and dental insurance coverage by signing a waiver form. Full-time unit members who waive health and dental insurance coverage shall be provided with a total annual stipend of six hundred fifty dollars (\$650) to be spent on other insurance plans or a Tax Shelter Annuity (TSA) available through the District.

Full-time unit members who waive health insurance coverage only shall have their choice of dental plans paid and shall be provided with a yearly stipend of five hundred dollars (\$500) to be spent on other insurance plans or a Tax Shelter Annuity (TSA) available through the District.

Part-time unit members may waive health and dental insurance coverage by signing a waiver form. Those who waive shall receive a pro rata share of the stipend in accordance with Section 9.2 of this Article. Those who waive health insurance coverage only shall have a pro rata share paid by the District of the dental plan of their choice and receive a similar share of the five hundred dollar (\$500) stipend. All unit members must either select or waive medical insurance and sign a form on which their choice is indicated.

9.8.1 Dual Spouse Coverage Waivers: When an employee and spouse are both employed by the District and are working full-time assignments, employees covered by District-sponsored health and dental plans who elect to waive medical insurance coverage, shall be provided with a yearly stipend of seven-hundred and fifty dollars (\$750) in lieu of medical insurance coverage to be contributed to one or more of the following options: 1) other insurance plans available through the District, and 2) tax-sheltered annuity plans. Part-time unit members who waive medical coverage will receive a pro-rated share of the medical waiver stipend in accordance with Section 9.2 of this Article.

9.8.2 Request for Waiver: A request for a waiver may be submitted at any time.

9.9 Spouse Employed in the Same Unit: When the unit member and spouse are both members of the bargaining unit covered by this Agreement and eligible for District contribution toward the purchase of benefits, the following will apply:

9.9.1 Health Benefits: The District contribution will be a pro-rata portion of the contribution for full-time unit members, using the unit member/spouse whose assignment is closest to or equal to full time. The other spouse will be covered as a dependent. The District shall contribute to no more than one health benefit plan per family. In no instance shall this calculation result in a lower District contribution than the unit member would have received had the spouse not been employed by the District.

9.9.2 Dental Benefits and Life Insurance: The District will contribute toward a dental plan and life insurance for each eligible unit member. The fact that they are spouses does not affect the District contribution or benefit plan availability.

9.10 Spouse Employed by the District Outside the Unit Covered by the Agreement: When the spouse of a unit member is employed by the District in a position which is not in the bargaining unit covered by this Agreement but which makes the spouse eligible for a District contribution toward the purchase of benefits, the following will apply:

9.10.1 Health Benefits: The unit member who is eligible for a District contribution toward the purchase of benefits and the spouse shall elect which of them will be the covered employee and which will be the covered dependent. If the spouse employed outside the unit is eligible for a full District contribution toward health

benefits, the unit member must waive eligibility for employee coverage and receive the appropriate stipend. If the spouse employed outside the unit does not qualify for a full District contribution, either employee may elect to be the covered employee, and the other must waive eligibility for employee coverage and receive the appropriate stipend. The District shall contribute to no more than one health benefit plan per family.

9.10.2 Dental Benefits and Life Insurance: The District will contribute toward a dental plan and life insurance for each eligible employee. The fact that they are spouses does not affect the District contribution or benefit plan availability.

9.11 District-Paid Insurance After Exhaustion of Paid Sick Leave: After a unit member has exhausted all paid sick leave entitlements, including the accrued sick leave and the five-month entitlement, and, still too incapacitated to work, that unit member is granted a health leave, the District will continue to pay for those portions of the unit member's insurance program it had been paying for on the last day of the unit member's paid sick leave. The District shall continue this payment for up to twelve (12) months or until the unit member is granted disability payments by the Public Employees Retirement System, whichever occurs sooner. The unit member may not add coverages at District expense through the period of District payment following exhaustion of sick leave. The District shall not be obligated to sell the unit member any insurance coverage after this period. It shall be the unit member's responsibility to make timely arrangement for conversion from District coverages.

9.12 Death of a Unit Member: Should a unit member die while in paid status, the District shall pay the cost of the unit member's health insurance program through the fringe benefit year in which the unit member's death occurs. The insurance carrier permitting, the District shall allow the unit member's spouse or dependent to purchase continued health insurance for up to two (2) fringe benefit years subsequent to that in which the unit member died, provided that during that time the spouse or dependent has not remarried or become eligible for health insurance coverage with a different employer. Either remarriage or employment that has health insurance as a benefit shall provide sufficient reason to end all access to District benefits for the unit member's spouse or dependent. If the spouse or dependent is neither remarried nor employed where health insurance is available through the employer at the end of the second year subsequent to that of the unit member's death, and the spouse or dependent is in a state of economic hardship, the District will request that the carrier continue to allow the District to sell to the spouse or

dependent for one more year the coverage previously sold. The District shall be the sole determiner of economic hardship. All purchases of health insurance coverage under this provision shall be made annually and in advance. Unused portions of such payment shall be refunded to the purchaser. Date and method of payment and other implementing procedures shall be determined by the District.

9.13 Health and Welfare Benefits Committee:

- A. The Association and District agree to meet on an as needed basis, and at least once a quarter to discuss the Health and Welfare benefit plans.
 - 1. Composition: The Health and Welfare Benefits Committee (HWBC) will be comprised of four (4) RCTA Representatives, four (4) CSEA Representatives, four (4) Professional Relations members and three (3) non-voting District advisors. Any group may invite outside consultants to the meetings with permission from the HWBC.
 - 2. Decision Making: The HWBC shall be responsible for making recommendations regarding health and welfare insurance carriers, levels of coverage, plan design, premium rates, cost containment and other health and welfare insurance related issues. Consensus shall be used in all committee deliberations. All recommendations from the committee shall be submitted to their respective bargaining teams.

- B. The District shall provide the committee with complete health and welfare benefits data in a timely manner as requested or when received from vendors, which includes but is not limited to:
 - 1. Utilization (HIPPA protected)
 - 2. Claims Experience (HIPPA protected)
 - 3. Enrollment
 - 4. Claims Data Reports
 - 5. Financial Data related to Health Premiums
 - 6. Reports and Updates from the Carriers

HOURS OF EMPLOYMENT AND OVERTIME

10.0 Workday and Workweek: The workday shall start from the time directed to report until the end of the assigned time and unit members shall be paid for all time worked. However, unit members who report after the time directed or depart prior to the end of the assigned time may have their pay docked for the amount of time actually not worked unless on an authorized leave as provided for in Article XIII. The workweek of regular full-time employment shall be eight (8) hours per day and forty (40) hours per week. The workweek starts on Monday at 12:01 a.m. Notwithstanding the foregoing, the regular workweek for unit members shall be from Monday through Friday, except as set forth below. The District may employ persons in bargaining unit positions who have a regular, minimum assignment of less than eight (8) hours per day and/or forty (40) hours per week; such positions shall be deemed "part-time" positions. The District may, through authorized management/supervisory personnel, order and authorize unit members to perform extra work in addition to such unit member's regular, minimum assignment. Extra work so ordered and authorized shall be compensated at the unit member's regular rate of pay, unless such results in overtime as set forth in the Agreement.

10.0.1 The District may assign a workweek different than Monday through Friday under the following circumstances:

- (a) Current unit members who voluntarily consent to such reassignment;
- (b) new unit members may be so assigned initially;
- (c) current unit members may be offered such in lieu of layoff in accordance with the provisions of this Agreement;
- (d) current unit members already so assigned.

10.0.2 Compressed Workweek:

- A. 4/10 Workweek: The District may establish a ten (10) hour-per-day, forty (40) hour-per-week work schedule with four (4) days ("4/10") for unit members. The Association's concurrence must be obtained in order to implement a schedule under this provision.

The overtime rate set forth in Article X of the Agreement for Classified Bargaining Unit shall be paid under the conditions set forth below when this subsection is implemented.

- 1. All hours the unit member is required to work in excess of ten (10) hours in any regular workday.

2. All hours the unit members are required to work on the fifth (5th), sixth (6th), or seventh (7th) day of the workweek after the completion of four (4) days.
 3. Sick leave, vacation, holidays, and other leaves taken while on the compressed workweek shall be charged and paid, when appropriate, on an hour-for-hour basis.
 4. All departments may participate in the compressed workweek schedule so long as it would not adversely affect the functions or efficiency of the department. Should the District determine the 4/10 schedule is adversely affecting the functions or efficiency of the Department, it may modify the work schedule upon thirty (30) calendar days written notice to both the Association and the affected unit member(s). The District shall not be arbitrary or capricious in its determination that the 4/10 schedule is adversely affecting the functions or efficiency of the Department.
- B. 9/80 Workweek: The District may establish a nine (9) day, eighty (80) hour-per-two-week work schedule ("9/80") for unit members. When a nine (9) work day, eighty (80) hour-per-two-week work schedule is established, it shall consist of nine (9) workdays, eight (8) of which shall be nine (9) hour days, and one (1) of which shall be an eight (8) hour day. The Association's concurrence must be obtained in order to implement a schedule under this provision.

The overtime rate set forth in Article X of the Agreement for the Classified Bargaining Unit shall be paid under the conditions set forth below when this subsection is implemented.

1. All hours the unit member is required to work in excess of required workday.
2. All hours the unit member is required to work in excess of eighty (80) hours in any regular two-week work period.
3. All hours unit members are required to work on the fifth (5th), sixth (6th), or seventh (7th) day of the four (4) day workweek, or are required to work on the sixth (6th) or seventh (7th) day of the five (5) day workweek.

4. Sick leave, vacation, holidays, and other leaves taken while on the compressed workweek shall be charged and paid, when appropriate, on an hour-for-hour basis.
5. All departments may participate in the compressed workweek schedule so long as it would not adversely affect the functions or efficiency of the department. Should the District determine the 9/80 schedule is adversely affecting the functions or efficiency of the Department, it may modify the work schedule upon thirty (30) calendar days written notice to both the Association and the affected unit member(s). The District shall not be arbitrary or capricious in its determination that the 9/80 schedule is adversely affecting the functions or efficiency of the Department.

10.1 Workyear: Twelve (12) month employees' work year assignments will be July 1 – June 30. Upon hire, less than twelve (12) month employees will be assigned a work year depending upon the start and end dates of the designated academic calendar year.

In the event that the need arises, the District may make minor adjustments, up to two (2) weeks in the work year's starting and ending dates, provided that the unit member(s) affected are given reasonable notice. Such adjustment shall not deprive the unit member of any benefits to which the unit member is entitled to by law.

Work years that are less than twelve (12) months may be further adjusted to meet program/service needs only upon written agreement by the District and CSEA.

Exact work year options for less than twelve (12) month employees shall be made available to employees and CSEA no later than May 1.

10.1.1 Exceptions to Regular Workyear:

1. (a) Elementary Library/Media Assistants shall work three days prior to the first day of the teacher work year and two days after the last day of student attendance.
(b) Secondary Library/Media Assistants shall work the first day of the teacher work year until June 30 of each school year.
2. Instructional Assistants shall work the regular teacher work year.
3. Health Assistants shall work the regular teacher work year.

4. Food Service Workers and Assistants shall work the days of student attendance in the regular academic year. Other days such unit members are in paid status will be paid at each unit member's appropriate rate. On pupil holidays these unit members may be required to work or shall be given a choice of working or taking unpaid leave.
5. Community Assistants shall work from the first day of student attendance in the regular academic year through the last day of the teacher workyear.
6. Elementary School Principal's Secretaries and Middle School Principal's Secretaries shall work an eleven (11) month workyear at traditional schools.
7. Campus Supervisors shall work one (1) day prior to the students reporting for the school year through the last day of student attendance.

10.2 Overtime Defined: Overtime is ordered and authorized working time in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. No one shall order or authorize overtime unless it is compensable as provided herein. Overtime shall be compensated for at one and one-half (1 ½) times the unit member's regular rate of pay.

10.2.1 Compensation for Overtime: All hours worked beyond the workweek of five (5) days shall be compensated at the overtime rate commencing on the sixth (6) consecutive day of work. For the purpose of this section, any day in paid status is deemed to be a workday.

All hours worked in excess of eight (8) hours on the sixth (6) or seventh (7) consecutive day shall be compensated at two and one-half (2 ½) times the regular rate of pay.

All compensation for hours worked on holidays designated by this Agreement shall be defined in Section 11.6.

10.2.2 Authorization of Overtime: Overtime must be authorized by the District and the authorization must be given in advance of the time worked whenever practicable to serve such authorization. Overtime may be ordered only by supervising management.

10.2.3 Assigning of Overtime/Extra Hours: Overtime/extra hour opportunities shall be offered as equally as practical among available qualified unit members in each department or worksite. For purposes of determining equity of overtime/extra hour distribution, a fiscal year review shall apply.

10.2.4 Overtime - Right of Refusal: A unit member may refuse overtime work, except that when the needs of the District warrant, the supervisor may under reasonable

circumstances, direct the unit member to work overtime. The supervisor shall attempt to identify unit members desiring to work overtime before directing a unit member to work overtime when the unit member does not wish to do so.

10.2.5 Distribution of Extra Hours to Part-time Unit Members: The District will make continuing reasonable efforts to offer additional daily hours of employment to bargaining unit members in lieu of employing substitutes.

10.2.6 Compensatory Time: Compensatory time may be requested by the unit member and authorized by the supervisor in lieu of paid overtime compensation. Whenever compensatory time has been authorized, overtime is calculated as defined in 10.2.1.

Accrued compensatory time may not exceed forty-two (42) straight time hours at any given time and must be taken within six (6) calendar months following the month in which the overtime was worked without impairing the services of the District. Compensatory time off which is not taken within the above period shall be paid for on the unit members' next regular pay warrant. Record of compensatory time shall be maintained on a form developed by the District.

10.3 Call-In (Emergency) Time Defined: Call-in time is nonscheduled working time for a guaranteed minimum amount of hours for reporting to work at the District's request, usually in a critical or emergency situation. Call-in time must be ordered and authorized by the unit member's immediate supervisor.

10.3.1 Compensation for Call-In Time: A regular unit member who works authorized call-in time shall be paid for a minimum of two (2) hours at the rate of one and one-half (1½) times his/her regular hourly pay. For any part of any hour worked after the two (2) hour guaranteed minimum, a unit member shall be compensated in minimum quarter (¼) hour increments. It is the responsibility of the unit member's immediate supervisor to differentiate on the time card between call-in time and overtime.

10.3.2 Minimum Call-In Time: A unit member called in to work a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours' pay at the appropriate rate of pay under this Agreement. This provision does not apply to unit members on standby duty.

