

Collective Bargaining Agreement
California School Employees Association
Chapter 42
And
Whittier Union High School District



California School
Employees Association



July 1, 2021-June 30, 2024

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PREAMBLE [\(TOC\)](#)

This agreement is made and entered into this January 26, 2022, by and between the Whittier Union High School District, hereinafter referred to as the District, and the California School Employees Association, and Whittier Union High School District Chapter 42, hereinafter referred to as CSEA. The purpose of this agreement is to promote the improvement of 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. This is an agreement commencing July 1, 2021 through and including June 30, 2024.

1. ARTICLE I – RECOGNITION [\(TOC\)](#)

- 1.1. The District hereby acknowledges that CSEA Chapter 42 - an affiliate of California School Employees Association, is the exclusive bargaining representative for all classified employees.
- 1.2. The scope of representation shall be limited to matters relating to wages, hours of employment, and all other terms and conditions of employment. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation.
- 1.3. The District acknowledges that classified employees in CSEA Chapter 42 perform the work in the classifications listed in Appendix A, except that which is not normally done by employees.

2. ARTICLE II – DEFINITIONS [\(TOC\)](#)

- 2.1. "Health and welfare benefits" means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, prescription drug, dental, vision, and group life insurance.
- 2.2. "Leave and transfer policies" means any policy concerning any form of employee leave or transfer, including, but not limited to, sick leave, personal necessity, personal leave, industrial accident or illness leave, holidays, maternity, or transfer of an employee from one site to another.
- 2.3. "Permanent employee" is an employee who is a member of the classified service who has completed **SIX MONTHS OR 130 DAYS OF PAID SERVICE, WHICHEVER IS GREATER** ~~one full year~~ of probationary status as such employee of the District.
- 2.4. "Probationary employee" is a member of the classified service who may become permanent as prescribed in the Education Code.

3. ARTICLE III - ORGANIZATIONAL RIGHTS [\(TOC\)](#)

3.1. CSEA Chapter 42 shall have the following rights:

3.2. The right of access at reasonable times to areas in which employees work.

3.3. The right to use, without charge, institutional bulletin boards, mailboxes, and the use of the intra-school mail system, and other district means of communication for the posting or transmission of information or notices concerning CSEA matters.

3.4. The right to use, without charge, institutional facilities and buildings at reasonable times for Association business.

3.5. The right to review employees' personnel files, evaluation records and records showing job assignments of the individual, hours, pay rate and related information when accompanied by the employee or on presentation of a written authorization signed by the employee.

3.6. The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees.

3.7. The right to receive two (2) copies of any budget and related budget material submitted at any time to the governing board.

3.8. The right, upon request, to review at all reasonable times any other material in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.

3.9. The following positions are designated as CONFIDENTIAL and have been removed from the bargaining unit:

3.9.1. Secretary to the Superintendent

3.9.2. Administrative Assistant Secretary to Assistant Superintendent, Business Services

3.9.3. Administrative Assistant Secretary to Assistant Superintendent, Personnel Services

3.9.4. Administrative Assistant Secretary to Assistant Superintendent, Educational Services

3.9.5. Personnel Assistant

3.9.6. Credential Technician

3.9.7. Benefits Technician

3.9.8. Personnel Clerk

3.9.9. Personnel Specialist, Substitutes and Attendance

3.9.10. Personnel Specialist, Classified Employees

3.9.11. Clerk III-12 months, Superintendent's Office

3.10. The following positions are designated as MANAGEMENT and have been removed from the bargaining unit:

3.10.1. Assistant Superintendent, Business Services

3.10.2. Director of Fiscal Services

3.10.3. Director of Technology Services & Information Systems

3.10.4. Director of Food **& NUTRITION** Services

3.10.5. Director of Personnel

3.10.6. Energy Education Manager

3.10.7. MANAGER OF CONSTRUCTION SERVICES

3.10.8. Maintenance and Operations Manager

3.10.9. Purchasing Supervisor

3.10.10. Rehabilitation Services Administrator

3.10.11. Information Technology Manager

3.10.12. DIRECTOR OF TRANSPORTATION

3.10.13. TRANSPORTATION OPERATIONS MANAGER

3.10.14. VEHICLE MAINTENANCE MANAGER

3.10.15. TRANSPORTATION MANAGER OF SAFETY AND TRAINING

3.10.16. AND ANY NEW DIRECTORS ADDED TO CLASSIFIED STAFF.

3.11. All present employees who are members of CSEA as of October 1, 1978, or who join on or after October 1, 1978, and who are not considered Management or Confidential as described above, must remain a member as long as this contract remains in effect.

3.12. All new and present employees not considered Management or Confidential as defined above must be a member of CSEA and remain a member as long as this contract remains in effect, unless they come under one of the following three subsections:

3.12.1. Employees may withdraw within 30 working days of **THE** effective date of reassignment only if permanently transferred to or promoted to Management or Confidential status.

3.12.2. Any employee in the bargaining unit who would normally be required to join CSEA and who objects to such membership shall be required to pay to CSEA, through payroll deduction, a service fee as a contribution toward the administration of this agreement and representation of such employees. The service fee shall be in the same amount and payable at the same time as CSEA's regular dues, exclusive of initiation fees, or it may be paid in one lump sum by September 30th of each year.

3.12.3. If an employee in the bargaining unit belongs to a recognized religious body whose traditional tenets or teachings include objections to joining or paying service fees to any employee organization, shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following nonreligious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- 3.12.3.1. American Red Cross, Rio Hondo Chapter, unless a preferred chapter is specifically designated by the employee;
- 3.12.3.2. City of Hope, Duarte, California;
- 3.12.3.3. AIDS Project of Los Angeles.

3.12.4. Any employee claiming this religious exemption must file a written request for exemption with CSEA. Requests shall be sent to the CSEA Deputy Chief Counsel, at its state headquarters. If the request is granted, the worker shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected quarterly or annually by September 30 if paid in a lump sum, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

4. ARTICLE IV - SALARY AND BENEFITS [\(TOC\)](#)

- 4.1 Existing step increments will be maintained for regular monthly-classified employees.
- 4.2 Existing step increments will be maintained and implemented for regular hourly-classified employees.
- 4.3 Present insurance policies for Blue Shield, **KAISER**, Delta Dental Service, and Vision Service Plan shall be the minimum level of health benefits provided by the District **WITH CURRENT COST TO EMPLOYEE BASED ON 2021-2022 NEGOTIATED RATES.** ~~without cost to the employee for 1997-98.~~
- 4.4 Retain existing holidays with **16 DAYS** ~~15 1/2 days~~ for each year this contract is in force.
- 4.5 It is agreed that the association shall have the option of negotiating salary, benefits and three re-openers per year and shall submit proposals to the District prior to **APRIL 1, 2022, APRIL 1 2023, APRIL 1, 2024.** ~~April 1, 2013, April 1, 2014 and April 1, 2015.~~ The District will have the same option of three re-openers and must be submitted by **MAY 1, 2022, MAY 1, 2023, AND MAY 1, 2024.** ~~May 1, 2013, May 1, 2014 and May 1, 2015.~~
- 4.6 Salary increases shall be effective July 1.
- 4.7 ~~Longevity benefits are cumulative and will begin the first day of the month following the date the employee achieves each anniversary step.~~
- 4.8 At age 65, retirees who are no longer covered by District medical benefits will be given the opportunity to purchase these benefits in a manner prescribed by the District and in compliance with the law.
- 4.9 \$20,000 Group Life Insurance provided for full-time employees prorated for part-time employees.
- 4.10 An additional vacation day shall be granted to employees who have accumulated 100 days of sick leave. This is in addition to one vacation day for 50 days of accumulated sick leave, and another vacation day for 150 days of accumulated sick leave.
- 4.11 SALARY CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS [\(TOC\)](#)
- 4.11.1 Salary Placement of Reclassified Positions: When a position or class of positions is reclassified upward, the position or positions shall be placed on the salary schedule in a range which will

result in at least a one (1) range increase above the salary of the existing position or positions, but in no event will the reclassification result in an increase of less than two and one-half (2 1/2) percent.

4.11.2 The District will provide CSEA with advance notification and opportunity for input and discussion of, any reorganization, reclassification, and/or abolition of positions involving classified employees.

4.11.3 Seniority for layoff and reemployment purposes shall be determined by date of hire. If two or more employees have the same hire date, hours worked shall then be used to determine seniority.

5. ARTICLE V - EMPLOYMENT POLICIES [\(TOC\)](#)

5.1. CLASSIFIED PERSONNEL FILES (AR 4212.6)

5.1.1. All material, which may affect the employment or assignment of a classified person, is to be written, filed in the Personnel Services Division and is to be accessible to that person or their representative through an administrator in the Personnel Services Division. A written affidavit must be signed by the employee prior to material being made available to a designated representative. Any employee may respond in writing to material of a disciplinary nature in the file. All material is regarded as confidential and is to be treated by all parties.

5.1.2. In order to maintain accurate up-to-date personnel records, employees are to inform the Personnel Services Division of any changes of name, address and/or telephone number. Forms for this purpose may be obtained from the principal's office or the Personnel Services Division.

5.2. CLASSIFIED SERVICE (BP 4200)

5.1.1. In accordance with provisions of Education Code Section 45103, the following rules and regulations are adopted for the management of the classified service:

5.1.1.1. As stipulated in Education Code Section 45103, members of the classified service, Whittier Union High School District, are to be defined as follows:

5.1.2. Every position not defined by the Education Code as a position requiring certification qualifications and not specifically exempted from the classified service by provisions of the Education Code is to be part of the classified service.

5.1.2.1. Substitute and short-term employees, employed and paid for less than 75% of a school year, are not to be a part of the classified service. Part-time playground positions, full-time day students employed part-time, apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, are not to be part of the classified service.

5.1.2.2. The term "short-term employees" as used in this section is to be construed to mean any person who is employed to perform a service for the District, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.

5.1.2.3. "Seventy-five percent of a school year" means 195 working days, including holidays, sick leave; vacation and other paid leaves of absence, **IRRESPECTIVE** and ~~irrespective of **THE**~~ number of hours worked per day.

5.1.2.4. Any person who has been defined_z as a member of the classified service is eligible for all benefits granted to members of the classified service as designated by the Education Code and policies of the Whittier Union High School District. Benefits include: Board-approved holidays, health, dental, vision and life insurance, earned vacation, sick leave, Public Employees' Retirement System, unemployment insurance and Worker's Compensation.

5.1.1.1. ~~Part defined herein, is to be classified as a permanent employee upon the completion of a probationary period of one year.~~

5.1.1.2. ~~A handbook of rules and regulations containing~~ Board Policies and Administrative Regulations and procedures will be published and made available to all employees.

5.1.1.3. The Superintendent is authorized to adopt administrative procedures and regulations necessary to carry out the intent of the Education Code and this Board Policy to provide for fair and impartial treatment of all employees consistent with good personnel practices.

5.3. LONG TERM SUBSTITUTES (AR 4221)

5.3.1. Whenever a classified employee's absence for illness or accident leave exceeds all accumulated sick leave and accrued vacation leave, and also exceeds the five months' personal illness leave, the employee may request personal business leave through the immediate supervisor. When such personal business leave is granted because of continuing illness, health, dental and vision care benefits will continue to be-provided by the District. The Personnel Division may authorize such personal business leave for a period not to exceed three months at which time the individual circumstances will be reviewed.

5.3.2. Whenever a long-term substitute continues in the same assignment for a period of five months, the substitute will be granted the fringe benefits for sick leave, vacation, holidays, medical and dental insurance. The benefits will become effective on the first day of the month following the completion of five months of service in one position and will continue as long as the employee remains in that position.

- 5.3.3. Whenever a long-term substitute continues in the same assignment for a period of six months, the substitute will be enrolled as a member of the Public Employees Retirement System. Such enrollment will become effective on the first day of employment following the completion of six months service and will continue as long as the employee remains in uninterrupted pay status.

5.4. PROBATION AND PERMANENCY (AR4212.1)

- 5.4.1. Appointments of classified employees are to a probationary period of six (6) months or 130 days of paid service, whichever is longer in accordance with Education Code Section 45113.
- 5.4.2. Probationary employees serve at the will of the Governing Board and may be terminated without any statement of reasons or any appeal.
- 5.4.3. An employee who completes the required probationary period in a satisfactory manner is to be classified as a permanent employee and is then subject to dismissal only for cause in accordance with Education Code Section 45113 and Board Policy 4218, Suspension Demotion and Dismissal - Classified.
- 5.4.4. When an employee is promoted to a position of higher classification, the employee's appointment is considered probationary until six (6) months or 130 days of paid service, whichever is longer. If during this probationary period it becomes necessary to demote the employee as a result of unsatisfactory performance in the higher classification, the employee shall be reinstated to permanent status in his/her former classification unless dismissed for cause as provided in Board Policy 4218, Suspension. Demotion and Dismissal –Classified
- 5.4.5. New Employees who are eligible for district health and welfare benefits hired after ratification of the 2019-2020 TA, will be given the option to enroll in the following plans during their first two (2) years of employment with the district:
- 5.4.5.1. Blue Shield Access TRIO
 - 5.4.5.2. Blue Shield Access HMO
 - 5.4.5.3. Blue Shield PPO
 - 5.4.5.4. Delta Dental
 - 5.4.5.5. Vision Services Plan
 - 5.4.5.6. Mental Health Network (with PPO ONLY)

5.5. EMPLOYEE'S VEHICLE

5.5.1. When an employee's vehicle is soiled during the course of transporting students as a requirement for their job responsibilities:

5.5.1.1. The employee must report the incident to the site administrator/supervisor and complete the unusual occurrence form at the earliest possible time.

5.5.1.2. The site administration/supervisor will confirm the report and submit the unusual occurrence form to the Business Services Department.

5.5.1.3. Authorization to remedy the reported soiling of the vehicle will be provided at the earliest opportunity and will be at the District's expense.

6. ARTICLE VI - EVALUATIONS AND DISCIPLINE [\(TOC\)](#)

6.1. DISCIPLINARY HEARING (AR 4218)

6.1.1. Board Policy 4218, pursuant to Education Code Section 45113, sets forth prescribed rules and regulations to be followed in disciplinary action against a permanent employee of the classified service. The policy also sets forth the employee's rights to be informed in writing of said disciplinary proceedings based upon stated specific charges. Included with the charges is a statement informing the employee that he/she has the right to a hearing on such charges provided that specified timelines and procedures are met.

6.1.2. Board Policy 4218 provides, "If a hearing is demanded, a hearing officer shall be recommended by the District and mutually agreed upon by CSEA and shall then conduct the hearing as soon as practicable and, in any event, arranged within 30 calendar days. Recommendations of the hearing officer are to be presented to the Board of Trustees. The Board of Trustees' determination of the sufficiency of the cause for disciplinary action is to be conclusive, in accordance with Education code Section 45113. If District and CSEA cannot mutually agree upon an arbitrator, then a committee composed of two board members, the Superintendent or his designee, an employee of the district selected by the employee requesting the hearing, and one employee selected by (CSEA), will then conduct the hearing as soon as practicable and, in any event, within 30 calendar days."

6.1.3. In order to meet the requirements of Board Policy 4218 and Education Code 45113, the following procedures are to be followed in conducting the disciplinary hearing.

6.1.3.1. Official Hearing Notice :

6.1.3.1.1. Written official notice is to be provided to the employee at least ten calendar days prior to the date of the hearing. The written notice is to include the date, time and location of the hearing.

6.1.3.2. Continuance :

6.1.3.2.1. When good cause exists, the chairperson of the hearing panel may grant to the employee one continuance. At the date the continuance, if any is granted, the chairperson, in consultation with the other party, will set the rescheduled date, time and place for the hearing to commence.

6.1.3.2.2. Further, when good cause exists, and if a written request is received by the Personnel Division from the employee five or more working days prior to the hearing date, the Assistant Superintendent, Personnel Services or his designee, in consultation with the other party, may establish a continuance date, time and place.

6.1.3.3. Representation

6.1.3.3.1. The employee may represent himself or may elect to be represented by an attorney or by other representative. The District will not assume any financial cost for such representation. In any instance when the employee requests representation, he/she must officially notify the District and authorize the District to release information to the representative.

6.1.3.4. Evidence; Examination of Witnesses

6.1.3.4.1. Oral evidence shall be taken only on oath or affirmation. The oath or affirmation is to be administered by the panel chairperson and may be simultaneously administered to all persons present who may be called upon to give oral evidence.

6.1.3.4.2. Each party shall have these rights: to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to issues even though that matter was not covered in the direct examination; to impeach (challenge the credibility or validity) any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If respondent does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. However, the witness may decline to testify to information, which is privileged.

6.1.3.4.3. The hearing will not be conducted according to technical rules relating to evidence and witnesses. Either party, or the representative of either party, when asking questions or cross-examining witnesses, may ask questions in a manner which by their nature are clearly intended to bring factual information to the hearing panel to assist in deliberations. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Heresy evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be

admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.

6.1.3.4.4. The hearing shall be conducted in the English language, except that a party who does not proficiently speak or understand the English language and who request language assistance may be provided an interpreter approved by the District and the interpreter may be a District employee. Requests, if any, for an interpreter shall be made in writing to the Personnel Division at least five days prior to the hearing. The hearing panel will decide whether the party needs the assistance of an interpreter. Should an interpreter be needed the cost shall be paid by the District. The payment of the costs of providing an interpreter shall be governed by the rules and regulations of the Whittier Union High School District.

