COLLECTIVE BARGAINING AGREEMENT

Lakeside Union School District
Board of Trustees
And
California School Employees
Association
and its Lakeside Chapter 240

July 1, 2022
To
June 30, 2025

CSEA
AFL-CIO

LAKESIDE UNION SCHOOL DISTRICT

Lakeside Union School District

CSEA NEGOTIATIONS TEAM

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PREAMBLE

This agreement between the LAKESIDE UNION SCHOOL DISTRICT (hereinafter "DISTRICT"), and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its LAKESIDE CHAPTER No. 240 (hereinafter "CSEA"), is effective from July 1, 2022 through June 30, 2025.

The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

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ARTICLE 1: RECOGNITION

The District hereby recognizes CSEA and its Lakeside Chapter No. 240 as the exclusive representative for the purposes of the Educational Employment Relations Act (Government Code Section 3540, et seq.), for all permanent and probationary classified employees holding positions listed below.

The bargaining unit excludes all certificated, management, confidential and supervisory employees and all short term and substitute classfied employees. The determination of management, confidential, or supervisory employees shall be made by the District. Disputed designations shall be made by the PERB. The bargaining unit may be modified by mutual agreement or by the PERB.

INSTRUCTIONAL SUPPORT	
Behavioral Intervention Assistant	17
Instructional Assistant - EL	13
Instructional Assistant - Preschool	9
Instructional Assistant I - Special Education	10
Instructional Assistant	11
Instructional Assistant II - Special Education	12
Instructional Assistant III - Special Education	14
Playground Activity Coordinator	10
Preschool Teacher	10
Social Service Coordinator	38

LIBRARY / MEDIA	
Library Media Specialist	19
School Library Technician	18

STUDENT SERVICES	
Campus Student Supervisor	8
Community Liason - Bilingual	18
Guidance Specialist	12
Speech and Language Pathology Assistant	29

ACCOUNTING/FISCAL	
Accounting Assistant - Child Nutrition	23
Accounting Technician - ESS - LEAP	27
Accounting Technician - Various	27
Budget Analyst	36
Payroll & Benefits Specialist	37

CLERICAL/SECRETARIAL SUPPORT	
Administrative Assistant - Pupil Services/Special Education	23
Administrative Support Specialist - District	27
Administrative Support Specialist - MOT	27
Administrative Support Specialist - Pupil Services/Special E	27
Executive Administrative Support Specialist - Ed Services	30
Office Clerk	16
School Clerk I	16
School Office and Health Assistant	21
School Office Assistant	16
School Secretary	23

HEALTH AND PUPIL SERVICES	
Health Service Technician	18
Licensed Vocational Nurse	23
Occupational Therapist	38
Student Support Assistant	20

HUMAN RESOURCES	
Human Resources Assistant	20
Human Resources Technician	27

MAINTENANCE & OPERATIONS	
Lead Skilled Maintenance Worker	33
Maintenance Worker	24
Skilled Maintenance Worker	29

CUSTODIAL	
Custodian - Day	20
Custodian - Night	17
Warehouse/Delivery/Custodian	19

GROUNDS MAINTENANCE	
Gardener	24

TRANSPORTATION	
Mechanic	30
Bus Driver/Trainer/Dispatcher	29
School Bus Driver	22
Transportation Assistant/School Bus Driver	22
Van/Passenger Vehicle Driver	19
Transportation Student Attendant	10

SPECIALIZED SUPPORT	
Attendance Technician	17
Data Specialist	30
Theater Tech	9

INFORMATION TECHNOLOGY	
Information Technology Analyst	37
Information Technology Specialist	23
System Support Analyst	38

NUTRITION SERVICES	
Child Nutrition Assistant I	8
Child Nutrition Assistant II	11
Child Nutrition Lead	20
Child Nutrition Site Assistant	9
Child Nutrition Utility Worker	19
Middle School Kitchen Lead	17

CHILD DEVELOPMENT	
Child Development Assistant	8
Site Lead - Extended Student Services	19

ARTICLE 2: NO DISCRIMINATION

2.1 **Discrimination Prohibited:** No employee in the bargaining unit shall in any way be favored or discriminated against in wages, hours or other terms and conditions of employment because of political opinions or affiliations, or because of race, national origin, religion, or marital status and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

ARTICLE 3: EMPLOYER RIGHTS

3.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Determine the times and hours of operation, determine the kinds and levels of services to be provided, and the methods and means of providing them, establish its educational policies, goals and objectives. Insure the rights and educational opportunities of students, determine staffing patterns, determine assignments and reassignments. Determine the number and kinds of personnel, maintain the efficiency of District operations, build, move or modify facilities, establish budget procedures and determine budgetary allocation and determine methods of raising revenue. The District retains the right to establish and modify the instructional calendar for students. The District retains the right to schedule, reschedule, and cancel any and all classes and instructional programs and activities. The District also retains the right to hire, classify, assign, direct, transfer, evaluate, promote, demote, layoff, recall, terminate and discipline employees, and to establish and modify policies and procedures for the conduct of employees. Nothing herein is to be construed as limiting the rights employees have under this agreement and the EERA.

The parties agree if the District takes action under this article or other provisions of this Agreement and CSEA desires to bargain the impacts and effects of said action, CSEA will provide a timely bargaining proposal to the District containing the specific impacts and effects sought to be bargained in accordance with the law. The term "timely" under this provision shall mean a maximum of ten (10) District Office business days. Such action shall not postpone implementation of the District's action under this article or other provisions of this Agreement; however, said implementation does not automatically satisfy the District's bargaining obligation. This provision does not allow the District to violate any provisions in the Agreement or to violate any rights of the employees under the California Education Code or the Educational Employment Relations Act.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the laws of the State of California. The District additionally reserves the right to determine the impacts and effects of any decision regarding any matter outside the scope of representation.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency is a catastrophe that interrupts or terminates the normal and ordinary conduct of school.

ARTICLE 4: ORGANIZATIONAL SECURITY

4.1 The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form or join employee organizations.

4.2 Unless a dispute arises about the existence or terms of the written authorization, when the Association certifies that it has and will maintain individual employee authorizations for membership dues, initiation fees, and/or general

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assessments, it shall not be required to submit to the Board a copy of the employee's written authorization in order for the payroll deductions described in this section to be effective. The Association shall indemnify the Board for any claims made by the employee for deductions made in reliance on its notification. The Board shall also rely on information provided by the Association regarding whether deductions for an employee organization were properly canceled or changed, and the employee organization shall indemnify the public school employer for any claims made by the employee for deductions made in reliance on that information.

4.3 The Association shall have the sole and exclusive right to have membership dues and initiation fees deducted for employees in the bargaining unit by the District.

4.4 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

4.5 The District will provide this service at no cost during the term of the Agreement.

4.6 With respect to all sums deducted by the Board pursuant to authorization of employee(s), the Board agrees to promptly remit such monies to the Association accompanied by a list of employees from whom such deductions have been made.

4.7 Upon appropriate written authorization from the employee, the Board shall deduct from the employee's salary and make appropriate remittance for annuities, credit unions, savings bonds, or such plans or programs jointly approved by the Association and the Board.

ARTICLE 5: EMPLOYEE/ASSOCIATION RIGHTS

5.1 **Personnel Files:** The personnel file of each employee shall be maintained at the District Administration office.

5.1.1 Employees shall be provided with copies of any derogatory written materials ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given a reasonable opportunity during normal working hours without loss of pay to read, initial and date the materials. The employee will have ten (10) days from the date of receipt of the material to prepare and deliver to the District a written response to be attached to the material.

5.1.2 An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file with the exception of materials that include ratings, reports, or records that were obtained prior to the employment of the employee involved.

5.1.3 Every employee has the right to inspect their personnel file. The personnel file of each employee shall be maintained in confidence in the District Administration Office and shall be available for inspection only to the Employee, Governing Board, the District's legal counsel, District employees with a need to know in the performance of their job duties, upon lawful subpoena, or to the CSEA Representative in the presence of the employee or with the prior written authorization of the employee.

5.1.4 Any person who places written materials or drafts written material for placement in an employee's file shall sign the material and signify the date on which such materials were drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

5.2 **Evaluation:** An evaluation shall be placed in an employee's personnel file after an opportunity is provided by the District for discussion between the employee and the evaluator. See Article 20, Evaluation Procedure.

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ARTICLE 6: ASSOCIATION RIGHTS

6.1 **Association Rights:** The Association shall have the following rights in addition to the rights contained in any other portion of this agreement.

6.1.1 The District and Association recognize the right of employees to form, join, and participate in lawful employee organizations.

6.1.2 The Association shall have the right to make use of school buildings for meetings without charge upon execution of proper request forms, provided that meetings do not interfere with school use.

6.1.3 The Association shall have the right to a listing of staff addresses and telephone numbers in any general directory printed by the District.

6.1.4 The Association shall have the right to use without charge designated employee/association bulletin boards, district mail distribution system, and other district means of communication for the posting or transmission of information or notices concerning the Association.

6.1.5 Duly authorized representatives of the Association (non-district employees) shall have the right to transact official business on school property, provided that this shall not interfere with, or interrupt, normal school operations. It is further provided that no association views on matters relating to management-employee or board-association relations will be discussed in the presence of students by members of the bargaining unit.

6.1.6 The Association Representatives have the right to use without charge institutional equipment, facilities, and buildings, at reasonable times, for the purpose of processing grievances and matters related thereto.

6.1.7 The Association Representatives have the right to review employees' personnel files and any other records dealing with employees when accompanied by the employee or on presentation of written authorization signed by the employee.

6.1.8 The Association Representatives have the right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees on the effective date of this agreement and annually thereafter.

6.1.9 The Association Representatives have the right to receive upon request without cost copies of any public materials related to wages, hours and other terms and conditions of employment which are relevant for the Association to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this agreement.

6.1.10 Names, addresses and telephone numbers of all bargaining unit members shall be provided without cost to the Association upon request.

6.1.11 Unless specifically agreed to by the Association, or required by the Education Code, the District agrees that it will not contract out work that will result in a reduction of hours of employees in the bargaining unit.

6.1.12 Supervisory or management employees may perform any work within the job description of a bargaining unit employee so long as it does not deprive or deny employees to hours of work and appropriate rates of pay.

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6.1.13 The Association has the right to review at all reasonable times any public material in the possession of, or produced by the District, that relates to wages, hours and other terms and conditions for bargaining unit employees.

6.1.14 District employees who are CSEA state officers shall be allowed a total of five (5) days release time annually to conduct necessary CSEA business.

6.1.15 The District shall allow five (5) days release time each for three (3) Association chapter delegates to attend the annual CSEA conference.

6.2 **Distribution of Contract:** Within thirty (30) days of the execution of this contract, the District shall publish this contract to its website. Within thirty (30) days of final ratification of any written changes to this agreement, the District shall publish such amendment to its website. During the life of this agreement and upon written request by an employee in the bargaining unit, the District shall provide to such employee one (1) printed copy of this agreement, without charge, with a copy of any amendment(s) to this agreement. The District will provide one (1) printed copy for each department site rep or designee.

6.3 The CSEA and its members agree not to use any District equipment for purposes of urging the support or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the Board of Trustees of the District in accordance with California Education Code section 7054.

6.4 **New Employee Orientations (NEO)**

6.4.1 The District shall provide the CSEA with access to scheduled orientation meetings for new employees to finalize new hire paperwork and shall provide the CSEA President with at least 10 days' advance notice of such orientation meetings, except that shorter notice may be provided when there is an urgent need critical to the District's operations that was not reasonably foreseeable. Whenever possible, the District shall include the following information about new hires when notifying CSEA of such orientation meetings; name, date of hire, classification and work site.

6.4.2 The District shall hold orientation meetings for new employees scheduled by the District to take place at a pre-established time on one afternoon per week as needed, except that such orientation meetings may occur more frequently or at other times/days when there is an urgent need critical to the District's operations that was not reasonably foreseeable. The District shall inform the CSEA President or designee of the pre-established time and day that such weekly new employee orientations shall normally take place, and shall also inform the CSEA President or designee when there is an urgent need to schedule such orientations at a different time/day.

6.4.3 The CSEA shall be granted thirty (30) minutes of uninterrupted time at the end of scheduled orientation meetings to communicate with new employees hired to fill bargaining unit positions. Non-bargaining unit District employees or managers/supervisors shall not be present during this thirty (30) minute period.

6.4.4 The District will include a CSEA-provided membership application in any employee orientation packet of District materials provided to any newly hired employee. A copy of completed membership applications received by the District will be provided to the CSEA Chapter President or designee.

6.4.5 The parties acknowledge and agree that employee participation shall be voluntary. The District shall not be required to pay wages to any employee who voluntarily attends any such orientation sessions.

6.4.6 CSEA will be able to schedule an in person meeting at the worksite during employment hours if the district has not conducted an in-person new employee orientation within 30 days of the newly hired employee's start date.