10.3.3 Call Back Time: Any unit member called back to work after completion of the regular daily assignment shall be compensated for at least two (2) hours of work at the overtime rate.

- 10.3.4 Voluntary Attendance of District Functions: Unit members who voluntarily attend District functions such as site council meetings, meetings of the P.T.A., or any parent advisory group, budget planning meetings, faculty meetings, or meetings of other groups to which the unit member is invited but not required to attend shall not be paid for such attendance. Unit members required to attend District functions shall be compensated at the unit member's appropriate rate of pay.
- 10.4 Adjustment of Assigned Time: Unit members whose workday is less than full time shall, whenever practical, be offered increased hours in classification by seniority and work record at their worksite as additional hours become available. Any unit member in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 10.5 Temporary Assignment in Higher Class: When a unit member is temporarily assigned to perform the duties of a person in a higher salary range for any period of time which exceeds five (5) working days within a fifteen (15) day calendar period, the unit member shall be paid at the higher classification for the entire period during which the unit member is required to work out of the unit member's classification. The pay step on the higher salary range shall be on the next higher dollar figure above their regular pay, or step 1, whichever is greater.
- 10.6 Lunch Period: Unit members shall be entitled to an unpaid, uninterrupted lunch period after the unit member has been on duty for four (4) or more hours. The length of time for such lunch period shall be for a period no longer than one (1) hour nor less than one-half ($\frac{1}{2}$) hour and shall be scheduled for full-time unit members at or about the midpoint of each workshift.
- 10.6.1 A unit member required to work during the unit member's assigned lunch period shall receive pay at the rate of time and one-half ($1\frac{1}{2}$) for all the time worked during the normal lunch period or be compensated by either being allowed to complete the remaining portion of the lunch period or permitted to leave the assigned worksite early.
- 10.7 Rest Periods: Unit members working more than six (6) hours per day shall be granted two (2) 15-minute rest periods; unit members working more than four (4), but not more than six (6) hours per day shall be granted one (1) 15-minute rest period. Notwithstanding the

foregoing, any unit member assigned exactly four (4) hours per day with one (1) work period of three (3) or more hours shall be entitled to one (1) 15-minute rest period. Rest periods shall, insofar as practicable, be in the middle of the work period(s), and absent unusual circumstances, shall not be scheduled during the first (1) or last hour of the workday. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the unit member.

10.8 Voting Time Off: If a unit member's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the unit member is entitled to vote, the District shall arrange to allow sufficient time for such voting by the unit member without loss of pay.

10.9 Standby Time: Unit members required to standby for possible emergencies on weekends or holidays or other designated District closure dates shall be paid forty-eight (\$48) dollars daily for each day plus time and one-half (1½) at the unit member's assigned hourly rate for all hours actually worked, with a guaranteed minimum of two (2) hours when the unit member is called to work during the period the unit member is on standby. The two (2) hour minimum time period ends when the unit member signs off on the job and no additional jobs are pending. Unit members required to be on standby during the course of their regular workweek shall be paid a rate of two (\$2) dollars for each hour of required standby time. This stipend shall be in addition to all other rates of pay. Except for unusual circumstances, a standby time schedule shall be posted ten (10) working days in advance.

10.10 Split Shift Differential: Unit members whose assigned shift contains one (1) or more periods of unpaid time which exceeds one and one-half (1½) hours, including the lunch period, shall be paid a shift differential premium of five (5%) percent above the regular rate of pay.

10.11 Unit Members as Noon Playground Supervisors: When a unit member has an additional assignment as Noon Playground Supervisor, that unit member shall be paid their regular rate of pay for the additional assignment as received for the basic assignment, and the additional time shall be acknowledged by the District as a portion of the unit member's regular assignment in computing the fringe benefit entitlement. Unit members shall be paid their regular rate when substituting for noon playground supervisors.

10.11.1 At sites requiring the use of Noon Duty Supervisors, the District shall offer the additional time to qualified unit members of the bargaining unit (who have asked for such additional time) first.

10.12 Summer Recess Period Assignments: When work normally and customarily performed by unit members is performed at times when school is in recess, the work shall be offered to unit members in the appropriate classifications but no unit members shall be required to accept such offer.

Whenever there is more than one (1) unit member at a site who is qualified in the appropriate classification for a recess period assignment, the senior unit member shall be given first option. Unit members whose most recent written evaluation has been marked less than satisfactory shall lose their priority hiring status.

A unit member who accepts a recess period assignment in accordance with the provisions of this section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular workyear.

For the purposes of this section such assignments shall be considered regular assignments, and the unit member retains all rights, benefits, and burdens during such assignment. All hours worked in a recess assignment shall be considered hours in paid status for the purposes of seniority, but the additional days worked shall be regarded as only a temporary change in the unit member's workyear and failure to continue such employment through a subsequent summer recess shall not constitute a layoff.

10.13 Summer Work Shifts: Whenever possible, without disrupting or interfering with the regular workflow of the District, the work shifts of Maintenance and Operations unit members assigned to the warehouse shall begin at 7:00 a.m. between July 1 and August 31 inclusive. Individual exceptions to this provision may be made by the District.

10.14 Class Monitor: Under the supervision of the site administrator, a unit member may monitor a class in the absence of the regular teacher who is not replaced by a substitute teacher. The unit member will receive their regular rate of pay for all hours worked. In addition, the unit member shall receive fifteen (\$15) dollars once the teacher has been absent for 30 minutes or more, up to three (3) hours, and an additional fifteen (\$15) dollars for all hours in excess of three (3) hours not to exceed thirty (\$30) dollars per day.

10.15 Uniforms: Whenever the District requires a bargaining unit member to wear a uniform, the District will furnish sized uniforms appropriate to the gender of the wearer. If uniform shirts are required, the District will provide enough uniforms to each unit member at a rate of at least one uniform per each day worked in a single week. If a uniform consists of outerwear such as windbreakers, overalls or aprons, the District will provided a minimum of one such uniform to each unit member.

Proper maintenance and cleaning of uniforms is the unit member's responsibility. The District will replace the uniform when the uniform is ruined through normal wear and tear that occurs within the scope of the unit member's duties. If the uniform needs repair or replacement due to events that occur outside the scope of the unit member's normal duties, the unit members will bear the cost of the repair or replacement. Uniforms shall not be used for off-duty activity by the unit member. All uniforms will remain the property of the District and shall be returned to the District upon separation of employment.

ARTICLE XI
HOLIDAYS

11.0 Scheduled Holidays: The District shall provide thirteen (13) scheduled holidays. These shall be as follows:

Independence Day	July 4
Labor Day	The first Monday in September
Veteran's Day	November 11
Thanksgiving Day	The Thursday proclaimed by the President and the following Friday
Christmas Day	December 25 and an additional day during Winter Recess
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Lincoln's Day	February 12
President's Day	Third Monday in February
Memorial Day	The last Monday in May
Admission's Day	(September 9) or in lieu holiday

The scheduled holidays shall be as they appear on the school calendar in conformance with the District instructional year. The parties agree to meet and negotiate the placement of holidays within the school calendar no later than November 1, and prior to establishing the calendar for each year.

11.1 Additional Holidays: Every day declared by the President or Governor of this state as a public fast, thanksgiving, or holiday, or any day legally declared a holiday by the Governing Board, shall be a paid holiday for the unit members in the bargaining unit who meet the requirements in 11.5.

11.2 Floating Holiday: A unit member shall have an extra floating holiday in honor of the unit member's birthday. The Floating Holiday cannot be accrued or carried over into a new school year.

The Supervisor shall notify a unit member requesting a Floating Holiday of the status of the request prior to the start of the requested Floating Holiday, but in no instance later than ten (10) days after the unit member has submitted the request. If two (2) or more

unit members in the same site/department request the same date for a Floating Holiday, the most senior employee shall be given preference.

The date of the Floating Holiday shall be mutually agreed upon by the unit member and the unit member's immediate supervisor. If a mutual date cannot be agreed upon by the unit member and the unit member's supervisor, then a Personnel Administrator shall determine the alternative Floating Holiday date and the unit member shall be entitled to an alternate Floating Holiday of one and one-half (1 ½) days.

- 11.3 Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.
- 11.4 Other Possible Holidays: On any school day during which pupils would otherwise have been in attendance, but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.
- 11.5 Holiday Eligibility: Except as otherwise provided in the Article, a unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Unit members, who are not normally assigned to duty during the school holidays of December 25 and January 1 and the one (1) additional day at Christmas time, shall be paid for those 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.
- 11.6 Holiday Pay: Any unit member who works on a designated holiday as indicated in Article 11.0 (excluding the floating holiday) shall be compensated at one and one-half (1½) times in addition to the regular rate of pay.

ARTICLE XII

VACATION

12.0 Eligibility: All unit members shall earn paid vacation as provided for under this Article and shall be vested in such earned vacation after completion of their initial six (6) months of employment. Vacation benefits are earned on a fiscal year basis - July 1 - June 30.

12.0.1 Except as provided for in Article 12.11 of the Agreement, no unit member shall have vacation deducted from the books unless the unit member uses it or the District pays the unit member for it.

12.1 Accumulation: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

12.1.1 From the first year through the fifth year of service, vacation time shall be earned and accumulated at the rate of one (1) day of vacation for each month of service plus one additional day per year, not to exceed thirteen (13) days per fiscal year.

12.1.2 Commencing with the sixth year of service, the unit member shall be granted one (1) additional day of vacation for each year of service, not to exceed the following limits:

i. Unit members on ten (10) month workyear: Maximum total annual vacation: nineteen (19) days.

ii. Unit members on eleven (11) month workyear: Maximum total annual vacation: twenty (20) days.

iii. Unit members on twelve (12) month workyear: Maximum total annual vacation: twenty-one (21) days.

12.1.3 Stated limits in 12.1.2 notwithstanding, all bargaining unit members shall receive one (1) extra day of vacation beginning in their fifteenth (15), twentieth (20), twenty-fifth (25) and thirtieth (30) year in the District.

12.1.4 A less than 12 month unit member serving as a summer employee for no less than fifteen (15) days shall receive one (1) additional day of vacation per year to correspond with the number of hours worked in the summer. Unused vacation shall be credited to the unit member's vacation balance.

12.2 Vacation for Unit Members Working Fewer Than Eight Hours Daily: All the provisions of this Article shall apply to unit members on regular status whose regular workday is

less than eight (8) hours except that part-time unit members shall earn vacation in proportion to that part of an eight (8) hour day which the unit member works.

- 12.3 Vacation Scheduling: Vacations shall be scheduled at times requested by unit members so far as possible within the District's work requirements. The District reserves the right to schedule vacations at times least disruptive to the work routine. If there is a conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greater District seniority shall be given preference.
- 12.4 Vacation requests submitted subsequent to previously requested and approved vacations shall not take precedence regardless of the seniority of the requesting unit members(s). However, nothing shall prevent the District from approving such requests.
- 12.5 Paid Vacation Periods: Except as otherwise provided in this Article, paid vacation shall be taken no later than August 31 of the fiscal year immediately following the fiscal year in which it is earned. Normally, for all unit members whose workyear is less than twelve (12) months, the paid vacation shall be granted in the fiscal year in which it is earned. Unit members whose workyear is less than twelve (12) months shall take all vacation entitlement possible during winter and spring recess, unless the District and the unit member agrees to schedule vacation at another time.
- 12.6 Vacation Request Form: The District and the Association shall mutually agree to a form to be used by unit members requesting vacation.
- 12.6.1 The District shall notify a unit member requesting vacation the status of the request prior to the start of the requested vacation, but in no instance later than ten (10) days after the unit member has submitted the request.
- 12.6.2 In the event a unit members' requested vacation is denied, the immediate supervisor shall provide a written reason for such denial. A copy of the unit member's requested vacation and written reason for denial shall be forwarded to the District's Assistant Superintendent Human Resources or his or her designee.
- 12.6.3 Unit members who fail or refuse to schedule earned vacation may be required by the District to take any or all earned vacation in excess of their two-year accumulation for twelve (12)-month unit members and one (1) year accumulation for less than twelve (12)-month unit members after consultation with the unit member. Such scheduling by the District shall not occur unless

the unit members' failure to schedule vacation would result in an excess accumulation of earned vacation.

12.6.4 Unit members may be allowed to substitute, if their sick leave is exhausted, earned vacation for sick leave days under the same conditions as provided for under Article XIII of the Agreement.

12.7 Vacation Postponement: If a unit member's vacation becomes due during a period when the unit member is on leave due to illness or injury, the unit member may request that the vacation be rescheduled, and the District shall grant such request in accordance with vacation dates available at the time.

12.8 Interruption of Vacation: A unit member shall be permitted to interrupt or terminate vacation leave in order to begin sick leave or bereavement leave without a return to active service, provided the unit member supplies reasonable notice and, within thirty (30) days of the event giving rise to the request, supporting documentation regarding the basis for such interruption or termination. In the event of a request for interruption or termination by reason of illness, such illness must be sufficiently serious in nature to require hospitalization or confinement to bed by order of a physician. For the days of hospitalization or confinement to be credited as sick leave, the unit member must submit a verifying statement from the attending physician within thirty (30) days of the event giving rise to the request.

12.9 Holidays: When a holiday falls during the scheduled vacation of a unit member, such holiday shall not be counted as a vacation day.

12.10 Vacation Pay: Pay for vacation days for unit members shall be the same as that which the unit member would have received had the unit member been in a working status except that no unit member shall be paid overtime of any type while on vacation.

12.11 Vacation Pay Upon Termination: When a unit member is terminated for any reason, that unit member shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination, except that unit members who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

Any unit member who has been granted vacation in excess of that which was earned at the time of termination shall have deducted from the unit member's severance check the full amount of salary which was paid for such unearned days of vacation.

- 12.12 Vacation Accrued That The Unit Member Is Not Permitted To Use: Should a supervisor or manager deny the timely request of a unit member to take the full annual vacation to which the unit member is entitled, the unit member shall be paid on the next regular pay warrant the unit member receives after June for the number of vacation days denied.
- 12.13 Use of Accumulated Vacation Prior to Resignation or Retirement: Bargaining Unit Members shall be permitted to use all accumulated vacation prior to resigning from the District or prior to the members' date of retirement. However, in lieu of using all accumulated vacation leave, at the discretion of the employee, he/she may receive a one lump sum payment equal to no more than thirty (30) days of his/her accumulated vacation leave.