6.1.3.4.5. The hearing proceedings, whenever conditions permit, are to be tape recorded in order to provide a record. The employee, upon written request, will be provided a copy of all tapes at the employee's expense. The employee's request must be received within 90 calendar days from the close of the hearing.

6.1.3.5. Right to Review Materials

6.1.3.5.1. The employee may review, prior to the hearing, copies of all documents, which may be presented at the hearing by the District or relied upon by the District in its charges. The employee may also review the list of witnesses, which may be called upon at the hearing.

6.1.3.6. Panel Procedure

6.1.3.6.1. Panel members will meet in closed session to elect a chairperson. The panel, prior to commencing the hearing, may review pertinent District policies and procedures with the Assistant Superintendent, Personnel Services or designee. During the hearing, the panel chairperson shall be the primary spokesperson for the panel. Any panel member may ask questions of witnesses or any parties at any time and may carry on discussions within the panel.

6.1.3.6.2. The panel shall deliberate in closed session. The decision shall be by a majority vote. A written report will be prepared and approved by a majority vote to be the recommendation to the Board of Trustees, whose decision shall be final and conclusive. At least 24 hours prior to the formal action by the Board of Trustees, the employee is to be provided a copy of the panel's written decision.

6.1.3.6.3. Board Policy numbers and Administrative Regulation numbers are assumed to include the total policy without enumeration of pages, unless an exemption is specifically agreed upon between the District and CSEA.

6.2. EVALUATIONS

6.2.1. Each permanent employee in the bargaining unit will be formally evaluated by his/her immediate supervisor annually between April 1 and June 30, the evaluation form to be mutually agreeable to the District and CSEA.

6.2.2. In the event these deadline dates are not met, the supervisor and employee will sign a statement certifying that no annual evaluation has been made for the year. These deadline dates are intended to apply only to the annual evaluation. Commendations, reprimands or other comments may be discussed with an employee, written and placed in the personnel file at any appropriate time provided that the employee is given proper notice and the right to rebut.

6.2.3. Probationary employees will be evaluated at the end of the second month and fourth month.

6.2.4. Comments will include areas of "meeting work performance standards" or "below work performance standards." The supervisor shall comment on positive attributes displayed by the employee. Negative marks shall include specific recommendations for improvement.

6.2.5. The formal evaluation of the employee will not be placed in the personnel file without discussion of said evaluation between the supervisor and the employee. The employee will have the right to review and respond to any derogatory comments on the evaluation form.

6.2.6. The employee will receive a copy of the evaluation, with a second copy being placed in the personnel file, and the third copy being retained by the supervisor. The employee's signature on the form indicates that he/she has seen and discussed the report, and does. Not necessarily imply agreement. The employee may attach a statement if he/she desires.

6.2.7. All evaluations of probationary employees will be held as scheduled.

6.3. PERFORMANCE EVALUATION (BP 4215)

6.3.1. An evaluation conference will be held to assess performances of new employees and employees promoted to a higher classification at the end of the **SECOND MONTH**, ~~sixth-month~~ and ~~tenth~~ **FOURTH** month. Permanent employees are to be formally evaluated prior to June 30. In the event this deadline is not met, the supervisor and employee will sign a statement certifying that no annual evaluation has been made for the year. This statement is to be placed in the employee's personnel file. Reports will be made to the Personnel Services Division on forms provided by the Division. Before being forwarded to the Personnel Services Division, the form should contain the signature of the supervisor and the employee. Employees may rebut or otherwise comment, if desired. A copy of the evaluation will be provided to the employee. The employee's signature is to indicate that the conference has been held and that the written evaluation has been completed by the supervisor. Such signature does not necessarily indicate agreement with the entire evaluation.

6.3.2. The combined judgment and review of both the immediate supervisor and the appropriate administrator or classified director immediately associated with the employee being rated are to be reflected in the written evaluation.

6.3.3. An individual may request a conference with the appropriate school administrator, District supervisor, school principal, division head or Personnel Services Division to discuss any aspect of his/her evaluation. Individuals may also request a conference to discuss special evaluations.

6.3.4. ALL EVALUATIONS and/or DISCIPLINE CONFERENCE SUMMARY will include the following language:

6.3.4.1. "You have five (5) working days from receipt of this document to make any signed written comments you wish, which will be attached to the document and placed in your primary personnel file. Reference: Education Code Section 44031. An individual may request **A** conference with the appropriate supervisor, school principal, division head or Personnel Services Division to discuss any aspect of his/her evaluation."

6.4. SUSPENSION, DEMOTION AND DISMISSAL (BP4218)

6.4.1. Involuntary Suspension without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees.

6.4.2. Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause of disciplinary action shall be conclusive. Employees with permanent status shall be progressively disciplined, which includes specific recommendations for improvement. Progressive discipline shall include verbal warning, written warning, written reprimand and special evaluations unless the offense is so serious that it warrants immediate action.

6.4.3. Causes

6.4.3.1. In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy regulation of this District, each of the following constitutes cause for personnel action against a permanent classified employee:

6.4.3.1.1. Falsifying any information supplied to the District, including, but not limited to. Information supplied on application forms, employment records, or any other school district records.

6.4.3.1.2. Incompetency

6.4.3.1.3. Inefficiency

6.4.3.1.4. Neglect of duty.

6.4.3.1.5. Insubordination.

6.4.3.1.6. Dishonesty.

6.4.3.1.7. Use, possession, sale or being under the influence of alcohol or illegal controlled substances during assigned working hours or while on District property, or reporting to work under the influence of alcohol or illegal controlled substances.

6.4.3.1.8. Addiction to the use of an illegal substance as defined in Ed. Code 44011.

6.4.3.1.9. Conviction of a felony, conviction of any sex offense made relevant by provisions of law. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

6.4.3.1.10. Absence without leave

6.4.3.1.11. Immoral conduct

6.4.3.1.12. Discourteous treatment of the public, students, or other employees.

- 6.4.3.1.13. Improper political activity such as advertising, campaigning or soliciting funds for or against candidates, parties or propositions on or in District facilities as defined in Ed. Code 7054.
- 6.4.3.1.14. Willful disobedience.
- 6.4.3.1.15. Misuse, theft, destruction or mishandling of District property.
- 6.4.3.1.16. Violation of District, Board or departmental rule, policy or procedure.
- 6.4.3.1.17. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- 6.4.3.1.18. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with his/her employment.
- 6.4.3.1.19. Physical or mental disability which disability reasonably precludes the employee from the proper performance of his/her duties and responsibilities and which the District cannot reasonably accommodate as determined by medical authority in accordance with Administrative Regulation 4212.41.
- 6.4.3.1.20. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, sexual preference, or age against the public or other employees while acting in the capacity of a District employee.
- 6.4.3.1.21. Physical altercations on the job.
- 6.4.3.1.22. Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.
- 6.4.3.1.23. Repeated and unexcused absences or tardiness.
- 6.4.3.1.24. Persistent violation of or refusal to obey safety rules and regulations made applicable to public schools by the Governing Board or the laws and regulations of the State.

- 6.4.3.1.25. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee, student, or to any member of the public.
- 6.4.3.2. Except as defined in "s" above, no personnel action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee would have disclosed the facts to the District
- 6.4.4. The special evaluation procedure for action involving unsatisfactory performance of duties for classified employees in permanent status will be as follows:
- 6.4.4.1. A conference will be held and a written evaluation will be submitted concerning the unsatisfactory performance of duties. In the interview, the supervisor or administrator will point out the areas where the employee is unsatisfactory and recommend appropriate assistance and point out ways and means of improvement. The conference and special written evaluation will initiate a special 30 working day improvement period.
- 6.4.4.2. During the 30 working day improvement period, the immediate supervisor and others, where appropriate, will give special assistance to the employee involved so that the employee may have opportunity to regain satisfactory status. At the conclusion of the 30 day work day improvement period a meeting will be scheduled with the employee and supervisor to review the 30 day evaluation.
- 6.4.4.3. A second special evaluation will be submitted at the end of the improvement period. If unsatisfactory performance warrants a third 30-day special evaluation within a twelve-month period, commencing with the first 30-day special evaluation period, appropriate action, up to and including dismissal is to be commenced and the employee notified. Suspension, demotion and dismissal may be commenced against an employee after the first or second 30-day special evaluation period if deemed necessary and appropriate. An unpaid suspension for up to three (3) days may be commenced as a part of the 30-Day Evaluation process with notification by a charge letter and rights to a Skelly Hearing.

- 6.4.4.4. The above 30-day procedure will be followed in all cases except in those where a variation is considered to be in the best interest of the District because of special situations; or, where action is mandatory under provisions of the Education Code.
 - 6.4.4.5. The procedures outlined herein will be followed prior to formal notification of dismissal, demotion, reassignment or suspension, except in situations set forth in provision 6.4.8.5 above.
 - 6.4.4.6. Disciplinary action, as defined herein, will be taken only after consultation with the Personnel Services Division. If the employee desires, an appointment may be made with the Director, Personnel Services, to review the recommended disciplinary action.
- 6.4.5. Formal notification of disciplinary proceedings for classified employees in permanent status is to be as follows:
- 6.4.5.1. The employee is to be informed, in writing, of disciplinary proceedings involving dismissal, reclassification, reassignment or suspension, stating the specific charges. Included with the charges is to be a statement that the employee has the right to a hearing on such charges provided that within one calendar week after receipt of the notification, a signed request is received. Suspension, as defined herein, may be either with pay or without pay, depending on the individual circumstance.
 - 6.4.5.2. The employee is to be furnished with a form the signing and filing of which within the five-day period will constitute a demand for hearing and a denial of all charges. Failure to file this form with the Personnel Services Division by the specified date will constitute a waiver of all rights to a hearing.
 - 6.4.5.3. If a hearing is demanded, a hearing officer shall be recommended by the District and mutually agreed upon by CSEA and shall then conduct the hearing as soon as practicable and, in any event, arranged within 30 calendar days. Recommendations of the hearing officer are to be presented to the Board of Trustees. The Board of Trustees' determination of the sufficiency of the cause for disciplinary action is to be conclusive, in accordance with Education code Section 45113. If District and CSEA cannot mutually agree upon an arbitrator, then a committee composed of two board members, the Superintendent or his designee, an employee of the district selected by the employee requesting the hearing, and one employee

selected by (CSEA), will then conduct the hearing as soon as practicable and, in any event, within 30 calendar days.

6.4.5.4. These procedures do not apply to any employee in probationary status.

7. ARTICLE VII - LEAVES OF ABSENCES [\(TOC\)](#)

7.1. BEREAVEMENT LEAVE (AR 4261.22)

- 7.1.1. All regular employees who are a part of the classified service shall be allowed a leave of absence with pay not to exceed five (5) days in each case when such absence is occasioned by reason of death in the immediate family of said employee. Immediate family shall be deemed to include mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee. (Education Code Sections 45194 and 45136)
- 7.1.2. Such leave does not have to be taken consecutively but shall be taken within a two-week period of the date of death.
- 7.1.3. It is highly recommended that the employee contact the Personnel Office to discuss the impact of taking this leave before making a final decision.

7.2. EARLY RETIREMENT (AR 4217.13)

- 7.2.1. Any classified employee who has worked for the District for ten years and has reached the age of 50, and chooses to retire under PERS benefits, may do so providing the employee agrees to pay for his/her health (Blue Shield or Kaiser Permanente), dental and vision programs from the age of 50 to 55. At the age of 55, the District will pay such health, dental and vision benefits afforded full-time classified employees until June 30 of the fiscal year during which the employee becomes age 65, or until reinstatement to membership in the Public Employees' Retirement System, whichever comes first. Upon reaching age 65, the retiree may opt to continue medical and dental insurance plans by paying premiums according to procedures established by the Business Services Division, at no expense to the District. Upon Turning 65, the retiree is required to enroll in Medicare part A and B even though district benefits will continue as stated above. For employees retiring after July 31, 2019, upon reaching 65, the retiree's spouse or domestic partner are required to enroll in Medicare Part A and B even though the District will continue as stated above.
- 7.2.2. For hourly employees who are a part of the classified service, and who have been covered under the District's insurance plans, the District will pay for each employee that prorated portion of the

cost of insurance in the same ratio as the regular work hours per day, days per week, weeks per month or months per year of such hourly employees bear to eight hours per day, 40 hours per week, weeks per month or months during the school year.

- 7.2.3. If an employee chooses to retire at the age of 50, all health and dental benefit payment checks will be paid directly to the Business Services Division in accordance with established procedure. Failure to meet payment deadlines will result in the employee being dropped from the program. Special Note: Kaiser Permanente is available only when the employee agrees to pay any expense in excess of the basic Blue Shield premium paid by the District.

7.3. FAMILY CARE AND MEDICAL LEAVE (AR 4261.8)

- 7.3.1. Any employee who has been employed for at least one (1) school year and who has provided at least 1,250 hours of service in the 12-month period prior to the leave request, shall be entitled to Family Care and Medical Leave as provided by Government Code Section 12945.2.
- 7.3.2. An employee who meets all the requirements of eligibility shall be entitled to up to twelve (12) weeks of unpaid leave during a twelve- (12) month period. A twelve-month period commences with the first day of leave.
- 7.3.3. Family Care and Medical Leave may be used for the following reasons:
- 7.3.3.1. The employee's newborn child or a foster child placed with the employee for adoption or foster care;
 - 7.1.1.1. The employee's spouse, child, or parent (including parent-in-law) with a serious health condition; or
 - 7.1.1.2. The employee's own serious health condition.
- 7.1.2. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider.
- 7.1.3. Requests for leave due to the employee's own serious health condition or to care for a family member with a serious health condition must be supported by a medical certification from the health care provider of the ill person. The certification must include the date the health condition began, appropriate medical facts regarding the condition, the probable duration of the condition,

and either a statement that (1) the employee is needed to care for the individual and the amount of time that care is needed, or (2) the employee is unable to perform his or her job functions.

7.1.4. The District may require that a second opinion be obtained at the District's expense.

7.1.5. If the employee requests additional leave, the District may require that the employee obtain subsequent recertification.

7.1.6. Any family care and medical leave taken for a disability caused by pregnancy, childbirth or related medical condition shall be, in addition to pregnancy disability leave, provided for in Administrative Regulation 4261.01 Maternity Leave of Absence

7.1.7. Eligibility for leave because of the birth or placement of a child expires one year after the birth or placement.

7.1.1. The District shall continue all group health coverage plans for an employee on such leave at the same level of benefits and under the same conditions that existed while the employee was working. If the employee fails to return from the leave, the District may recover the premiums that it paid for the health coverage for the employee unless the employee's failure to return is due to the continuation, recurrence, or onset of a serious health condition that entitles the employee to family or medical leave, or due to circumstances beyond the employee's control.

7.1.2. The District may require an employee periodically to report his or her status and intention to return to work. If an employee gives an unequivocal notice of intent not to return to work, the District's obligation to provide health benefits and to reinstate the employee ceases.

7.1.3. The employee shall continue to be entitled to participate in pension and retirement plans and supplemental unemployment benefit plans to the same extent under the same conditions as apply to an unpaid leave taken for any other reason. During the unpaid leave, employees shall not accrue sick leave or any other right to leave, but the leave shall not be considered a break in service for seniority purposes.

7.1.4. If the employee's need for this leave is foreseeable, the employee shall give the District thirty (30) days advance notice. For unforeseeable circumstances, reasonable and practicable notice shall be given.

7.1.5. After such leave, the District shall reinstate the employee to an equivalent position held before the leave.

7.1.6. The above provisions are intended to and shall comply with both the regulations of the Family and Medical Leave Act (FMLA) and applicable California law.

7.2. HOLIDAYS (AR 6111.2)

7.2.1. The following days will be holidays with pay for all employees who are a part of the classified service, providing the employee is in a paid status during any portion of the working day immediately preceding or succeeding the holiday. (Education Code Section 45203)

7.2.1.1. Fourth of July

7.2.1.2. Labor Day, first Monday in September

7.2.1.3. Veteran's Day, November 11 (non-movable)

7.2.1.4. Admission Day (floating holiday)

7.2.1.5. Thanksgiving Day and the Friday following

7.2.1.6. Christmas Holiday

7.2.1.7. Board Holiday, (floating holiday)

7.2.1.8. New Year's Holiday

7.2.1.9. One day at Christmas and one day at New Year's in addition to those regular holidays

7.2.1.10. Martin Luther King, Jr. Day (third Monday in January)

7.2.1.11. Lincoln Day (Monday or Friday of the week that February 12 occurs)

7.2.1.12. Washington Day, (third Monday in February)

7.2.1.13. Good Friday

7.2.1.13.1. Commencing with the 2017-2018 school year, the current half day Good Friday Holiday shall be a full-day Holiday for all CSEA Members.

7.2.1.13.2. In the event Good Friday becomes an instructional day, the District and CSEA will meet to negotiate the date for the holiday.

7.2.1.14. Memorial Day, (last Monday in May)

7.2.1.15. Such additional days as the Board of Trustees may designate.

7.2.1.16. Five (5) additional Floating Holidays per year for Eleven (11) and Twelve (12) Month monthly employees.

7.2.2. When a holiday falls on a Saturday, the preceding Friday will be a holiday. In those cases when a holiday falls on a Sunday, Monday will be a holiday for all employees who regularly work on

Monday. If an employee is required to work on a holiday because of his/her work schedule, another day is to be granted as a holiday.