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All newly hired employees will be relieved of their work duties in order to attend the NEO meeting. During the meeting, CSEA is allowed to communicate with the newly hired employees for up to 30 minutes on paid time. The district will provide appropriate onsite meeting space within seven calendar days of receiving a request from CSEA.

6.5 Employee Contact Information

6.5.1 The District shall provide the CSEA with the following information in electronic editable secure format for all newly hired employees within 30 days of the date of hire, and shall provide the CSEA with this same information for all employees in the bargaining unit three times annually, usually on the last working day of September, January and May each year. This contact information shall include the following items, with each field in its own column:

1. First Name
2. Middle Initial
3. Last Name
4. Suffix (e.g., Jr., III)
5. Job Title/Classification
6. Department
7. Work Location
8. Work Telephone
9. Work Extension (if any)
10. Home Street Address (including apartment number)
11. City
12. State
13. Zip Code
14. Home Telephone Number (10 digits)
15. Personal mobile telephone number (if on file with the District)
16. Personal email address (if on file with the District)
17. Hire Date
18. Employee ID
19. CalPERS Status, if know by the District; ("Y" if in CalPERS/"N" if not in CalPERS)

6.5.2 An employee's personal contact information shall be withheld from disclosure to the CSEA upon an employee's written request pursuant to Government Code section 6254.3 (c).

ARTICLE 7: DEFINITIONS

7.1 **"Allocation"** is the placement of a class on a specific salary schedule range or rate.

7.2 **"Anniversary date"** is the date upon which an employee is hired by the District.

7.3 **"Bargaining unit seniority"** is secured by hire date in a class or classes included in the bargaining unit.

7.4 **"Bumping right"** is the right of an employee, under certain conditions, to displace an employee with less seniority in a class.

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7.5 **"Class"** is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.

7.6 **"Class description"** is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.

7.7 **"Classification"** is the act of placing a position in a class and shall be construed to mean 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 statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.

7.8 **"Demotion"** is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate.

7.9 **"Differential"** is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities or hours of employment.

7.10 **"Fiscal year and school year"** is July 1 through June 30.

7.11 **"Hire date seniority"** is secured by first day in paid status in the District. To calculate seniority in class, "hire date" refers to the first day in paid status in a particular class.

7.12 **"Incumbent"** is an employee assigned to a position and who is serving in the position.

7.13 **"Industrial accident or illness"** is an injury or illness arising out of or in the course of employment with the District.

7.14 **"Involuntary demotion"** is a demotion without the employee's voluntary written consent.

7.15 **"Leave and transfer policies"** means any policy concerning any form of employee leave or transfer, including, but not limited to, sick leave, vacations, personal leave, industrial accident or illness leave, holidays, training leave, or transfer of an employee from one site to another.

7.16 **"Minimum qualifications"** are qualifications mandated for the position and which must be possessed by an employee before being considered for employment in a specific class.

7.17 **"Notice":** Whenever notice is required under this agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Superintendent of written notice or First Class Mail notice to the Office of the Superintendent, and notice to the Association shall be written notice personally delivered to the President of the local chapter or First Class Mail notice directed to 12335 Woodside Avenue, Lakeside, CA 92040.

7.18 **"Part-time position":** For the purpose of Article IX, Duty Hours, Section 9.7, a part-time position will be any position assigned less than twenty (20) hours per week. This definition will not be applicable to any other articles of this agreement.

7.19 **"Permanent employee"** is a regular employee who successfully completes an initial probationary period, which shall not exceed six (6) work months of service beyond the initial date of employment by the District.

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7.20 **"Probationary employee"** is a regular employee who will become permanent upon completion of a prescribed probationary period.

7.21 **"Promotion"** is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.

7.22 **"Reallocation"** is movement of an entire class from one salary range or rate to another salary range or rate.

7.23 **"Reclassification"** is the upgrading/downgrading of a position to a higher/lower class as a result of an increase/decrease of duties and/or responsibilities being performed by the incumbent.

7.24 **"Reemployment"** is the return to duty of an employee who has been placed on a reemployment list.

7.25 **"Reemployment list"** is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months. The list is to be arranged in order of their right to employment.

7.26 **"Regular employee"** is any employee, whether permanent, probationary, full-time, or part-time, who is not a restricted, substitute, short-term, or student employee.

7.27 **"Restricted employee"** is an employee hired pursuant to any locally, state, or federally funded program.

7.28 **"Safety conditions of employment"** means any work-related condition affecting the health, safety, or welfare of the employee.

7.29 **"Salary rate"** is a specific amount of money paid for a specific period of service.

7.30 **"Salary schedule"** is a series of salary steps and ranges that comprise the rates of pay for all classes.

7.31 **"Salary step"** is one of the salary levels within the range of rates for a class.

7.32 **"Seniority in class"** is secured by hire date in a class.

7.33 **"Short-term employee"** is a person hired for a specific temporary project of limited duration that, when completed, shall no longer be required.

7.34 **"Substitute employee"** is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.

7.35 **"Uniforms"** Any clothing of a particular color, design, pattern or style required to be worn by the District shall be considered a uniform.

7.36 **"Voluntary demotion"** is a demotion agreed to in writing by the employee and the District.

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ARTICLE 8: UNION STEWARDS

8.1 **Purpose:** The District affirms the right to the Association to designate union stewards from among employees in the bargaining unit. It is agreed that the Association in appointing such representatives does so for the purpose of promoting an effective relationship between the district and employees by helping to settle problems at the lowest level of supervision.

8.2 **Selection of Union Stewards:** The Association reserves the right to designate one (1) union steward per site and/or department and to determine the method of selection. The Association shall notify the District in writing of the names of the union stewards and the group each represents. If a change is made, the District shall be advised in writing of such change.

8.3 **Duties and Responsibilities of Union Stewards:** CSEA and It's Lakeside Chapter 240 shall have union stewards for the purposes of handling grievances. Union stewards shall have a reasonable amount of release time during working hours to leave his/her working area in order to assist in the presentation of a grievance. Union stewards shall notify their supervisors of the need to take such release time and shall report such release time in the District's absence system. The union steward shall be permitted to discuss any problem with all employees immediately concerned and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure provided that such discussion shall be held in accordance with the terms provided in this Agreement.

8.4 **Authority:** The union steward shall have the authority to file notice and take action on behalf of bargaining unit employees relative to rights afforded under this Agreement.

8.5 **CSEA Staff Assistance:** Union stewards shall at any time be entitled to seek and obtain assistance from CSEA staff personnel for the purpose of processing grievances and matters related thereto and other reasons relating to wages, hours and terms and conditions of employment covered by this Agreement.

ARTICLE 9: DUTY HOURS

9.1 **Workweek:** For pay purposes only, the workweek shall begin at 12:01 a.m. on Monday and end at 12:00 midnight on Sunday. The workweek for full-time employees is forty (40) hours of work performed on five (5) consecutive workdays. The workweek for employees who work less than four (4) hours per day may, with District approval, be modified to a four (4) day workweek. Any work scheduled contrary to Monday-Friday shall be mutually agreed upon by the employee and the District.

9.2 **Workday:** The workday for full-time employees is eight (8) hours of work exclusive of the meal period.

9.3 **Meal Period:** Each employee working five (5) or more hours per day shall be entitled to a minimum of a 30-minute duty-free period for meals which shall typically be scheduled by the supervisor at times that are not at the beginning or end of the work shift, except for extenuating circumstances.

9.4 **Rest Periods:** Each employee shall be entitled to paid rest periods as provided below:

9.4.1 An employee who works at least eight (8) hours shall receive two (2) fifteen-minute rest periods, which shall typically be scheduled by the supervisor at times that are not at the beginning or end of the work shift, except for extenuating circumstances.

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9.4.2 An employee who works at least six (6) hours but less than eight (8) shall receive two (2) ten-minute rest periods which shall typically be scheduled by the supervisor at times that are not at the beginning or end of the work shift, except for extenuating circumstances.

9.4.3 An employee who works at least four (4) hours but less than six (6) shall receive one (1) Fifteen minute rest period, which shall typically be scheduled by the supervisor at times that are not at the beginning or end of the work shift, except for extenuating circumstances.

9.5 **Overtime:** shall be compensated at a rate of pay equal to time-and-one-half (1 1/2) of the regular rate of pay of the employee involved. Overtime is defined as time worked in excess of a normal eight (8) hour day and in excess of forty (40) hours in any workweek.

An employee shall be compensated for any work required to be performed on the sixth and seventh day following the commencement of the workweek at a rate of one-and-one-half (1 1/2) times the regular rate of pay of the assigned employee. An employee will be paid at the overtime rate in addition to regular pay for hours worked on holidays.

9.5.1 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work.

9.5.2 All hours worked on the seventh consecutive day of work up to eight (8) hours shall be compensated at double the regular rate of pay.

9.5.3 All hours worked in excess of eight (8) hours on the sixth and seventh consecutive day shall be compensated at two-and-one-half (2 1/2) times the regular rate of pay.

9.5.4 All hours worked on holidays designated by this Agreement shall be compensated at two-and one-half (2 1/2) times the regular rate of pay.

9.6 **Reduction in Assigned Time:** Any reduction in assigned time shall be accomplished in accordance with Article 28, Layoff and Reemployment.

9.7 **Increase in Hours:** When it becomes necessary to assign additional hours to a part-time position on a regular basis, the District will offer the additional hours based on seniority unless there is a need to assign the hours to a particular employee(s) with specific skills and experience relevant to the assignment. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made. For purposes of this section, Article 9, Section 9.7, a part-time position will be any position assigned less than twenty (20) hours per week. This definition will not be applicable to any other articles of this Agreement.

9.8 **Rest Facilities:** At each work site the District shall make available lunch room, restroom and lavatory facilities for classified employee use.

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

9.10 **Differential Pay:** Employees whose normal work day requires employment after 6:00 p.m. but before 5:00 a.m.

shall receive a 2.0% shift differential for each hour regularly scheduled and actually worked during these hours. Custodians shall be eligible for this shift differential beginning at 5:00 p.m.

9.10.1 An employee who receives a shift differential premium shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

9.11 **Compensatory Time Off:** An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 9.5 of this article.

9.11.1 If compensatory time has been elected but not been taken by an employee within 90 days from the time the overtime was earned, the employee shall be compensated for the overtime in cash at the overtime rate.

9.12 **Overtime--Distribution by Seniority:** Overtime shall be distributed amongst the employees in the bargaining unit within each department or site who are determined by the District to be qualified to perform the overtime assignment. The right to be first offered a particular overtime assignment shall rotate amongst the qualified bargaining unit employees in order of descending seniority except for the transportation department where Article 9.19 shall apply and take precedent. If the employee first offered the overtime assignment elects to refuse the overtime assignment, it shall be offered to qualified employees in the bargaining unit in descending order of seniority until the assignment is made. When the next overtime assignment if offered, it shall be first offered to the second most senior qualified employee in the bargaining unit. On the next occasion of offering overtime, it shall be first offered to the third most senior qualified bargaining unit employee. The right to be first offered the overtime assignment shall continue to rotate to the next most senior qualified employee until each qualified bargaining unit employee within the department or site has been first offered an overtime assignment, after which the right to be first offered the overtime assignment shall rotate beginning again with the most senior qualified bargaining unit employee. The right to be first offered an overtime assignment shall not be affected by having actually worked previous overtime assignments.

If the overtime assignment consists of tasks to be performed which are included in the class description of more than one class, employees in the class which usually performs the tasks shall be assigned the overtime. If the tasks to be performed are not within the usual functions of any class, the District shall determine which class shall perform the overtime assignment.

9.13 **Minimum Call-In Time:** Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement.

9.14 **Right of Refusal:** Any employee shall have the right to reject any offer of request for overtime or call back, on call, or call-in time.

9.15 **Standby Time:** All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this agreement.

9.16 **Call Back Time:** Any employee called back to work after completion of a regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

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9.17 **Extended School Year Assignments:** When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular August-June academic year, the work shall be assigned to bargaining unit employees in the appropriate classifications as provided in this section.

9.17.1 When necessary to assign bargaining unit employees not regularly so assigned to serve during an extended school year period, the assignment shall be made in order of bargaining unit seniority, but no employee shall be required to accept such assignment. If the employee with the greatest bargaining unit seniority refuses the assignment, it shall be offered to other employees within the appropriate classification in descending order of bargaining unit seniority until the position is filled. In the event that two (2) or more qualified employees have identical seniority, the employee to fill the position shall be determined by the District.

9.17.2 An employee who accepts an extended school year 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 academic year, and in no event shall compensation and benefits be less, on a pro rata basis, than the compensation and benefits received immediately prior to the commencement of the extended school year assignment. No prorating of compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for extended school year employment bears to the number of hours assigned to the employee during the regular August-June academic year.