ARTICLE XIII

LEAVES

- 13.0 Leave Provision: The benefits which are expressly provided by this Article are the sole leave benefits which are a part of this Agreement. It is agreed that other leave benefits which may be provided by law are not subject to the grievance procedure, Article XVIII.
- 13.1 Break in Service: Time spent on paid leave shall not be construed as a break in service for any purpose. Time spent on unpaid leave shall not be construed as a break in service for any purpose except that during such time the unit member shall not accrue seniority or any benefits. The unit member shall neither gain nor lose seniority as a result of the time the unit member is on unpaid leave. Unit members re-employed from a re-employment list shall be credited, at the time of re-employment, with prior-earned seniority for all purposes as set forth in this Agreement.
- 13.2 Notice of Return: At least two (2) weeks prior to the end of any unpaid leave of thirty (30) or more calendar days, the unit member on leave must submit in writing to the Human Resources Office notice of the unit member's intent to return to work, or a request for further leave, or a letter of resignation. Failure on the part of the unit member to provide such timely notice may result in termination of employment.
- 13.3 Sick Leave: Leave of Absence for Illness or Injury: A unit member employed five (5) days a week for a full fiscal year shall be granted twelve (12) days' leave of absence for illness or injury, exclusive of all days a unit member is not required to render service to the District with full pay, for a fiscal year of service. Unused sick leave may be accrued indefinitely. The unit member may convert unused sick leave to retirement credit in accordance with law.
- 13.3.1 All unit members employed on a ten-month (10) basis shall earn ten (10) days of sick leave per school year. Unit members on eleven (11) month workyear shall earn eleven (11) days sick leave per year; and those unit members on a twelve (12) month workyear shall earn twelve (12) days of sick leave per year.
- 13.3.2 A unit member employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days' leave of absence for illness or injury as the number of days a unit member is employed per week bears to five (5). When such unit members are employed for less than a full fiscal year of service this and the preceding

paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled. Pay for any day of such absence shall be the same as the pay which should have been received had the unit member served during the day of illness. Each unit member, at the beginning of the unit member's workyear, shall be eligible for the number of sick leave days corresponding to the number of months in the unit member's workyear.

13.3.2.1 A less than twelve (12) month unit member serving as a summer employee for no less than fifteen (15) days shall receive one (1) additional day of sick leave per year to correspond with the number of hours worked in the summer. Unused summer sick leave shall be credited to the unit member's regular sick leave balance.

13.3.3 A unit member may utilize sick leave for pregnancies or disabilities caused or contributed to by pregnancy and recovery therefrom.

13.3.4 If a unit member is quarantined by the County or City Health Department of the unit member's county or city of residence because of the illness of another person, the absence shall be paid leave and shall not be charged to sick leave. In all other circumstances involving quarantine, the unit member shall use sick leave. In all cases, the District shall require that the unit member provide written verification of quarantine and the dates thereof from the controlling agency. Without such verification, the absence shall be unpaid.

13.3.5 A doctor's certificate or other proof of illness or disabling conditions may be required by the District for any illness or disabling condition in which the absence is six (6) consecutive days or more. However, the District, upon probable causes, reserves the right to require a unit member to furnish proper proof of cause of future absence when called upon to do so. Such notification should be submitted to the immediate supervisor upon the first day of return to duty. The unit member in turn will forward the information to the Human Resources Office. At District expense, the District may require, in accordance with the law, a statement from a physician of its choice verifying the unit member's ability to perform the tasks entailed in the unit member's assignment.

13.3.5.1 If an employee is referred for a fitness for duty evaluation and the employee is found unfit for duty, the employee may appeal the fitness for duty physician's determination. The employee will then be sent to a second District-approved

physician where the determination of whether the employee is fit or unfit for duty (with or without restrictions) will be final.

- If the fitness for duty determination differs from the employee's personal physician, the employee will be placed in paid administrative leave, retroactively to the date the employee was released to return to work by their personal physician, until completion of the second fitness for duty evaluation, if one is requested.
- A request for a second fitness for duty evaluation must be received in writing to Human Resources or postmarked no later than ten (10) calendar days from the date of the written notification to the employee regarding the fitness for duty determination.

13.3.6 When a unit member has been sick or injured for an extended period of time and all accumulated sick leave has been used, the unit member shall be paid the difference between the unit member's own salary and the amount paid for a substitute, but in no case less than 50% of the unit member's regular salary. This benefit shall apply for up to five (5) calendar months for any illness in any school year. The five (5) month period begins for the first illness or injury in any school year on the day of absence following the last day of sick leave earned during that year. At the expiration of all sick leave benefits, the unit member may request a health leave.

13.4 Industrial Injury or Illness Leave: Unit members are covered by Worker's Compensation Insurance for any injury or illness arising out of, and in the course of, their employment. Unit members shall be responsible for reporting an industrial injury or illness to the immediate supervisor or manager. Unit members shall be granted paid leave for absences determined to be caused by industrial injury or illness. Eligibility for industrial injury or illness leave will continue for only such period as the unit member qualifies as temporarily disabled under workers' compensation laws.

13.4.1 Total allowable leave shall be sixty (60) working days during which the schools are required to be in session or when the unit members would otherwise have been performing work for the District.

13.4.2 In order to be eligible for industrial injury or illness leave a unit member must have served continuously for twelve (12) months. For the purpose of this section, twelve (12) months' service means that the unit member was

- employed by the District on or before three hundred sixty-five (365) calendar days prior to the first day of absence.
- 13.4.3 Leave will begin on the first day of absence after the date of injury.
- 13.4.4 Industrial injury/illness leave must be authorized in writing by a doctor.
- 13.4.5 During the first sixty (60) working days of industrial injury/illness leave, the injured unit member shall be paid their full salary.
- 13.4.6 Industrial injury/illness leave shall be reduced by one (1) day for each day of authorized absence.
- 13.4.7 When an industrial injury/illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due such unit member for the same illness or injury.
- 13.4.8 When entitlement to industrial injury leave has been exhausted, all sick leave benefits accrued as a unit member may commence, in accordance with this Agreement.
- 13.4.9 Following the expiration of the sixty(60)-day Industrial Leave, regular sick leave and vacation leave may be used. If the unit member continues to receive workers' compensation benefits while on sick leave, such unit member will receive that portion of accumulated sick leave which, added to the temporary disability benefit, will equal the unit member's regular salary.
- 13.4.10 When all industrial leave and sick leave benefits have been exhausted, and if the unit member is not medically able to assume the duties of the unit member's position, the unit member shall, if not placed in another position, be placed on a re-employment list for 39 months. A unit member who has been placed on a re-employment list, who has been medically released for return to duty and who fails to accept an appropriate assignment, may be terminated. Periods of leave of absence under this section, paid or unpaid, shall not be considered to be a break in service of the unit member.
- 13.4.11 A unit member shall be deemed to have recovered from an industrial injury/illness and thereby able to return to work with reasonable accommodations at such time as the attending physician verifies there has been a recovery. The District, at its own expense, may request the opinion of another physician. In the event there is a disagreement between these two (2) physicians, the District, at its own expense, may request the opinion of a third physician whose opinion will prevail. This physician would be chosen from the list of Agreed Medical Examiners at the Workers' Compensation Appeals Board.

13.4.12 During periods of injury or illness, any unit member receiving benefits as a result of this section, shall remain within the State of California. Approval for travel outside the state must be obtained from the District. Failure to obtain such approval may result in a loss of benefits as provided in this section.

13.4.13 Modified Work Program:

When a unit member with an industrial accident or injury is determined by the responsible physician to be able to return to work with restrictions, the following shall occur:

13.4.13.1 A conference will be held to include the unit member, the unit member's supervisor and a representative of the Employee Benefits Office to determine if the unit member can return to their regular job within the restrictions. A CSEA representative shall be present if requested by the unit member.

13.4.13.2 If it is determined that the unit member cannot perform their regular assignment, consideration will be given to a modified position within the restrictions at the regular worksite, which the unit member could fill on a temporary basis.

13.4.13.3 Should no appropriate assignment be available at the unit member's regular worksite, a temporary assignment within the restrictions will be identified elsewhere in the District for the unit member. The unit member shall be entitled to twenty-four (24) hours' notice prior to beginning an assignment. A different assignment on the following workday would only require notification prior to the end of the current workday.

13.4.13.4 Refusal of an assignment within the physician's restrictions will stop leave eligibility, if the assignment is the same number of hours as the unit member's normal assigned hours.

13.4.13.5 The unit member shall not be required to work a temporary assignment if it is for less than the unit member's regular assigned workday.

13.4.13.6 The unit member shall be paid the same rate of pay as though the unit member was working the unit member's normal assignment.

13.5 Personal Necessity Leave: A regular full-time unit member may elect to use annual accumulative illness or injury leave, not to exceed eight (8) days per school year.

- 13.5.1 A unit member shall be entitled to use eight (8) days of accrued sick leave during each school year in cases of personal necessity.
- 13.5.2 Personal Necessity shall include any of the following:
- (1) The death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in Section 13.6 of this Article.
 - (2) An accident involving the unit member's property or the person or property of a member of the unit member's immediate family. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably disregard, and (3) require the attention of the unit member during such unit member's assigned hours of service.
 - (3) An illness, including pregnancy of unit member's spouse, or a member of the unit member's immediate family as defined in Section 13.6.3, serious in nature, which under the circumstances the unit member cannot reasonably disregard, and which requires the attention of the unit member during such unit member's assigned hours of service.
 - (4) Imminent danger to the home of the unit member, occasioned by a factor such as flood or fire, serious in nature, and which requires the attention of the unit member during such unit member's assigned hours of service.
 - (5) An appearance of the unit member in court as a litigant or as a witness under an official order. The unit member is expected to return to work in cases where the unit member is not required to be absent the entire day. Only the hours missed from the work site shall be charged against the unit member's personal necessity leave.
 - (6) Recognized days of observance of a unit member's personal faith. Personal Necessity leave for such purposes shall be granted only when attendance at such unit member's place of work would make impossible observance of that recognized day by the religious worship called for by the unit member's faith.
 - (7) Attending the high school or college graduation, or the middle school promotion of the unit member's child, not to exceed one (1) day.
 - (8) In order to attend the memorial service or funeral of a fellow unit member when such service is scheduled during a regular workday, a unit member may request personal necessity leave. These requests shall be granted to the extent that the coverage of regular duties deemed necessary by the unit member's supervisor can be arranged by that supervisor. The denial of a

request by the Director, Classified Personnel shall not be subject to grievance.

- (9) The birth of a child making it necessary for a bargaining unit member who is the father of the child to be absent from his position during the assigned hours of service.
- (10) Other personal necessity which may be allowed at the discretion of the Director, Classified Personnel. Causes for personal necessity deemed valid by the Director, Classified Personnel in granting leave under this section shall be deemed valid for only a specific situation involving a particular applicant and the acceptance of a cause deemed to be a personal necessity under this section shall not establish any precedent.

13.5.3 The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

- (1) The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the unit member is entitled.
- (2) The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
- (3) Payment of such absence shall be made only upon completion of a written report by the unit member to the District stating that the absence was due to a situation designated as a personal necessity within the meaning of this section. The District may deny the unit member's request if the leave was not a personal necessity within the meaning of this section.

13.5.4 Unrestricted Personal Business Leave: Unit members shall be eligible to use up to two (2) days of unrestricted personal business leave per each school year, to be deducted from any available sick leave days accrued. Except for an emergency situation, a request for such leave must, when feasible, be submitted three (3) workdays in advance of the requested leave date. Except when only one (1) unit member makes such a request, no more than five (5) percent of the unit members at a worksite may use leave in this manner on the same day. Such leave may not be used the first or last five (5) days of each semester, or before or after a scheduled holiday, unless approved by the Human Resources Office.

13.6 Bereavement Leave:

13.6.1 A leave of absence with pay and without deductions from accumulated sick leave, not to exceed four (4) days, shall be granted to a unit member when any member of the unit member's immediate family dies. In the event of the death

of a unit member's spouse or dependent child, said leave shall be five (5) days. Two (2) additional days will be granted to a unit member if travel of more than two hundred (200) miles one (1) way or out of California is required because of the death of any member of the unit member's immediate family.

13.6.2 Any additional days requested beyond those provided by the bereavement leave policy must be handled through the provisions under the section, "Personal Necessity Leave."

13.6.3 "Immediate Family" means those relatives or step-relatives bearing the following relationships to the unit member claiming bereavement leave, or to the unit member's spouse.

Son	Daughter	Spouse	Mother	Father
Sister	Brother	Grandchild	Guardian	
Grandparent				
Father-in-law	Mother-in-law	Daughter-in-law	Son-in-law	
Step Child	Uncle	Aunt	Niece	Nephew

Any person living in the unit member's household shall be deemed to be a member of the immediate family.

13.6.4 A unit member may request approval from the Human Resources Office for bereavement leave to be used in relation to the death of relatives not designated as immediate family. The decision of the Human Resources Office to grant or deny such approval shall be final.

13.7 Jury Duty: A unit member shall be entitled to leave without loss of pay for any time the unit member is required to perform jury duty. The District shall pay the unit member his regular rate of pay. The unit members shall provide validation of jury service for all time served. Any meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty. If a unit member is serving on jury duty and has been released for part of a day, unit member shall report immediately to the unit member's supervisor and service for the remainder of the workday. Any unit member in the bargaining unit whose regular assigned shift commences at 3:00 p.m. or after and who is required to serve four (4) hours or more of the day on jury duty shall be relieved from work with pay.

13.7.1 A unit member whose normal work hours are past 8:00 p.m. and who is required to serve on federal jury duty out of the Riverside area may request that the Director, Classified Personnel consider a modified schedule to accommodate the unit member's travel time.

13.8 Court Appearance Leave:

13.8.1 Unit members subpoenaed by the court as a witness in any court action involving the district, or subpoenaed as a witness because of their District duties, shall suffer no loss of compensation for the time they are required by the court to be away from their District assignment.

13.8.2 A unit member subpoenaed by the court as a witness in a case that is not directly related to the unit member's employment in the school district shall, upon request, be granted personal necessity leave. When personal necessity leave has been exhausted, the cost of a substitute shall be withheld from the unit member's pay for each day the court requires that the unit member be absent from work.

13.8.3 A unit member who is either a plaintiff or a defendant in a case which does not involve the District shall be granted personal necessity leave to appear in court as required by law. When personal necessity leave has been exhausted, the unit member shall be granted unpaid leave to appear in court as required by law.

13.8.4 Unit members who appear as litigants against the District in any court action shall be granted unpaid leave or personal necessity leave at the unit members' option.

13.8.5 Unit members appearing in court on behalf of and/or at the request of the District shall be granted paid leave for whatever time such appearances in court cause the unit members to be absent from work.

13.9 Adoption Parents Leave: The District shall provide paid leave for a unit member engaged in the procedures of legally adopting a child. These procedures include possible necessary travel, receipt of child, and legal responsibilities associated with the adoption. Such leave shall be limited to five (5) days.