7.3. INDUSTRIAL ACCIDENT OR ILLNESS LEAVE (AR 4261.11)

7.3.1. Employees who are a part of the classified service are eligible for an industrial accident or illness leave of absence with continuation of salary as provided by Section 45192 of the Education Code.

7.3.2. The industrial accident or illness leave shall be for a maximum of 60 working days, if needed, for the same industrial accident or illness, and will commence on the first day of absence. An employee suffering an industrial accident or illness, which extends into another fiscal year shall be entitled only to the unused balance of the 60 days' leave for that illness or injury.

7.3.3. When the 60 working days' leave has been exhausted, entitlement to other unused accumulated sick leave and then vacation time is to be used. If the employee is receiving compensation insurance, only the differential between the amount of insurance received and regular wage or salary shall be charged to sick leave or vacation. (Education Code Section 44043)

7.3.4. Retirement and other normal contributions will be withheld and credited to the employee during these periods.

7.3.5. When all entitlements have been exhausted, and the employee is not medically able to resume his/her duties, or if he/she is not placed in another position, the employee shall be placed on a re-employment list for 39 months. When medically released and available, the employee shall be employed in a vacancy in the classification of his/her previous assignment over all other candidates. If a re-employment list is established because of lack of work or lack of funds, the employee shall be listed in accordance with his/her seniority. An employee who fails to accept an appropriate assignment shall be dismissed.

7.3.6. An employee receiving benefits under this provision shall comply with residence and other requirements specified in Section 45192 of the Education Code.

7.3.7. It is highly recommended that the employee contact the Personnel Office to discuss the impact of taking this leave before making a final decision.

7.4. LEAVES OF ABSENCE WITHOUT PAY (AR 4261.12)

7.4.1. Request for a leave of absence for one year for purposes other than military service, maternity or health will be considered on an individual basis by the Board of Trustees. The Board will not grant

a leave of absence for an employee to accept a position elsewhere. Section 45190 of the Education Code delineates Board authority to grant leaves of absence for health reasons. Such requests are to be accompanied by a physician's recommendation. Maternity leaves are provided for in Administrative Regulation 4261.01, Maternity Leave of Absence - Classified. Family leave is delineated in Administrative Regulation 4261.8.

7.4.2. It is the policy of the Board to grant, upon request of the employee, a leave of absence for disability for a maximum of 39 months, provided that the employee is approved for disability retirement through the Public Employees' Retirement System or until the employee reaches age 65. During the period of approved 39 months' disability leave, health, vision and dental benefits will continue to be provided by the District. If the employee reaches age 55 during the 39 months of disability leave and has been employed by the District for 10 years, the District will provide health, vision and dental benefits until age 65.

7.4.3. It is highly recommended that the employee contact the Personnel Office and discuss the impact of taking this leave before making a final decision.

7.4.4. RETURN FROM LEAVE OF ABSENCE

7.4.4.1. Individuals granted a one-year leave of absence must provide 90-calendar days' advance notice to the District of the desire to return. Failure to give such notification will constitute a resignation at the close of the year's leave.

7.4.4.2. Individuals granted disability leave are to provide the District with 90 calendar days' advance notice of the intention to return so that an orderly transition of the personnel needs of the District can be maintained.

7.4.5. PHYSICAL EXAMINATIONS

7.4.5.1. An employee who is granted a leave of absence will be entitled to return to the employment of the School District only after satisfactorily passing a physical examination by a private licensed physician. The examination is to be made in the two-week period immediately prior to return to duty. The cost of the physical examination is to be borne by the employee.

7.5. MATERNITY LEAVE OF ABSENCE (AR 4261.01)

7.5.1. It is the policy of the Board of Trustees to grant a leave of absence to classified female employees for maternity in accordance with Education Code Section 45193.

7.5.2. Use of sick leave for maternity is authorized on the following basis:

- 7.1.1.1. Dates of such absence, beginning and ending shall be determined by the employee and the attending physician. These dates are not to exceed the days of confinement necessary for the employee's recuperation from the disabilities caused by pregnancy, miscarriage, childbirth and recovery there from, or the amount of time necessary before the employee is physically able to return to work.
- 7.1.1.2. One day of accumulated sick leave will be deducted for each day of absence certified by the physician.
- 7.1.1.3. When accumulated sick leave has expired, differential pay of 50 percent will be provided when the employee is entitled to personal illness leave (verifying such confinement with the attending physician's statement).
- 7.1.1.4. During the dates of absence certified by the physician for confinement and recuperation, health and dental benefits will be provided at District expense for the employee.
- 7.1.1.5. Upon the request of the employee, Family Leave or additional leave will be authorized as personal business without pay provided that the request does not exceed one year. While on Family Leave, medical benefits will be provided by the District for up to 12 weeks. (See Administrative Regulation 4261.8). While on personal business, the employee will be permitted to continue health and dental benefits at the employee's expense in the manner prescribed by the Business Services Division.
- 7.1.1.6. As specified in Administrative Regulation 4261.011, Maternity Leave of Absence-Classified, one month's written notice is to be given to the Personnel Services Division prior to return when an employee has requested additional leave as personal business without pay.
- 7.1.1.7. It is highly recommended that the employee contact the Personnel Office to discuss the impact of taking this leave before making a final decision.

7.2. MILITARY LEAVE OF ABSENCE (AR 4261.5)

- 7.2.1. Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and examination to determine fitness for duty, and performance of funeral

honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316) (cf. 4161/4261/4361 - Leaves)

7.2.2. An employee who needs to be absent from the district to fulfill his/her military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

7.2.3. Salary/Compensation

7.2.3.1. An employee shall receive his/her salary or compensation for the first 30 calendar days of any one absence for military leave or during one fiscal year, under any of the following conditions:

7.1.1.1.1. Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)

7.1.1.1.2. He/she has been employed by the district for at least one year immediately prior to the day the military leave begins.

7.1.1.1.3. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.

7.1.1.1.4. Active Military Duty: The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that he/she has been employed by the district for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)

7.1.1.1.1. War or Other Emergency: The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05).

7.1.1.1.2. In determining the length of district employment when necessary to determine eligibility for compensation for military leave, all recognized military service performed during and prior to district employment shall be included.

7.1.1.1.3. For classified employees, 30 calendar days' compensation shall be one month's salary. For certificated employees, 30 calendar days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

7.1.1.1.4. Certificated employees shall not be entitled to compensation during non-teaching, non-paying months of the year.

7.1.1.1.5. During the period of military leave, an employee may, upon his/her own request, use any vacation or similar paid leave accrued before the commencement of the military leave. The district shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

7.1.2. Benefits

7.1.2.1. An employee may elect to continue his/her health plan coverage during the military leave. The maximum period of coverage for the employee and his/her dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

7.1.2.2. An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. (38 USC 4316)

7.1.2.3. An employee absent for 30 calendar days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan. (38 USC 4317; 20 CFR 1002.166)

7.1.3. Vacation and Sick Leave Accrual

7.1.3.1. An employee on temporary military leave under the conditions described in item #1 Active Military Training or Exercises, in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which he/she would otherwise be entitled if not absent. (Military and Veterans Code 395)(cf. 4161.1/4361.1 - Personal Illness/Injury Leave) (cf. 4261.1 - Personal Illness/Injury Leave)

7.1.3.2. An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

7.1.3.3. However, an employee who is a National Guard member on active duty as described in item #3 War or Other Emergency, in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of his/her leave of absence. (Military and Veterans Code 395.05)

7.1.4. Pension Plan Service Credit

7.1.4.1. Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System or Public Employees' Retirement System. (Education Code 22850-22856; Government Code 20990-21013)

7.1.5. Employment Status

7.1.5.1. Absence for military leave shall not affect the classification of any certificated employee. In the case of a certificated probationary employee, the period of such absence shall not count as part of the service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800) (cf. 4116 - Probationary/Permanent Status)

7.1.6. Reinstatement Rights

7.1.6.1. At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which he/she would otherwise have been entitled, except under the conditions noted below. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181) (cf. 4030 - Nondiscrimination in Employment) (cf. 4031 - Complaints Concerning Discrimination in Employment)

7.1.6.2. Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to his/her position within six months of an honorable discharge or placement on inactive duty. Reinstatement rights shall

not be extended to any such employee who fails to return within 12 months after the first date upon which he/she could terminate or could cause to be terminated his/her active service. (Education Code 44800; Military and Veterans Code 395.1)

7.1.6.3. When an employee has been on military leave for reasons other than war or national emergency, the time frame for reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

7.1.6.3.1. For a leave of 30 calendar days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of military service, provided the employee has a period of eight hours to rest following transportation to his/her residence.

7.1.6.3.2. For a leave of 31-180 calendar days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.

7.1.6.3.3. For a leave of more than 180 calendar days, the employee shall submit a written or verbal application for reinstatement within 90 calendar days after the completion of military service.

7.1.6.4. In cases where reporting within the periods specified in items 7.10.8.3.1 and 7.10.8.3.2 above is impossible or unreasonable through no fault of the employee, he/she shall report as soon as possible after the expiration of the period. (38 USC 4312; 20 CFR 1002.115, 1002.117)

7.1.6.5. An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116) (cf. 4032 - Reasonable Accommodation)

7.1.6.6. Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of his/her case, but

within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

7.1.6.7. If the employee's previous position has been abolished, he/she shall be reinstated in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which he/she is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

7.1.6.8. An employee failing to apply for reinstatement within the appropriate period does not automatically forfeit his/her rights, but shall be subject to the Board's rules governing unexcused absences. (38 USC 4312)

7.1.6.9. The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

7.1.6.9.1. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)

7.1.6.9.2. The accommodation, training, or effort described in 38 USC 4313(a) (3), (a) (4), or (b) (2) (B) would impose an undue hardship on the district as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)

7.1.6.9.3. The employee's position was for a brief, nonrecurring period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)

7.1.6.9.4. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)

7.1.6.9.5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

7.1.7. Notices

7.1.7.1. The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the district under the Uniformed

Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

7.1.7.2. This requirement may be met by posting the notice where the district customarily places notices for employees. (38 USC 4334) (cf. 4112.9/4212.9/4312.9 - Employee Notifications)

7.2. PERSONAL NECESSITY LEAVES OF ABSENCE (AR 4261.2)

7.2.1. In accordance with Education Code Section 44981, an employee may use accumulated sick leave for a maximum of seven days in any school year in cases of personal necessity, including any of the following:

7.2.1.1. Death, or serious illness, of a member of the immediate family

7.2.1.2. Accident, involving his/her person or property, or the person or property of a member of the immediate family

7.2.1.3. Appearance in court as a litigant; or as a witness under an official order

7.2.1.4. Other specific circumstances listed herein:

7.2.1.4.1. Accompany family member for medical appointment/treatment (if cannot be arranged for after working hours)

7.2.1.4.2. Attendance at funeral/memorial services not covered by bereavement leave

7.2.1.4.3. Emergency childcare and/or arrangements for such

7.2.1.4.4. Personal legal matters (if cannot be arranged for after working hours)

7.2.1.4.5. Parent-school conference or enrollment; school graduation ceremonies of employee's children, spouse or members of the employee's household

7.2.1.4.6. Arrangements for emergency repair of home appliances, plumbing and public utility, or automobile (if cannot be arranged for after work)

7.2.1.4.7. Attending religious ceremonies such as Baptisms, Bar Mitzvahs, weddings and Confirmations for the employee's children or members of the employee's household (if cannot be arranged for after working hours)

7.2.1.5. Major religious holidays not observed by the District.

7.2.2. Proof of personal necessity for purposes of the above section shall be a written declaration of the employee that his/her absence from duty was due to personal necessity within the meaning of this policy. Such certification will be made on a form provided by the Personnel Division. The

employee will check the specifications for absence and forward the signed form to the Personnel Division via the immediate supervisor.

7.2.3. SPECIAL CIRCUMSTANCES

7.2.3.1. A special circumstance is an emergency or significant event, for which paid leave of absence is not authorized, which under the circumstances, the employee cannot reasonably be expected to disregard and which requires the immediate attention of the employee during assigned hours of service. Special circumstances will generally be seen, by reasonable people, as being an emergency or a significant problem for the employee.

7.2.3.2. In order for permission for leave to be granted under section five, advanced permission, via supervisor, must be secured from the principal or division head. In instances of extreme emergencies, when the principal and/or division head is not available to the employee, subsequent approval may be granted provided that the written statement giving reason meets the approval of the principal and/or division head. Appeals may be directed to the Assistant Superintendent, Personnel, whose decision will be final. Employees, of course, have the right to seek remedy through procedures outlined in OLD Administrative Regulation 4182, "Processing of Employee Problems, Classified."

7.2.3.3. The following examples are not reasons for the use of Personal Necessity Leave. Personal Business Leave or Vacation could be requested for these occasions.

7.2.3.3.1. Extension of vacation

7.2.3.3.2. Extension of holidays

7.2.3.3.3. Recreational activities

7.2.3.3.4. Joining a family member or friend who is attending a business meeting, convention, award ceremony, etc.

7.2.3.3.5. Attending graduation of friends or relatives other than the employee's children or members of the employee's household

7.2.3.3.6. Routine childcare or recreation activities with children

7.2.3.3.7. Driving relative or friend to business appointment, airport, recreational activities, shopping, etc.

7.2.3.3.8. Interviewing for a position with another organization

7.2.3.3.9. Waiting for delivery of furniture or other products

7.2.3.3.10. Routine automobile repair

7.2.3.3.11. Attending religious ceremonies such as Baptisms, Bar Mitzvahs, weddings, and Confirmations of friends or relatives other than the employee's children or members of the employee's household

7.2.4. COMPELLING PERSONAL NEED

7.2.4.1. **EFFECTIVE JULY 1, 2022, FOUR (4)** personal necessity days may be used for Compelling personal need, as determined by the employee. The employee shall provide, unless the compelling need is an emergency situation, at least two (2) working days prior notice to the employee's immediate supervisor, prior to utilizing the day. None of these day may not be used on the last working day prior to any holiday period or on school or District scheduled school improvement/staff development workdays, without prior approval of the immediate supervisor.

7.2.5. EXTRAORDINARY CIRCUMSTANCES

7.2.5.1. For extraordinary circumstances, which are not covered by this policy, the principal or division head is to consult with the Assistant Superintendent of Personnel before permission is granted.

7.3. QUARANTINE LEAVE (AR 4261.02)

7.3.1. Any regular employee may be paid full salary for not to exceed ten (10) school days during any school year when the only reason for absence is caused by unavoidable quarantine, or when the absence is at the direction of the authorities of the District because the employee has been in contact with a contagious disease. Persons requesting pay because of quarantine shall file in the Personnel Division an exclusion and readmission card issued by the County Health Office.

7.3.2. It is not the intent of this policy to cover employees who are quarantined because of their own personal illness. This is provided for in sick leave regulations.

7.3.3. It is highly recommended that the employee contact the Personnel Office to discuss the impact of taking this leave.

7.4. SICK LEAVE (AR 4261)

- 7.4.1. All classified employees employed five days a week for a full fiscal year of service are entitled to 12 days' sick leave of absence with full pay for illness or injury, exclusive of all days they are not required to render service to the District. A new employee of the District shall not be eligible to take more than six days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six months of active service with the District.
- 7.4.2. An employee who is a part of the classified service employed less than five days per week or less than eight hours per day shall be entitled, for a fiscal year of service, to that proportion of 12 days' leave of absence for illness or injury as the number of days he/she is employed per week bears to five, or hours per day he/she is employed bears to eight. An employee who is employed for less than a full fiscal year is entitled to that proportion of 12 days' sick leave as the number of months he/she is employed bears to 12.
- 7.4.3. Regular part-time hourly personnel will be entitled to sick leave accrued on the basis of actual hours worked, with one hour of sick leave credited for each 22 hours of work accumulated during those partial months.
- 7.4.4. A new employee of the District who has been an employee of another school district for a period of one calendar year or more and who subsequently accepts employment in this District within one calendar year of termination of his/her former employment, shall be credited all accumulated sick leave to which he/she was entitled in the former school district. (Education Code Section 45202) Any person with transferred accumulated sick leave is to be entitled to use of said sick leave upon the first day of employment in the District.
- 7.4.5. A new employee of the District who has been an employee of another school district for a period of five calendar years or more and who subsequently accepts employment in this District not within one calendar year of termination of his/her former employment, shall be credited all accumulated sick leave to which he/she was entitled in the former school district. Such accumulated sick leave is not to be used during employment in the District.
- 7.4.6. An hourly employee of the District, who is placed in a regular monthly-classified position is not considered new to the District, and is to be credited with all accumulated sick leave to which he/she was entitled as an hourly employee.

7.4.7. Sick leave may be used for illness only, and in no case may the sick leave be used for extended vacations or time off for personal business. **THE DISTRICT WILL FOLLOW THE FMLA LEAVE ACT.**

~~Family Leave is delineated in Board Policy 11135.~~

7.4.8. If the employee does not take the full amount of leave allowed in any year, the amount not taken is accumulated from year to year. After an illness of ten days, an employee must present a clearance from a physician certifying as to his/her ability to resume work.