9.17.3 All hours assigned to an employee for an extended school year assignment shall be considered "hours in paid status" for the purposes of this agreement.

9.18 **Assignment of Daily Bus Routes:** Daily routes shall be posted and drivers shall bid according to hire date seniority, three (3) times per year [August, January and June (extended track or summer school)]

9.18.1 The route with the highest number of hours shall be posted and the bus driver with the greatest hire date seniority may bid on each route as posted.

9.18.2 A bus driver may decline a specific assignment made under this section. When a bus driver declines a route to which the driver is otherwise entitled, the bus driver with the next greatest seniority may bid the assignment. The declining bus driver shall have the right to the next available assignment. The provisions of 9.19 through 9.20.2 shall not apply to the Bus Driver/Trainer Dispatcher or Mechanic until all drivers in seniority rotation have had the opportunity to accept or deny the assignment.

9.19 **Special Trip Assignment:** Special trip assignments shall be distributed by seniority and rotated among bus drivers in the bargaining unit. The drivers shall rotate to the bottom of the special trips list when he/she accepts or rejects the special trip assignment.

9.19.1 **Non-Student Attendance Day Field Trip Assignment:** Bus drivers shall be offered field trips by the District in order of seniority, on a rotation basis. If a driver declines a field trip or is unable to perform a field trip for any reason, the driver will remain in seniority rotation. The rotation list will start over every school year and will not carry over. Assignments shall be made to comply with safety regulations or specific qualifications of the bus driver.

9.19.2 **Field Trips:** Bus drivers will be guaranteed a minimum of one (1) hour for field trips yard to yard.

9.19.3 **Saturday Trips:** Saturday trips will be done on a rotation basis with all drivers. If driver passes a Saturday trip the driver will remain in rotation. All eligible transportation employees can participate in the Saturday trip rotation

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provided they possess the required license and specific qualifications of a bus driver. The rotation list will start over every school year (includes extended school year through July 31st) and will not carry over.

9.19.4 **ESS Trip Assignment:** ESS trips will be done on a rotation basis with all drivers. If a driver passes an ESS trip, the driver will remain in rotation. The rotation list will start over every school year and will not carry over.

9.20 **Standby time:** 30 minutes will be provided for Standby Time between routes.

9.20.1 A bus driver on a special trip, including but not limited to, athletic events, field trips, and curricular trips, who is required to remain on standby for the duration of the event for which the special trip is made shall be paid for all standby hours at the driver's regular rates of pay. Whenever any combination of driving and standby hours in a day exceeds the established workday as defined in Section 9.2, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular pay rate.

9.20.2 Notwithstanding any other provisions of this agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning.

9.21 **Vehicle Unavailability:** Whenever as the result of the unavailability of appropriate District vehicles due to mechanical or other malfunctions, a bus driver regularly scheduled to work is unable to work, the driver shall receive pay at the rate that would have been received for working that day. The driver shall be on duty and available for related duties.

9.22 With regard to Child Development Personnel in the positions of Instructional Assistant - Preschool, Child Development Assistant, and Preschool Teacher, the District reserves the right to use its discretion regarding the programs, positions, and placement in those positions of child care personnel, for any extended school year and school break (temporary assignment periods when regular school is not in session) child development programs the District determines to provide. The District's discretion regarding child development personnel selection for extended school year child development programs shall be based upon the following factors including: qualifications of the relevant personnel in the selection pool; seniority; program considerations. Temporary assignments to personnel who are not regular or probationary employees shall not be eligible for contract benefits.

9.23 **Instructional Assistants Assigned to Work Special, Overnight Trips:** Instructional Assistants may be assigned to work special overnight trips at the District's discretion. Examples of such trips include sixth grade camp. Instructional Assistants retain the right to reject any offer or request for a special overnight trip assignment.

The following compensation rules apply to overnight trip assignments:

9.23.1 Instructional Assistants shall be compensated for all hours actually worked during overnight trip assignments, including time spent traveling between the school site or designated meeting location and the overnight trip location.

9.23.2 Instructional Assistants shall not be compensated for the time during special overnight trips when they are relieved of duties, including any hours between the evening and the time the employee's work duties resume the following morning, unless the employee is called to work during the night.

9.23.3 Instructional Assistants shall be compensated a $25 per day standby stipend. The purpose of this stipend is to compensate Instructional Assistants for being available to be called to work during the evening hours. In the event an Instructional Assistant is called to work during the evening hours, he/she shall be compensated for all hours actually worked during any such callout.

9.23.4 Instructional Assistants shall be compensated at an overtime rate of pay for any hours worked in excess of 8 hours

in any one workday and/or in excess of 40 hours in a workweek. "Overtime" rate is one-and-one-half (1 ½) times the employee's regular rate of pay.

9.23.5 If an Instructional Assistant's regular assignment averages four or more hours per workday and he/she is required to work more than five consecutive days, he/she shall be compensated at an overtime rate of pay for any hours worked on the sixth and seventh days. Employees with an average regular workday of less than four hours who required to work more than six consecutive days shall be compensated at an overtime rate of pay for any hours worked on the seventh day of work.

9.23.6 Instructional Assistants who are required to work more than 12 hours in any one workday shall be compensated double his/her regular rate of pay.

ARTICLE 10: SALARIES

10.1 The District will provide a nine and nine four tenths percent (9.94%) on schedule increase on the 2021-22 salary schedule of the Agreement effective July 1, 2022 through June 30, 2023. This on-schedule increase shall be provided only after final ratification of the Amendment by the District Governing Board.

10.2 **Frequency:** All employees in the bargaining unit shall be paid once per month when the unit member is scheduled to work, on or before the last day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. However, if the County Office of Education and the District's payroll system permit, 10-month, 10.5-month, and 11-month employees shall have the option to choose a deferred net pay option such that employees receive their annual pay in 12 monthly paychecks.

10.3 **Errors:** Any payroll error created by the District resulting in insufficient payment to an employee in the bargaining unit shall be corrected and added on the pay for the next scheduled payment or a supplemental check shall be issued, not later than five (5) working days after the employee provides notice to the payroll department. Bargaining unit members are responsible to reimburse the District for overpayments.

10.3.1 After confirming that a unit member has been overpaid, the District shall notify the overpaid unit member of the overpayment in writing. This notice shall include the amount of the overpayment, the reason that the overpayment occurred, and that the employee has the right to be represented, including during the meeting to discuss repayment. Within five (5) workdays, the unit member shall meet with the District to discuss repayment of the overpayment and to develop a mutually-agreeable repayment plan. The unit member may be represented by CSEA during such a meeting.

10.3.2 The process set forth in Article 10.3.1 shall be subject to the grievance procedure, but no procedural error shall relieve the bargaining unit member from repaying an overpayment.

10.4 **Mileage:** Any employee in the bargaining unit required to use a private vehicle on district business shall be reimbursed at the approved IRS rate per mile for all miles driven on behalf of the District. The amount shall be payable on a separate warrant drawn against district funds within ten (10) working days of submission of the claim by the employee in the bargaining unit. See Board Policy and Administration Regulation 3350 regarding mileage reimbursement.

10.5 **Meals:** Federal guidelines for meals will be used as a guide for reimbursement. Meal reimbursement may only be claimed when an overnight stay is required. Employee shall be reimbursed not later than ten (10) working days after submission of completed expense form and attached itemized receipts. See Board Policy and Administration Regulation 3350 regarding criteria for claiming per diem meal expenses.

10.6 **Lodging:** Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away overnight shall, when authorized and upon presenting receipts, be reimbursed by the District for the reasonable cost

of such lodging not later than ten (10) working days after submission of the expense claim. See Board Policy and Administration Regulation 3350 for details regarding lodging.

10.7 **Working Out of Classification:** The salary of an employee required to perform the duties of a higher classification for a period of more than five (5) working days within a fifteen (15) calendar day period, shall be adjusted upward as follows:

10.7.1 The reassigned employee shall be paid that step of the higher classification that will provide an increase in salary of not less than ten percent (10%). In the event the maximum step on the higher salary range does not provide a ten percent (10%) increase for the assigned employee, the employee shall be paid the maximum hourly rate for the classification.

10.8 **Placement on the Salary Schedule:** The District shall determine the placement on the Salary Schedule of employees new to the District based upon their experience, education, training and district needs.

10.9 **Longevity:** The District shall provide additional compensation for longevity as follows:

10.9.1 Bargaining unit employees hired before September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule attached hereto.

10.9.2 Bargaining unit employees hired on or after September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule attached hereto except that said longevity Anniversary Increments shall cease after the bargaining unit employee's twenty-fifth (25th) year.

10.10 **Classified Employee of the Year**

One employee, nominated from each department/site by the Supervising Manager, shall be eligible for the Classified Employee of the Year Award upon completion of the probationary period and reaching permanent status. One Classified Employee of the Year Award shall be selected by the District Management and CSEA President or designee. It is desirable to have an outstanding classified staff in which every member qualifies, but only those who demonstrate continued growth and consistently exemplify superior performance as well as high qualities, which originally merited granting permanency, will be recommended. Classified Employee of the Year award may be made annually in the amount of $250.00 paid on the June payroll. This award is not subject to on-schedule increases.

10.11 **Annualized Pay**: Effective July 1, 2021, 10-month, 10.5-month, and 11-month employees will be paid using an annualized pay method such that they receive uniform monthly pay eleven months of the fiscal year (August - June).

ARTICLE 11: CLASSIFIED PROFESSIONAL GROWTH PROGRAM

11.1 **Eligibility:** Unit members who have satisfactorily completed their probation are eligible to participate.

If an employee receives a classification change, that person is eligible to start a new professional growth program related to the new position.

11.2 **Program Description** The Professional Growth Program for unit members consists of job-related-courses taken at accredited adult, trade or vocational schools, community colleges or universities, or approved professional workshops/courses related to the employee's position, but not required prerequisites in the employee's job description. The courses must be completed with a grade of "C" or better or "pass" if grading is done on a pass/fail basis. However, a certificate of completion or a verified participation form is acceptable if no grading or pass/fail is offered.

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An increment consists of twenty (20) points. An employee is eligible to earn one increment a year to a maximum of ten (10) increments. Any points over the twenty (20) will be applied to the next increment.

3 unit course	6 points
2 unit course	4 points
1 unit course	2 points
15 week non-credit course	3 points
8 week non-credit course	1-½ points
All day workshop	1 point
1 hour	0.125 point

11.3 Credit will not be given an employee for course work or workshops requested by the employee's supervisor and taken during employee's work time. Only courses completed after the unit member's probation in their position may be considered for professional growth increments.

The salary increase for each increment will be $24.00 per month for employees who work four to eight (4-8) hours per day and $13.00 per month for employees who work less than four (4) hours per day for each month of service. The increment will be paid on a monthly basis beginning the month following verification of the completion of an increment.

To apply for credit toward a completed increment for salary increase, an employee must file a Declaration of Intent (Appendix D) with the Director of Human Resources prior to taking the courses. Human Resources shall process the Declaration of Intent within fifteen (15) District Office business days of receipt of the Declaration of Intent and supporting documents. After approval by the employee's supervisor and the Director of Human Resources, the courses may be taken.

The unit member must submit the proper documentation (approved Declaration of Intent, official transcripts or other acceptable certification of the satisfactory completion of the approved learning activities) to the Human Resources Department. Proper documentation can be submitted at any time during the year. The Human Resources Department will forward necessary forms to payroll to implement any increase. The employee will them be credited with the completion of an increment and the monetary increase will be awarded the following month.

11.4 **Appeal to Review Committee** An employee may challenge disapproval of a proposed course/workshop by requesting reconsideration by the Review Committee, which shall consist of two (2) members of the Association, including the Association Chapter President (or designee), and two (2) District members, one of whom will be the Superintendent (or designee). The responsibility of the Review Committee will be to determine whether the courses or workshops submitted are job related and whether a majority of the committee recommends that professional growth advancement will be accepted.

ARTICLE 12: EMPLOYEE BENEFITS

12.1 **Health and Dental Benefits:** Bargaining unit members hired before September 11, 2014, who are eligible for and receiving health and dental benefits as of September 11, 2014, based on working at least four (4) hours per day and at least twenty (20) hours per week, shall continue to be eligible on that basis for health benefits for themselves and their eligible dependents so long as they continue to be regularly assigned to work at least four (4) hours per day and at least twenty (20) hours per week.

Effective September 11, 2014, each regular unit member who is regularly assigned to work at least six (6) hours per day and at least thirty (30) hours per week shall be eligible to receive health and dental benefits for themselves and their eligible dependents.

12.2 For all bargaining unit members eligible for dental benefits, the District will only provide dental benefits as covered under a dental plan offered by the District. Such coverage is for the eligible employee only.