13.10 Conference Attendance Leave:

13.10.1 The District shall attempt to provide unit members with paid leave for purposes of attendance at conferences related to the improvement of job performance. The amount of such leave shall be determined by the District in its sole discretion.

13.10.2 Unit members who wish to attend a conference for the purpose of improving performance shall submit a Request for Conference Attendance form to their immediate supervisor at least five (5) days prior to the conference date.

- 13.10.3 The immediate supervisor and/or the Assistant Superintendent shall have the authority to approve or deny the request for conference attendance.
- 13.10.4 Consistent with District policies concerning expenses, expenses incurred will be reimbursed by the District. If lesser amounts of expense reimbursement will be allowed, the unit member will be so notified prior to the conference.
- 13.11 Health Leave: The District may grant an unpaid leave of absence to a permanent unit member for illness or injury not job related. A health leave may not exceed six (6) calendar months as an initial leave. The District, at its discretion, may extend the leave for two (2) additional six (6) month periods. The total leave shall not exceed eighteen (18) months. The District will continue to pay for those portions of the unit member's insurance program it had been paying for on the last day of the unit member's paid sick leave. The District shall continue this payment for up to twelve (12) months or until the unit member is granted disability payments by the Public Employees Retirement System, whichever occurs sooner. The unit member may not add coverages at District expense through the period of District payment following exhaustion of sick leave. The District shall not be obligated to sell the unit member any insurance coverage after this period. It shall be the unit member's responsibility to make timely arrangement for conversion from District coverage.
- 13.11.1 The unit member shall notify the District of the unit member's intended return date at least two (2) weeks in advance of the expiration date of the leave. Failure to provide such notice may be cause for termination.
- 13.11.2 The request to return from a Health Leave shall be accompanied by a statement from the unit member's physician indicating that the unit member can return to full-time employment without detriment to the unit member's health. The District may request, at District expense, the opinion of a physician chosen by the District.
- 13.11.3 Unit members on Health Leave who accept a position in another district may be subject to termination.
- 13.11.4 A unit member on Health Leave for eighteen (18) months or more shall be placed on a re-employment list at the expiration of the Health Leave if the unit member is unable to return to work. Such a unit member will remain eligible for reemployment for thirty-nine (39) months. At the end of that period the unit member's employment rights shall end. Should the unit member be able to return to work during the thirty-nine (39) month period, the unit member

will be returned to regular status upon request at the beginning of the next school year, or earlier if a position exists for which the unit member is qualified.

13.12 Maternity Leave:

13.12.1 Unit Member Options: Disabilities resulting from pregnancy and recovery therefrom are considered temporary disabilities and, in general, will be treated as conditions of illness. Sick leave may be used for such disabilities. However, a pregnant unit member may prefer a long-term unpaid General Leave. Prior to use of either type of leave, the pregnant unit member shall choose the type of leave preferred and notify the Human Resources Office in writing. Once made, this choice may be reversed only with the approval of the Human Resources Office.

13.12.2 Use of General Leave for Maternity: Under this option any pregnant unit member may request an unpaid leave for maternity purposes for a maximum period of one (1) year. Prior to such leave, the unit member shall submit in writing to the Human Resources Office, a statement indicating the beginning and ending date of the requested leave and shall also submit a physician's statement verifying pregnancy and indicating the unit member's health would not be jeopardized by continuing full employment activity until the date the leave would begin. An extension of the General Leave for maternity purposes will require approval of the District. In the event of miscarriage or premature birth, the unit member may request earlier return to work subject to a vacancy existing. Before actual return to work, a written physician's statement indicating the unit member is able to perform required duties shall be provided to the Human Resources Office by the unit member. In any event, the District shall be notified in writing at least ten (10) calendar days prior to the unit member's return to duty of the expected date of return, which notice shall include a statement from the physician indicating the unit member's condition warrants a return to full duty on the date specified.

13.12.3 Parenthood Leave:

A. At any time during the eight (8) months prior to becoming a parent or within thirty (30) days thereafter, a unit member who is not eligible for or does not wish to use sick leave for pregnancy may be granted an unpaid leave of absence under this section. The unit member's request

shall be made in writing at least ten (10) working days prior to the anticipated starting date of the leave.

- B. A leave under this section shall normally be granted for not less than a full semester or for the remainder of the semester in which the request is filed, not to exceed one (1) year. A leave granted to a unit member whose work year is less than twelve (12) months shall normally end on August 31. The District may grant shorter, longer, or extend leaves when requested by the unit member.
- C. If a unit member is granted leave under this section and, after the leave is granted, the unit member desires to return to work prior to the end of the leave, the unit member shall be reinstated in the next available vacancy within the unit member's classification after furnishing the Human Resources Office with a written request.

13.13 Military Leave:

13.13.1 Unit members who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlist, or who are otherwise ordered to active military service, shall be granted such leave and Military Leave pay as provided in the military and veterans' code. If they elect to return to the District upon honorable discharge, their placement on the salary schedule will be made with consideration given for the years served during this Military Leave.

13.13.2 In all cases when a unit member is ordered to duty during the normal school year, a copy of the orders affecting such leave must be provided for the unit member's records in the Human Resources Office. This must be accomplished prior to the actual beginning date of such leave. Reserve duty is usually for two (2) weeks and this absence will not cause loss of pay.

13.13.3 Unit members on an extended leave of absence for military service and who, upon discharge, do not return to District service within the time limits prescribed by the military and veterans code may be subject to termination.

13.14 Study Leave: Any unit member may, with the approval of the District, be granted a leave of absence with or without pay, not to exceed one (1) year for purpose of permitting study by the unit member for the purpose of retraining the unit member to meet changing conditions within the District.

13.14.1 No leave of absence shall be granted to any unit member for study purposes who has not rendered service to the District for at least seven (7) consecutive

years or for retraining purposes who has not rendered service to the District for at least three (3) consecutive years preceding the granting of the leave, and no more than one (1) such leave shall be granted in each seven (7) or three (3) year period, respectively.

13.14.2 Unit members must provide the District with written notice no less than thirty (30) days before the expiration date of the leave, or before May 15, whichever is earlier, of their intention to return. Failure to so notify the District will be considered as notice that the unit member will not return, and the unit member may be subject to termination.

13.15 General Leave: A leave of absence, with or without pay, may be granted by the District when no other leaves are available.

13.16 Unpaid Personal Leave:

13.16.1 The District may grant an unpaid leave of absence of a year or less to a unit member requesting such leave for personal reasons if the reasons stated are considered valid by the District. The decision of the District shall be final.

13.16.2 Application for an unpaid leave of absence of any length must be made to the Human Resources Office. A unit member who accepts a position in another District while on unpaid leave may be terminated.

13.16.3 A unit member granted an unpaid personal leave by the District may purchase any insurance plan the unit member has in force the day before the leave begins unless the carrier of the unit member's insurance plan prohibits such sale. The period for which such purchase may be made shall be subject to the carrier's limitations.

13.17 Extension of Leave: The District may grant an extension of Study Leave, Parenthood Leave, and/or Unpaid Leave to a unit member. A physician's statement may be required by the District to support a request for extension of Health Leave.

13.18 Misuse of Leave: A unit member may take a leave of absence only under the provisions specified in this section. Unauthorized leaves may result in loss of pay and disciplinary action. Leaves of absence shall not be used for strikes, walkouts, or any other form of concerted action related to employment. Unit members who accept positions in other school districts while on leave may be subject to termination.

13.19 Disability Leave:

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

13.19.2 If, during the thirty-nine (39) month period, the PERS determines that the disability no longer exists, the unit member will be returned to regular status upon request at the next available opening in the unit member's classification.

13.20 Leaves of Absence for Unit Members Elected to the Legislature:

13.20.1 A permanent unit member who is elected to the State Legislature or Congress shall be granted, upon request, an unpaid leave of absence for the length of the term or terms in office.

13.20.2 Unit members on such leave shall notify the District of intended return at least six (6) weeks prior to the expiration date of the leave.

13.21 Family Medical Leave and/or California Family Right Act Leave: The District shall comply with the requirements of the State and Federal Family Medical Leave Acts (FMLA) and/or California Family Right Act Leave (CFRA) pursuant to applicable State and Federal laws. The interpretation and implementation of these Family Medical Leave and/or California Family Right Act Leave provisions shall not diminish any contract benefits afforded all eligible unit members.

Family Medical Leave Act and the California Family rights Act Leave allows eligible employees to take leave for their own serious health condition, childcare, or specified family members' serious health condition.

Eligibility: A qualified permanent employee who has more than one year of continuous service with the District shall, upon request, be granted a Family Medical Leave and/or California Family Right Act Leave (unpaid, with benefits) for up to twelve (12) work weeks during any 12-month period. FMLA/CFRA Leave requires employees to have worked for at least one (1) year, and for a minimum of 1,250 hours over the previous twelve (12) months.

An employee who is eligible for this leave is required to provide at least thirty (30) days advance written notice to Human Resources if the need for FMLA/CFRA is foreseeable.

If the thirty (30) days advance written notice is not possible, then notice shall be given as soon as practical to Human Resources.

13.22 Classified Unit Member Catastrophic Leave Bank: The District and the Association agree to the establishment of a Classified Unit Member Catastrophic Leave Bank (Catastrophic Leave Bank). The intent of this bank is to provide additional financial protection to those unit members who incur a period of prolonged illness/injury or hospitalization.

13.22.1 Participation/Eligibility: Classified unit members with more than ten (10) days of accumulated sick leave and at least one year of service (at least 75% of the school year) in the district may participate in the Catastrophic Leave Bank. Unit members who elect to join the Catastrophic Leave Bank may join the bank only during open enrollment periods and must have a waiting period of thirty (30) calendar days after joining the bank before becoming eligible to withdraw from it. The Catastrophic Leave Bank shall not be available to any unit member during a paid leave of absence. Unit members returning from a Board approved extended leave of absence shall have thirty (30) calendar days from the first day of employment to sign up for participation in the Catastrophic Leave Bank if the open enrollment period has expired.

13.22.2 Donation of Days: A unit member may elect to participate in the Catastrophic Leave Bank by donating at least one (1) day (1 day = current daily hours assigned) of his/her accumulated sick leave or accrued vacation to the Catastrophic Leave Bank. No member shall contribute more than eight (8) days to the Catastrophic Leave Bank in any one open enrollment period. The unit member shall make this donation by filing an appropriate form with the Catastrophic Leave Bank Committee during the open enrollment period. This donation shall be irrevocable. A donation to the Catastrophic Leave Bank must be made from the unit member's accumulated sick leave and/or accrued vacation and shall not be designated to a specific unit member for his/her exclusive use.

13.22.3 Administration of the Bank: A Catastrophic Leave Bank Committee shall administer the Catastrophic Leave Bank. The Committee shall consist of six (6) members, three (3) appointed by the Superintendent and three (3) appointed by the Association. The Catastrophic Leave Bank Committee shall be responsible for receiving leave requests, verifying validity of requests, approving the full or less than full amount requested or denying requests, communicating its decision to affected unit members and the Superintendent, and soliciting donations of sick leave/vacation days from eligible unit members.

- 13.22.4 Mandatory Donations: Unit members who receive contributions from the Catastrophic Leave Bank must, upon return to duty, commence donations with a minimum of one (1) accumulated sick leave day or accrued vacation day per year until total donations equal the amount of donated leave received from the bank.
- 13.22.5 Enrollment Procedures: The District shall establish an open enrollment period each year for unit members to participate in the Catastrophic Leave Bank. The enrollment period shall be September 1 through December 1. Once a unit member becomes a participant in the Catastrophic Leave Bank, he/she shall not be required to reenroll each year.
- 13.22.6 Procedures to use/Withdraw Sick Leave – Conditions Restrictions:
- A. In order to be eligible to withdraw catastrophic leave from the bank, the unit member must be a participant and have exhausted all of his/her available accrued paid leave credits, which includes, but is not limited to, industrial injury leave, sick leave, compensatory time off, and vacation. Receipt of catastrophic leave does not delay the beginning or expiration of the period of eligibility for differential pay, nor does eligibility for differential pay affect the rate at which catastrophic leave is used.
 - B. A unit member electing to use the Catastrophic Leave Bank shall complete an appropriate form in order to make a draw on the bank. The unit member must submit this form to the Catastrophic Leave Bank Committee for processing. The unit member must provide an attending physician's statement, which verifies the catastrophic illness or injury and gives an estimated date of return to work.
 - C. In the event that the unit member is personally unable to apply for catastrophic leave, an immediate family member or unit member's agent may make the request for the applicant.
 - D. When the unit member may reasonably be presumed to be eligible for disability retirement under PERS, or, if applicable, Social Security, he/she may be required to apply for such retirement. Failure of the unit member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify the unit member from further Catastrophic Leave Bank benefits.

E. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, Association and/or Committee shall be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave donation.

- 13.22.7 Allowable Days: No more than five (5) days for each day previously deposited in the Catastrophic Leave Bank by the unit member may be utilized by that unit member for a single injury/illness. An initial request shall not normally exceed twenty (20) days. A unit member may request an additional twenty (20) days by filing an additional request for consideration by the Catastrophic Leave Bank Committee. The maximum number of days allowed to be utilized by one unit member for a single injury/illness shall not exceed forty (40) days. The number of sick bank days needed by the unit member shall be specified in the initial request. Any days approved by the Committee but unused by the unit member shall be returned to the Catastrophic Leave Bank.
- 13.22.8 Method of Payment: When a unit member uses a day from the Catastrophic Leave Bank, pay for that day shall be at the same rate the unit member would have received had he/she worked that day. No distinction shall be made as to the differing pay rates of the donor and the recipient.
- 13.22.9 Accounting: By September 29 of each year, the Payroll Office shall provide the Catastrophic Leave Bank Committee with a statement detailing the number of days withdrawn from the Bank during the past year and the number of days available in the Bank as of the first of July of the current year.
- 13.22.10 Termination of Catastrophic Leave Bank: If the Catastrophic Leave Bank is terminated for any reason, the hours remaining in the Bank shall be equally distributed to the then-current unit members enrolled in the Catastrophic Leave Bank. In the event of a natural disaster or catastrophic event having a generalized effect, the superintendent shall retain the right to suspend the provisions of this article.
- 13.22.11 Retrieval of Donated Sick Leave/Vacation Non-Grievable: Retrieval of donated sick leave/vacation used by another unit member pursuant to the

provisions of the Catastrophic Leave Bank sections of this Article shall not be subject to the grievance procedure of the Collective Bargaining Agreement. It is understood that donated sick leave/vacation is an irrevocable deposit and cannot be rescinded for any reason.