7.4.9. It shall be understood that throughout the above, the word "illness" shall be construed to include confinement for recovery from injuries accidentally received except when such cases occur on the job and are covered by compensation insurance. In such between the amount of insurance received and the regular salary for the cumulative period. The charged days of sick leave would be the days absent minus the days reimbursed by compensation insurance. (Education Code Section 44043)

7.5. Differential Pay (Personal Illness)

7.5.1. The employee who uses all of his/her accumulated sick leave and is absent due to illness or injury shall be entitled to compensation for a period of one hundred (100) days differential pay with verification of such illness by the attending physician. The one hundred (100) day period shall run concurrently with other sick leave rather than beginning at the end of accumulated sick leave. A 50% differential pay will be provided when the employee is entitled to Personal Illness. (Education Code Section 45196).

7.5.2. Counseling of Employees

7.5.2.1. Whenever an employee's absence record shows a pattern of absences related to weekends and/or holidays, or whenever there is clear evidence that an absence is not illness/injury related, the Assistant Superintendent, Personnel, or designee is authorized to request written medical proof of illness or injury.

7.5.2.2. Should, over a period of three or more years in the past five, an employee use each year's "annual sick leave benefit", the Assistant Superintendent, Personnel, or designee, may counsel with the employee as to the causes for the absences, and may request written medical proof for any continued illness-related absences.

7.5.2.3. It is to be understood that there is no intent by the District to request written medical evidence for all employee absences. It is the intent to prevent abuse of sick leave benefits and to work with the employee to improve the employee's health and/or attendance.

7.5.2.4. In those instances when an employee's attendance record indicates "continued" absenteeism as described above and/or a pattern of weekend/holiday-related absences, the employee will be counseled by the Assistant Superintendent, Personnel, or designee, prior to any requests being made for written medical proof.

7.5.2.5. Upon request of the Assistant Superintendent, Personnel, or designee, the employee shall present written medical proof of illness or injury. This proof must be sufficient to validate to the Assistant Superintendent, Personnel, and justifiable reason for the absence.

7.6. SUBPOENA LEAVE (AR 4261.24)

7.6.1. An employee may be paid in any school year for absence caused by appearance in court in response to a subpoena duly served, except in cases where the employee is a litigant in the case. The pay for subpoena leave shall be the regular rate of pay for the employee minus any payment received from the court. An employee requesting pay for subpoena leave shall file a copy of the subpoena in the Personnel Division. If a case covers more than one day, a certificate of the Clerk of the Court shall be filed that the presence of the person was required for the additional days.

7.6.2. It is highly recommended that the employee contact the Personnel Office to discuss the impact of taking this leave before making a final decision.

8. ARTICLE VIII - WAGE AND SALARY POLICIES [\(TOC\)](#)

8.1. CLASSIFIED PAYROLL DEDUCTIONS (AR 4254.2)

8.1.1. In accordance with Government Code Sections 1151-1158 and Education Code Sections 44041 and 45168, equal monthly payroll deductions may be made for the following purposes:

- 8.1.1.1. Professional dues to an employee organization as specified in the above Code sections
- 8.1.1.2. C.S.E.A. Life Insurance - INA of North America
- 8.1.1.3. District approved health benefit plans for medical, dental, vision, and group life insurance
- 8.1.1.4. AID - United Way Campaign
- 8.1.1.5. Any regularly chartered credit union
- 8.1.1.6. American Fidelity Assurance Company Income Insurance Protection
- 8.1.1.7. C.S.E.A. Group Income Protection Plan
- 8.1.1.8. Tax-Sheltered Annuities in accordance with Board Policy 11101, Tax-Sheltered Annuities and Deferred Compensation –Classified
- 8.1.1.9. Whittier Union High School District Deferred Compensation Plan utilizing the Schools First Federal Credit Union as the depository for the funds
- 8.1.1.10. State of California, Department of Justice, Bureau of Criminal Identification
- 8.1.1.11. C.S.E.A. victory Club (CSEA PAC)
- 8.1.1.12. IRC 125 Plan

8.1.2. Individuals wishing to use payroll deductions for these purposes must file a written request with the Accounting Office in the form specified by the Business Services Division.

8.2. LONGEVITY BENEFITS (AR 4251.3)

~~8.2.1. Additional compensation is provided as a longevity benefit under Administrative Regulation 4251 (Regular Monthly Employees) and 4251.2 (Hourly).~~

~~8.2.2. The longevity benefit is to be added to the employee's monthly salary rate or hourly salary rate to establish the daily rate or hourly rate for each individual.~~

~~8.2.3. For monthly employees, the divisor will be 173.333 as established by the normal 173.333 workday month. For hourly employees, the divisor will be 173.333 hours, determined by an 8-hour~~

~~day and the normal 21.667 workday month. Hourly employees will receive the additional longevity pay for each hour worked, as well as for any credited holiday or vacation time earned.~~

8.3. OVERTIME (AR 4251.41)

8.3.1. Overtime may be used in keeping with the Adopted Budget.

8.3.2. Overtime will be treated in compliance with the Fair Labor Standards Act and Education Code Sections 45127 and 45128. Compensation shall be one and one-half times the regular rate of pay after 40 hours per week or after eight hours in any one-day. The hourly rates of pay of employees on monthly salary shall be determined by dividing the monthly salary by 173.333 hours.

8.3.3. Every effort will be made to equalize overtime opportunities among qualified personnel. This is to be done as fairly and equitably as possible, considering geographical and other limitations. (Administrative Regulation 4251.4). When a concern regarding the equity of overtime arises, the District will provide the site administration/supervisor with the department overtime record in an effort to remedy discrepancies in overtime opportunities. Within 30 days of CSEA Chapter 42 notifying the District of presumed inequity in overtime, the District agrees to jointly investigate with CSEA Chapter 42 what is preventing equity. The findings of the investigation will be communicated to the member.

8.3.4. For THE purpose of compliance with the Fair Labor Standards Act, the official workweek is designated as beginning on Monday and continuing through Sunday.

8.3.5. Authority to work overtime beyond an 8-hour day or beyond a 40-hour week should be approved in advance by the Personnel Division. In cases of emergencies, approval may be granted by the Superintendent, assistant superintendent, or principals.

8.3.6. Personal business leave does not count toward the 40-hour workweek limit beyond which the employee must be compensated at the rate of one-and one-half times his/her regular rate.

8.3.7. When a classified service employee is required to work on any Board approved holiday; he/she is to be paid, or given compensatory time off, for such work, in addition to the regular pay received for the holiday. The rate of compensation, in addition to the regular pay for the holiday, is to be time and one-half of the regular rate of pay. (Education Code Section 45203).

8.3.8. Whenever an employee is called back to work for emergency purposes, a minimum of four hours overtime will be credited. Compensation is to be given in dollars unless the employee arranges with

his/her supervisor in advance for compensatory time off. In either case, overtime is compensated at time and one-half.

8.3.9. Employees who are excluded from the classified service under provisions of Education Code Section 45130 are not entitled to one and one-half times their regular rate for overtime beyond the eight-hour day.

8.4. SALARY CLASSIFICATION (AR 4251.1)

8.4.1. The classified salary schedule governs the salary of all classified employees and is subject to change at any time by the Board of Trustees.

8.4.2. In order to provide for continuous review of job classifications, the Superintendent is authorized to use the services of consultant agencies to conduct limited classification and salary studies on an as-needed basis. Recommendations of the consultant agencies will be considered in subsequent changes in the classifications of positions of classified employees.

8.4.3. Placement & increment for New Employees are to be within the following guidelines:

8.4.3.1. All new employees will be given year for year credit for school district / community college experience / education, into a similar position as determined by Personnel Services, with a maximum of 5 years' experience / education for placement on salary schedule.

8.4.3.2. New Employees will receive one step increment at the end of the first six work months. (The first month is credited only when employment begins on or before the 8th day of the month.)

8.4.3.3. New Employees hired after April 8 9, 2019, will move one additional step on the anniversary of their seniority date from one step on the salary schedule to the next step.

8.4.3.4. **EFFECTIVE FEBRUARY 12, 2020,** Current employees hired into promotional positions will be placed on the first step greater than or equal to a 10% salary increase over their previous position. An additional step will be granted upon reaching the anniversary date of their new position.

8.4.3.5. Employees hired prior to April 9, 2019, will move from one step to another on July 1.

8.4.3.6. No employee whose position has been reclassified due to staff reorganization and who is retained in the same general area of work is to receive a lesser salary than that received in the prior year regardless of the change in classification of his/her particular job.

8.5. SENIORITY (AR 4217.3)

- 8.5.1. In accordance with Education Code Section 45308, whenever a classified employee is laid off, the order of layoff within the class shall be determined by hire date. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first.
- 8.5.2. For the purpose of defining "class" pursuant to Education Code Section 45308, "class" is defined to mean family as set forth in Administrative Regulation 4217.3, Seniority Rights and Bumping Procedures - Classified.
- 8.5.3. For the purpose of defining classification pursuant to Education Code Section 45101, classification is defined to mean any and all positions within a "class" (family), which are on the same level (salary schedule) as set forth in Administrative Regulation 4217.3, Seniority Rights and Bumping Procedures - Classified.
- 8.5.4. The Personnel Division is responsible for maintaining seniority records ensuring that the seniority and bumping rights of members of the classified service are protected.

8.6. SENIORITY RIGHTS AND BUMPING PROCEDURES (AR 4217.3)

- 8.6.1. These procedures are established to meet the requirements of Education Code Section 45308 and Board Policy 4217.3, Seniority - Classified. Classes (families) listing each classification of the District are hereby established.
- 8.6.2. Seniority is determined by hire date (Education Code Section 45308) of an employee within each of these classes (families). Hire date shall be defined as the first day of paid service in a probationary status.
- 8.6.3. Classified employees affected by layoffs shall be given notice of layoff not less than 60 days prior to the effective date of the layoff, and informed of their displacement rights, if any, and reemployment rights.
- 8.6.4. Whenever, because of lack of work or lack of funds, a classified employee is to be laid off, the order of layoff within the class (family) shall be determined by the seniority of the employee as established by the following procedures:
 - 8.6.4.1. For those classified employees who have served in one class (family), as defined herein, the method of determining seniority is to be as follows:
 - 8.6.4.1.1. Those employees with least seniority within their classification will be laid off first.

- 8.6.4.1.2. Whenever an employee in a specific classification is given a layoff notice, that employee is to be given the right to bump into lower classifications within the class (family) to which the classification has been assigned by this Administrative Regulation. However, no employee may bump another employee who has more seniority in a specific classification (as defined in Education Code Section 45101) within the class (family).
- 8.6.4.1.3. To determine the seniority in each classification within a class (family), time served in a higher classification will be credited to each lower classification within the class (family). The length of service in a lower classification will be determined by adding to the time in that position all time served within higher classifications within the class (family). In this manner, the bumping rights at each level for each person within the class (family) is computed. Employees, then, with more seniority, may bump into lower classifications; employees in lower classifications may not bump into higher classifications.
- 8.6.4.1.4. In determining bumping rights within hourly classifications, no employee may bump another employee who works more months in a year or more hours in a day.
- 8.6.4.2. For those classified employees who have service in more than one class (family), as defined herein, the method of determining seniority is to be as follows:
- 8.6.4.2.1. When a person is now employed in a classification lower than one formerly assigned, the seniority in the present classification will be determined by adding to the time in the present classification all time served in the higher classification, regardless of class (family).
- 8.6.4.2.2. For any person now serving in a classification higher than previous services, that person will have the time in the higher classification added to time served in lower classes, regardless of class (family). However, the time added is transferable only to the actual positions (classifications) in which the employee has worked.
- 8.6.4.2.3. For any person whose present classification in a class (family) is at the same level as that of another classification in another class (family) in which the person at one times served, seniority in the present classification shall be determined by combining the time served in both classifications.

8.6.4.2.4. These provisions will enable an employee to use all time served in the District in one position, despite having served in more than one class (family). Time, in multiple classes (families), then will be treated for layoff and bumping purposes the same as for an employee who has served in only one class (family).

8.6.5. CLASSES AND FAMILIES

8.6.5.1. ACCOUNTING

8.6.5.2. Accountant – Senior

8.6.5.3. Accountant

8.6.5.4. Accounting Technician Senior

8.6.5.5. Accounting Technician

8.6.5.6. Payroll Technician

8.6.5.7. Accounting Specialist- Food Service

8.6.5.8. Account Technician

8.6.5.9. Accounting Clerk Senior

8.6.5.10. Accounting Specialist - Student Accounts

8.6.5.11. Accounting Clerk

8.6.5.12. **PAYROLL TECHNICIAN**

8.6.6. CUSTODIAL

8.6.6.1. Campus Operations Supervisor

8.6.6.2. Lead Custodian

8.6.6.3. Maintenance Technician

8.6.6.4. Athletic Equipment Attendant*

8.6.6.5. **MAINTENANCE CUSTODIAN**

8.6.6.6. ~~Maintenance Custodian Utility~~

8.6.6.7. Custodian*

8.6.6.7.1. *Seniority in Boys' Locker Room assignment is applicable to the following classification: - Custodian.

8.6.6.7.2. Seniority in Girls' Locker Room assignment is applicable to the following classification: - Custodian.

8.6.6.8. INFORMATION TECHNOLOGY ~~Salary Range~~

8.6.6.9. Senior Programmer Analyst

8.6.6.10. Software Developer

8.6.6.11. Web Developer

8.6.6.12. **IT APPLICATIONS SPECIALIST**

8.6.6.13. **IT HELP DESK TECHNICIAN**

8.6.6.14. **IT WORKSTATION SPECIALIST**

8.6.6.15. Network Systems Analyst

8.6.6.16. Programmer/Analyst

8.6.6.17. Network Specialist

8.6.6.18. Computer Technician

8.6.6.19. Network Technician

8.6.6.20. IT User Support Technician – Senior

8.6.6.21. IT User Support Technician

8.6.6.22. IT Help Desk Technician

8.6.6.23. ~~Technology And Information Systems Director~~

8.6.6.24. ~~Director Of Technology & Information Systems~~

8.6.7. CARPENTERS

8.6.7.1. Maintenance Specialist – Carpenter

8.6.8. ELECTRICIAN

8.6.8.1. Maintenance Specialist – Electrician

8.6.9. GENERAL MAINTENANCE

8.6.9.1. Maintenance Technician

8.6.10. GROUNDS

8.6.10.1. Landscape Maintenance Technician

8.6.10.2. Lead Landscape & Grounds Specialist

8.6.10.3. Grounds & Landscape Specialist Senior

8.6.10.4. Grounds & Landscape Specialist

8.6.11. HEATING/REFRIGERATION

8.6.11.1. Maintenance Specialist – HVAC

8.6.12. LOCKSMITH

8.6.12.1. Locksmith

8.6.13. MAINTENANCE SERVICES MANAGER

8.6.13.1. Maintenance Services Manager

8.6.13.2. MULTI SKILLED TRADES

8.6.13.3. Multi Skilled Trade Technician

8.6.14. PAINTERS

8.6.14.1. Painter

8.6.15. PLUMBING

8.6.15.1. Maintenance Specialist – Plumber

8.6.16. **MAINTENANCE SPECIALIST – WELDER**

8.6.17. REPROGRAPHICS

8.6.17.1. Document Publishing Specialist

8.6.18. PURCHASING

8.6.18.1. Purchasing Supervisor

8.6.18.2. Senior Buyer

8.6.18.3. Buyer

8.6.19. REGISTRAR

8.6.19.1. Registration & Student Data Specialist

8.6.20. CREDENTIAL TECHNICIAN

8.6.20.1. **CREDENTIAL TECHNICIAN**

8.6.20.2. Benefits Technician

8.6.21. ~~SECRETARIAL~~ **CLERICAL**

8.6.21.1. ~~Exec. Assistant to the Superintendent~~

8.6.21.2. ~~Administrative Assistant~~

8.6.21.3. Office Manager Comprehensive High School

8.6.21.4. Personnel Specialist, Substitutes and Attendance

8.6.21.5. ~~Human Resources~~ **PERSONNEL** Specialist, **CLASSIFIED EMPLOYEES**

8.6.21.6. ~~Human Resource Personnel~~ **ASSISTANT**

8.6.21.7. **PERSONNEL CLERK**

8.6.21.8. Office Manager Adult School

8.6.21.9. Office Manager Alternative School

8.6.21.10. **OFFICE MANAGER I**

8.6.21.11. ~~Administrative~~ Secretary **FACILITIES**

8.6.21.12. Maintenance Logistics Assistant

8.6.21.13. Administrative Clerk – Senior

8.6.21.14. Student Services Assistant

8.6.21.15. Administrative Clerk

8.6.22. WAREHOUSE

8.6.23. Delivery Driver/Stock Clerk-Lead Position

8.6.24. Warehousing & Distribution Associate

8.7. ATTENDANCE

8.7.1. Attendance Specialist **ASSISTANT**

8.7.2. Student Engagement Specialist

8.8. LIBRARY

8.8.1. Library Media Technician

8.8.2. PUPIL PERSONNEL SERVICES SPECIALIST

8.8.3. Student Services Technician

8.9. PERSONNEL DIRECTOR

8.9.1. Director, Personnel Services

8.9.2. Testing and Research Assistant

8.9.3. ~~PERSONNEL ASSISTANT~~

8.9.4. ~~Personnel Assistant~~

8.10. AUDITORIUM

8.10.1. Auditorium Coordinator

8.11. FOOD SERVICES

8.11.1. Director of Food Services

8.11.2. ~~Food Service~~ Nutrition Services Operations Supervisor

8.11.3. Storekeeper FS

8.11.4. Central Kitchen Custodian

- 8.12. INSTRUCTIONAL MATERIALS
 - 8.12.1. Curriculum/Textbook Specialist
- 8.13. FOOD SERVICES, GENERAL
 - 8.13.1. ~~Cafe~~ **NUTRITION SERVICES** Site Manager
 - 8.13.2. ~~Cafe~~ **NUTRITION SERVICES** Team Leader - Snack Area
 - 8.13.3. ~~Cafe~~ **NUTRITION SERVICES** Assistant II
 - 8.13.4. Nutrition Services Assistant I
 - 8.13.5. PRODUCTION UNIT SUPERVISOR
 - 8.13.6. ~~Food Service~~ **NUTRITION SERVICES** Production Supervisor- **CENTRAL KITCHEN**
- 8.14. ACCOMPANIST
 - 8.14.1. Accompanist
- 8.15. ~~ACCOUNTING~~
 - 8.15.1. ~~Accounting Clerk Senior~~
- 8.16. CLERICAL
 - 8.16.1. Health Services Clerk
 - 8.16.2. Clerical Assistant II **SERIES**
 - 8.16.3. ~~Assistant Office~~ **ASSISTANT**
- 8.17. SWITCHBOARD
 - 8.17.1. Receptionist
- 8.18. Instructional Assistant –Bilingual
- 8.19. INSTRUCTIONAL ASSISTANT
 - 8.19.1. Instructional Health Assistant
 - 8.19.2. Instructional Assistant – SE
 - 8.19.3. Instructional Assistant I
 - 8.19.4. **LVN INSTRUCTIONAL ASSISTANT**
- 8.20. Interpreter II
- 8.21. Interpreter I
- 8.22. **INTERPRETER/TRANSLATOR**
- 8.23. ~~Instructional Aide – Deaf/HH~~
- 8.24. INSTRUCTIONAL ASSISTANT