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12.3 Effective January 1, 2018, bargaining unit members eligible for health care shall pay the following health care contributions for each month (for ten out of twelve months):

Employee only	$60
Employee + 1	$60
Family	$75

12.4 The District's maximum contribution annually in any twelve-month period, or prorated portion thereof, to the total cost of medical coverage provided under this Agreement on behalf of each eligible unit member who is entitled to receive such benefits, shall be as follows:

Employee only	$7,740.00
Employee + 1	$15,270.00
Family	$21,410.00

Any amounts in excess of the maximum District contribution shall be paid for by the unit members by monthly payroll deduction in equal amounts (which shall be in addition to employee monthly health care contributions of either $60 or $75 as listed above).

If the cost of the District's Kaiser and/or UHCI health care plans exceeds the specific maximum contribution paid by the District, the District will pay 50% of the increased cost and the employee will pay 50% of the increased cost.

12.5 **Dental Benefits:** Commencing upon depletion of the District's Fringe Benefits Consortium (FBC) Dental Fund Balance, the District shall contribute up to a maximum of $449.00 annually in any twelve-month period, or prorated portion thereof, to the total cost of dental coverage provided under this Agreement on behalf of each eligible unit member who is entitled to receive such benefits. Any amounts in excess of the maximum District contribution shall be paid for by the unit members by monthly payroll deduction in equal monthly amounts.

12.6 If a unit member is on a leave of absence without pay, the unit member may convert health plan coverage and/or dental plan coverage to a direct payment basis by forwarding to the District, monthly, in advance, the appropriate month's insurance premiums.

12.7 When a unit member's employment terminates, such employee shall be entitled to continue health plan and/or dental coverage, at district expense through the end of the month following the month in which the member's employment was terminated.

12.8 **Retiree Benefits:** Members of the bargaining unit shall be eligible for retiree health benefits as follows:

12.8.1 Bargaining unit members hired before September 11, 2014 must have been employed and eligible to receive employee health and dental benefits with the District for a minimum of ten (10) years, with the District of which the last five (5) years must be consecutive and immediately prior to retirement from the District, and must have attained the age of 55 years.

12.8.2 Bargaining unit members hired on or after September 11, 2014 must have been employed and eligible to receive employee health and dental benefits with the District for a minimum of fifteen (15) years, with the District of which the last five (5) years must be consecutive and immediately prior to retirement from the District, and must have attained the age of 55 years.

12.8.3 The coverage will only provide health benefits as covered under one of the health plans offered by the District. During open enrollment, the employee may elect from one of the health plans offered by the District.

12.8.4 For eligible employees who retire on or before December 31, 2019, the District shall contribute an amount equal to the premium for one individual under the most expensive HMO that is available to bargaining unit members.

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12.8.5 For eligible employees who retire on or after January 1, 2020, the District shall contribute up to a maximum of Employee Only coverage under section 12.4 annually in any twelve-month period, or prorated portion thereof, to the total cost of retiree health benefit coverage provided under this Article on behalf of each eligible retiree who is entitled to receive such benefits. Any amounts in excess of the maximum District contribution shall be paid for by the retiree by monthly payments. Such health benefit coverage is for the retiree only.

12.8.6 The District will continue to provide this coverage until the retiree reaches the age of sixty-five (65). After the age of sixty-five (65) the retiree may continue in the District-sponsored health and dental programs but the total premium cost shall be borne by the retiree.

12.8.7 This benefit only covers the retiring employee and is not extended to dependents.

12.9 **Life Insurance:** The District shall provide a $15,000 life insurance policy for each member of the bargaining unit as follows:

12.9.1 Bargaining unit member employees hired before September 11, 2014, must work twenty (20) or more hours per week to be eligible for District Life insurance.

12.9.2 Bargaining unit member employees hired on or after September 11, 2014 must work thirty (30) or more hours per week to be eligible for District life insurance.

12.10 **Health Benefits Committee:** The District and the CSEA will continue to collaboratively share health and welfare benefits information through the Health Benefits Committee.

ARTICLE 13: EMPLOYEE EXPENSES AND MATERIALS

13.1 **Uniforms:** The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, emblems, and cards required by the District to be worn or used by bargaining unit employees. Maintenance employees and District mechanics shall be required to wear uniforms in the performance of their duties (excluding clerical employees).

13.2 **Tools:** The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

13.2.1 Notwithstanding Section 13.2, if an employee in the bargaining unit provides personal tools or equipment for use in the course of employment, the District agrees to provide a safe place to store the tools and equipment and agrees to pay for any loss or damage or for the replacement cost of the tools resulting from normal wear and tear providing the District authorizes in writing that any personal tools or equipment may be brought by the employee to use for District purposes.

13.3 **Replacing or Repairing Employee's Property:** The District shall provide reimbursement to an employee for the loss, destruction, or damage by arson, burglary or vandalism of personal property used within district-maintained premises. Further, reimbursement shall be made where the loss, destruction or damage results from an accident involving the employee in the course of carrying out duties. This Article is limited by the following terms and conditions.

13.3.1 Reimbursement shall be made only when approval for the use of the personal property was given at the time of or prior to the time property is brought on the premises. Such approval must be written and an estimated value of the property noted. Personal insurance coverage should also be noted.

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13.3.2 A maximum of $500 per occurrence shall be paid to the employee (including cases involving damage to vehicles) less any amount covered by the employee from personal insurance. Any loss of less than $20 will not be reimbursed.

13.3.3 Personal items of wearing apparel (but not jewelry or watches) that are worn by the employee shall be covered by this Article but need not be approved by the on-site administrator.

13.3.4 Collections of items may qualify where other conditions are met if the collection is normally treated as a single unit; for example, a stamp collection or an insect collection would qualify where booked or mounted as a single unit.

13.3.5 Items unrelated to the employee's work assignment or brought on site for personal convenience only (radio, for example) are not covered by this Article.

13.3.6 This Article shall not apply to those using District-maintained buildings and grounds under the Civic Center Act, but shall be in effect only for the employee during assigned work.

13.4 **Safety Equipment:** Should the employment duties of an employee in the bargaining unit reasonably require use of equipment or gear to insure the safety of the employee or others, the District agrees to furnish or if not available, to purchase equipment or gear, or to reimburse the employee for the full cost of the purchase. Employees must receive prior approval in writing from supervisor authorizing the purchase. Employee shall be required to comply with all safety regulations.

13.5 **Physical Examinations:** The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 11708 or its successor.

ARTICLE 14: GRIEVANCE PROCEDURE

14.1 **Definitions:**

14.1.1 **Grievance**: A formal allegation by a grievant that he/she has been adversely affected by a violation of specific provision(s) of this Agreement. A grievance does not include discipline, reprimands, warnings, summaries of conference, or the contents of performance evaluations.

14.1.2 **Grievant**: Any classified non-management employee covered by the terms of this Agreement. The California School Employee Association (CSEA) has the right to grieve on behalf of its members and to be present at all steps of the grievance process.

14.1.3 **Day**: A day in which the District office is open for business.

14.1.4 **Immediate Supervisor**: The lowest level management team member designated to adjust grievances.

14.2 **General Provisions:**

14.2.1 Any bargaining unit member employee or group of bargaining unit member employee or group of employees shall have the right to file a grievance. No bargaining unit member employee or group of bargaining unit member employees shall be hindered from, or disciplined, for exercising this right.

14.2.2 Failure by the administration to adhere to decision deadlines constitutes the right of the aggrieved to appeal automatically to the next step. Failure of the employee to adhere to the submission deadlines shall mean that the

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employee is satisfied with the latest decision and waives any right to further appeal; however, nothing prevents the parties from extending the dates by mutual agreement.

14.2.3 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of the Human Resources Director.

14.2.4 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants. If any grievance meeting or hearing must be scheduled during the school day, any witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

14.2.5 The grievant has the right to have a representative present at any step of the grievance procedure. The grievant must be present at each step of the grievance procedure.

14.3 Procedure: Grievances will be processed in accordance with the following steps:

14.3.1 STEP ONE: A grievance must first be discussed with the grievant's immediate supervisor with the objective of resolving the matter informally. Within twenty (20) days after the occurrence of the act giving rise to the grievance, the grievant must present such grievance verbally to the grievant's immediate supervisor. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the grievant and the immediate supervisor.

14.3.2 STEP TWO: In the event that the grievant is not satisfied with the decision at Step One and the employee wishes to pursue the matter, the employee shall present the grievance in writing to the Human Resources Director within ten (10) days after the personal conference between the aggrieved employee and the immediate supervisor. The Human Resources Director shall respond in writing within ten (10) days after receipt of the grievance. The written information provided by the grievant shall include:

A. A description of the specific grounds of the grievance, including names, dates and the place, necessary for a complete understanding of the grievance;

B. A listing of the provisions of the Agreement which are alleged to have been violated or misapplied;

C. A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and

D. A listing of the specific actions requested of the Human Resources Director which will remedy the grievance.

14.3.3 STEP THREE: If the grievant is not satisfied with the decision at Step Two, a written request for mediation of the grievance must be submitted to the Human Resources Director within ten (10) days. In this event, the Human Resources Director shall within five (5) days submit a written request to the California State Conciliation Service for the immediate services of a mediator.

The written request for mediation of the grievance shall include a clear, concise, written statement of the reason(s) for the appeal to the mediation process. Only those written reasons included in the written statement of reasons for appeal may be submitted for consideration at any higher step of the grievance procedure.

The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process. At the outset of this process the mediator shall schedule and hold a

mediation at which time the parties to the grievance shall submit to the mediator copies of all documents completed in conformance with the requirements at each previous grievance level. In addition, the grievant shall submit to the mediator a copy of the clear, concise, written statement of the reason(s) for the appeal to the mediation process. If a satisfactory resolution of the grievance is achieved my means of this mediation process, both parties to the grievance shall sign a written statement to the effect and thus waive the right of either party to any further appeal of the grievance.

The District and the Association have agreed that this Step Three may be waived by mutual agreement of the parties.

14.3.4 STEP FOUR: If the parties are unable to resolve the grievance at Step Three, the grievant shall request in writing a hearing for advisory arbitration. The written request shall be filed in the office of the Superintendent within five (5) days after the mediation at Step Three.

A. The advisory arbitrator shall be selected by the two parties. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the Superintendent or designee shall submit a written request to the California State Conciliation Service for a list of arbitrators. Within five (5) days of receipt of the list of arbitrators, the parties shall alternately strike one (1) name from the list until only one (1) name remains. A flip of a coin will determine which of the parties strikes the first name.

B. The District and the grievant will share equally any payment for the list of arbitrators and the services and expenses of the impartial advisory arbitrator. Any other expenses shall be borne by the party incurring them.

C. The arbitrator's decision will be in writing and will set forth his or her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which violates any term of this Agreement. The decision of the arbitrator will be submitted to the Governing Board within thirty (30) days after the close of the arbitration hearing or the date for filing of briefs, whichever is later.

D. The Governing Board alone has the power to render a final and binding determination of a grievance. The recommendation of the arbitrator shall only be advisory and, if, upon review of the written decision, the Board of Trustees determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence. The decision of the Governing Board shall be issued within 60 days of receipt by the Board of the arbitrator's decision. The Governing Board's decision shall be final and binding on all parties.

ARTICLE 15: SAFETY CONDITIONS

15.1 The Superintendent shall be responsible for the promulgation of safety rules for all classified employees, and shall appoint a District Safety Officer to oversee the conditions of district facilities.

15.2 No Discrimination: No employee shall be in any way discriminated against as a result of reporting any condition to be a violation of State or Federal law.

The Association will be provided with a copy of all CAL-OSHA and other safety inspection reports.

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ARTICLE 16: TRANSFERS

16.1 Transfer of an employee from one position to another position not involving a change of classification may be made by the Superintendent of the District or designee, when the need arises, for the efficient operation of the District, as defined by the District. A unit member affected by such transfer shall be given notice at least seven (7) working days before the date upon which the transfer is effective.

16.1.1 Request for transfer may be submitted to the Human Resources Department.

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

Whenever there is a vacancy in an established position in the bargaining unit and the District has determined to fill the position with a regular classified employee, the District will post the vacancy for a minimum of five (5) district office business days to give current members of the bargaining unit the opportunity to apply for the vacant position.

16.1.3 Posting of Notice: The District agrees to post notices of job vacancies for a minimum of five (5) District Office business days. All job postings shall be posted on the District website, emailed to all current classified District employee email addresses, and sent to employees who are currently in layoff at either the email address or the mailing address they identified to the Human Resources Department at the time of the layoff.