- 13.22.12 Hold Harmless: Any unit member who deposits donated sick leave/vacation into the Catastrophic Leave Bank must sign an agreement stating the unit member agrees to hold the District and the Association harmless for any and all claims and liabilities arising out of such deposit.

ARTICLE XIV

TRANSFERS/ PROMOTIONS/REASSIGNMENTS/ VOLUNTARY DEMOTIONS

- 14.0 Definitions: For the purpose of this article, the following definitions shall be in effect:
- a. "Transfer" is a change in the unit member's worksite without a change in classification.
 - b. "Promotion" is advancement in job classification to a higher classification. A promotion requires a new six month probationary period.
 - c. "Reassignment" is a change in the unit member's classification to another classification at the same salary range, when the unit member possesses the necessary qualifications for the new position. A reassignment requires a new six month probationary period unless the unit member has previously completed the probationary period in that classification.
 - d. "Voluntary Demotion" is a change in the unit member's current classification to a lower classification. A voluntary demotion requires a six month probationary period unless the unit member has previously completed the probationary period in the classification the unit member is demoting into.
- 14.1 Requests for Transfer, Promotion, Reassignment, or Voluntary Demotion: Requests for transfer, promotion, reassignment or voluntary demotion shall be made at any time an eligibility list has not been established and after the unit member has satisfied the probationary period of the current position, except for part-time Food Service unit members who may request a transfer any time after completing the first three (3) months of probation. A unit member who is reassigned as a result of layoffs or a reduction in hours shall be allowed to request a transfer immediately after the reassignment is made. The request shall be submitted to the Human Resources Office on the form "Classified Employee Request for Transfer, Promotion, Reassignment, or Voluntary Demotion."
- 14.2 Filling Vacancies: When the District determines a vacancy exists, and no eligibility list is in force, a vacancy notice shall be sent to all worksites for posting on the bulletin boards where other notices to unit members are posted. The District shall provide the CSEA Chapter #506 President, Full Release Member, and the CSEA Labor Relations Representative a copy of all vacancy notices.

14.2.1 Application Period: All vacancies shall remain open for five (5) or more work days following the day the vacancy notice is issued.

14.2.2 Notice Contents: Vacancy notices shall include the job title, a brief description of the position, a list of typical tasks, the skills and abilities required, the number of hours per day, days per week and months per year assigned to the position, the salary range, and the deadline for applying for the position.

14.2.2.1 Job descriptions for all classified job classifications shall be required to have the duties fixed and prescribed as required by Education Code 45109.

14.2.3 Application Procedure: Any unit member may apply for a voluntary transfer, promotion, reassignment or voluntary demotion opportunity whenever an eligibility list has not been established and once the unit member has satisfied the probationary period of the current position. A unit member who is reassigned as a result of layoffs or a reduction in hours shall be allowed to request a transfer, promotion, reassignment or voluntary demotion without having to satisfy the probationary period of the reassigned position. The request shall be submitted to the Human Resources Office on the form "Classified Employee Request for Transfer, Promotion, Reassignment, or Voluntary Demotion."

14.3 The Selection Process: Any unit member who applies for a transfer, promotion, reassignment or voluntary demotion shall be sent notification of the unit member's status within five (5) working days of the selection decision. Any unit member not accepted for the position may request a meeting with the Director, Classified Personnel or Designee within five (5) working days after receiving a denial notification.

The unit member shall be given verbal reasons during the meeting for denial and information on how to become better prepared for a similar future transfer, promotion, reassignment or voluntary demotion opportunity. Upon request by the unit member, a CSEA Representative may be present at the meeting with the Director, Classified Personnel or designee.

Once selected for a voluntary transfer, reassignment or voluntary demotion the unit member shall not be eligible for another transfer, reassignment or voluntary demotion for six (6) months.

14.3.1 Selection Criteria: Criteria used for a vacant position shall include:

- a. Successful completion of the interview process
- b. Specific experience
- c. Preferred skills
- d. Interest/motivation
- e. Satisfactory or better references

14.3.1.1 Whenever there are three (3) or more unit members who are fully qualified for the vacant position who have an appropriate transfer request on file in the Human Resources Office, the District shall select one of such District unit members for the job. Such selection shall include the following criteria:

- a. Last regularly scheduled evaluation is satisfactory or better
- b. Successful completion of the interview process
- c. Specific experience
- d. Preferred skills
- e. Interest/motivation
- f. Satisfactory or better references

14.3.2 Promotions: Any unit member in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to insure that not less than the equivalent of a two (2) range (approximately five (5%) percent) increase as a result of that promotion, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class. A promoted unit member's rate of pay shall be effective on the date the unit member assumed the new position, but no later than two weeks after the date of selection, when the promotional position is vacant. Upon written request by the unit member, the District shall provide the results of any tests required for promotion.

14.3.2.1 When a unit member has been promoted and then fails to perform satisfactorily in the new position, the unit member shall be restored to a position in the unit member's former classification. However, such unit member shall not have the right to bump another unit member in order to implement this provision. Should a position not be available in the unit member's former classification, the unit member shall serve as a first call replacement until a regular assignment becomes

available. Salary shall be at the range and step that the unit member would have attained had the promotion not occurred.

14.3.2.2 A unit member who is promoted and fails to complete the required probationary period shall be returned to the unit member's former classification prior to the promotion. If the unit member's former position is a valid vacancy, the unit member shall be reassigned to the position.

14.3.2.3 If a position in the former classification is unavailable, the unit member will be assigned on a temporary basis to the best available assignment with the same benefits and pay the unit member had received prior to the promotion. A step increase will be granted if the unit member would have received one had the unit member remained in the former classification.

14.3.2.4 If the unit member's former classification no longer exists, Article XV shall apply.

14.3.2.5 If a promoted unit member returns to the unit member's former classification, the unit member shall, for seniority purposes, be credited with time paid in the promoted classification.

14.4 Temporary Reassignments: Nothing in this section shall prohibit the Human Resources Office from making reasonable temporary reassignments when the unit member's salary and benefits are not affected. A classified unit member who has permanent status and who is assigned to a lower classification for the convenience of the District shall not receive a change in salary for the period of temporary assignment. If, at the end of the fiscal year, the unit member chooses to remain permanently in the lower classification, the unit member's request will be considered a voluntary demotion and the necessary salary adjustments will be made effective the first working day in the new fiscal year. If the unit member chooses to return to the unit member's original class rather than accept voluntary demotion, the unit member will have bumping rights as a displaced unit member.

14.5 Administrative Transfers: Under extraordinary circumstances, after conferring with the employee and the Association, the Superintendent or Superintendent's designee may transfer an employee to a different work site. Such transfers shall be limited to no more

than two (2) administrative transfers in any school year, and shall not be for punitive or disciplinary reasons.

- 14.6 Mileage Compensation During Temporary Assignments: Unit members required to drive their own vehicle in order to work at a worksite on temporary assignment which is more than five (5) miles from the unit member's normal worksite, shall be compensated for the total one-way mileage difference between the normal worksite and the temporary worksite at the amount established in the Agreement for reimbursement for mileage, provided that the unit member submits a request for reimbursement according to established District procedure. Summer assignments for ten (10) month unit members or eleven (11) month unit members shall be considered additional rather than temporary assignments and unit members accepting such shall not be eligible for mileage reimbursement under this provision.

ARTICLE XV

LAYOFF AND REEMPLOYMENT

The following provisions shall take effect whenever bargaining unit members are subject to layoff or reduction in assigned time:

- 15.0 Whenever it is considered necessary by the District to reduce the number of classified unit members because of lack of work or lack of funds, or whenever it is deemed necessary or desirable by the District to diminish or terminate a service or a program, the Superintendent shall recommend the specific positions to be discontinued. The District shall notify CSEA in writing of any such proposal(s) when the need therefore becomes reasonably apparent, but in no event later than at least sixty (60) calendar days prior to the effective date. Such notice shall be sent to the CSEA Chapter President and the CSEA assigned Labor Relations Representative.
- 15.1 Notice: Unit members shall receive notice of layoff sixty (60) calendar days prior to the effective date of the layoff and shall be informed of their displacement rights, if any, and reemployment rights. No unit member shall be notified of any "reasonable assurance" of reemployment where the District does not reasonably believe such reemployment shall occur as offered.
- 15.1.1 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries for classified unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the District, without the required notice.
- 15.2 Order of Layoff: Whenever a classified unit member is laid off, the order of layoff within the class shall be determined by date of hire effective July 1, 1991. The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the order of seniority.
- 15.2.1 For purposes of this section, for service commencing after July 1, 1971, and prior to July 1, 1991, seniority has been calculated based on the total hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis.
- 15.2.2 The District shall assign seniority numbers to all current unit members based upon their hours in paid status as of June 30, 1991.

- 15.2.3 The District shall assign seniority numbers to unit members hired after June 30, 1991, based upon that member's date of hire, and date of hire shall mean the unit member's first date of paid service to the District in a probationary status.
- 15.2.4 If two or more unit members have the same date of hire, the District shall assign seniority number by lots.
- 15.3 Reemployment Rights: Permanent unit members who have been laid off shall be placed on reemployment lists by class and in order of seniority. A reemployment list shall remain in force for a period of thirty-nine (39) months. Persons on such a list shall be reemployed in preference to new applicants.
- 15.3.1 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided that the same tests of fitness under which they qualified for the appointment shall still apply.
- 15.4 Bumping Rights: A unit member laid off from the unit member's present class may bump into the next equal or lower class in which the unit member has greater seniority considering the unit member's seniority in that class and any higher classes in which the unit member has served.
- 15.5 Notification of Reemployment Opening: Any unit member who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the unit member, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.
- 15.6 Unit Member Notification to District: A unit member shall mail, or otherwise notify, the District of the unit member's intent to accept or reject re-employment within ten (10) working days following receipt of the re-employment offer notice. If the unit member accepts re-employment, the unit member must report to work in accordance with the District's offer, but in no event may the unit member be required to report earlier than fifteen (15) working days following receipt of the re-employment notice. A unit member who refuses such re-employment offer thereby forfeits all re-employment rights and the unit member's name shall be removed from the re-employment list.

- 15.7 Retirement in Lieu of Layoff: Any unit member in the bargaining unit may elect to accept a service retirement in lieu of layoff. Such unit member shall, at least ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.
- 15.7.1 The unit member shall then be placed on a reemployment list in accordance with this Article; however, the unit member shall not be eligible for re-employment during such other period of time as may be specified by law.
- 15.7.2 When an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person until the Public Employees' Retirement System has properly processed the unit member's request for reinstatement from retirement.
- 15.7.3 A unit member who retires and is eligible for re-employment and who declines an offer of re-employment equal to that from which laid off shall be deemed to be permanently retired and to have forfeited re-employment rights.
- 15.7.4 Any election to retire after being placed on a re-employment list shall be retirement in lieu of layoff within the meaning of this section, if at the time of such election the unit member notifies the District in writing that the unit member wishes to have the retirement considered to be taken in lieu of layoff.
- 15.8 Health and Welfare Benefits: Unit members subject to layoff and/or reduction in hours shall receive health and welfare benefits as described in Article IX for three(3) months after the effective date of the layoff at the benefit level received prior to the layoff.
- 15.9 Vacation Benefits: Unit members shall be at the same vacation accrual rate when rehired from a valid re-employment list.
- 15.10 Substitute Work: Unit members on layoff who sign up to substitute shall be offered substitute work within their classification and/or within classifications that they are minimally qualified. This provision shall not be subject to the grievance procedure and does not apply to unit members under section 15.11.
- 15.11 Reduction in Assigned Time in Lieu of Layoff: Any reduction in the regularly assigned working hours of a permanent unit member shall be considered a layoff and the provisions of this Article shall apply.
- 15.11.1.1 The order of reductions in the regularly assigned working hours shall be in accordance with Section 15.2 and its subsections.

15.11.1.2 Unit members who take voluntary reductions in assigned working hours in lieu of layoff shall be, at the unit members option in accordance with their seniority, returned to a position with increased assigned hours as vacancies become available during the time they are on a valid re-employment list. However, if the unit member is offered the same hours as the original assigned hours reduced from and the unit member turns those hours down then that unit member shall be removed from the re-employment list.

15.11.1.3 The District will try to maintain the most available hours for unit members subject to reduction in assigned time. The District may consider the following:

- A. Unit members may be offered transfers to other sites to maintain the most available hours.
- B. The District may offer unit members the opportunity to work at more than one site to maintain or provide for the most available hours closest to the original assigned hours reduced from if not in conflict with District program needs.
- C. The District may offer unit members with seniority in other classifications the opportunity to work more than one classification to maintain or provide for the most available hours closest to the original assigned hours reduced from if not in conflict with District program needs.

15.11.1.4 Notwithstanding anything in Article XV to the contrary, any reduction in regularly assigned working hours of CSEA unit member positions shall be negotiable relative to both the decision and the effects so long as CSEA timely demands to bargain. If CSEA desires to negotiate any reduction in regularly assigned working hours, CSEA shall provide the District with a written demand to bargain within 10 workdays of the District's notice of its intent to reduce regularly assigned working hours. CSEA's notice shall state whether it seeks to negotiate: (1) only the decision to reduce regularly assigned working hours, (2) only the effects of the reduction in regularly assigned working hours, or (3) both the decision to reduce regularly assigned working hours and the effects of that reduction. CSEA's failure to provide the District with timely notice pursuant to this Section 15.11.1.4 shall be deemed a waiver of all rights under this Section 15.11.1.4. Nothing in this Section 15.11.1.4 shall be interpreted to require the District to negotiate the decision to layoff CSEA bargaining unit members or to negotiate the effects of the decision to layoff CSEA bargaining unit members.

- A. Notwithstanding anything in this Section 15.11.1.4 to the contrary, a reduction in hours of a vacant position shall be nonnegotiable, both to the decision and its effects, except reductions in hours of vacant positions resulting from layoffs within the past 39 months. If the District proposes to reduce the hours of a laid off position, and such layoff occurred less than 39 months prior to the date on which the District proposes to reduce the hours of the position, the reduction in the hours of that position shall be negotiable relative to both the decision and the effects. If the District seeks to reduce the hours of a position that is vacant as a result of a layoff that occurred more than 39 months prior to the date on which the District proposes to reduce the hours of that position, the District shall have no obligation to negotiate the decision to reduce the hours of that position or the effects of the decision to reduce the hours of that position. Notwithstanding anything in this Section 15.10.1.4 to the contrary, if the District eliminates both part-time and full-time positions, the District retains the right to decide to reinstate only the part-time positions without bargaining that decision.
- B. If the District reduces the hours of a position following that position's incumbent's promotion to another position, the incumbent shall retain all rights under Article XIV should that incumbent fail to complete his or her probationary period, including the right to return to the same position if vacant or the best available assignment with the same benefits, hours, and pay the incumbent had received prior to the promotion.