- 8.24.1. ~~Assistant~~ Instructional Computing **ASSISTANT**
- 8.25. VOCATIONAL SPECIALIST
 - 8.25.1. ~~Instructional~~ **LVN** Vocational Specialist
- 8.26. SPECIALIST, BILINGUAL EDUCATION
- 8.27. **ENGLISH LEARNER DATA SPECIALIST** ~~Specialist, Bilingual Education~~
- 8.28. ~~MIGRANT AND IMMIGRANT EDUCATION~~
 - 8.28.1. ~~Specialist, Migrant Education~~
 - 8.28.2. ~~Specialist, Immigrant Education~~
- 8.29. JOB DEVELOPMENT/PLACEMENT
 - 8.29.1. Job Development Specialist
 - 8.29.2. **VOCATIONAL PLANNING TECHNICIAN**
- 8.30. CAMPUS SECURITY
 - 8.30.1. Campus Safety Associate
 - 8.30.2. Campus Security Associate
 - 8.30.3. ~~Student Personnel Aide~~
 - 8.30.4. Campus Aide
- 8.31. Truck Driver
- 8.32. ~~TECHNOLOGY TECHNICIAN~~
 - 8.32.1. ~~IT User Support Technician senior~~
 - 8.32.2. ~~IT User Support Technician~~
- 8.33. Braille Transcriber II
- 8.34. Braille Transcriber
- 8.35. MANAGER, CONSTRUCTION SERVICES
 - 8.35.1. Manager, Construction Services
- 8.36. MANAGER, FACILITIES & PLANNING
 - 8.36.1. Manager, Facilities & Planning
- 8.37. **ASSESSMENT TECHNICIAN**
- 8.38. **ASSESSMENT & ACCOUNTABILITY TECHNICIAN**
- 8.39. **COLLEGE & CAREER ADVISEMENT SPECIALIST**
- 8.40. **EDUCATION TECHNOLOGY SPECIALIST**
- 8.41. **SPEECH LANGUAGE THERAPY ASSISTANT**

- 8.42. **STADIUM MAINTENANCE TECHNICIAN**
- 8.43. **BUS DRIVER**
- 8.44. **BUS DRIVER - DELEGATED TRAINER**
- 8.45. **COVER BUS DRIVER**
- 8.46. **BUS DRIVER INSTRUCTOR**
- 8.47. **DISPATCHER**
- 8.48. **ROUTER/SCHEDULER**
- 8.49. **VEHICLE MECHANIC**
- 8.50. **LEAD VEHICLE MECHANIC**

8.51. TAX SHELTERED ANNUITIES AND DEFERRED COMPENSATION (AR 4251.5)

8.51.1. Classified employees may elect to receive a part of their annual salary in the form of an annuity contract in accordance with provision of Section 403 (B) of the Internal Revenue Code. Purchase of such annuity contract in lieu of salary is to be through:

8.51.1.1. California School Employees Association

8.51.1.2. An approved list of insurance companies (commercial carriers) maintained by the Personnel Office, determined on the basis of election of a tax sheltered annuity plan by the classified employee. (Insurance Code Section 770.3)

8.51.1.3. Employees may also elect to receive a part of their annual salary in the form of deferred compensation in accordance with provisions of Section 403 (B) and 457 of the Internal Revenue Code and Section 42651 of the Education Code. The depository for all funds withheld for this purpose will be the Schools First Federal Credit Union. The Assistant Superintendent, Personnel, is authorized to approve disbursement of funds to the employee by the Credit Union.

9. ARTICLE IX - EMPLOYEE SAFETY AND HEALTH [\(TOC\)](#)

9.1. EMPLOYEE PROTECTION (BP 4257)

9.1.1. It is the aim of the Board of Trustees, Administration, and instructional staff to promote an atmosphere of discipline, order and safety. The District shall provide a safe and healthy workplace for all unit employees.

9.1.2. It is the responsibility of all staff members to assist in maintaining order and safety on our campuses. The Board of Trustees will support the staff in all reasonable measures taken in accordance with official regulations and procedures of the Whittier Union High School District.

9.1.3. The Board of Trustees will not tolerate violence of any kind toward an employee. In any case of violence directed against any employee, all steps will be taken to ensure that those individuals responsible are identified and all appropriate legal measures instituted.

9.1.4. In their employment, staff members may use such measures as necessary to prevent injury and to protect themselves and others from physical attack by a student or other person.

9.1.5. The District will advise the staff member of rights and obligations with respect to any such assault and will render all reasonable assistance in regard to these rights and obligations. In addition, the District will pay the cost of replacing and repairing eyeglasses, hearing aids, dentures, watches or articles of clothing when such items are damaged as a result of assault while at any School District function or on any District facility.

9.2. EXAMINATIONS FOR TUBERCULOSIS (AR 4212.4)

9.2.1. All employees are required to have an intra-dermal skin test or provide evidence from a health provider that they are free from tuberculosis within 60 days prior to employment and, thereafter, every four years between July 1 and November 15. Official verification of compliance with this regulation must be in the Personnel Division prior to December 1 or within 30 days of original employment date.

9.2.2. The governing board of the District is to reimburse the employee for the cost, if any, of this examination. The Board may provide for the examination required or may establish the amount of reimbursement, which the employee may receive if the examination is taken at a place other than that provided by the District. The reimbursable fee shall be the same as the District pays for those services.

9.2.3. Exception to this requirement may be made for employees whose religion makes them eligible for exemption as specified in Education Code Section 49406-G. If, at any time, there should be probable cause to believe that such an affiant is afflicted with active tuberculosis, the governing board may exclude the employee from service until it is satisfied that the employee is not so afflicted, as provided for in Education Code Section 49406-G.

9.3. HEALTH SERVICES (AR 4254)

9.3.1. The compensation program for all employees in the classified service shall include the Blue Shield Personal Physician Option, the Delta Dental Service Plan, Vision Service Plan, and Managed Health Network for the employee and dependents with all premiums for the insurance paid by the District. Effective January 1, 2008, all employees enrolled in the Blue Shield PPO will contribute \$100, all employees enrolled in the blue Shield HMO will contribute \$50, and all employees enrolled in Kaiser will contribute \$50 on a monthly basis (tenthly). In addition, life insurance in the amount of \$10,000 is provided for the employee only. Blue Shield for employees and dependents is effective with the first working day of employment if employed on the first day of the month. Otherwise, coverage begins the first day of the month following employment date. Coverage by Delta Dental Service Plan and Vision Service Plan will begin on the first day of the month following employment. Enrollment in the District's approved Health Maintenance Organization Program, Kaiser Permanente, is authorized provided that the employee pays any expense in excess of the basic Blue Shield premium paid by the District. Procedures and deadlines for participation in Kaiser Permanente must be met as established by the Business Services Division.

9.3.2. Classified employees whose jobs are for a ten-month period only are not considered to be on leave and the District will pay their coverage for the full year.

9.3.3. For employees working thirty-seven and one half (37 ½) hours per week or more, the District shall contribute the full cost of the premiums as stated in the paragraphs above for full time employees.

9.3.4. For hourly employees who are a part of the classified service, the District will pay for each employee that prorated portion of the cost of insurance in the same ratio as the regular work hours per day, days per week, weeks per month or months per year of such hourly employees bear to eight hours per day, 40 hours per week, weeks per month or months during the school year.

9.4. CONTINUATION OF SURVIVORS' BENEFITS

9.4.1. Upon the death of one presently enrolled under the Blue Shield or Kaiser Permanente**, the District will continue to provide such coverage for the surviving spouse and/or eligible dependents for 24 calendar months. The 24-month period commences at the end of the month during which death has occurred.

9.4.2. Additionally, upon the death of one presently enrolled in Vision Care and/or Delta Dental Service plan(s), the District will continue to provide such coverage for the surviving spouse and/or eligible dependents for three calendar months. The three-month period commences at the end of the month during which death has occurred.

9.4.3. Special Note: **Kaiser Permanente coverage is available only when the surviving spouse agrees to pay any expense in excess of the basic Blue Shield premium paid by the District.

9.5. CONTINUATION OF SPOUSAL BENEFITS

9.5.1. In addition to any of the aforementioned benefits, a surviving spouse under age 65 or retiree's spouse under age 65 may opt to continue medical insurance plans by paying premium(s) according to procedures established by the Business Services Division at no expense to the District.

9.5.2. Other Programs for Persons No Longer Covered by District-Paid Benefits

9.5.3. After the above District-paid benefits are exhausted, coverage may be arranged under:

9.6. CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

9.6.1. In compliance with Public Law 99-272, COBRA allows certain terminated and retired employees and others who meet specified qualifying events to purchase health benefits through the Whittier Union High School District at no cost to the District. A two-percent service charge will be added to the cost of the health benefits purchased. Qualified persons must make application within 60 days of the qualifying event.

9.7. MEDICAL EXAMINATIONS (AR 4212.41)

9.7.1. The Board of Trustees may require any employee to take a medical examination at any time from a licensed physician approved by the Board of Trustees. In accordance with Education Code Section 45122, whenever classified employees are required to take a physical examination for continuance of employment, the Board is to either provide the required examination, cause it to be provided or provide the employee reasonable reimbursement.

9.7.2. Pre-employment medical examinations are required for employment in the classified service. The cost of the examination shall be paid by the Whittier Union High School District. The time and place of the physical examination is to be determined by the District. The results of the examinations are to be made available to the District.

10. ARTICLE X – TRANSFERS [\(TOC\)](#)

10.1. TRANSFER OF CLASSIFIED PERSONNEL (BP 4214.1)

10.1.1. Preamble

10.1.1.1. The strength of an organization is dependent upon the quality of the individuals within the organization. When, because a school site(s) is closed, it becomes necessary to transfer Whittier Union High School District employees to other sites, we believe that every effort should be made to maintain high morale among all employees who are affected by such transfers. Consequently, prior to developing transfer procedures, classified employees are to be extensively involved in a study to determine procedures that are most likely to maintain good employee-employer relations. Such involvement offers maximum potential for sustaining a positive educational climate for our students.

10.1.2. We believe. . . .

10.1.2.1. Whenever legally permissible, vacant positions to which personnel are transferred should be filled by mutual agreement of the transferring individual and the supervisor of the position.

10.1.2.2. Whenever legally permissible, employees should be able to apply for the vacant position(s) of their choice.

10.1.2.3. Every effort should be made to place individuals into vacant positions where, by virtue of their skills and experience, they are most likely to contribute to the District.

10.1.2.4. When personnel are transferred due to site closure(s), the Affirmative Action policy of this district is to be a significant factor in the determination of the success of the implementation of Administrative Regulation 4214.1.

10.1.2.5. That extensive efforts should be made to ensure that every employee knows his/her legal rights and the Board's philosophy that transfers are made in a manner that treats all employees equitably, while at the same time demonstrating flexibility.

10.1.2.6. That processes should be available whereby a transferred employee may seek review of his/her assignment whenever it becomes apparent that he/she is not making a satisfactory adjustment to the assignment.

10.1.2.7. Annually, a review will be made of transfer procedures to assess how well the procedures meet the needs of the District and the aspirations of the employee.

10.1.3. Procedures

10.1.3.1. Transfer procedures are to be developed by the Personnel Services Division, which is responsible to ensure that the seniority and other legal rights of employees are protected.

10.2. TRANSFERS AND TEMPORARY ASSIGNMENTS (BP 4214)

10.2.1. The Superintendent, or a designee, shall have authority to assign each classified employee. Such assignment shall be made in accordance with the employee's qualifications and the needs and best interest of the school district.

10.2.2. Any employee may apply for a transfer to another position or location of the same or lower classification to which the employee is currently assigned. A written request for a transfer should be forwarded to the Personnel Services Division through the immediate supervisor or the school principal. All requests for transfers will be acknowledged by the Personnel Services Division and employees will be kept advised of the status of their requests. Such requests, however, will be granted only when mutually agreed upon by all parties involved in the transfer. While full consideration will be given to each individual request, the best interest of the District will be given priority.

10.2.3. Notwithstanding the other provisions of Board Policy 4214, the District agrees, when filling a classified vacancy, to post such vacancy, and in the event that there are transfer applicants, the District shall interview those applicants prior to interviewing outside applicants and completing the selection process.

10.2.4. When an employee is assigned to work in a higher classification for a period exceeding five workdays within a 15 calendar day period, his/her salary will be temporarily increased for the period in which the assignment was made. Effective date of the higher classification shall be retroactive to the first date of assignment. In order to qualify for temporary salary increase, the assignment must be for other than scheduled vacation periods; also, it must be the intent of the supervisor that the employee assumes full responsibility for all of the duties ordinarily performed in the higher classification.

10.2.5. Transfer of an employee from one position or location to another position or location not involving a change of classification may be made by the Superintendent, or a designee, at any time in accordance with the needs and best interest of the school

11. ARTICLE XI - VACATION [\(TOC\)](#)

11.1. VACATION ALLOWANCE (AR 4261.25)

11.1.1. One day's vacation will be earned for each month worked for all regular monthly personnel. Part-time employees who are a part of the classified service shall be entitled to a prorated vacation allowance in the same ratio to regular monthly personnel as their work hours per day, days per week, weeks per month or months per year bear to eight hours per day, 40 hours per week, weeks per month or 12 months per year. Regular monthly personnel must complete 50 percent of the working days in a month in order to be credited with one day's vacation for that month. Regular part-time hourly personnel also must complete 50 percent of their scheduled workdays in a month in order to earn vacation for that month.

11.1.2. The Director of Fiscal Services, Director of Food Services, Director of Technology & Information Services, Director of Personnel, Rehabilitation Services Administrator, Purchasing Supervisor, Manager, Construction Services; Manager, Facilities & Planning; Maintenance Services Manager, and Personnel Assistant shall be entitled to 23 days of vacation annually, earned at the rate of 1.92 days per month. Additional days of vacation may be earned with longevity. After completing nine years of employment, one additional day is earned. After 14 years, another day is earned (totaling 25); after 19 years of service, an additional day is earned; after 25 years of service, another day is earned; and after 30 years of service, an additional day is earned, providing the maximum vacation benefit of 28 days.

11.1.3. Vacation schedules shall be approved and coordinated by administration. Employee vacation leave requests shall be submitted to an employee's supervisor. Every effort shall be made to accommodate the wishes of the employee, consistent with the needs and workloads within the school, division or department.

11.1.4. Vacations shall normally be scheduled between July 1 through September 1, or during the Winter and Spring vacation periods. For other time periods, vacation leave shall be approved unless the request is not consistent with the needs and workloads of the school, division or department. When a request is denied, the reason shall be discussed with the employee in a timely manner.

11.1.5. Vacations should not be accumulated from year to year. If the employee is not permitted by the District to take his/her full annual vacation, the amount not taken may be accumulated for use in the following school year if prior approval is given by the Personnel Division.

11.1.6. Additional days of vacation earned with longevity:

- 11.1.6.1. 6 years- 1 additional day
- 11.1.6.2. 7 years- 1 additional day
- 11.1.6.3. 8 years- 1 additional day
- 11.1.6.4. 9 years- 1 additional day
- 11.1.6.5. 10 years- 1 additional day
- 11.1.6.6. 15 years- 1 additional day
- 11.1.6.7. 20 years- 2 additional days
- 11.1.6.8. 25 years- 1 additional day
- 11.1.6.9. 30 years- 1 additional day

11.1.7. Total vacation days available after 30 years = 22 days

11.1.8. Regular ten-month, eleven-month and part-time hourly employees will receive the additional days of vacation on a prorated basis in accordance with the ratio that the number of months or hours worked bears to that of regular twelve-month employees.