16.2 Lateral Transfers: When a new position is created, or an existing position becomes vacant, the District shall offer the position to employees serving in the same job classification in the District by seniority in that classification. The District shall allow an employee who is qualified for the position to transfer, unless the District is willing to explain that the transfer is not in the best interest of the District and its efficient operation. If an employee is denied a transfer, they shall, upon request, be provided with a written explanation outlining the reason(s) for the denial. If more than one qualified employee wishes to be transferred to a particular vacancy, the employee with the greatest bargaining unit seniority shall be transferred, unless there is a special need for that particular position as indicated on the job announcement. In the event that two (2) or more qualified employees have identical seniority, the employee to fill that position shall be determined by the District. An employee may only transfer laterally once in any fiscal year. Any subsequent lateral application for transfer in that year shall be exempt from the limitation and provisions of Section 16.2.

16.3 Medical Transfers: The District may give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform assigned, regular job class duties. Such work may be determined through the interactive process. The alternate work may constitute promotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement of the employee.

16.4 Child Development Employees: Notwithstanding the provisions of Article 16, the District reserves the right to temporarily increase the hours of Child Development Employees for up to 60 consecutive days. Child Development Personnel affected by the increase of hours pursuant to this provision are also exempt from the provisions of Article 9.7.

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ARTICLE 17: LEAVES OF ABSENCE

17.1 A Unit member shall be entitled to take up to four (4) days of paid emergency leave annually. This leave is non-cumulative and only one (1) day for each emergency may be taken which prohibits consecutive use of days.

Emergency leave taken pursuant to this paragraph shall not be deducted from accumulated sick leave allowance. The employee shall sign a statement certifying that leave taken was an emergency. The following events qualify as emergencies:

17.1.1 An accident involving the employee's person not otherwise chargeable to an illness or injury leave, or to an industrial illness leave. Such accident must be serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, and require the attention of the employee during assigned hours of service.

17.1.2 An accident involving the employee's property or the person or property of a member of the employee's immediate family. Such accident must be serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, and require the attention of the employee during assigned hours of service.

17.1.3 An illness of a member of the employee's immediate family, serious in nature, under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during assigned hours of service.

17.1.4 Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during assigned hours of service.

17.1.5 Unit members subpoenaed to appear as a witness in court, other than as a litigant.

The above shall not preclude the granting of personal leave without pay after emergency leave has been exhausted.

17.2 **Sick Leave:** A unit member of the district shall be allowed sick leave for personal illness or injury under the conditions set forth below:

17.2.1 For Personal Illness

17.2.1.1 **Annual sick leave allowance, full salary.** Full-time employees shall be entitled to one (1) full day per month for each month worked with full pay depending on monthly assignment during the fiscal year of employment.

17.2.1.2 **Annual sick leave allowance, partial salary.** Unit members shall once a year be credited with a total of 100 working days of paid sick leave, including all days of full-pay sick leave to which they may be entitled. Such days of paid sick leave in addition to the full-pay sick leave days shall be compensated at fifty percent (50%) of the employee's regular salary.

17.2.1.3 The total unused number of full-pay sick leave days shall accumulate without limit.

17.2.1.4 If sick leave for any single and continuous illness extends into the next fiscal year, the employee shall be allowed only a total of 100 working days of paid sick leave for that single and continuous illness.

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17.2.1.5 Regular ten-month unit members employed during the summer shall receive sick leave benefits on a pro rata basis.

A unit member shall be credited with, and may use, annual and accumulated sick leave allowance as of the first day of the employment year, even though the unit member has not been able to report for duty on that day, provided that the unit member notified the school or personnel office. However, new employees shall not be eligible to take more than six (6) days, or the proportionate amount to which entitled, until the first day of the calendar month after completion of six (6) months active service with the district.

17.2.2 **Sick Leave Without Pay:** Whenever a unit member's paid sick leave allowance is exhausted, the unit member shall immediately apply to the Superintendent for sick leave without pay for a definite period of time. Such sick leave without pay shall be subject to renewal for a period up to a total of twelve (12) months.

In case of application for sick leave without pay, the unit member shall supply the Superintendent with a physician's statement. Application for sick leave without pay, together with a physician's statement, is to be submitted at least fifteen (15) days before exhaustion of paid sick leave time allowance, whenever possible.

17.2.3 **Proof of Illness**: If absence is more than three (3) days, or a pattern of abuse or other bonafide proof of abuse exists, a physician's certificate may be required or other proof of illness satisfactory to the District.

17.3 **Personal Necessity Leave:** All unit members, at their election, may use up to seven (7) days of full pay leave provided under Leaves of Absences, 17.2 - Sick Leave in any fiscal year in cases of personal necessity, including for any of the following:

17.3.1 The death of a member of the employee's immediate family when the number of days of absence exceeds the limits provided in the Bereavement Section of this Article.

17.3.2 Attendance of the funeral of a friend, or of a relative not specified in the bereavement section of this article. Such absence shall be limited on one (1) day under the provisions of this policy. Approval should be secured from the Supervising Administrator prior to the leave.

17.3.3 **Graduation or Special Ceremony.** Attendance at a special ceremony or graduation at which the unit member or a member of the unit member's immediate family is the recipient of a degree, commendation, or special award. At least seven (7) days advance notice should be given to the Supervising Administrator prior to the actual date of absence.

17.3.4 **Other Personal Necessity Leave.** Leave for other personal necessities may be granted by the Superintendent or his/her designee. The criteria used to approve such leave will be that the reasons for the leave are beyond the immediate control of the employee and compel the unit member's presence or participation. The reason for the personal necessity leave must be specified in the request in order that a determination can be made that the nature of the leave compels an individual to be absent from assigned duties and is something more than a personal convenience to the employee or a situation created by the choice of the employee. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

17.3.4.1 The total number of days allowed in one fiscal year for such leave or leaves shall not exceed seven (7) days.

17.3.4.2 The days allowed shall be deducted from, and may not exceed, the number of full days of fully paid sick leave to which the employee is entitled.

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17.3.4.3 The personal necessity leave will not be granted during a scheduled vacation or leave of absence.

17.3.4.4 Request for such absence shall be made to the employee's administrator or immediate supervisor. Included in the written request will be a statement indicating the nature of the leave. The administrator or supervisor shall take whatever steps are necessary to assure that a personal necessity situation within the limits of this rule does exist. After the request has been signed by the administrator or supervisor, it will be forwarded to the Superintendent or his/her designee for approval.

17.3.4.5 A unit member may use up to three (3) days per school year, of the seven (7) personal necessity leave days provided under this section, for personal business. These days may be used at the unit member's discretion. When foreseeable, forty-eight (48) hours' notice shall be required when using such leave on a Monday or Friday, and such leave may not be used the day prior to or after a holiday or school recess period.

17.4 Pregnancy Disability Leave: Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence from other illnesses or medical disability. Such leave shall not be used for childcare, child rearing or preparation for childbirth, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District

The employee on leave for pregnancy disability shall be entitled to a position comparable to that held at the time the leave commenced.

Employees on unpaid leave have the right to maintain their health and welfare benefits by paying the total monthly premiums.

Employees returning from pregnancy disability leave shall give a minimum of fifteen (15) days notice to the District.

17.5 Parental/Baby-Bonding Leave: Eligible employees may take up to 12 weeks of parental/baby-bonding leave in a 12 month period under the California Family Rights Act for the birth of a child, or placement of a child in the family for adoption or foster care. An eligible employee may take parental/baby-bonding leave only within the first 12 months after birth or placement of the child. When both parents work for the District, parents may take a maximum combined total of 12 weeks of parental/baby-bonding leave during any 12 month period.

Eligible employees who are granted baby-bonding/parental leave under the California Family Rights Act (CFRA) for up to 12 school weeks may choose to use fully paid sick leave and/or 50% pay extended illness leave during the 12 week period. Such sick leave and/or 50% pay leave shall run concurrently with the CFRA baby-bonding/parental leave and also with the leave provided for under Education Code Section 45196.1.

17.6 Leave Without Pay: Leave of absence without pay for up to thirty (30) working days duration for valid reasons may be granted by the Superintendent upon recommendation of the appropriate supervisor. Such leave will not involve loss of position or privileges.

17.6.1 Leaves of absence without pay for longer than thirty (30) working days, but not to exceed one (1) calendar year, for valid reasons may be granted by the Superintendent upon the recommendation of the appropriate supervisor. If such leaves are granted, it will be with the understanding that there will be no guarantee of position reassignment

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at the expiration of the leave, but the employee will be given consideration for such vacancies that may occur in the employee's class. Exception to this reassignment policy may be granted for employees on leave for illness, or other urgent reasons, at the discretion of the Superintendent.

17.6.2 Attendance at or participation in observance of religious holidays. Absences for this purpose shall not exceed three (3) days in any fiscal year. At least seven (7) days advance notice should be given to the Supervising Administrator prior to actual dates of absences.

17.7 **Industrial Accident/Illness Leave:** An employee shall be granted a leave of absence with pay after completion of one (1) year of service with the district for absences due to an industrial accident or illness in accordance with the following regulations:

17.7.1 Such leaves shall be for a maximum of sixty (60) working days per accident in any fiscal year. In the event that the sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to the amount of the unused leave due him/her for the same injury or illness during the subsequent year.

17.7.2 Such leaves shall not be accumulative from year to year.

17.7.3 Salary received from the district during such leave plus wage loss benefit checks received under Workers' Compensation laws may not exceed the employee's regular salary. Therefore, all benefit checks received by the employee under Workers' Compensation shall be endorsed to the District, and the District shall pay the employee's normal salary during the period of leave.

17.7.4 An employee receiving industrial accident/illness leave shall remain within the State of California unless prior approval is received from the District.

17.7.5 An industrial accident or illness means any injury or illness whose cause can be traced to the performance of services for the district.

17.7.6 An employee may use regular sick leave, vacation, and other compensated time off to cover absences caused by an industrial accident/illness. Regular sick leave shall be earned during an industrial accident/illness but will be reduced by the number of days so credited if the employee cannot return to work.

When all paid leaves of absence have been exhausted by a classified employee as a result of industrial accident/illness, such employee shall be granted a leave of absence without pay for a six-month period. The District may renew the leave of absence without pay for two (2) additional six-month periods. When these leaves of absence have been exhausted, and if the employee is not medically able to assume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. Application for reemployment for such employee will be given full consideration when accompanied by evidence of full recovery and ability to meet current employment standards. If an employee, who was classified as a permanent employee, is rehired within thirty-nine (39) months after the last day of paid service, the District shall restore all rights, benefits, and burdens of a permanent employee, as provided by law.

17.8 **Military Leave:** Leaves for Annual Training Duty--a unit member, upon submission of the unit member's military orders, shall be granted a leave of absence without loss of salary to report for annual active duty training.

17.9 **Judicial Leave:** Any unit member who is required to render jury duty shall be granted temporary leave of absence for the duration of the duty served, plus travel time as ordered by the court. Such leave shall be with pay for each

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hour served. Any employee whose regularly assigned shift begins at 2:00 p.m. or thereafter for each hour spent in jury duty shall be relieved an hour of regular duty for that day. The hours shall be deducted from the employees shift in a manner, which is most efficient and takes into consideration the needs of the employee. The employee shall provide proof of summons in advance of jury service.

17.10 Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of five (5) days. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the employee.

17.11 Catastrophic Event Leave

17.11.1 Upon written request, the Superintendent or designee may authorize a permanent employee to donate up to a maximum of ten (10) workdays of eligible leave credits to another permanent employee pursuant to Education Code section 44043.5 when that employee or employee's family member suffers from a catastrophic illness or injury. Each request will be considered on a case-by-case basis, considering both the circumstances of the employee and any operational constraints of the District. The donation and receipt of such sick leave credits are subject to the following conditions:

17.11.1.1 "Catastrophic illness or injury" is defined to mean an illness or injury that is expected to incapacitate an employee or a member of the employee's family for an extended period of time, which incapacity requires the bargaining unit member to take time off from work or care for that family member for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and any other paid time off.

17.11.1.2 "Extended period of time" is defined to mean more than ten (10) consecutive workdays.

17.11.1.3 "Eligible leave credits" are defined to mean sick leave accrued to the donating employee, to the extent that the employee is otherwise eligible for such leave. An employee cannot donate future sick leave that has not been accrued, and cannot donate sick leave which will result in the employee having less than ten (10) accumulated sick leave days. Nothing in these provisions on catastrophic leave expands the purposes for which sick leave can be used under other applicable provisions of this Agreement or applicable law.

17.11.1.4 "Family member" is defined to mean the employee's spouse, domestic partner, parents, parents-in-law, siblings and children. "Parent," for purposes of this leave, includes "biological, foster, or adoptive parents, a step parent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child, or a spouse's parent." "Child" includes biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person *in loco parentis.*

17.11.2 The employee who is, or whose family member is, suffering from a catastrophic illness or injury and who is requesting that eligible leave credits be donated:

17.11.2.1 Must request in writing to the District office that eligible leave credits be donated. The request must be submitted at least ten (10) days before the employee wishes to use the donated leave credits.

17.11.2.2 Must provide written verification of the catastrophic injury or illness by a physician to include the anticipated length of disability.