15.11.5 For unit members impacted by reduction in force, the site shall provide orientation and training (as needed), prioritization of assigned duties, with follow up planning as needed.

15.12 Elimination of Classification: When a classification is eliminated by District decision and a unit member in that class has no previous District service in an equal or lower class, that unit member shall be laid off and the unit member's name shall be placed on a reemployment list for those equal or lower classes for which the District considers the unit member qualified.

15.12.1 Placement of the unit member's name on a reemployment list for a classification in which the unit member has no previous service shall be

below that of any unit member on that list who has served in the classification.

ARTICLE XVI

EVALUATION PROCEDURES

- 16.0 Each permanent unit member shall receive a written evaluation at least once every other year. New unit members shall be on probation for nine (9) working months and the District shall provide each probationary unit member with a written evaluation no later than the month following the unit member's third (3), sixth (6), and eighth (8) month of employment. At least one (1) copy of each evaluation shall be placed in the unit member's personnel file.
- 16.1 When a unit member is promoted, that unit member shall serve a probationary period of six (6) months in the new position. The District shall provide each unit member who has been promoted to a position in a higher classification with a written evaluation in the month following the unit member's third (3) and fifth (5) months of service in the new position.
- 16.2 Evaluation is an ongoing process and evaluations may be made at any time that such may be of benefit either to the unit member or to the District. When an evaluator believes the unit member's performance is less than satisfactory, the evaluator shall notify the unit member in writing of such fact, describe the nature of the specific unsatisfactory performance, make specific recommendations for improvement, provide for observation if applicable, and allow sufficient time for improvement. The above process need not be implemented when the evaluator recommends dismissal of a non-permanent probationary unit member.
- 16.3 Each unit member must receive from the unit member's supervisor a copy of the evaluation report to be sent to the Human Resources Office, and the supervisor shall meet with the unit member at the time the unit member signs the evaluation to discuss the evaluation. The unit member shall sign the copy to be sent to the Human Resources Office. The signature shall mean only that the unit member has received a copy of that report. If the unit member refuses to sign the evaluation, the supervisor shall write "refused to sign" and the date in the unit member block.
- 16.4 Whenever a unit member receives an evaluation with which the unit member does not agree, the unit member shall have the right to write a rebuttal, and submit it to the Human Resources Office. This rebuttal shall be attached to the appropriate evaluation copy in the unit member's personnel file.

- 16.5 A unit member shall have the right to grieve an alleged violation of the evaluation procedures. The actual wording of the evaluation shall not be grievable.
- 16.6 A unit member alleging that the supervisor has made a false statement of fact in an evaluation may appeal the statement in such evaluation to the supervisor's supervisor who shall review the evaluation.
- 16.7 No member of the bargaining unit shall evaluate or discipline any other member of the unit. However, a unit member may provide constructive input to the administrator or supervisor if the unit member's job responsibilities require the coordination or direction of the evaluatee in the performance of the unit member's duties.

ARTICLE XVII
PERSONNEL FILES

- 17.0 Personnel Files: The personnel file of each unit member shall be maintained at the District's central administration office. No dismissal action shall be taken against a permanent unit member based upon events or circumstances which are not reflected in materials in the central administration office personnel file, unless the action is based upon materials originated by another governmental agency.
- 17.1 Unit members shall be provided with copies of any derogatory written statements five (5) workdays before it is placed in the unit member's personnel file. Full time permanent unit members shall be given up to two (2) hours during normal working hours and without loss of pay to prepare a written response for each issuance of derogatory documentation. The written response shall be attached to the material. Such release time must be utilized no later than forty-five (45) calendar days after the issuance of derogatory documentation. Such leave may only be used in maximum blocks of two (2) hours per day.
- 17.2 A unit member shall have the right to claim unpaid released time to examine and/or obtain copies of any material from the unit member's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the unit member involved, or the results of any form of promotional examination.
- 17.3 The District shall keep a log indicating the persons other than unit members in Human Resources who have examined a personnel file as well as the date such examinations were made. Such log and the unit member's personnel file shall be available for examination by the unit member or the CSEA representative if authorized in writing by the unit member. The log shall be maintained in the unit member's file. Access to unit members' personnel files shall be restricted to persons on official District business.
- 17.4 Any person who places written material or drafts written material for placement in a unit member's file shall sign the material and signify the date on which such material was drafted.

ARTICLE XVIII
GRIEVANCE PROCEDURES

18.0 Definitions:

18.0.1 Grievance: A grievance is a written complaint by a unit member or CSEA, that there has been an alleged violation, misinterpretation, or misapplication of a provision of this Agreement.

18.0.2 Grievant: The term "grievant" shall include either the unit member or the CSEA, whichever is applicable.

18.0.3 Workdays: The days and hours the District Administrative Offices are open for business.

18.1 General Provisions: Every unit member shall have the right to present grievances in conjunction with a certified Job Steward or the assigned Labor Relations Representative present. Nothing contained in this Article shall be construed to prevent any individual unit member from discussing a problem with an agent of the District and having it resolved without filing a grievance as provided herein.

18.1.1 The failure of the grievant to act within the prescribed time limits stated in this Article will act as a bar to any further appeal. The failure of the District to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits stated herein shall not apply between June 20 and September 1.

18.1.2 Hearings and conferences under this procedure shall be conducted at a time and place which will afford an opportunity for all persons entitled to be present to attend and will be held, insofar as possible, during the hours the District Administrative Offices are open for business. When such hearings and conferences are held at the request of the District during the regular workday, all unit members whose presence is required shall be released without loss of pay for those hours they are required to attend such hearing or conference. However, the District will not release without loss of pay more than one (1) representative per grievance.

18.1.3 Any investigation or other handling or processing of a grievance by a grievant or the CSEA shall be conducted so as to result in no interference with or interruption of the instructional program or regular work flow.

18.1.4 Three (3) CSEA representatives identified by name by the CSEA to the District each September shall be afforded reasonable time off for investigation of

grievances, limited to amount of time necessary, not to exceed three (3) days' total released time per month. One (1) day's notice shall be provided by the CSEA representative when requesting release time to investigate a grievance. No more than one (1) representative shall be released for each grievance

18.2 Levels in the Grievance Procedure:

18.2.1 Level One: Any unit member who has a grievance shall reduce such matter to writing within twenty-two (22) workdays after the unit member has knowledge or reasonably should have knowledge of the event which caused the grievance and submit it to the immediate supervisor who shall meet with the unit member and/or a CSEA Representative in an attempt to resolve the matter. Such meeting and a response in writing by the immediate supervisor will be made within ten (10) workdays after submission of the grievance into Level One.

18.2.2 Level Two: If the grievance is not resolved in Level One, a written notice of appeal to Level Two shall be served by the CSEA to the District within ten (10) workdays following disposition of the grievance in Level One. Such grievance shall be discussed at a meeting with the CSEA, including the unit member, a CSEA Representative, and/or a CSEA Staff Representative, and the Superintendent and/or whomever else the Superintendent elects to be present. Such meeting and a response in writing by the District will be made within ten (10) workdays after the submission of the grievance into Level Two.

18.2.3 Level Three: If the grievance is not resolved in Level Two, within ten (10) workdays after receipt of the District's reply, the CSEA may submit a written notice to the District of its intent to submit the grievance to mediation with a mediator appointed by the State Mediation and Conciliation Service. Within ten (10) workdays following receipt of the CSEA's notice of intent to submit the grievance to mediation, the District may request of the State Mediation and Conciliation Service an appointment of a mediator. If the parties are not in agreement to use mediation to resolve a specific grievance, the parties shall skip this Level and proceed to Level Four.

18.2.3.1 Settlement offers made in the mediation process shall not be referred to in subsequent arbitration proceedings.

18.2.4 Level Four: If the grievance is not satisfactorily settled in Level Two or Three, either party may, within ten (10) workdays after conclusion of the mediation process, submit a written notice of its intent to submit the grievance to final and binding arbitration. Within ten (10) workdays following receipt of the notice of

intent to submit the grievance to arbitration, the District shall request the State Mediation and Conciliation Service to provide a list of seven (7) arbitrators from which the parties shall strike alternately until only one (1) name remains, with the first strike determined by a flip of a coin. The remaining name shall be the arbitrator.

18.2.5 All arbitration hearings shall be held within the boundaries of Riverside Unified School District. The cost of the arbitrator's services shall be borne equally between CSEA and the District. The arbitrator shall have no authority to add to, subtract from or to change any of the terms and conditions of this Agreement. The arbitrator's decision must be based upon the arbitrator's interpretation of meaning or application of the language of the Agreement.

18.3 Waivers: Any of the time limits set forth in this Article may be waived by agreement between the parties.

18.4 CSEA Grievances: CSEA grievances may be filed at Level Two and must be signed by the CSEA president or designee.

18.5 CSEA Staff Representatives: Upon notice to the immediate supervisor, the CSEA Labor Relations Representative shall be granted access at such reasonable times and to such proper areas of the District's premises when such visits are necessitated by matters concerning the administration of this Article.

18.6 Group Grievances: If the grievances involve unit members with different immediate supervisors, the grievances may be consolidated and filed at Level Two.

ARTICLE XIX

DISCIPLINARY ACTION AND DISMISSAL PROCEDURES

- 19.0 The District may impose discipline or dismissal on permanent unit members when the work performance or behavior of the unit member is such that prior verbal and/or written warnings by the immediate supervisor have failed to result in a remediation of the unsatisfactory performance or behavior. The District may suspend with pay, suspend without pay, with a Disciplinary Hearing offered to the unit member, dock pay for absence without authority, with a Disciplinary Hearing offered, or discipline unit members in other appropriate manners to correct or remediate a unit member's unsatisfactory performance or behavior. The District may dismiss permanent bargaining unit members when the District has attempted to remediate unsatisfactory performance or behavior.
- 19.1 Right to Request Hearing: A permanent unit member has the right to request an informal hearing with the immediate supervisor prior to disciplinary action and/or dismissal. If requested, such a hearing will be held.
- 19.2 Right to Suspend: The District retains the right to suspend a permanent unit member, with or without pay, without warning when the health and/or welfare of students or other unit members is endangered by the continued presence of the unit member, and/or where the unit member's presence is a danger to the property of the District or others, and/or in cases of aggravated insubordination. Suspension without pay for causes other than those listed above shall be made only in accordance with the procedures set forth in the subsequent sections of this Article. Suspension with pay of any unit member for causes other than those listed above may be made by the person charged with supervisory responsibility for the unit member pending formal action by the District. Unit members suspended with pay shall, upon request, be given written notice of the cause therefore, as soon as possible following the suspension order.

19.3 Summary Discipline:

19.3.1 Summary Discipline shall be defined as a suspension with or without pay for not more than two days. Such action shall be initiated by written notice from the Assistant Superintendent, Human Resources.

19.3.2 Appeal: Within five (5) working days of issuance of a summary discipline notice, the unit member shall have the right to appeal said action to the Superintendent or designee. Within five (5) working days after the appeal referenced above, the unit member shall have the right to appeal to the Board of Education. The Board may hear the appeal, designate one of its members to hear the appeal, or designate a hearing officer to hear the appeal on its behalf. The Board's determination shall be conclusive.

19.3.3 It is expressly understood that the application of this section shall be for corrective or remedial purposes exclusively. Punitive, discriminatory or arbitrary application of this section shall be subject to grievance procedure review.

19.3.4 Failure of a unit member to appeal summary discipline shall not prejudice the unit member's right to defend allegations in subsequent hearings.

19.4 Causes: Causes for disciplinary action shall include, but not be limited to the following:

19.4.1 Incompetence, inefficiency, inattention to or dereliction of duty, lack of ability, or failure to perform the assigned duties in a satisfactory manner.

19.4.2 Insubordination, failure to obey direction or observe rules of school district superiors, or willful and persistent violation of the provisions of the District policies and/or the Education Code.

19.4.3 Conviction of any felony, conviction of a misdemeanor involving moral turpitude; work related dishonesty, immoral conduct, drunkenness on duty, addiction to or use of narcotics, or fraud in obtaining employment with this school district.

19.4.4 Political activity during the assigned hours of duty.

19.4.5 Persistent discourteous treatment of the public or of fellow unit members or other willful failure of good conduct tending to injure the public service.

19.4.6 Physical or mental incapacity.

19.4.7 Absence without leave which may include any, any combination of, or all of the following: frequent tardiness and/or other failure(s) to report to the assigned place of work at the assigned time; inexcusable and unauthorized absence from the District; inexcusable and unauthorized absence from the District with the

intent to avoid lawful special assignments; and/or inexcusable and unauthorized absence from the District with the intent to abandon position. Any of the foregoing forms of absence without leave may be sufficient cause for disciplinary action; however, the extent to which such absence(s) harmed the Public Service, and any matters in extenuation and/or mitigation shall be outcome determinative as to the form of the discipline to be imposed, if any. For the purposes of this section, subject to rebuttal, it shall be presumed that any unit member absent without leave for a period in excess of five (5) days shall have intended to abandon the unit member's position.

19.5 Notification: Unit members shall receive written notification of District intention to suspend without pay or dismiss prior to such District action in all cases other than those situations set forth in section 19.2 above. Unit members charged solely with infractions related to the matters set forth in section 19.4.1, above, and who request a Disciplinary Hearing will continue in paid status until the Hearing Officer renders a decision. Notwithstanding the foregoing, if such a unit member requests an extension beyond the hearing date set by the District, such unit member may be placed in unpaid status effective the day after the hearing date set by the District.

19.6 Procedure: With the notice of intent to suspend or dismiss, the unit member shall receive written notification of the effective date of the intended action, a written statement of the specific acts and/or omissions upon which the disciplinary action is based, and copies of documents and other materials which support the proposed action and the date by which the unit member may respond either orally or in writing to request a pre-disciplinary (Skelly) hearing.

19.6.1 Following the pre-disciplinary (Skelly) hearing, if any, a determination will be made by the District as to the appropriate disciplinary action, if any.