11.1.9. Personnel accumulating 50 or more days of sick leave as of June 30 of each year shall be granted one additional day's vacation for that year; 100 or more days of accumulated sick leave, two additional days; 150 or more days of accumulated sick leave, three additional days of vacation.

11.1.10. Between July 1 and August 31, employees with accrued vacation desiring to be absent more than six hours in any one day must take the total hours absent as vacation. An employee may be authorized to take up to six hours in any one day for personal business.

11.1.11. In accordance with Education Code Section 45197 (e), earned vacation shall not become a vested right until completion of the initial six months of employment. An employee will be permitted to take paid vacation during the initial six months of employment provided that:

- 11.1.11.1. The vacation days have been earned as stipulated in paragraph one of Administrative Regulation 4261.25.

- 11.1.11.2. Pursuant to Education Code Section 45197 (g), if the employee is terminated before completion of the initial six months' employment, the full amount of salary, which was paid for such vacation days, shall be deducted from the employee's severance check.
- 11.1.12. The Personnel Division shall be responsible to see that any employee taking vacation during the initial six months sign a statement acknowledging that the full amount of salary which was paid for such vacation will be deducted from the employee's severance check should the employee not complete the initial six months of employment.
- 11.1.13. Personnel on a ten-month basis whose duties terminate at the close of school will take their vacations during the fiscal year it is earned.
- 11.1.14. Hourly personnel, entitled to vacation benefits per Education Code Section 45136, who work a school year schedule, will be paid in two payments for vacation time to be dispersed in January and July for vacation time accrued during the fiscal year it is earned provided the employee has met the six months' employment requirement. Those with less than six months' employment, whose services are interrupted during the summer months, will be credited during the ensuing school year for vacation allowance earned in the previous year. Total allowance then accumulated at the close of the following school year will be paid in a lump sum.
- 11.1.15. In the event of the termination of an employee, vacation allowances accumulated under this policy will be paid in a lump sum with the last regular salary warrant.

12. ARTICLE XII - WORKING HOURS [\(TOC\)](#)

12.1. REST PERIODS (AR 4213.2)

12.1.1. A daily morning and an afternoon 15-minute rest period shall be granted to all full-time employees.

12.1.2. Hourly personnel whose assignment is four hours shall be entitled to one daily 15-minute rest period.

12.1.3. Rest periods shall not be taken immediately before the lunch hour or at the end of the working day. They shall be taken approximately in mid-morning and mid-afternoon in accordance with the schedule approved for the office or department concerned.

12.1.4. Custodial personnel on the night schedule are authorized a 30-minute supper break as part of the eight-hour working day.

12.1.5. Although each employee may take the above described rest periods, if an employee elects not to take the time, it is to be understood that this time is not cumulative and, therefore, if not taken it may not be used in any other way.

12.2. WORKING HOURS FOR CLASSIFIED PERSONNEL (AR 4213.1)

12.2.1. District Administrative Offices - Sierra Education Center

12.2.1.1. 7:30 a.m. to 4:00 p.m.; one-half hour lunch period.

12.2.1.2. Switchboard

12.2.1.2.1. One operator - 7:30 a.m. to 4:00 p.m.; one-half hour lunch period

12.2.1.3. District Buildings and Grounds

12.2.1.3.1. 7:00 a.m. to 3:30 p.m.; one-half hour lunch period

12.2.1.4. District Delivery and Warehouse

12.2.1.4.1. 7:00 a.m. to 3:30 p.m.; one-half hour lunch period

12.2.1.5. District Reprographics Center

12.2.1.5.1. 7:30 a.m. to 4:00 p.m.; one-half hour lunch period

12.2.2. School Offices (except Frontier High School)

12.2.2.1. School in Session:

12.2.2.1.1. 7:30 a.m. to 4:00 p.m.; one-half hour lunch period

12.2.2.1.1.1. Frontier High School

12.2.2.1.1.1.1. 7:30 a.m. to 4:00 p.m.; one-half hour lunch period

12.2.2.1.1.2. School Campus Operations Supervisor and Utility Workers

12.2.2.1.1.2.1. 7:00 a.m. to 3:30 p.m.; one-half hour lunch period

12.2.2.1.1.3. School Athletic Equipment Attendant

12.2.2.1.1.3.1. Eight-hour shift daily as scheduled to meet the needs of the local school.

Schools are to submit to the Personnel Services Division the adopted schedule during each season of sport.

12.2.3. Night Custodians -District Administrative Offices - Sierra Education Center

12.2.3.1.1.1. School in Session:

12.2.3.1.1.1.1. 3:30 p.m. to 11:30 p.m.; one-half hour lunch period

12.2.3.1.1.2. School Not in Session:

12.2.3.1.1.2.1. 12 noon to 8:00 p.m.; one-half hour lunch period

12.2.4. Night Custodians - Schools

12.2.4.1. School in Session:

12.2.4.1.1. 3:30 p.m. to 11:30 p.m.; one-half hour lunch period

12.2.4.2. School Not in Session:

12.2.4.2.1. 7:00 a.m. to 3:30 p.m.; one-half hour lunch period

12.2.5. Special Schedules

12.2.5.1. Schedules may be changed by the supervisor to meet emergency special needs. Deviation for purposes other than emergency may be approved by the Personnel Services Division.

12.2.6. Shift Differential

12.2.6.1. A shift differential, as permitted by Education Code Sections 45182-45184, is paid night custodial personnel by providing for a one-half hour lunch period during their eight-hour shift. This shift differential (paid one-half hour lunch period) shall be applied to any person whose duties on a regular eight-hour shift require him/her to work four or more hours after 3:30 p.m. This differential is not applied to those on an overtime status.

12.3. WORK SCHEDULE (BP 4213.1)

12.3.1. All full-time classified employees, except Construction Services Manager, Director of Fiscal Services, Director of Food Services, Director of Technology & Information Systems, Director of Personnel, Landscape Services Supervisor, Maintenance Services Manager, Rehabilitation Services Administrator, Personnel Assistant and Purchasing Supervisor shall be assigned to an eight-hour day and a 40-hour workweek. Working hours shall be set for all groups by the Superintendent in keeping with the particular needs of the department concerned.

12.3.2. A 30-minute supper break for night custodians shall be considered part of the eight-hour working day.

13. ARTICLE XIII - GENERAL [\(TOC\)](#)

13.1. CLASSIFIED PERSONNEL ALLOWANCES (AR 4211.1)

13.1.1. Accounting Allowance

- 13.1.1.1. Accountant 0
- 13.1.1.2. Accounting Clerk Senior
- 13.1.1.3. Account Clerk III 0
- 13.1.1.4. Accounting Technician 1
- 13.1.1.5. Director of Fiscal Services 1
- 13.1.1.6. Payroll Technician
- 13.1.1.7. Accountant-Senior
- 13.1.1.8. Senior Account Clerk 1
- 13.1.1.9. Senior Bookkeeper, Food Services** 1

13.1.2. Information Technology Allowance

- 13.1.2.1. Computer Technician 0
- 13.1.2.2. Data Processing Operator 0
- 13.1.2.3. Director of Technology & Information Systems 1
- 13.1.2.4. Help Desk Operations Support 1
- 13.1.2.5. Information Technology Support 1
- 13.1.2.6. Network Specialist 1
- 13.1.2.7. Network Technician 0
- 13.1.2.8. PC Specialist 0
- 13.1.2.9. Programmer Analyst 0
- 13.1.2.10. Senior Programmer Analyst
- 13.1.2.11. Software Developer 1
- 13.1.2.12. Systems and Network Specialist 2
- 13.1.2.13. User Support Liaison 0
- 13.1.2.14. Web Developer 1

13.1.3. Grounds Allowance

- 13.1.3.1. General Maintenance Worker 0
- 13.1.3.2. Grounds Equipment Operator 4
- 13.1.3.3. Groundskeeper 2
- 13.1.3.4. Landscape Maintenance Technician 0

13.1.4. Maintenance Allowance

- 13.1.4.1. Carpenter 2
- 13.1.4.2. Director of Facilities 1
- 13.1.4.3. Electrician 2
- 13.1.4.4. General Maintenance Worker 6
- 13.1.4.5. Heating/Refrigeration Mechanic 2
- 13.1.4.6. Locksmith 1
- 13.1.4.7. Maintenance Services Manager 1
- 13.1.4.8. Manager, Construction Services 1
- 13.1.4.9. Manager, Facilities & Planning 1
- 13.1.4.10. Multi-Skill Trades Technician 0
- 13.1.4.11. Painter 1
- 13.1.4.12. Plumber 2
- 13.1.4.13. Plumber, Apprentice 0

13.1.5. Purchasing Allowance

13.1.6. Buyer 1

13.1.7. Sr. Buyer 1

13.1.8. Reprographics Allowance

- 13.1.8.1. Reprographics Center Operator 1

13.1.9. Secretarial Allowance

- 13.1.9.1. Administrative Secretary 3
- 13.1.9.2. Clerk I 0
- 13.1.9.3. Clerk II 2
- 13.1.9.4. Clerk III 6
- 13.1.9.5. Facilities Secretary 1

- 13.1.9.6. Secretary, Maintenance & Operations 1
- 13.1.9.7. Personnel Specialist, Substitutes and Attendance 1
- 13.1.9.8. Personnel Specialist, Classified 1
- 13.1.9.9. Personnel Clerk 1
- 13.1.9.10. Secretary to Superintendent/Adm. Assistant 1
- 13.1.10. Warehouse Allowance
 - 13.1.10.1. Delivery Driver/Stock Clerk 2
 - 13.1.10.2. Delivery Driver/Stock Clerk - Lead Position 0
- 13.1.11. Miscellaneous Allowance
 - 13.1.11.1. Attendance Specialist 0
 - 13.1.11.2. Central/Food Services Supervisor*** 1
 - 13.1.11.3. Credentialing Technician 1
 - 13.1.11.4. Benefits Technician 1
 - 13.1.11.5. Director of Food Services** 1
 - 13.1.11.6. Director of Personnel 1
 - 13.1.11.7. Food Services Storekeeper** 1
 - 13.1.11.8. Personnel Assistant 0
 - 13.1.11.9. Pupil Personnel Services Specialist 1
 - 13.1.11.10. Purchasing Supervisor 1
 - 13.1.11.11. Testing, Evaluation and Research Assistant 1
 - 13.1.11.12. Textbook/Library Specialist 1
 - 13.1.11.13. ** 12 months charged to Cafeteria
 - 13.1.11.14. *** 10 months charged to Cafeteria
- 13.1.12. California Allowance
 - 13.1.12.1. ASB Bookkeeper 1
 - 13.1.12.2. Athletic Equipment Attendant 0
 - 13.1.12.3. Attendance Coordinator 1
 - 13.1.12.4. Campus Operations Supervisor 1
 - 13.1.12.5. Campus Security-Monthly (Health Aide) 1

- 13.1.12.6. Clerk II 4
- 13.1.12.7. Clerk III 4
- 13.1.12.8. Custodian 5
- 13.1.12.9. Groundskeeper 1
- 13.1.12.10. Lead Custodian 1
- 13.1.12.11. Library Media Technician 0
- 13.1.12.12. Registrar 1
- 13.1.12.13. **12 months charged to Cafeteria
- 13.1.12.14. *** 10 months charged to Cafeteria
- 13.1.12.15. Secretary to Principal 1
- 13.1.12.16. Special Projects Clerk 1
- 13.1.12.17. Student Personnel Aide 0
- 13.1.12.18. Utility Custodian 1
- 13.1.12.19. Utility Worker 2
- 13.1.13. La Serna Allowance
 - 13.1.13.1. ASB Bookkeeper 1
 - 13.1.13.2. Athletic Equipment Attendant 0
 - 13.1.13.3. Attendance Coordinator 1
 - 13.1.13.4. Campus Operations Supervisor 1
 - 13.1.13.5. Campus Security-Monthly (Health Aide) 1
 - 13.1.13.6. Clerk II 2
 - 13.1.13.7. Clerk III 4
 - 13.1.13.8. Custodian 3
 - 13.1.13.9. Groundskeeper 1
 - 13.1.13.10. Lead Custodian 1
 - 13.1.13.11. Library Media Technician 1
 - 13.1.13.12. Registrar 1
 - 13.1.13.13. Secretary to Principal 1
 - 13.1.13.14. Special Projects Clerk 1

- 13.1.13.15. Student Personnel Aide 0
- 13.1.13.16. Utility Custodian 1
- 13.1.13.17. Utility Worker 2
- 13.1.14. Pioneer Allowance
 - 13.1.14.1. ASB Bookkeeper 1
 - 13.1.14.2. Athletic Equipment Attendant 0
 - 13.1.14.3. Attendance Coordinator 1
 - 13.1.14.4. Campus Operation Supervisor 1
 - 13.1.14.5. Campus Security-Monthly (Health Aide) 1
 - 13.1.14.6. Clerk II 2
 - 13.1.14.7. Clerk III 4
 - 13.1.14.8. Computer Technician (Digital Grant)* 0
 - 13.1.14.9. Custodian 3
 - 13.1.14.10. Groundskeeper 1
 - 13.1.14.11. Lead Custodian 1
 - 13.1.14.12. Library Media Technician 1
 - 13.1.14.13. Registrar 1
 - 13.1.14.14. Secretary to Principal 1
 - 13.1.14.15. Special Projects Clerk 1
 - 13.1.14.16. Student Personnel Aide 0
 - 13.1.14.17. Utility Custodian 1
 - 13.1.14.18. Utility Worker 2
- 13.1.15. Santa Fe Allowance
 - 13.1.15.1. ASB Bookkeeper 1
 - 13.1.15.2. Athletic Equipment Attendant 0
 - 13.1.15.3. Attendance Coordinator 1
 - 13.1.15.4. Campus Operations Supervisor 1
 - 13.1.15.5. Campus Security-Monthly (Health Aide) 1
 - 13.1.15.6. Clerk II 3

13.1.15.7. Clerk III 4

13.1.15.8. Custodian 4

13.1.15.9. Groundskeeper 1

13.1.15.10. Lead Custodian 1

13.1.15.11. Library Media Technician 0

13.1.15.12. Registrar 1

13.1.15.13. Secretary to Principal 1

13.1.15.14. Special Projects Clerk 1

13.1.15.15. Student Personnel Aide 1

13.1.15.16. Utility Custodian 1

13.1.15.17. Utility Worker 2

13.1.15.18. *Position lasts until funds are depleted

13.1.16. Whittier Allowance

13.1.16.1. ASB Bookkeeper 1

13.1.16.2. Athletic Equipment Attendant 0

13.1.16.3. Attendance Coordinator 1

13.1.16.4. Auditorium Technician 1

13.1.16.5. Campus Operations Supervisor 1

13.1.16.6. Clerk II 2

13.1.16.7. Clerk III 4

13.1.16.8. Custodian** 4

13.1.16.9. Groundskeeper 1

13.1.16.10. Lead Custodian 1

13.1.16.11. Library Media Technician 0

13.1.16.12. Registrar 1

13.1.16.13. Secretary to Principal 1

13.1.16.14. Special Projects Clerk 1

13.1.16.15. Student Personnel Aide 0

13.1.16.16. Utility Custodian

13.1.16.17. Utility Worker 2

13.1.17. Frontier Allowance

13.1.17.1. Clerk III 1

13.1.17.2. Office Manager 1

13.1.17.3. Student Personnel Aide 0

13.1.17.4. Registrar 1

13.1.18. Independent Study Allowance

13.1.18.1. Registrar 1

13.1.18.2. Clerk III 1

13.1.18.3. **One custodian charged to Cafeteria

13.1.19. Adult Division Allowance

13.1.19.1. Account Clerk II 1

13.1.19.2. Clerk II 0

13.1.19.3. Clerk III 2

13.1.19.4. Secretary to Principal 1

13.1.20. Sierra Education Center Allowance

13.1.20.1. Campus Operations Supervisor 1

13.1.20.2. Custodian 3

13.1.20.3. Lead Custodian 1

13.1.20.4. Utility Custodian 1

13.1.20.5. Utility Worker 2

13.2. CUSTODIAL WORK LOADS(AR 4257.3)

13.2.1. The following workloads shall be used as a guide for assignment of custodians. Any major deviation from this guide must be approved by the Superintendent.

13.2.2. Regular Custodians 25,000 sq. ft. per day

13.2.3. Senior Custodian, Night 18,750 sq. ft. per day

13.2.4. The above areas refer to standard academic classrooms. For special classrooms the following factors shall be applied to convert actual areas to comparable workloads:

13.2.4.1. Type Correction Factor*

- 13.2.4.1.1. Standard classroom 1.0
- 13.2.4.1.2. Shops 1.2
- 13.2.4.1.3. Administrative Offices 1.2
- 13.2.4.1.4. Auditoriums .68
- 13.2.4.1.5. Gymnasiums .8
- 13.2.4.1.6. Auditorium-Cafeteria .68
- 13.2.4.1.7. Auditorium-Gymnasium .68
- 13.2.4.1.8. Kitchens and Snack Bar .71
- 13.2.4.1.9. Restrooms and Locker Area 1.0
- 13.2.4.1.10. Stairs and landings 1.6
- 13.2.4.1.11. Outside corridors .048
- 13.2.4.1.12. Inside halls .77
- 13.2.4.1.13. Sidewalks .31
- 13.2.4.1.14. Paved areas between buildings .047
- 13.2.4.1.15. Libraries 1.0
- 13.2.4.1.16. Patios .3
- 13.2.4.1.17. Surfaced eating pavilions .48
- 13.2.4.1.18. Teacher rooms 1.2
- 13.2.4.1.19. Stages .68
- 13.2.4.1.20. Workroom and Bookroom 1.2
- 13.2.4.1.21. Art Workroom 1.2
- 13.2.4.1.22. Music Laboratory .68
- 13.2.4.1.23. Teachers' Laboratory and Band 1.2
- 13.2.4.1.24. Shower Room .5
- 13.2.4.1.25. Health Office 1.0
- 13.2.4.1.26. *Formula: Square feet X correction factor = square feet credited toward total workload.