17.11.2.3 Must use all leave credit that he or she continues to accrue on a monthly basis before receiving paid leave credits that are donated under this provision.

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17.11.3 An employee who chooses to donate eligible leave credits:

17.11.3.1 Must provide written notice to the Superintendent or designee of the intent to transfer the eligible leave credits.

17.11.3.2 Must donate eligible leave credits of a minimum of the definition of a total workday for the employee who is, or whose family member is, suffering from a catastrophic illness or injury and who is requesting that eligible leave credits be donated.

17.11.3.3 Must acknowledge in writing to the Superintendent or designee that the employee understands that he or she cannot revoke the donation of the eligible leave credits because all transfers of eligible leave credits are irrevocable and binding. The donating employee must sign and date this acknowledgment.

17.11.3.4 Although more than one employee may donate eligible leave credits to the requesting employee, the cumulative maximum number of workdays the requesting employee may receive is sixty (60) workdays per school year, and the maximum number of workdays donated by any employee shall be ten (10) per school year.

17.11.3.5 The Executive Director of Human Resources will verify eligibility to receive leave credits due to the employee's (or his or her family member's) catastrophic illness or injury. A decision that an employee is not eligible to receive donated leave credits is not subject to the Grievance Procedure; however, the decision may be submitted to the Superintendent and Association President for review.

ARTICLE 18: HOLIDAYS

18.1 **Scheduled Holidays:** Effective July 1, 2021, the District agrees to provide all employees in the bargaining unit, including Child Care Personnel, with 16 paid holidays as follows:

Independence Day (July 4)
Labor Day
Admission Day (or day in lieu of)
Veterans Day (observed on November 11)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day (observed December 25, plus 2 designated local holidays)
New Year's Day (January 1)
Martin Luther King Day
Lincoln's Birthday (observed in February)
Washington's Birthday (observed in February)
Good Friday
Memorial Day (observed in May)
June 19th (known as "Juneteenth")

18.2 **Additional Holidays:** Every day appointed by the President or Governor of this State, as provided for in subdivisions (b) and (c) of Education Code Section 37220 for a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code Sections 1318 or 37222 for classified employees, shall be a paid holiday for all employees in the bargaining unit.

18.3 **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 holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

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18.3.1 When December 25 falls on Sunday, the holiday shall be moved back to the preceding Thursday unless the preceding Thursday is a school day. When the preceding Thursday falls on a school day, the parties shall mutually agree on a date that the holiday shall be moved to.

18.3.2 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in the Article.

18.4 **Holiday Eligibility:** Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday whenever such events occur within the regular working schedule, as opposed to the beginning or end of a work year for an employee, newly hired to the District for that fiscal year.

18.4.1 Employees in the bargaining unit who are not normally assigned to duty during the school Holidays or December 25 and January 1 shall be paid for those holidays and any local holidays in that period 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.

18.5 **Teacher Training Days:** Any day granted as a teacher training day, teacher institute, or teacher-parent conference day by whatever name for whatever purpose is a regular work day for all classified employees of the bargaining unit.

ARTICLE 19: VACATIONS

19.1 All regular employees earn vacation benefits in accordance with the table below:

Years of Employment	12-month unit members	10.5* & 11-month unit members	10-month unit members
1-2 years	12 days	11 days	10 days
3-7 years	15 days	13.75 days	12.5 days
8-13 years	18 days	16.5 days	15 days
14 years	20 days	18.33 days	16.66 days

* This shall be effective for 10.5 Month Unit Members starting July 1, 2021.

19.1.1 When employees work part of a month, vacation accrual shall be prorated in accordance with the table set forth above in 19.1.

19.2 Pay for vacation days for all unit members shall be the same as that which the member would have received had the unit member been in working status.

19.3 When a permanent employee in the bargaining unit is terminated for any reason, the employee shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.

19.4 If, for any reason, a unit member is denied an approved scheduled vacation, the employee shall be compensated at

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the rate of double-time-and-one-half (2 ½) for all hours worked during the scheduled and approved vacation period. In such a case, the employee shall suffer no reduction in the paid vacation days due.

19.5 If for any reason, a unit member is not permitted to take all or part of earned annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year or be paid for in cash.

19.6 Earned or unused vacation may, with the prior written approval of the supervisor, principal, or designee, be taken at any time during the year. Employees shall submit a proposed vacation schedule within the first twenty-one (21) calendar days of the employee's work year. The supervisor, principal, or designee shall render a decision on the vacation days requested within thirty (30) days of the final submission date. Vacation shall not be denied for arbitrary or capricious reasons. Employees shall have the right to revise their vacation schedules, with reasonable notice and upon approval of the supervisor.

19.7 An employee shall be allowed to carry a maximum of one year's vacation over into the next fiscal year in an amount that equals one (1) year's earned vacation. A minimum of ten (10) days vacation must be taken within a given fiscal year. No more than thirty (30) days vacation can be taken in one fiscal year.

19.8 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given preference.

19.9 When a paid holiday falls during the scheduled vacation of any bargaining unit employee, that paid holiday shall not be counted as a vacation day.

19.10 An employee in the bargaining unit shall, subject to management approval, be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination upon request.

19.11 Upon separation from service, a unit employee who has completed six (6) months of continuous service shall be entitled to a lump sum payment of all earned and unused vacation.

19.12 **Designated Vacation Days:** Starting July 1, 2021, the District will require that 10-month, 10.5-month and 11-month employees utilize ten (10) mandatory, designated vacation days for the purpose of fulfilling the employee's contracted work year.

19.12.1 Designated vacation days shall be included on the District Staff Calendar as follows:

A. One (1) non-holiday weekday during the Thanksgiving holiday week;

B. Two (2) non-holiday weekdays during the Winter Break; and

C. Seven (7) non-holiday weekdays during the Spring Break.

19.12.2 When a unit member is approved to work during a designated vacation day, he/she will be regularly compensated for the vacation day and paid for their work at their regular rate of pay via an extra work agreement timesheet.

19.13 10-month, 10.5-month and 11-month employees who earn more than ten (10) vacation days per year shall have the following options:

19.13.1 Take such vacation leave during their scheduled workdays during the year with supervisor approval consistent with Article 19.6, above.

19.13.2 Carry over such vacation leave to the next school year consistent with Article 19.7, above.

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19.13.3 No later than June 1, submit a request to be paid out up to a maximum of seven (7) days of earned vacation with their final pay warrant of the fiscal year. If no request to be paid out is received by the District on June 1, vacation leave shall be carried over in accordance with Article 19.7, above, and if the limit in Article 19.7 exceeded, paid out to the limit set forth in this Article 19.13.3.

19.14 If an employee has been granted vacation which was not earned at the time of his or her termination of employment with the District, the District shall deduct from the unit member's final warrant the amount of wages paid for any unearned vacation that was taken.

ARTICLE 20: EVALUATION PROCEDURE

20.1 Performance evaluations for all regular permanent and probationary employees shall be obtained at specified intervals during the work year. Evaluations shall be reported on appropriate forms in accordance with the following provisions:

20.2 The probationary period shall be six (6) months. Site supervisors will evaluate probationary unit members at approximately three (3) months of probationary employment. Failure to evaluate a probationary employee shall not preclude termination of employment.

20.3 Annual, written performance evaluations shall be made of permanent members of the classified service within the bargaining unit. No evaluation shall be made based upon hearsay statement but shall only be based upon the direct observation and knowledge of the evaluator.

20.4 A special additional evaluation for either a permanent or probationary employee may be used at times other than those regularly specified, upon the request of the appropriate supervisor.

20.5 The evaluation shall be prepared, by the immediate supervisor who shall sign the evaluation and discuss it with the employee concerned. The evaluation shall be presented to the employee at least 24 hours prior to the evaluation review with the immediate supervisor. The employee shall sign the evaluation before the original is submitted to the Personnel Office by the immediate supervisor. The unit member's signature does not necessarily mean that the unit member agrees with the content of the evaluation, but only that the unit member has received a copy of the evaluation and has had the opportunity to discuss it with the evaluator.

20.6 If additional supervisors or administrators are involved in evaluating an employee, these evaluations shall be signed before being submitted to the responsible evaluator. This original will also be included in the employee's personnel file.

20.7 Information of a derogatory nature shall not be placed in an employee's personnel file until the employee is given notice and opportunity to review and comment thereon.

20.8 Upon receipt of a copy of the evaluation, the unit member evaluated shall have ten (10) work days in which to attach a statement to the evaluation before it is placed in the unit member's personnel file.

ARTICLE 21: PROMOTIONS

21.1 The District shall determine the qualifications of individuals seeking promotions and may in its sole discretion select the best qualified individual for such vacancy. Where qualifications are deemed to be equal, the District will give consideration to prior experience, length of service in the District, skills and abilities in other areas, special recognitions from District or from other employees, compatibility with a supervisor of the vacant position and co-

workers, training, experience and background which relate to the skills and qualifications required for the vacant position and any special abilities a particular employee may have and bring to the position. A bargaining unit member who receives a promotion shall serve a six (6) month probationary period in the new position classification. If the District determines that the employee has not successfully served sufficient to meet the District's expectations during the probationary period, the employee may, at the discretion of the District, be returned to either his/her original position or a position in the same classification, which may result in the bumping, displacement, or layoff of less senior employees.

21.1.1 The District agrees to post notices of job vacancies for a minimum of five (5) District Office business days. All job postings shall be posted on the District website and emailed to all current classified District employee email addresses.

21.1.2 The vacancy notice shall include:

1. The job title.
2. A brief description of the position and duties.
3. The minimum qualifications required for the position.
4. The assigned job site.
5. The number of hours per day.
6. The regular assigned work shift times.
7. The days per week and the months per year assigned to the position.
8. The salary range.
9. The date of distribution and deadline for filing to fill the position.

21.1.3 Any regular employee in the bargaining unit, including those on leave or vacation, may apply for the vacancy within the filing period.

21.1.4 Within ten (10) days following completion of the filing period, the District shall certify in writing the qualifications of bargaining unit applicants and notify each applicant of the applicant's standing.

21.1.5 Individuals whose qualifications have been certified under 21.1.4 shall be granted a panel interview. The panel shall include one member from CSEA who serves in the same or similar classifications as the position being filled. CSEA shall provide a list of at least two (2) individuals in each classification to the district. The District shall select an individual from the CSEA list to serve on the interview panel.

21.1.6 An employee who receives a promotion shall remain at their existing step at the promotional position's range.

ARTICLE 22: CLASSIFICATION AND RECLASSIFICATION

22.1 **Requests for Reclassification and Classifications Subject to Review:** A unit member who has completed his/her probationary period may request reclassification of his/her position by submitting a "Position Description Questionnaire" (PDQ) form (attached in Appendix B) to the Human Resources Department between October 1st and November 15th for consideration during the current fiscal year. Should the employee fail to turn in the PDQ, or submit a PDQ that is incomplete, no further action will be taken. A reclassification may only be subject to this process one time every two (2) school years.

22.2 Within five (5) business days of timely receipt of a completed PDQ, the Human Resource Department will provide a copy of the PDQ to the employee's supervisor, for the purpose of obtaining his/her input regarding the employee's request for reclassification.

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The District shall consult with CSEA regarding the selection of a consultant. The consultant retained by the District for purposes of this Article shall not be a current employee of the District.

The employee's supervisor will have fifteen (15) business days to review the PDQ. After the fifteen (15) business days, the Director of Human Resources will submit the PDQ and the supervisor's supplemental information to the District's consultant retained to review the reclassification and make findings and a recommendation.

22.3 The consultant shall use his/her judgment, experience, and expertise to evaluate the information supplied and render his/her recommendation regarding the requested reclassification. If necessary to complete the review, the consultant may seek additional information from the employee, supervisor, other managers, and other employees to answer questions, clarify issues, and provide additional information. The employee and supervisor shall fully participate in this process. Failure of the employee to fully participate will render the request denied.

Within ten (10) days of receipt of the consultant's written findings and recommendation, the Director of Human Resources shall send the consultant's recommendation to the employee, the employee's Supervisor, and the CSEA Chapter President.

22.4 **Appeal** - If the employee does not agree with the consultant's recommendation, he or she may submit to the Director of Human Resources a written request for appeal to the Reclassification Appeal Committee within ten (10) business days. The Reclassification Appeal Committee consists of the Director of Human Resources (or designee), the CSEA President (or designee) and the classification consultant.

Upon receipt of a timely written request for appeal, a meeting with the employee and the Committee shall be scheduled. After meeting with the employee, the Reclassification Committee shall, within five (5) business days, provide the employee with a written response to the appeal.