- 19.6.2 If the District determines action should be taken, the unit member shall receive in person, or by certified mail, written notification of this determination accompanied by written notification of the effective date of the action, a statement of the specific acts and/or omissions upon which the disciplinary action is based, copies of documents and other materials which support the action, and a statement advising the unit member of the unit member's right to a hearing wherein the unit member shall have the right either to self-representation or to representation by a conferee or legal counsel.
- 19.6.3 The unit member shall have five (5) workdays following the service of this notice to request a Disciplinary Hearing. If the unit member desires a hearing, the unit member must sign a written request for such within the five (5) day period following the delivery or mailing of the notice. The District shall include an election form to request such Disciplinary Hearing with this notice.
- 19.7 Disciplinary Hearing: All Disciplinary Hearings shall be held before a Hearing Officer mutually selected by the parties of this Agreement. If mutual selection attempts prove unsuccessful, the parties shall request the California State Mediation and Conciliation Service to provide a list of seven (7) arbitrators from which the parties shall strike alternately until one (1) name remains, with the first strike determined by the flip of a coin. The remaining name shall be the Hearing Officer. The cost of the Hearing Officer shall be borne equally by the District and the CSEA. The hearing procedures shall be in conformance with law. Upon completion of the hearing, the Hearing Officer shall prepare the Findings of Fact and Conclusions of Law that constitute the results of the hearing, and form the basis for the decision of the Board of Education. If the Board of Education does not accept a Hearing Officer's recommendation, that is favorable to the employee, the District will pay the cost of the Hearing Officer. The decision of the Board of Education shall be final.
- 19.8 Non-grievability: The procedures in this article for herein regarding discipline are intended to provide due process and are to be exclusive and therefore shall take the place of access to the grievance procedures as set forth in Article XVIII of this Agreement.

ARTICLE XX

SAFETY CONDITIONS OF EMPLOYMENT

- 20.0 CAL/OSHA: The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act of 1973 (CAL/OSHA). Enforcement and rule-making authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety has jurisdiction for inspection and the enforcement of standards; therefore, any disputes arising relating to CAL/OSHA requirements are exempted from the grievance process.
- 20.1 District Safety Committee: CSEA shall provide the District, in writing, the names of two (2) unit members who shall be appointed to the committee. CSEA shall provide the District, in writing, any changes of appointment. These unit members shall be provided paid release time for those hours the District requires them to participate in committee functions.
- 20.2 Report of Incident: Should a unit member be attacked, assaulted, or menaced by any person in the course of employment, the unit member shall report the incident to the immediate supervisor who shall promptly report the incident to the police and the District Human Resources Office. The District shall comply with any reasonable request by the unit member involved for information in its possession relating to the incident and the persons involved.
- 20.3 Report of Complaint: Any citizen or parent complaint about a unit member shall be reported immediately to the unit member in writing by the supervisor receiving the complaint, unless the complaint involves an allegation that the unit member has committed an unlawful act.
- 20.4 Second Stage Smog Alert: When supervisors receive notice that a second stage oxidant episode has been called for Riverside by the South Coast Air Quality Management District, all unit members working outside buildings shall be released from the work at hand and given assignments inside, unless stopping the work at hand would endanger the health and safety of students or other employees.

ARTICLE XXI
NEGOTIATION PROCEDURES

- 21.0 Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall, not earlier than March 1, nor later than May 30 prior to the termination date set forth in this Agreement, provide written notice and a proposal to the other party of said desire and the nature of the desired amendments and cause the public notice provisions of law to be fulfilled.
- 21.1 Commencement of Negotiations: Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 21.2 Impasse: If notice has been given in accordance with the preceding sections and the parties have not been able to agree upon terms of a new Agreement within forty-five (45) days prior to expiration date of this Agreement, either party may institute impasse procedures in accordance with the rules of the Public Employment Relations Board.
- Once the impasse procedures have been invoked, this Agreement shall remain in full force and effect until the conclusion of the impasse process.
- 21.3 Release Time for Negotiations: CSEA shall have the right to designate six (6) unit members, each of whom shall be given reasonable release time to participate in negotiations.
- 21.4 Closed Meetings: The meetings shall be closed to the public. Each party shall maintain its own minutes of the negotiation sessions and neither party shall take or permit any types of electronic machine recording of the sessions.
- 21.5 Pre-Negotiation Agreements: Further aspects of pre-negotiation agreements shall be the first subject at the commencement of any pre-negotiation process.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- 22.0 Term of Agreement: This Agreement shall remain in full force and effect from March 20, 2013, up to and including June 30, 2015, and thereafter shall continue in effect year by year unless one (1) of the parties notifies the other in writing no later than May 30, nor earlier than March 1, of its request to modify, amend, or terminate the Agreement. Furthermore, each party may reopen the salary, fringe benefit provisions, and one article of this agreement upon timely notification as set forth above.
- 22.1 Completion of Negotiations: During the term of this Agreement, the District and CSEA expressly waives and relinquishes the right to meet and negotiate and agrees that the District and CSEA 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 each subject or matter may not have been within the knowledge or contemplation of either or both the District or the CSEA at the time they met and negotiated the Agreement, and even though such subjects or matters were proposed and later withdrawn.
- 22.2 Effect of this Agreement: It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over laws to the extent permitted by law, and that in the absence of specific provisions in this Agreement, District practices and procedures are discretionary. This written Agreement sets forth the full and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein.
- 22.3 Severability: Each section, part, term, and provision of the Agreement shall be considered severable. If, for any reason, any section, part, term, or provision herein is determined to be invalid and contrary to or in conflict with, any existing or future law or regulation of the legislature, or a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, sections, parts, terms, or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto. The invalid section, part, term, or provision shall be deemed not to be a part of this Agreement, and subject to immediate negotiation.

22.4 Ratification of Additions or Changes: Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE XXIII

YEAR-ROUND EDUCATION (YRE)

23.0 General: The District intends to implement Year-Round Education (YRE) schools in the 1991-92 school year at the K-6 levels. The District will provide no less than one hundred (100) workdays' notice to the Association prior to implementing YRE at any particular site in order that the Association can participate in planning and providing input prior to decision making.

In addition, if the District decides to implement YRE school at grade levels other than K-6, it will give the Association one hundred (100) workdays' advance notice prior to such implementation and will meet and negotiate with the Association the "in scope" effects of such expansion of YRE. The parties will make reasonable efforts to meet at least twice a month during the one hundred (100) workday period subject to the availability of the parties. If the District and the Association have not reached agreement by the end of the one hundred (100) workday period, the parties will continue to meet and negotiate in good faith, and both parties retain all PERB rights in regards to the implementation. Upon mutual agreement, the District and the Association may meet and negotiate new matters arising as a result of the implementation of YRE programs during the term of the Agreement.

23.1 Transfer To and From Year-Round Education:

23.1.1 The District shall make every reasonable effort to have participation in the YRE voluntary on the part of all unit members.

23.1.2 Unit members presently assigned to schools newly designated as YRE sites shall have the right to remain at those worksites in those positions unless they are subject to the layoff process.

23.1.3 YRE transfer request shall be done in accordance with the provisions of Article XIV of the collective bargaining agreement, except as provided below:

The District shall make every reasonable effort to transfer those unit members who do not wish to work in schools newly designated as YRE sites. Such unit members shall be given the first opportunity, except for those unit

members in a layoff status with bumping rights, to transfer to vacancies in traditional school program sites.

- 23.1.4 Within (10) workdays after the District notifies all unit members that a particular school has been designated as a YRE site, a unit member who wishes to leave must notify, in writing, the site administrator of the unit member's intention.
- 23.1.5 Within fifteen (15) workdays after the District announces that a particular school has been designated as a YRE site, the District shall post, at all school sites, any available openings at YRE sites. Unit members interested in being transferred to a particular opening shall notify the Human Resources Office in writing within ten (10) workdays from the date of posting.
- 23.1.6 The District will provide four (4) hours release time to a unit member transferred to, from, or within YRE in cafeteria, custodial, instructional aides, library, or clerical classifications for the purpose of relocating.
- 23.1.7 The District will make every reasonable effort to avoid transferring a track-based unit member after the beginning of the track to which the unit member is assigned.

23.2 Salary and Benefits:

- 23.2.1 Unit members assigned to YRE sites shall not receive less annual sick leave or vacation entitlement than they would have received if not for the fact of YRE.
- 23.2.2 Every possible effort will be made to honor previously scheduled vacations of unit members initially assigned to YRE sites. Unit members at worksites other than YRE that are affected by YRE shall not be required to use vacation days at the winter and spring recess.
- 23.2.3 Unit members assigned to YRE sites shall receive no less holiday pay/days than they would have received if not for the fact of YRE.
- 23.2.4 Unit members assigned to YRE sites shall have any insurance premiums and/or Union dues/fees deducted so as to not have any break in coverage or become delinquent.
- 23.2.5 Unit members assigned to YRE sites shall not receive less annual salary than the unit member would have received if not for the fact of YRE.

23.3 Communications:

23.3.1 Each YRE site administrator shall make reasonable efforts to communicate appropriate District announcements to unit members who are off-track.

23.3.2 The District shall, upon request by a unit member, make reasonable efforts to notify that unit member during intersession or off-track assignment of any appropriate posted openings which may arise during intersession or off-track assignment. The unit member's request shall be in writing and will include a mailing address.

23.4 Flexible Scheduling:

23.4.1 A permanent unit member at a YRE site may be permitted to exchange workdays with another permanent unit member in the same classification.

23.4.2 An exchange contract will be agreed to between the two unit members and signed by each.

23.4.3 The signed agreement shall then be submitted to the site administrator or supervisor for approval at least ten (10) workdays prior to the beginning of the exchange. The administrator or supervisor shall not disapprove a proposed exchange arbitrarily or capriciously. If disapproved, the reasons for disapproval shall be in writing. Specific arrangements will be noted on a standard District form.

23.4.4 Any unit member who does not fulfill the unit member's responsibilities under the exchange shall be subject to discipline. Failure to carry out the service obligations under the approved exchange agreement shall result in a loss of pay for the unit member who fails the contractual agreement, unless otherwise on approved leave of absence pursuant to this Agreement.

23.4.5 Unit members may, with the approval of the site administrator or supervisor, take the opportunity to attend conferences, workshops, or meetings, which have been scheduled during periods of time when traditional calendar unit members are on recess. Unit members wishing to participate in such events will be able to exchange days with off-track unit members. The on-track unit member will then arrange to cover an equal number of days for the cooperating unit member.

23.5 Substitutes/Intersessions:

23.5.1 A unit member not on paid status will be allowed but not required to substitute, subject to the approval of the immediate supervisor. If the supervisor does not approve, he/she will provide reasons in writing upon the request of the unit member.

34.5.2 The District will follow the requirements of Article X - Summer Recess Period Assignments, in employing unit members for any intersessions that the District decides to hold.

23.6 Extended Year Assignment:

23.6.1 Intersession assignments will be handled in the same manner as summer recess period, Article X - Recess Period Assignments.

23.7 Workyear/Workload:

23.7.1 The workyear at a YRE site shall be twelve (12) months - July 1 through June 30 for designated bargaining unit members.

Five (5) days subsequent to tentative agreement the district shall forward a list of all those positions affected by YRE.

23.7.2 The workyear at a YRE site shall be twelve (12) months - July 1 through 30 for the following classifications:

(1) The workyear at a YRE site shall be twelve (12) months - July 1 through June 30 for the following classifications:

Assistant Principal's Secretary

Clerk

Custodian

Elementary Library/Media Assistant

Elementary School Principal's Secretary

Food Service Assistant I

Food Service Assistant - Receiving Kitchen

Food Service Worker I

Food Service Worker II

Food Service Worker III

Grounds Maintenance Worker

Head Custodian

Receiving Kitchen Leadperson

School Office Assistant I

School Office Assistant II

- (2) The workyear at a YRE site for Projects Office Assistant shall be ten (10) months with the beginning and ending dates to be immediately determined between the District and Association by collective bargaining.
- (3) The workyear at a YRE site shall be the same number of days as the traditional workyear for:

Instructional Assistant

Instructional Assistant - Bilingual

Instructional Assistant - Special Education I

Instructional Assistant - Special Education II

23.7.3 The beginning and ending of the work year for classifications shall be as provided for herein unless otherwise mutually agreed to between the District and the Association.

23.7.4 When YRE positions are compared with traditional positions within the same classification, the District shall make every effort to maintain an approximate parity of work load between each position within each classification throughout the District.

23.7.5 When a unit member at a YRE site works less than 12 months, the administrator or supervisor shall work with the unit member to establish the unit member's work schedule prior to the start of the year. However, the District retains the right to make final assignments.

23.8 Termination of YRE: In the event that the District decides to eliminate the YRE at one or more sites, the District shall give the Association at least one hundred (100) work days' notice and shall meet and negotiate in good faith the "in scope" effects of such elimination.

23.9 Grievability: Violations over the terms of this Agreement shall be subject to the operation of the grievance and arbitration procedures contained in the Collective Bargaining Agreement.

23.10 Unit Member Preferences: Track Assignments of Unit member's Children - Unit members, including those assigned to non-YRE sites, whose children attend YRE schools in the Riverside Unified School District shall be given priority during the registration process for scheduling of their children's track assignments in accordance with track sign-up procedures now in effect.

23.11 Closing Language: This Article addresses only issues specific to YRE; however, any benefits, compensation or other right that may have been omitted in this Article will revert to the appropriate Article(s) in the Collective Bargaining Agreement.