13.3. FINGERPRINTING OF CLASSIFIED EMPLOYEES (AR 4212)

13.3.1. The fingerprint policy will comply and be consistent with the state and federal legislation.

13.4. POWER/UTILITY OUTAGES. AND REPAIRS OR HOT WEATHER – CLASSIFIED (AR 4261.26)

13.4.1. When it is necessary for the District or a public utility to temporarily stop services such as water or power to a District facility, or for the District to close a facility for other reasons, such as extreme heat, employees will be:

13.4.2. Reassigned to an open facility to perform duties assigned by his/her regular supervisor, and/or by the supervisory staff at the open facility; or,

13.4.3. At the employee's option, be allowed to take:

13.4.3.1. Vacation time

13.4.3.2. Personal Business leave

13.4.3.3. Personal Necessity leave.

13.5. UNIFORMS AND DRESS FOR CLASSIFIED EMPLOYEES (AR 4219.22)

13.5.1. The District may require a member of the bargaining unit to wear a distinctive uniform, The cost of the purchase, lease, or rental and maintenance of uniforms, equipment, identification badges, emblems, and cards required by the District shall be borne by the District.

13.5.1.1. For safety consideration the District may require maintenance and custodial employees to wear long or short sleeve shirts and/or long or short pants.

13.5.1.2. No other classes shall be authorized to wear uniforms.

13.5.1.3. Uniforms are to be worn only when employees are performing their assigned duties and to and from work.

13.5.1.4. Upon termination from the District, each employee will be required to turn in to the District all uniforms issued by the District. If an employee does not turn in assigned uniforms, the prorated value of said uniforms may be deducted from his/her final check. The District may require each employee to whom a uniform is issued to authorize at the time of issue, a deduction from the final paycheck. Uniforms shall be valued for replacement purposes on a prorated basis, assuming the life of a uniform to be two (2) years.

13.5.2. To meet safety standards, maintenance and grounds employees will be required to wear appropriate shoes, uniforms, and other safety equipment (bump helmets, safety shoes, goggles,

gloves, protective hearing devices, etc.) as determined by Whittier Union High School District Safety Committee, to be appropriate for the duties and consistent with Federal and Cal-OSHA requirements.

13.5.3. The District will furnish an identification tag with employee's picture to be worn by persons in the following areas:

13.5.3.1. Grounds

13.5.3.2. Maintenance

13.5.3.3. Custodial

13.5.3.4. Warehouse

13.5.3.5. Campus Aides Security

13.5.4. This identification must be attached and worn in a visible place on a shirt, blouse or waistband of pant/skirt.

13.6. USE OF DISTRICT SUPPLIES AND EQUIPMENT (AR 3512)

13.6.1. Classified employees, of necessity to carry out their assigned job functions, must have available various tools and materials and other property provided by the District at their disposal.

13.6.2. The District recognizes its duty to supply these tools, materials and other property and also recognizes that the responsibility for the care and control of these tools, materials and other personal property is best vested in the primary users of these tools and materials.

13.6.3. All supplies and equipment utilized by classified employees shall be requisitioned, used and maintained according to established policy. Personal use of District supplies or equipment is not authorized.

13.6.4. Failure to follow appropriate guidelines for use and handling of equipment may result in discipline.

13.6.5. Personal telephone calls should not be made during working hours except when urgently needed. All long-distance calls must be placed through the District Switchboard Operator.

13.6.6. Board Policy numbers and Administrative Regulation numbers are assumed to include the total policy without enumeration of pages, unless an exemption is specifically agreed upon between the District and CSEA.

14. ARTICLE XIV - GRIEVANCE POLICY [\(TOC\)](#)

14.1. PURPOSE

- 14.1.1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances, which may arise.
- 14.1.2. Nothing contained herein will be construed as limiting the right of any classified employee having a grievance to discuss the matter informally with any appropriate member of the administration. No resolution will be effected contrary to the provisions of this agreement.
- 14.1.3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums, and every effort should be made to expedite the process.

14.2. DEFINITIONS

- 14.2.1. A "Grievance" is a claim by one or more classified employees that there has been a violation, misinterpretation, or misapplication of a provision of this agreement.
- 14.2.2. The Association may file a grievance on behalf of an identified employee or classification.
- 14.2.3. "Grievant" or "Aggrieved Person" is the person or persons making the claim.
- 14.2.4. A "Day" is a regularly scheduled workday for classified employees.
- 14.2.5. The "Supervisor" is the lowest level administrator having immediate jurisdiction over the grievant.
- 14.2.6. "Party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

14.3. GRIEVANCE - INFORMAL

- 14.3.1. 1. The employee with a grievance will first discuss it with the person with whom the grievance exists. He / She may be accompanied, if desired, by a representative of both CSEA and Chapter 42, with the objective of resolving the matter informally.
- 14.3.2. 2. If the grievance is not resolved, the grievant may proceed to the formal procedure by filing a written grievance statement with his/her supervisor within twenty (20) working days following the act or condition, which is the basis of his/her complaint.
- 14.3.3. The grievance statement shall include the following:

- 14.3.3.1. Name of grievant
 - 14.3.3.2. Class/position
 - 14.3.3.3. Department/site location
 - 14.3.3.4. Mailing address
 - 14.3.3.5. A clear statement of the nature of the grievance citing applicable regulations or policies and its coverage within this agreement
 - 14.3.3.6. Date upon which the grievance occurred
 - 14.3.3.7. A proposed solution to the grievance
 - 14.3.3.8. Date of execution of the grievance form
 - 14.3.3.9. Signature of grievant
- 14.3.4. Copies of the grievance statement shall be distributed as follows:
- 14.3.4.1. Person with whom grievance exists
 - 14.3.4.2. Grievant supervisor if different from "A"
 - 14.3.4.3. CSEA Chapter Grievance Committee
 - 14.3.4.4. CSEA Field Representative
 - 14.3.4.5. District personnel Office
 - 14.3.4.6. District Superintendent
- 14.3.5. Upon receipt of the written statement from the grievant, the supervisor shall meet with the grievant within five (5) working days. Grievant may be accompanied by both CSEA and Chapter 42 representative.
- 14.3.6. The supervisor shall respond in writing within five (5) working days after the meeting. Copies of the response shall be sent to all those who were notified of the grievance.
- 14.3.7. If a satisfactory agreement has not been reached, the grievant may request a meeting with the Assistant Superintendent, Personnel Services and/or Personnel Director. Such a request must be made within five (5) working days following receipt of the written response from the supervisor.
- 14.3.8. Within five (5) working days following receipt of the written request to meet, the Assistant Superintendent, Personnel Services and/or the Personnel Director will meet with the grievant and his representative, if the grievant desires one, in an attempt to resolve the grievance. Within three

(3) working days after this meeting, the Assistant Superintendent for Personnel Director shall provide a written response.

14.3.9. If the problem is still not resolved to the grievant satisfaction; CSEA/the grievant may appeal to advisory arbitration. CSEA/the grievant shall inform, in writing, the assistant Superintendent and/or Personnel Director of the intent to appeal, and such appeal must be made within five (5) working days following receipt of the last written response.

14.3.10. Within ten (10) working days after receipt of the appeal, and upon approval of the appeal to arbitration by CSEA, CSEA and the District shall attempt to mutually agree upon an arbitrator to hear the grievance. In the event no mutual agreement is reached, the parties shall contact the State Mediation and Conciliation Service and shall request a list of arbitrators, from which parties shall select an arbitrator. The arbitrator shall promptly schedule a hearing to consider the written grievance, make a thorough inquiry and issue a recommendation as soon as possible after the hearing regarding whether a grievance violation has occurred and, if so, an appropriate remedy. The recommendation of the hearing officer shall be advisory to the Board. The arbitrator's written report and recommendation shall be sent to the grievant, CSEA, and a representative of the District. The cost incurred for the arbitrator shall be shared equally by CSEA and District.

14.3.11. CSEA/the grievant shall be offered the opportunity to address the Board concerning the recommendation of the hearing officer. In order to address the Board, CSEA/the grievant must provide written notice to the Board at least (5) five working days prior to the date of the Board meeting.

14.3.12. The Board shall review the hearing officer's recommendation, and based upon the review of the record, shall issue a final decision.

14.4. GENERAL PROVISIONS

14.4.1. Both CSEA and chapter representative will be entitled to be present at all meetings with the grievant in the course of the formal process if invited in writing by the grievant.

14.4.2. No reprisals of any kind shall be taken by any party to this procedure against any party in interest, any witness, any representative, or any participant in the grievance procedure by reason of such participation.

14.4.3. Forms for filing and processing grievances and other documents necessary under the procedure shall be prepared by the grievance committee and approved by the District and given appropriate distribution so as to facilitate operation of the grievance procedure.

14.4.4. All documents, communications and records dealing with the processing of a grievance shall be kept in a file separate from the personnel file of the participants.

14.4.5. Failure at any step of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed an acceptance of the decision as rendered at the previously reviewed level.

14.4.6. The time limits specified at any level of this procedure may be extended in any specific instance by mutual agreement.

14.4.7. All communications and notices are to be in writing.

14.4.8. The President of CSEA, or in the President's absence, their designee, shall be provided the equivalent of two hours per day for Association business, in addition to released time for six, seven delegates may attend conference and WUHSD will pay all expenses for five delegates, not including food allowance, to attend the annual CSEA Conference for a maximum of five (5) days.

14.4.9. General Maintenance Workers shall be properly trained in repair welding before they are assigned repair-welding duties.

14.4.10. The District and Association agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any matters affecting these or any other subjects not specifically set forth in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or Association at the time they negotiated and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

14.4.11. An employee may apply for a reclassification based on the following criteria:

14.4.11.1. Increased responsibilities (not workloads)

14.4.11.2. Performing additional duties and responsibilities significantly above the job description

14.5. The Reclassification Form Request must be completed and submitted to the Personnel Office by June 30.

- 14.6. A committee consisting of two (2) CSEA appointees and two (2) District appointees shall review all requests and make recommendations to the Superintendent or designee who shall make final decisions about reclassifications to be effective July 1.
- 14.7. Committee shall meet/perform its mission during paid work time.
- 14.8. An employee who submits a Reclassification Form Request may not request another for two years unless job responsibilities have increased pursuant to mutual agreement of CSEA and District.
- 14.9. The CSEA President, in consultation with the Superintendent or designee, will be authorized to use additional time for CSEA business as the need arises. The President is authorized to designate another unit member to utilize the President's allocated time and will communicate the request in advance to the Personnel Office.
- 14.10. No more than two employees from the same department may attend the annual CSEA conference. In the event that there are two employees performing the same function in the same department and there is the potential for hardship to the department, the CSEA President and Superintendent shall discuss and mutually agree to the issue of conference attendance.

15. ARTICLE XV – TRANSPORTATION ARTICLE [\(TOC\)](#)

- 15.1. Regular Driver: A regular driver, as used herein, refers to a regular full time or part time bus driver regularly assigned to one or more routes or assignments.
- 15.2. Substitute Driver: A substitute driver is a driver brought in to cover routes in the event cover drivers cannot provide sufficient coverage for the drivers out on leave. Substitute drivers are not eligible to bid on routes.
- 15.3. Cover Driver: A cover driver is not assigned a regular route and covers routes when required, such as covering when people are on vacation, out sick, or when a vacancy exists. Cover drivers may also cover routes to allow other drivers to accept field trips. Cover drivers are eligible for field trips based on the established rotation.
- 15.4. Seniority: For the purposes of route bidding, starting on August 13, 2018—seniority shall be based on date of hire in classification, with date of certification breaking any tiebreakers.
- 15.4.1. Existing seniority based on certificate date for those grandfathered in, as codified in the MOU-Bidding Process for Bus Driver Routes, shall be honored.
- 15.4.2. For the purposes of a layoff, seniority shall be based on date of hire in the District.
- 15.5. Basic Daily Assignment: Basic daily assignment is the route or combination of routes assigned to a given driver which constitutes the driver's designated regular minimum number of assigned hours per day. Nothing herein shall preclude the District from offering additional hours on an as needed basis for further bus maintenance.
- 15.6. Bid Route: Bid route is a given route assigned to a regular driver. A route begins at the transportation yard. If two or more routes need to be combined, the driver with the most seniority would have preference for the new route.
- 15.7. Routes Subject to Bid: The District shall make all routes available for bid annually before the start of school year and at the start of each summer session, a minimum of 24 hours in advance of the bid process. Permanent drivers shall be permitted to bid with preference for routes for which they meet the certification by seniority order. Drivers on leave will not be permitted to participate in the bidding process and will be assigned work responsibilities upon return to full duty. Bid packages will include a cover sheet with a time summary of route, to include all time divided out by drive time and, service time, listed

separately and totaled at the bottom for easy review. It is understood that drive time and service time may be adjusted in order to meet the needs of the department.

15.7.1. The driver with the greatest seniority shall select his/her route first, and the process shall proceed in descending order until all routes are taken.

15.7.2. Once a route has been bid, it will establish the driver's work time for the year down to the nearest advanced fifteen (15) minutes. If a route becomes shorter, the driver will be assigned work in the Transportation Department to maintain the established time until additional route time becomes available to restore the driver's original bid time. Such assignments may include, but are not limited to, "service time", coverage of routes in case of emergencies such as absenteeism, accidents, vehicle breakdown, or safety conditions. A route may increase in time due to the addition of students.

15.7.3. Drivers may be assigned additional routes to complete their normal workday. Such assignments include, but are not limited to, coverage of routes in emergencies such as absenteeism, accidents, vehicle breakdown, or safety conditions.

15.8. Vacancies: When during a school year, a route with more hours subject to bid becomes vacant, management will review the route and determine if the route is to be refilled or restructured.

15.9. Activity Trip Driving Assignments: During bidding and throughout the year, drivers may sign up for activity trip driving assignments. Drivers may sign up for both weekday and/or weekend activity driving assignment lists. The District shall maintain both a weekday and weekend (M-F = weekday, sat/sun = weekend) lists based on seniority. Activity trips are defined as any return, split, or stay. Takes do not count for the purposes of the activity trip rotation. Drivers stay on the clock following their afternoon route and proceed to their extra trip.

15.9.1. Extra Trips: Extra trips shall be assigned to meet the transportation needs of the users of the District Transportation Department. Such assignments will be made based upon the following criteria:

15.9.1.1. Availability of drivers and buses as related to daily home-to-school-to-home routes and schedules;

15.9.1.2. Efficient utilization of drivers and buses as related to driving assignments which precede and/or follow the extra trip;

- 15.9.1.3. Size and type of equipment necessary to handle trip requirements;
- 15.9.1.4. Driving competency;
- 15.9.1.5. Driver knowledge and experience of geographic areas, traffic and safety conditions, group behaviors, and special considerations unique to a specific trip request.
- 15.9.1.6. If all relevant criteria from the above list are equal, District seniority as a bus driver shall be the determining factor.

15.9.2. Activity Trip Transparency: Activity Trip Assignments shall be prominently posted as early as practicable on a daily basis. Additionally, on a monthly basis, the District shall prominently post, and email to the CSEA President or designee and VP of Transportation, an analysis of the activity trip hours assigned year to date for each driver who has opted to work activity trips.

15.10. Extra Time: Extra work other than extra trips shall be assigned as equally as practicable based on seniority of available drivers. Examples of extra work include, but are not limited to, interior bus detailing, seat repair of buses, washing of buses, waxing of buses and bus fueling. If circumstances require, the District may assign any available driver.

15.10.1. Extra work for mechanics, dispatchers, and clerks shall be assigned as equally as practicable based on seniority.

15.11. Service Time: Time required to complete minimum guaranteed/contracted hours. Service time will be established and assigned to each route prior to bidding.

15.11.1. On regular work days when a driver has no home-to-school routes and/or no extra trip assignments, he/she will have non-driving assignments to complete. Assignments will be made by the Supervisor from among the typical duties and responsibilities listed in the job description and/or in any lower transportation job classification. Each driver shall be assigned time within the normal workday to perform a pre-trip inspection on his/her assigned bus, paperwork, and perform bus clean up at the end of his/her last route or trip that day. Pre-trip inspections are required one time per day by each driver for every bus driven.

15.11.2. Bus drivers who are assigned to remain on standby time between home-to-school routes or during an extra trip, shall be paid for that time at their regular rate of pay.

Whenever any combination of assigned hours in a day exceeds eight hours, the excess hours shall be compensated at the appropriate overtime rate.