If the consultant recommends reclassification or if on appeal, the committee unanimously agrees reclassification is recommended, the District and CSEA will consult regarding the recommendation, proposed title, job description, and salary range before a recommendation is presented to the Governing Board. If the Board of Trustees approves the request for reclassification, the Human Resources Department shall ensure that the necessary documents are prepared. The unit member's evaluation date and salary step advancement date for purposes of step increases and longevity shall not change. Unless otherwise specified, reclassifications approved by the Board will be effective July 1st following Board approval. _

Reclassification recommendations shall not be subject to the grievance procedures.

22.5 **Incumbent's Rights**: When an entire class of positions or a position is reclassified, the incumbents in the position shall be entitled to serve in the new position.

22.6 **New Positions or Classes of Positions**: New classifications created or positions added to classes shall be subject to negotiations between the District and CSEA to determine if they are to be included in the bargaining unit. Disputed cases shall be submitted to the Public Employees Relations Board and shall not be subject to the grievance procedures contained in the contract.

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ARTICLE 23: CONCERTED ACTIVITIES

23.1 It is understood and agreed that there will be no strike, work stoppage, slowdown, or other interference with the operations of the District by the Association or by its officers, agents, or members of the bargaining unit during the term of this Agreement. The Board agrees that during the term of this Agreement, it will not engage in any lockout of its employees. It is also understood that the District shall be entitled to withdraw any privileges or services provided for in this Agreement or in District Policy of any employee or employee organization that violates this Article.

ARTICLE 24: SAVINGS PROVISIONS

24.1 If any provisions of this Agreement are held to be contrary to law or by the PERB or a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

24.2 The parties agree to enter into good faith negotiations in order to reach agreement on that provision changed or deleted by virtue of the law or PERB ruling within thirty (30) days.

ARTICLE 25: SUPPORT OF AGREEMENT

25.1 The District and the Association agree that it is to their mutual benefit to support this Agreement and to encourage the resolution of differences through the meet and negotiations process. Therefore, except for those matters and time periods described in Article 27, it is agreed that the Association and District will not appear before the Governing Board to seek change or improvement in any matter subject to the meet and negotiations process, except by mutual agreement of the parties.

ARTICLE 26: NEGOTIATIONS

26.1 **Reopener Clause:** During the 2023-2024 and 2024-2025 school years, Article 10 (Salaries) and Article 12 (Employee Benefits) shall reopen automatically provided that either party submits an initial proposal to the Governing Board no later than May 1, 2023, for the 2023-2024 school year, and May 1, 2024, for the 2024-2025 school year. Such initial proposal may also reopen two new or existing articles of each party's choice. Negotiations shall commence under this section upon fulfillment of the public notice requirements of the EERA. The terms and conditions of this Agreement shall remain in full force and effect during such negotiations.

26.2 **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.

26.3 **Agreement of Parties:** This Agreement can be reopened on any Article at any time by mutual consent.

ARTICLE 27: RELEASE TIME

27.1 The Association and the District shall each designate not more than five (5) representatives, unless written authorization by the Chapter President is submitted to the District for a larger number of representatives, for purposes of official meeting and negotiating sessions. Any such Association representatives who are District employees shall each receive reasonable release time without loss of compensation for purposes of official meeting and negotiating sessions with the board's representatives.

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27.2 The Association President or designee shall be granted up to a maximum of eight (8) days per year of non-cumulative release time without loss of compensation for association business. For the 2021-2022 and 2022-2023 school years only, the Association President or designee shall be granted an additional two (2) days of non-cumulative release time without loss of compensation for association business. The provision of these additional two (2) days automatically sunsets (is no longer in effect) June 30, 2023. Whether or not a substitute is required is determined by the District.

27.3 Any request for release time shall be made sufficiently in advance so that the District can make appropriate arrangements to cover for an employee's absence. Prior to release time being taken, the CSEA Chapter President shall notify the immediate supervisor and Human Resources in writing twenty-four (24) hours in advance of the need to take release time and shall report such release time in the District's absence system for the purpose of tracking release time and record keeping.

ARTICLE 28: LAYOFF AND REEMPLOYMENT

28.1 **Reason for Layoff:** Layoff of bargaining unit employees shall occur only for lack of work and/or lack of funds.

28.2 **Notice of Layoff:** Bargaining unit employees shall be given notice of layoff as authorized by law. The District shall provide reasonable notice of any planned layoff to the Association.

28.3 **Reduction Hours:** Any involuntary reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.

28.4 **Order of Layoff:** Pursuant to Education Code section 45308(a) classified employees shall be subject to layoff for lack of work or lack of funds. If a classified employee is laid off, the order of layoff and displacement rights shall be based on date of hire in class, plus higher classes. In the event of a tie in length of service within the class plus higher classes, the classified employee with the least District seniority shall be laid off first. If a tie still exists, layoff shall be conducted by lot in the presence of the Association President or designee.

28.5 **Bumping Rights:** An employee laid off from his or her present class may in order to avoid layoff, bump into the next lowest class in which the employee has greatest seniority. The employee may continue to bump to lower classes to avoid layoff.

28.6 **Layoff in Lieu of Bumping:** An employee who elects a layoff in lieu of bumping maintains reemployment rights under this agreement.

28.7 **Reemployment Rights:** Employees who have been laid off because of lack of work and/or lack of funds are eligible for reemployment for a period of thirty-nine (39) months. During that time and in accordance with their seniority within the class in which the vacancy occurs, they will be reemployed in preference to new applicants. If the employee refuses a reemployment offer, he/she shall not be eligible for further preferred consideration. A refusal shall not preclude an employee from future employment with the District. Reemployment shall be made in the reverse order of layoffs within each job classification. Those employees in the bargaining unit who have completed a probationary period shall be reemployed without having to serve an additional probationary period.

28.8 **Voluntary Demotion or Voluntary Reduction in Hours:** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

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28.9 **Retirement in Lieu of Layoff:** Any employee in the bargaining unit may elect to accept a service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff for lack of work and/or lack of funds. If the employee is offered, and accepts in writing, an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration has properly processed the employee's request for reinstatement from retirement.

28.9.1 An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.

28.10 The District will prepare a seniority roster consistent with Article 28.4. Thereafter, at least once per school year and at least sixty calendar (60) days prior to any classified layoff the District will make available to the Association an updated seniority roster.

28.11 **Notification of Reemployment Opening:** Notification of recall shall be made by personal contact or certified mail to the employee's last known mailing address. The employee must indicate acceptance of the job offer within five (5) District Office business days after receipt of the notification, and arrange the time for the unit member's return to work. The unit member must, however, be available within fifteen (15) District Office business days of receipt of the notice.

28.12 **Improper Lay Off:** Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

28.13 **Impacts and Effects**: The District and the Association agree that the above provisions in this Article represent the agreement between the parties concerning layoff, voluntary reduction in hours in lieu of layoff and the impacts and effects of such matters. Upon written request of the Association, the parties will meet to discuss the potential implications of any planned layoff.

ARTICLE 29: DISCIPLINARY ACTION

Probationary employees and other non-permanent classified employees are at-will employees and may be disciplined within the sole discretion of the District. The probationary period shall be six (6) months for classified bargaining unit members. Probationary employees and other nonpermanent classified employees are not covered by any other portion of this Article.

29.1 Discipline shall be imposed on permanent employees of the bargaining unit only for just cause. The term "discipline" for the purpose of this Article is limited to any action whereby a classified employee is suspended without pay, demoted, or dismissed without the classified employee's voluntary consent, except in the case of a layoff for lack of work or lack of funds. The term "discipline" for the purpose of this Article specifically does not include adverse or negative evaluations, warnings, directives or the implementation or application of any article of any applicable collective bargaining agreement or of other employment policies such as the denial of any leave.

29.2 The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District provides notice of the proposed disciplinary action.

29.3 Prior to the taking of discipline, the Superintendent or designee shall give written notice to the permanent classified employee. This written notice of proposed disciplinary action shall be served by certified mail or personal delivery to the classified employee at least ten (10) District office business days prior to the date when discipline will be

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imposed. In emergency situations, or where it is otherwise deemed appropriate by the District to remove the classified employee from the work place immediately, the classified employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the tenth (10th) District office business day following the date written notice was served on the employee.

29.4 **Notice of Proposed Disciplinary Action:** The written notice of proposed disciplinary action shall be served by personal delivery or certified mail. Service by certified mail shall be deemed complete on the date of mailing. The notice shall include at least the following:

29.4.1 A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based. Such statement may incorporate by reference the acts and omissions described in memoranda or other documents attached to the notice of proposed disciplinary action,

29.4.2 The specific disciplinary action proposed,

29.4.3 The cause(s) or reason(s) for the specific disciplinary action proposed,

29.4.4 A copy of the applicable rule(s) or law(s) where it is claimed a violation of rule(s) or law(s) took place,

29.4.5 A statement that the classified employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of written statements or affidavits, prior to the end of the fifteen (15) District office business day period following the date the written notice was served,

29.4.6 A statement that the classified employee, upon written request, is entitled to attend a pre- disciplinary Skelly conference with the Superintendent or designee regarding the matters raised in the written notice prior to the end of the fifteen (15) District office business day period following the date the written notice was served. At such pre-disciplinary meeting the classified employee shall be granted a reasonable opportunity to make any representations or present any documents the classified employee believes are relevant to the case,

29.4.7 A statement that the classified employee, upon written request, is entitled to an evidentiary hearing before the Board or a hearing officer designated by the Board before any disciplinary action is final,

29.4.8 A statement that the proposed disciplinary action may commence after the five (5) District office business day period following the date that written notice of the outcome of the pre-disciplinary Skelly conference is provided to the employee, or in the event that no pre-disciplinary Skelly conference is requested, the discipline may commence within fifteen (15) District office business days following the date the written notice of proposed discipline was served. A statement that no evidentiary hearing shall be held unless a written request is delivered to the Superintendent or designee within fifteen (15) District office business days after the date the written notice of proposed disciplinary action was served, and

29.4.9 Attached to or enclosed with the written notice of proposed disciplinary action shall be a card or paper, the signing and filing of which with the Superintendent or designee by the employee shall constitute a demand for hearing, and a denial of all charges.

29.5 **Pre-disciplinary Skelly Meeting:** The employee is entitled to appear personally before the Superintendent or designee regarding the matters raised in the written notice prior to the end of the fifteen (15) District office business day period following the date the written notice was served. At such pre-disciplinary meeting the classified employee shall be granted a reasonable opportunity to make any representations or present any documents the classified employee believes are relevant to the case. Within ten (10) District office business days

of said pre-disciplinary meeting, the Superintendent or designee shall provide to the employee the outcome of the pre-disciplinary meeting.

29.5.1 Upon request by the employee, a copy of said notice of proposed discipline may be delivered to the Association Representative.

29.6 The term "cause" shall be defined by District Board Policy and applicable law.

29.7 **Evidentiary Hearing:** Upon timely request for a hearing, a hearing will normally be held before the Board, or a hearing officer designated by the Board, within forty-five (45) calendar days of the hearing demand. The classified employee shall have a right to appear in person, with counsel at the employee's expense or such other lawful representation as determined by the classified employee. The District will have the burden of proof and shall first present evidence. Normal procedures shall be followed; i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination and rebuttal evidence from each party. Hearings will be recorded at the request of either party with such expense being borne by the requesting party, or the District will share equally with the employee or representative the costs of the court reporter, transcribing the record of the hearing, and for a copy of the official transcript. No transcript or copy of any such hearing transcript shall be provided by the District to the employee or representative unless the employee first remits to the District one half the estimated costs of the court reporter, preparation of the transcript, and a copy of the record.

29.8 A classified employee shall receive an evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent or designee within ten (10) District office business days after service of the written notice of proposed disciplinary action. In the absence of a timely demand for a hearing, the Board may take final action upon the proposed disciplinary action after the time period for demanding a hearing has expired.

29.9 **Disciplinary Settlements:** A discipline incident may be settled by written mutual agreement of the parties at any time.

29.10 The Board's determination of the sufficiency of the cause for disciplinary action shall be final.

ARTICLE 30: LENGTH OF AGREEMENT

This Agreement shall be effective for three years up to and including June 30, 2025.

Signed and entered into this 29th day of September, 2022.