APPENDIX A

RIVERSIDE UNIFIED SCHOOL DISTRICT

BARGAINING UNIT SALARY CLASSIFICATIONS

Salary Range Order

<u>CLASSIFICATION</u>	<u>SALARY RANGE</u>
General Helper I.....	3
Cafeteria Worker I	4
Yard Person.....	4
Cafeteria Worker II	6
Cafeteria Worker III.....	8
Clerk.....	8
Community Assistant.....	8
General Helper II	8
Instructional Assistant.....	8
Instructional Assistant - Infant Care	8
Instructional Assistant - Preschool.....	8
Community Assistant – Bilingual.....	9
Elementary Kitchen Operator	9
Food Production Worker.....	9
Instructional Assistant - Bilingual	9
Instructional Assistant - Special Ed. I.....	9
Alt Ed. Learning Lab Asst.	10
Alt Ed. Learning Lab Asst. - Electronics	10
Alt Ed. Learning Lab Asst. - Medical/Dental.....	10
Alt Ed. Learning Lab Asst. – Office Occupations	10
Alt Ed. Learning Lab Asst. - Screen Print	10
Alt Ed. Learning Lab Asst. - Store Operator	10
Alt Ed. Learning Lab Asst. - Video Production.....	10
Cafeteria Worker IV	10
Instructional Assistant - Computer Resources.....	10
Instructional Assistant - Special Ed. II	10
Instructional Assistant - Special Ed. II-Sign Language.....	10
Instructional Assistant - Store Operator.....	10
Resource Assistant.....	10
Bindery Worker I.....	12
Garment/Merchandise Graphics Operator	12
Instructional Media Services Assistant I.....	12
Office Assistant I	12
Satellite/Delivery Operator	12
Senior Food Production Worker	12
Nutrition Services Clerk	13
Reprographics Operator.....	13

Bilingual Assessment Center Clerk	14
Bilingual Language Evaluator	14
Bindery Worker II.....	14
Custodian	14
Driver/Community Assistant	14
Elementary Library/Media Assistant	14
Food Distribution Expediter	14
General Maintenance Worker I.....	14
Grounds Maintenance Worker.....	14
Health Assistant	14
Instructional Media Services Assistant II	14
Instructional Program Assistant.....	14
Occupational Trainer	14
Office Assistant II.....	14
Preschool Community Assistant.....	14
Projects Office Assistant.....	14
School Office Assistant.....	14
Attendance Assistant I	15
Child Welfare and Attendance Investigator.....	15
Registrar I.....	15
Administrative Secretary I.....	16
Athletic Equipment Set-up Worker	16
Career Guidance Assistant.....	16
Maintenance Utility Worker	16
Nutrition Services Utility Worker.....	16
Secondary Library/Media Assistant.....	16
Senior Occupational Trainer	16
Assistant Principal's Secretary	17
Attendance Assistant II.....	17
Inventory Control Clerk.....	17
Registrar II	17
Sign Language Interpreter.....	17
Transcriber - Visually Impaired.....	17
Translator	17
Campus Supervisor	18
General Maintenance Worker II	18
Grounds Equipment Operator I.....	18
Lead Grounds Maintenance Worker I.....	18
Mail Clerk.....	18
Pool Technician	18
Stockroom Clerk - Delivery Driver	18
Account Clerk I.....	19
Human Resources Assistant.....	19
Maintenance Coordinator/Dispatcher	19
Nutrition Services Delivery Driver	19
Head Custodian.....	20
Lead Custodian	20
Purchasing Assistant	20

Account Clerk II	21
Accounting Assistant - High School.....	21
General Maintenance Worker III.....	21
Nutrition Services Assistant.....	21
Nutrition Services Storekeeper/Delivery Driver.....	21
Administrative Secretary II	22
Assessment Technician.....	22
Attendance Technician.....	22
Budget Technician I.....	22
Digital Copy System Operator I	22
Elementary School Principal's Secretary.....	22
Employee Benefits Assistant	22
Grant Development Technician	22
Grounds Equipment Operator II	22
Guidance Technician	22
Human Resources Technician.....	22
Irrigation Worker	22
Lead Mail Clerk	22
Payroll Technician	22
Printing Technician.....	22
Pupil Services/SELPA Technician	22
Refuse & Compactor Vehicle Equipment Operator	22
Transportation Assistant	22
Custodial Operations Assistant.....	23
Instructional Technology Technician	23
Program Technician – Assistive/Augmentative Technology	23
Digital Copy System Operator II.....	24
Middle School/AACES Principal's Secretary	24
Storekeeper	24
Automotive Mechanic I	25
Business Machines Technician I.....	25
Buyer I	25
Carpenter I	25
Computer Operator	25
Painter I.....	25
Plumber I.....	25
Special Maintenance Worker I.....	25
Stockroom Clerk - Stores/Receiving	25
Welder Mechanic I.....	25
High School Principal's Secretary	26
Business Machines Technician II	27
Carpenter II.....	27
Electrical and Building Automation Controls Technician.....	27
Electronics Technician.....	27
Food Production Equipment Technician	27
HVAC&R Technician.....	27
Integrated Pest Management Technician.....	27

Lead Grounds Maintenance Worker II	27
Lead Payroll Technician	27
Painter II.....	27
Plumber II	27
Special Maintenance Worker II	27
Welder Mechanic II	27
Budget Technician II.....	28
Communications and Public Relations Specialist.....	28
Special Education Budget Technician	28
Special Projects Budget Technician.....	28
Transportation Lead Person	28
Buyer II	29
Help Desk Assistant.....	29
Network Technician.....	29
Job Development Specialist.....	30
Maintenance & Operations Specialist.....	30
Occupational Therapy Assistant	30
Speech Language Pathology Assistant	30
Student Health Care Specialist.....	30
Accounting Technician	31
Certified Sign Language Interpreter	32
Senior Job Development Specialist	32
Claims, Insurance, and Facilities Use Technician	33
Communications Technician	33
Credential Technician	33
Help Desk Analyst.....	33
Safety Technician.....	33
Senior Accounting Technician.....	33
Workers' Compensation Technician.....	33
Accountant	35
Nutrition Specialist	37
Programmer/Analyst I.....	41
Programmer/Analyst II	46
Occupational Therapist.....	48
Analyst/Project Leader.....	49

Exclusion: *Excluded from this bargaining unit are all positions not listed, such as substitutes, noon-duty supervisors (when the job description does not authorize or require the performance of duties other than noon playground supervision and students), district students, short-term employees, CETA employees hired on/or after September 1, 1997, management, confidential, and supervisory employees.*

Riverside Unified School District

SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES

Effective July 1, 2012

(Salaries revert back to 2008 Salary Schedule due to the elimination of furlough days)

Salary Range	Step 1		Step 2		Step 3		Step 4		Step 5	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
3	1,877.00	10.79	1,972.00	11.33	2,072.00	11.90	2,177.00	12.51	2,288.00	13.15
4	1,923.00	11.05	2,021.00	11.60	2,124.00	12.20	2,232.00	12.83	2,344.00	13.46
5	1,972.00	11.33	2,072.00	11.90	2,177.00	12.51	2,288.00	13.15	2,404.00	13.81
6	2,021.00	11.60	2,124.00	12.20	2,232.00	12.83	2,344.00	13.46	2,463.00	14.15
7	2,072.00	11.90	2,177.00	12.51	2,288.00	13.15	2,404.00	13.81	2,525.00	14.51
8	2,124.00	12.20	2,232.00	12.83	2,344.00	13.46	2,463.00	14.15	2,589.00	14.88
9	2,177.00	12.51	2,288.00	13.15	2,404.00	13.81	2,525.00	14.51	2,651.00	15.24
10	2,232.00	12.83	2,344.00	13.46	2,463.00	14.15	2,589.00	14.88	2,717.00	15.61
11	2,288.00	13.15	2,404.00	13.81	2,525.00	14.51	2,651.00	15.24	2,787.00	16.01
12	2,344.00	13.46	2,463.00	14.15	2,589.00	14.88	2,717.00	15.61	2,855.00	16.42
13	2,404.00	13.81	2,525.00	14.51	2,651.00	15.24	2,787.00	16.01	2,929.00	16.83
14	2,463.00	14.15	2,589.00	14.88	2,717.00	15.61	2,855.00	16.42	3,001.00	17.25
15	2,525.00	14.51	2,651.00	15.24	2,787.00	16.01	2,929.00	16.83	3,075.00	17.68
16	2,589.00	14.88	2,717.00	15.61	2,855.00	16.42	3,001.00	17.25	3,152.00	18.12
17	2,651.00	15.24	2,787.00	16.01	2,929.00	16.83	3,075.00	17.68	3,231.00	18.58
18	2,717.00	15.61	2,855.00	16.42	3,001.00	17.25	3,152.00	18.12	3,312.00	19.03
19	2,787.00	16.01	2,929.00	16.83	3,075.00	17.68	3,231.00	18.58	3,395.00	19.51
20	2,855.00	16.42	3,001.00	17.25	3,152.00	18.12	3,312.00	19.03	3,480.00	20.00
21	2,929.00	16.83	3,075.00	17.68	3,231.00	18.58	3,395.00	19.51	3,567.00	20.50
22	3,001.00	17.25	3,152.00	18.12	3,312.00	19.03	3,480.00	20.00	3,655.00	21.01
23	3,075.00	17.68	3,231.00	18.58	3,395.00	19.51	3,567.00	20.50	3,748.00	21.54
24	3,152.00	18.12	3,312.00	19.03	3,480.00	20.00	3,655.00	21.01	3,840.00	22.07
25	3,231.00	18.58	3,395.00	19.51	3,567.00	20.50	3,748.00	21.54	3,937.00	22.62
26	3,312.00	19.03	3,480.00	20.00	3,655.00	21.01	3,840.00	22.07	4,037.00	23.20
27	3,395.00	19.51	3,567.00	20.50	3,748.00	21.54	3,937.00	22.62	4,137.00	23.78
28	3,480.00	20.00	3,655.00	21.01	3,840.00	22.07	4,037.00	23.20	4,240.00	24.37
29	3,567.00	20.50	3,748.00	21.54	3,937.00	22.62	4,137.00	23.78	4,345.00	24.97
30	3,655.00	21.01	3,840.00	22.07	4,037.00	23.20	4,240.00	24.37	4,455.00	25.59
31	3,748.00	21.54	3,937.00	22.62	4,137.00	23.78	4,345.00	24.97	4,566.00	26.25
32	3,840.00	22.07	4,037.00	23.20	4,240.00	24.37	4,455.00	25.59	4,680.00	26.90
33	3,937.00	22.62	4,137.00	23.78	4,345.00	24.97	4,566.00	26.25	4,798.00	27.57
34	4,037.00	23.20	4,240.00	24.37	4,455.00	25.59	4,680.00	26.90	4,917.00	28.27
35	4,137.00	23.78	4,345.00	24.97	4,566.00	26.25	4,798.00	27.57	5,040.00	28.97
36	4,240.00	24.37	4,455.00	25.59	4,680.00	26.90	4,917.00	28.27	5,165.00	29.68
37	4,345.00	24.97	4,566.00	26.25	4,798.00	27.57	5,040.00	28.97	5,295.00	30.43
38	4,455.00	25.59	4,680.00	26.90	4,917.00	28.27	5,165.00	29.68	5,428.00	31.20
39	4,566.00	26.25	4,798.00	27.57	5,040.00	28.97	5,295.00	30.43	5,563.00	31.97
40	4,680.00	26.90	4,917.00	28.27	5,165.00	29.68	5,428.00	31.20	5,702.00	32.77
41	4,798.00	27.57	5,040.00	28.97	5,295.00	30.43	5,563.00	31.97	5,846.00	33.59
42	4,917.00	28.27	5,165.00	29.68	5,428.00	31.20	5,702.00	32.77	5,991.00	34.43
43	5,040.00	28.97	5,295.00	30.43	5,563.00	31.97	5,846.00	33.59	6,142.00	35.29
44	5,165.00	29.68	5,428.00	31.20	5,702.00	32.77	5,991.00	34.43	6,294.00	36.17
45	5,295.00	30.43	5,563.00	31.97	5,846.00	33.59	6,142.00	35.29	6,452.00	37.08
46	5,428.00	31.20	5,702.00	32.77	5,991.00	34.43	6,294.00	36.17	6,612.00	38.01
47	5,563.00	31.97	5,846.00	33.59	6,142.00	35.29	6,452.00	37.08	6,779.00	38.96
48	5,702.00	32.77	5,991.00	34.43	6,294.00	36.17	6,612.00	38.01	6,949.00	39.93
49	5,846.00	33.59	6,142.00	35.29	6,452.00	37.08	6,779.00	38.96	7,122.00	40.93

APPENDIX B

PROFESSIONAL GROWTH CLASSIFIED UNIT MEMBERS

PROFESSIONAL GROWTH is the continuous, purposeful engagement in study and related activities designed to retain and extend the high standards of the educational classified unit members.

PROFESSIONAL GROWTH IS BEING DEVELOPED IF:

- A. the experience reflects increased knowledge, understandings, and skills in the participant's regular assignment;
- B. the experience reflects increased knowledge, understandings, and skills in another classification that would provide upward mobility;
- C. the experience provides background material for the activity in which engaged;
- D. the experience manifests personal development through alertness and responsiveness to the human and social factors of others; or
- E. the experience assists in fields closely related to the activity in which engaged.

PROFESSIONAL GROWTH may be achieved through participation in the following categories:

- A. College Courses
- B. Workshops Sponsored by Public Education Institutions
- C. District Approved Adult Education Courses
- D. Serving as an Officer in Chapter 506 of CSEA

PROFESSIONAL GROWTH is a joint enterprise between the District and the individual unit member and must be jointly planned in order to assure maximum gain for both the participant and the District.

1. CRITERIA

The following criteria are applied in determining approval of courses taken by unit members at a university, college, community college, trade school, or adult school:

- a. The subject matter of the course must relate directly to the position currently occupied by the unit member; or
- b. The subject matter of the course must meet the requirements of the position for which the unit member is training; or
- c. The course which does not meet the requirements of either a or b above must be acceptable to the supervisor, the unit member and the Human Resources Office.

2. PROFESSIONAL GROWTH

- a. Eighteen clock hours' work constitutes the equivalent of one semester unit. One semester unit equals one point for a college, junior college, or trade school course. One semester unit equals one-half point for an adult school course. Each Public Education Institution sponsored in-service course equals one-quarter point for each hour. One-quarter unit equals 2/3 point.
- b. A certificate of satisfactory completion of a course shall be accepted for credit.
- c. Fifteen professional growth points must be earned for each stipend. The earning or qualifying period ends on June 30 of the year in which the 15 points are completed. Five of the 15 growth points may be earned in Public Education Institution workshops.
- d. Attendance at professional conventions or workshops may be considered for professional growth. Advance approval is required. No credit will be allowed if the District participates in 50 percent or more of any expense. A total of three hours of programmed attendance is required for one-half growth point. No more than one and one-half growth points may be earned annually through convention or workshop attendance. A report of attendance and conference proceedings must be submitted for credit.
- e. Holding an elected office in the CSEA may be counted for one growth point annually.

3. LIMITATIONS

- a. No one shall receive credit for institution lectures or conventions if attended during the working day and/or if unit member is being paid for other services unless approved in advance by the Human Resources Office.

4. STIPEND - The stipend for professional growth is as follows:

Initial stipend	\$225
Second stipend	\$200
Third stipend	\$175
Fourth stipend	\$175

Stipends are accumulative. No unit member may earn more than four stipends for professional growth. A unit member may start working toward the next stipend after the 15 points are completed. Points beyond 15 will carry forward to the next stipend.

The Professional growth stipend will be paid annually in one lump sum in June of each year, and regular unit members working on a 12-month basis shall receive the full amount. Those unit members on 11/10-month assignment, or less than an eight hour day, shall receive the stipend prorated on the same basis as the vacation benefit.

Those unit members completing 15 points no later than January 31 will receive the appropriate stipend in June. Stipends completed after January 31 will be paid in June of the next year.

Unit members desiring to participate in the Professional Growth Program should file their Declaration of Intent with the Human Resources Department.