FOR THE DISTRICT

Lisa Davis
Assistant Superintendent

FOR THE EXCLUSIVE REPRESENTATIVE

Dave Myers
Chapter 240 President

Joni Collins
CSEA Labor Relations Representative

CSEA DM LUSD

Lakeside Union School District
Classified Employees Salary Schedule

Effective July 1, 2022

Monthly Based on 12 Month Full/Time Employement

	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7	
RNG	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR
8	2,959	17.07	2,999	17.30	3,048	17.59	3,113	17.96	3,151	18.18	3,293	19.00	3,375	19.47
9	2,970	17.13	3,018	17.41	3,068	17.70	3,126	18.03	3,237	18.67	3,375	19.47	3,463	19.98
10	2,989	17.24	3,034	17.51	3,094	17.85	3,154	18.20	3,298	19.03	3,456	19.94	3,535	20.39
11	2,999	17.30	3,046	17.57	3,097	17.87	3,237	18.67	3,375	19.47	3,535	20.39	3,629	20.94
12	3,008	17.36	3,068	17.70	3,159	18.23	3,305	19.07	3,468	20.01	3,625	20.91	3,714	21.43
13	3,018	17.41	3,075	17.74	3,223	18.59	3,356	19.36	3,507	20.23	3,671	21.18	3,758	21.68
14	3,030	17.48	3,151	18.18	3,279	18.91	3,439	19.84	3,583	20.67	3,742	21.59	3,839	22.15
15	3,075	17.74	3,223	18.59	3,356	19.36	3,507	20.23	3,671	21.18	3,824	22.06	3,921	22.62
16	3,151	18.18	3,279	18.91	3,439	19.84	3,583	20.67	3,742	21.59	3,919	22.61	4,016	23.17
17	3,223	18.59	3,356	19.36	3,507	20.23	3,671	21.18	3,824	22.06	3,989	23.01	4,090	23.60
18	3,279	18.91	3,439	19.84	3,583	20.67	3,742	21.59	3,919	22.61	4,084	23.56	4,183	24.13
19	3,356	19.36	3,507	20.23	3,671	21.18	3,824	22.06	3,989	23.01	4,178	24.11	4,287	24.74
20	3,439	19.84	3,583	20.67	3,742	21.59	3,919	22.61	4,084	23.56	4,277	24.68	4,382	25.28
21	3,507	20.23	3,671	21.18	3,824	22.06	3,989	23.01	4,177	24.10	4,370	25.21	4,484	25.87
22	3,583	20.67	3,742	21.59	3,919	22.61	4,084	23.56	4,277	24.68	4,468	25.77	4,585	26.45
23	3,671	21.18	3,824	22.06	3,989	23.01	4,177	24.10	4,370	25.21	4,560	26.31	4,679	26.99
24	3,742	21.59	3,919	22.61	4,084	23.56	4,277	24.68	4,468	25.77	4,674	26.97	4,788	27.62
25	3,824	22.06	3,989	23.01	4,177	24.10	4,370	25.21	4,560	26.31	4,775	27.55	4,897	28.25
26	3,919	22.61	4,084	23.56	4,277	24.68	4,468	25.77	4,674	26.97	4,896	28.25	5,015	28.94
27	3,989	23.01	4,177	24.10	4,370	25.21	4,560	26.31	4,775	27.55	5,006	28.88	5,130	29.60
28	4,084	23.56	4,277	24.68	4,468	25.77	4,674	26.97	4,896	28.25	5,099	29.42	5,234	30.19
29	4,177	24.10	4,370	25.21	4,560	26.31	4,775	27.55	5,006	28.88	5,234	30.19	5,366	30.96
30	4,277	24.68	4,468	25.77	4,674	26.97	4,896	28.25	5,099	29.42	5,332	30.76	5,474	31.58
31	4,370	25.21	4,560	26.31	4,775	27.55	5,006	28.88	5,234	30.19	5,469	31.55	5,599	32.30
32	4,468	25.77	4,674	26.97	4,896	28.25	5,099	29.42	5,332	30.76	5,599	32.30	5,742	33.13
33	4,568	26.36	4,796	27.67	5,021	28.97	5,262	30.36	5,517	31.83	5,792	33.42	5,931	34.22
34	4,681	27.01	4,911	28.33	5,144	29.68	5,401	31.16	5,658	32.64	5,931	34.22	6,086	35.11
35	4,808	27.74	5,027	29.00	5,267	30.39	5,522	31.86	5,799	33.46	6,079	35.07	6,227	35.93
36	4,911	28.33	5,144	29.68	5,401	31.16	5,658	32.64	5,931	34.22	6,211	35.83	6,370	36.75
37	5,027	29.00	5,267	30.39	5,522	31.86	5,799	33.46	6,079	35.07	6,370	36.75	6,529	37.67
38	6,838	39.45	7,089	40.90	7,337	42.33	7,587	43.77	7,838	45.22	8,085	46.64	8,337	48.10

Salary Schedule Footnotes on following page.

Board Approved:	10/13/2022
Negotiated Rate:	9.94%-7/1/2022

STEP INCREASES: All bargaining unit members progress one step annually on July 1.

All bargaining unit members hired after December 31, 2019 and with hire dates on January 1 to June 30 shall move to the next step annually on July 1 directly after their corresponding hire date anniversary.

All unit members hired on or after July 1, 2020 with hire dates on July 1 to December 31, shall move to the next step annually on July 1 directly before their corresponding hire date anniversary.

HOURLY RATES: Are determined by dividing the annual salary by 2,080.

DAILY RATES: Are determined by dividing the monthly salary by 21.67.

ANNIVERSARY INCREMENT: Beginning with the 10th year of continuous employment, 5% per month will be added to employees' salary. An additional 5% of the base salary will be added every five years thereafter per Article 10.9 of the contract.

Longevity: The District shall provide additional compensation for longevity as follows:

Bargaining unit employees hired before September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule. Bargaining unit employees hired on or after September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule except that longevity Anniversary Increments shall cease after the bargaining unit employees' 25th year.

Anniversary increments are aligned to July 1 such that all unit members receive credit for a year of employment annually on July 1.

All bargaining unit members hired after December 31, 2019 and with hire dates on January 1 to June 30 shall receive credit for one year of employment annually on July 1 directly after their corresponding hire date anniversary.

All unit members hired on or after July 1, 2020 with hire dates on July 1 to December 31, shall receive one year's credit annually on July 1 directly before their corresponding hire date anniversary.

The parties agree that seniority shall not be affected by any of the above changes.

DIFFERENTIAL PAY: Employees whose normal work day requires employment after 6:00 p.m. but before 5:00 a.m. shall receive a 2.0% shift differential for each hour regularly scheduled and actually worked during these hours. Custodians shall be eligible for this shift differential beginning at 5:00 p.m.

LAKESIDE UNION SCHOOL DISTRICT

POSITION DESCRIPTION QUESTIONNAIRE (PDQ)

Education Code section 45101(f) defines reclassification as 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.

Reclassification does not occur simply as a result of an increase in the volume of work performed by the incumbent but rather is defined by increased complexity of assigned tasks.

If your present position meets the definition for reclassification, complete the following questionnaire and forward your request to your immediate supervisor.

Please complete section I and attach a copy of your present job description. If available, please include an organizational chart for your area of assignment.

SECTION I – TO BE COMPLETED BY EMPLOYEE

IDENTIFYING INFORMATION

1. Name: _____
2. Job Title: _____
3. Work Site/Department/School: _____
4. Length of Time in Current Classification: ___ Years ____ Months
5. Normal Working Hours: From _____ A.M./P.M. to _____ A.M./P.M.

   Normal Workdays (Circle as appropriate): MON TUE WED THU FRI SAT SUN
6. Phone Number: _____ Extension #:_____

   Work Email: _____
7. Year in which the classification of this position was last reviewed: _____
8. Name of Immediate Supervisor: _____

   Supervisor's Title: _____

   Phone Number: _____ Extension #: _____

   Work Email:_____

9. How have your duties and responsibilities changed since the position was classified at its present level or since you began in the position?

10. Who previously performed the duties described in your response to Question 9?

11. What special knowledge and skills, if any, are needed to perform the duties of your position?

12. What licenses, certificates, registrations, etc. do you possess which relate to this position?

13. Briefly state the purpose or function of your position.

14. DUTIES AND RESPONSIBILITIES: Briefly describe your duties, not the function of your department or school. Begin with your most important job duty and finish with the least important. State specifically WHAT you do, and HOW you do it. In the right hand column, give your best estimate of the percentage of total working time taken up by each duty described.

Priority	Task	Approximate % of Time
Most Important Task		
Second Most Important Task		
Next Most Important Task		
Next Most Important Task		
Next Most Important Task		
Next Most Important Task		
Next Most Important Task		

15. Describe the decisions you make regularly in the course of your job without consulting with a higher authority.

16. What special reports, if any, do you prepare independently? (Attach samples.) Do not include reports for which your only role is typing and/or proofreading. Explain your role in preparing the report.

17. Describe the nature and extent of analysis, planning, and problem solving involved in carrying out your duties. Indicate, where appropriate, the policies, procedures, rules or other guidelines on which you rely.

18. Describe your involvement in planning and/or determining goals.

19. List any machines, equipment or tools you use in performing your duties

20. Describe your role in the budget process for the office, department, or school (if applicable):

21. Describe the following aspects of your position.

    a. Most complex

    b. Most difficult

    c. Most important

22. Give some examples of potential consequences of error in your position. Explain when, how, and by whom errors would be discovered and corrected. (Question is hypothetical for the purpose of understanding the weight of duties and checks in place to catch potential errors.)

23. With whom do you interact in carrying out your assigned responsibilities? Describe the nature of any contacts listed:

    a. Within department or school

b. Outside department or school

_____
_____
_____

c. Other agencies

_____
_____
_____

d. Describe any hazards which you encounter on the job

_____
_____
_____

24. Describe any part of this position not covered in the preceding sections which should be included to provide a better understanding of your position.

_____
_____
_____

25. How long have your duties been as described above?

_____ Years _____ Months

26. Please attach the following to this questionnaire:

a. A copy of your current job description.

b. A current organizational chart including your position (if available).

c. Examples or samples relevant to the questions above.

Signature: _____ Date: _____

SECTION II – SUPERVISOR'S REVIEW
(TO BE COMPLETED BY IMMEDIATE SUPERVISOR)

1. Supervisor's Name:
2. Supervisor's Title:
3. Name of Employee requesting reclassification:
4. Employee's Current Job Title:
5. Check one: Bargaining Unit Employee Confidential Supervisory
6. Will the proposed change in classification remove the position from the bargaining unit?

   Yes No

   If yes, please explain:

_____
_____
_____

7. Describe the nature and extent of supervision given to the employee.

_____
_____
_____

8. How have the employee's duties changed or expanded since the position was last reviewed?

_____
_____
_____

9. Who previously performed the duties listed in question #8?

_____
_____
_____

10. Have you assigned the new or expanded duties to the employee or has the employee taken on the duties independently?

_____
_____
_____

11. Would approval or denial of this request create any inequity within the department or school?

Yes No

If yes, explain:

_____
_____
_____

12. Identify and define how critical the functions of this position are for reclassification and to the operation of your department or school? Please be specific.

_____
_____
_____

13. What would be the consequence of error in the most critical function(s) of this position?

_____
_____
_____

14. Are there any portions of the Employee portion of the questionnaire that you wish to comment on or clarify? (Please indicate item number.)

_____
_____
_____
_____
_____
_____

15. With regard to covering the cost of the proposed reclassification:

a. Is this your highest budget priority?

_____
_____
_____

b. What budget adjustments would you be willing to make to cover this reclassification?

_____
_____
_____

c. What cost savings would be associated with the proposed reclassification?

_____
_____
_____

16. Please attach the following to this questionnaire:

a. Cover memo from appropriate administrator, indicating his/her position on the request; or comments may be noted on next page (Section III – Administrator's Comments.)

b. Organization Chart for department or school.

Supervisor Signature: _____Date _____

SECTION III – COMMENTS BY ALL MANAGERS IN SUPERVISORY CHAIN, INCLUDING APPLICABLE DIRECTOR, ADMINISTRATOR AND ASSISTANT SUPERINTENDENT, ETC.

COMMENTS:

_____
_____
_____
_____
_____
_____

_____ _____
Director or Site Administrator Signature Date

_____
_____
_____
_____
_____
_____

_____ _____
Assistant Superintendent Signature Date

Appendix C

LAKESIDE UNION SCHOOL DISTRICT
CLASSIFIED PROFESSIONAL GROWTH
Declaration of Intent

Employee Name:_____

Position:_____

Date Hired into Current Position: _____

I am requesting approval to take the following course for professional growth points:

Course Name:_____

Institution/School:_____

Units of Credit/Length of Course (Include Hours):_____

Brief Description of course, and how it relates to your job:_____

_____

Course Grading : _____
(*Pass/Fail, Letter Grade, Cert. of Completion, Verification of Participation*)

Dates and Times I Intend to Take This Course: _____

Number of Points Requested:_____
[**Before submitting, attach any/all materials describing the course/class to this form.*]

Date Received by Human Resources: _____

Supervisor Review: _____ Yes _____ No (*Check One*)

_____
Approved by Director of Human Resources (Signature) (Date)

CSEA_____ LUSD_____

Appeal to Review Committee

Committee meeting date:_____

_____ Approved

_____ Not Approved

Signatures of Committee Members for the Association:

_____

_____

Signatures of Committee Members for the District:

_____

_____

_____ _____
Association President Date

_____ _____
Association Labor Relations Representative Date

_____ _____
For the District Date

CSEA_____ LUSD_____