15.11.3. The District will provide, within the employees' work year, ten (10) hours of training annually or as otherwise specified by the California Education Code Section 40085-Certificate Renewal in order for the employee to continue his/her employment as a District bus driver. All newly hired drivers shall have the least restrictions on their license as possible. If a driver is hired without a Type I vehicle certification, the driver will be responsible to upgrade to a Type I vehicle certification during his/her six-month probationary period. Bus drivers shall maintain proficiency in both Type I and Type II school buses. Drivers are responsible for maintaining all certifications. If a driver allows his/her medical certificate, driver's license, first aid card, or Type I or Type II proficiency to expire, his/her School Bus Certificate becomes invalid. Bus drivers will be responsible for having knowledge of all laws pertaining to motor vehicles.

15.12. Bus Driver Assignments: At the beginning of each school year all school bus drivers shall be provided with at least six (6) hours of paid in-service and/or orientation.

15.13. The District shall provide twenty-four (24) hours of advanced notice for all activity trips. If a driver is offered a same-day trip and it is declined, they will not be skipped during the rotation.

15.14. A driver reporting to the District for a weekend/holiday/recess which is ~~canceled~~ **CANCELED** without notice shall receive three (3) hours of straight pay or pay for hours worked, whichever is greater. For weekday and weekend trips, if a driver arrives at a pick-up location, and the trip is then ~~canceled~~ **CANCELED**, the driver will receive three (3) hours of straight pay, or drive time, whichever is greater. If a driver's weekday or weekend trip is ~~canceled~~ **CANCELED** before the driver leaves the yard, they will be assigned the next available trip. A driver paid for a ~~canceled~~ **CANCELED** trip will be considered to have taken the trip for the purpose of the list rotation.

15.15. A mechanic reporting to the District for an unscheduled emergency weekend/holiday/recess call shall receive four (4) hours of straight pay or pay for hours worked, whichever is greater. A mechanic called back to the District in an emergency shall receive four (4) hours pay or pay for hours worked, whichever is greater.

- 15.16. Drivers on activity trips who are required to remain at the venue for the duration of the event for which the trip is made shall be paid for all hours at the appropriate rate of pay. Fifteen (15) minutes shall be assigned at the end of such trips for the purpose of cleaning the bus, fueling the bus, and paperwork.
- 15.17. If a route/trip requires an overnight stay, the District shall be relieved of the obligation of payment for the hours between the time the driver is relieved of duties for the evening and the time the driver resumes his/her regular duties the following morning. Such drivers shall be reimbursed for expenses in accordance with applicable District policies.
- 15.18. Staff meetings shall be held for purposes of conducting in-service training, safety training, policy development and discussion, and such other matters as the District determines. These meetings shall be in a paid status, however, extra duty/overtime for these meetings must be preapproved. The time between the end of a scheduled bus route or assigned service time and the start of a meeting is in duty-free unpaid status. An employee shall not be required to attend a staff meeting during unpaid time.
- 15.19. Any District meetings whereby a driver attains hours for his/her renewal, as required by the State of California, shall be in a paid status up to the minimum number of such hours required annually.
- 15.20. Time between Routes: Drivers shall be in paid status while working routes and/or trips with a built-in layover, meaning there is not enough time as determined by management between the morning and afternoon route to return to the transportation facility.
- 15.21. Duty-free lunch: A minimum of a thirty (30) minute duty-free meal period shall be provided to all drivers who work at least six (6) consecutive hours. When a driver is on a split-shift assignment and it is required for the driver to be on duty after six (6) consecutive hours , the driver will not be required to take a second non compensated duty-free meal period.
- 15.22. Uniform:
- 15.22.1. At the start of each school year, every bus driver shall be provided with:
- 15.22.1.1.5 standard shirts
 - 15.22.1.2.Windbreaker (Every other Year)
 - 15.22.1.3.Heavy jacket (Every other Year)
 - 15.22.1.4.Lost or damaged driver uniforms shall be replaced at the employee's expense.
- 15.22.2. At the start of each school year, every mechanic shall be provided with:

15.22.2.1. Two weeks' worth of uniforms

15.22.2.2. Boots or a \$275 voucher for boots of employee's choice.

15.22.2.3. Safety equipment

15.22.2.4. Raingear

15.22.2.5. 2 jackets

15.22.2.5.1. Damaged mechanics uniforms shall be repaired or replaced within one (1) month.

15.22.3. If uniforms or protective clothing are required for any Unit employee, the cost of purchase, lease, rental, or replacement of such clothing, equipment, identification badges, emblems, and cards shall be borne by the District.

15.23. Transportation Department Policy Handbook

15.23.1. All department members shall be provided a copy of the transportation policy handbook at the beginning of each year.

15.23.2. New transportation department policies, subject to negotiations with CSEA, must be provided in writing to all transportation department employees 7 days in advance of becoming effective, and may require training on the new policy during the next scheduled transportation meeting.

15.24. Work Calendar (10 Month Drivers)

15.24.1. Bus Drivers are to report to work for all District contracted work days as determined by the 10 month hourly classified work calendar.

15.24.2. In addition to the regularly contracted work days, Bus Drivers who support partner district routes on non-District work days will report to work to cover their regularly scheduled route. In this situation, drivers will be given the option to work "drive time" only or work their full contracted hours.

15.24.3. The base work calendar for Bus Drivers will be expanded seven (7) days in order to include training days. The additional days will be scheduled for the seven (7) days, excluding weekends and holidays, immediately preceding the first classified hourly work day as determined by the District 10 month hourly classified work calendar.

15.24.4. Bus Drivers shall receive the holiday rate of pay for working on District holidays. For example, if a driver works Good Friday, a District holiday, they shall receive the holiday rate of pay for working that day.

16. ARTICLE XVI – NEW EMPLOYEE ORIENTATION [\(TOC\)](#)

16.1. DISTRICT NOTICE TO CSEA OF NEW HIRES

16.1.1. The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail. Please include the following information: full legal name, date of hire, classification, and site

16.2. EMPLOYEE INFORMATION

16.2.1. “Newly hired employee” or new “new hire” means any employee, whether permanent, full time, part time, hired by the District and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for this agreement only, the “date of hire” is the date upon which the employees, employee status changed such that the employee was placed in the CSEA unit.

16.2.2. The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

- 16.2.2.1. First Name;
- 16.2.2.2. Middle Initial;
- 16.2.2.3. Last Name;
- 16.2.2.4. Suffix (e.g. Jr., III)
- 16.2.2.5. Job Title/Classification;
- 16.2.2.6. Department;
- 16.2.2.7. Primary work site name;
- 16.2.2.8. Work telephone number;
- 16.2.2.9. Home Street address (incl. apartment #)
- 16.2.2.10. City
- 16.2.2.11. State
- 16.2.2.12. ZIP Code (5 or 9 digits);
- 16.2.2.13. Home telephone number (10 digits)

- 16.2.2.14. Personal cellular telephone number (10 digits);
- 16.2.2.15. Personal email address of the employee;
- 16.2.2.16. Last four numbers of the social security number;
- 16.2.2.17. Birth date;
- 16.2.2.18. Employee ID;
- 16.2.2.19. CalPERS status;
- 16.2.2.20. Hire date.

16.2.2.20.1. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

16.2.3. Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

- 16.2.3.1. First Name;
- 16.2.3.2. Middle Initial;
- 16.2.3.3. Last Name;
- 16.2.3.4. Suffix (e.g. Jr., III)
- 16.2.3.5. Job Title/Classification;
- 16.2.3.6. Department;
- 16.2.3.7. Primary work site name
- 16.2.3.8. Work telephone number;
- 16.2.3.9. Home Street address (incl. apartment #)
- 16.2.3.10. City
- 16.2.3.11. State
- 16.2.3.12. ZIP Code (5 or 9 digits);
- 16.2.3.13. Home telephone number (10 digits)
- 16.2.3.14. Personal cellular telephone number (10 digits);
- 16.2.3.15. Personal email address of the employee;

16.2.3.16. Last four numbers of the social security number;

16.2.3.17. Birth date;

16.2.3.18. Employee ID;

16.2.3.19. CalPERS status;

16.2.3.20. Hire date.

16.3. NEW EMPLOYEE ORIENTATION

16.3.1. "New employee orientation" means the onboarding of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other-related matters.

16.3.2. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall not receive not less than ten (10) days' notice in advance of an orientation except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the Districts operations that was not reasonably foreseeable.

16.3.2.1. In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for two (2) CSEA representative, including the Chapter President or designee to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

16.3.2.2. In the event the District conduct one-on-one orientations with new employees, CSEA shall have fifteen (15) minutes of paid release for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation.

16.3.3. The District shall include the CSEA membership application and a CSEA provided link for an electronic application in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide copies of the CSEA membership application to the District for distribution.

16.3.4. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

16.3.5. The District shall conduct the New Employee Orientation during the “First Day” meeting at the beginning of the school year, and on the minimum day at the end of the first, and second semesters.

16.3.6. The District will also provide all new employees a viewing of the Chapter Presidents welcome video during their onboarding process.

16.3.7. During CSEA’s orientation, no District manager or supervisor or non-unit employee shall be present.

~~16.4. ——— DURATION~~

~~16.4.1. This agreement shall become effective July 1, 2017, and shall continue in effect up to and including June 30, 2020, and renew automatically in three (3) year terms if not reopened in writing by either party prior to renewal.~~

17. ARTICLE XVII - DURATION [\(TOC\)](#)

Effect:

The term of the Collective Bargaining Agreement (CBA) shall be from July 1, 2021 through June 30, 2024. The 2021-2024 successor agreement shall become binding upon ratification by the Board of Trustees and CSEA.

Within sixty (60) days of signature, the Parties agree to meet and review the updated CBA for posting purposes.

Posting:

The District shall post the CBA on the District website. Additionally, the District shall provide a written copy of the CBA to any classified employee upon request.

Reopeners:

The District and CSEA may reopen negotiations for the 2022/23 and 2023/24 years on Wages Article, plus three articles selected by each party. For the 2022/2023 year, the parties agree in addition to the three articles SELECTED BY EACH PARTY, to reopen the Transportation Article, VACATION ARTICLE, and LEAVE ARTICLE.

Signed and entered into this date of January 26, 2022

Art Siegrist, President, CSEA Chapter 42

Ann Fitzgerald, Associate Superintendent Personnel

Martin Plourde, Superintendent

Dr. Russell Castañeda-Calleros, Board President

SALARY SCHEDULE X

EFFECTIVE JULY 1, 2018

**WHITTIER UNION HIGH SCHOOL DISTRICT
(CSEA) CLASSIFIED SALARY SCHEDULE (X)**

BOARD APPROVED APRIL 9, 2019

JOB TITLE	RANGE
Childcare Aide	103
Nutrition Services Assistant I	
Campus Aide	105
Nutrition Services Assistant II	
Attendance Assistant	106
Office Assistant	
Instr. Assist.-Bilingual	108
Instr. Assist.-Special Education	
Instr. Vocational Specialist	
Instructional Assistant I	
Nutrition Services Team Leader-Snack Bar	
Receptionist	
Administrative Clerk (10 & 12 months)	109
Campus Security Associate	
Instructional Computing Assistant	
Instructional Health Assistant	
Accounting Clerk	110
Assessment Technician	
Custodian	
Health Services Clerk	
Landscape & Grounds Specialist	
Student Services Assistant	
Administrative Clerk-Senior (10 & 12 months)	111
Braille Transcriber	
Bus Driver	
Campus Safety Associate	
Child Development Teacher	
Curriculum/Textbook Specialist	
Maintenance Custodian	
Nutrition Services Production Supervisor	
Warehousing & Distribution Specialist	
Accompanist **	112
Accounting Clerk-Senior	
Accounting Specialist-Student Accounts	
College & Career Advising Specialist	
Custodian - Lead	
English Learners Data Specialist	
Landscape & Grounds Specialist-Senior	
Storekeeper FS	

SALARY SCHEDULE X

EFFECTIVE JULY 1, 2018

**WHITTIER UNION HIGH SCHOOL DISTRICT
(CSEA) CLASSIFIED SALARY SCHEDULE (X)**

BOARD APPROVED APRIL 9, 2019

JOB TITLE	RANGE
Childcare Aide	103
Nutrition Services Assistant I	
Campus Aide	105
Nutrition Services Assistant II	
Attendance Assistant	106
Office Assistant	
Instr. Assist.-Bilingual	108
Instr. Assist.-Special Education	
Instr. Vocational Specialist	
Instructional Assistant I	
Nutrition Services Team Leader-Snack Bar	
Receptionist	
Administrative Clerk (10 & 12 months)	109
Campus Security Associate	
Instructional Computing Assistant	
Instructional Health Assistant	
Accounting Clerk	110
Assessment Technician	
Custodian	
Health Services Clerk	
Landscape & Grounds Specialist	
Student Services Assistant	
Administrative Clerk-Senior (10 & 12 months)	111
Braille Transcriber	
Bus Driver	
Campus Safety Associate	
Child Development Teacher	
Curriculum/Textbook Specialist	
Maintenance Custodian	
Nutrition Services Production Supervisor	
Warehousing & Distribution Specialist	
Accompanist **	112
Accounting Clerk-Senior	
Accounting Specialist-Student Accounts	
College & Career Advising Specialist	
Custodian - Lead	
English Learners Data Specialist	
Landscape & Grounds Specialist-Senior	
Storekeeper FS	

SALARY SCHEDULE X

**WHITTIER UNION HIGH SCHOOL DISTRICT
(CSEA) CLASSIFIED SALARY SCHEDULE (X)**

EFFECTIVE JULY 1, 2018

BOARD APPROVED APRIL 9, 2019

JOB TITLE	RANGE
Administrative Secretary-Facilities	113
Assessment & Account Technician	
Bus Driver-Delegated Trainer	
Cover Bus Driver	
Document Publishing Specialist	
I.T. Help Desk Technician	
I.T. Workstation Specialist	
Lead Landscape & Grounds Specialist	
LVN Instructional Assistant	
LVN Vocational Specialist	
Maintenance Logistics Assistant	
Nutrition Services Site Manager	
Interpreter/Translator	114
Maintenance Technician	
Registration & Student Data Specialist	
Student Engagement Specialist	
Accounting Specialist-Food Services	115
Bus Driver Instructor	
Child Development Team Leader	
Job Development Specialist	
Nutrition Services Operations Supervisor	
Office Manager I	
Office Manager-Adult School	
Office Manager-Alternative School	
Payroll Technician	
Speech Language Therapy Assistant	
Stadium Maintenance Technician	
Student Activities Specialist	
Student Data Specialist	
Accounting Technician	116
Buyer	
Campus Operations Supervisor	
Dispatcher	
Scheduler/Router Transportation	
Testing & Research Assistant	
Accounting Technician-Senior	117
It User Support Technician	
Locksmith	
Maintenance Specialist-Welder	
Office Manager-Comprehensive High School	
Vocational Planning Technician	

SALARY SCHEDULE X

**WHITTIER UNION HIGH SCHOOL DISTRICT
(CSEA) CLASSIFIED SALARY SCHEDULE (X)**

EFFECTIVE JULY 1, 2018 BOARD APPROVED APRIL 9, 2019

JOB TITLE	RANGE
Maintenance Specialist-Carpenter	118
Vehicle Mechanic	
I.T. Applications Specialist	119
Lead Vehicle Mechanic	
Maintenance Specialist-Electrician	120
Maintenance Specialist-HVAC	
Maintenance Specialist-Plumber	
Auditorium Coordinator	122
Accountant-Senior	123
Education Technology Specialist	
Network Systems Analyst	

*(Non-CSEA/temporary position)

EDUCATION ENHANCEMENT STIPEND:

BA/BS Degree: \$849.80 annual **

**CSEA members employed for less than a 27.5 hour work week shall receive the prorated amount based on a 27.5 work week.

SALARY SCHEDULE X

EFFECTIVE JULY 1, 2021

WHITTIER UNION HIGH SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE (X)

BOARD APPROVED FEBRUARY 22, 2022

RANGE/STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
101	15.09 2,617.50 31,406	15.71 2,721.55 32,662	16.34 2,831.02 33,968	16.98 2,943.74 35,328	17.67 3,061.87 36,741	18.20 3,154.01 37,843	18.74 3,248.30 38,978	19.30 3,345.85 40,147	19.68 3,413.04 40,951	19.99 3,463.99 41,565	20.28 3,516.01 42,188	20.28 3,516.01 42,188	20.59 3,568.03 42,821	20.59 3,568.03 42,821	20.89 3,622.23 43,463
102	15.61 2,707.46 32,482	16.25 2,814.76 33,782	16.89 2,927.48 35,134	17.58 3,044.53 36,539	18.27 3,167.02 38,000	18.82 3,261.30 39,141	19.38 3,359.94 40,314	19.96 3,460.73 41,524	20.36 3,530.10 42,354	20.67 3,582.12 42,990	20.99 3,636.32 43,634	20.99 3,636.32 43,634	21.30 3,690.51 44,289	21.30 3,690.51 44,289	21.61 3,745.79 44,953
103	16.17 2,801.75 33,615	16.81 2,913.39 34,959	17.48 3,029.36 36,358	18.18 3,150.76 37,812	18.90 3,277.56 39,325	19.47 3,375.11 40,504	20.07 3,476.99 41,719	20.66 3,581.04 42,971	21.07 3,652.58 43,830	21.38 3,707.85 44,488	21.71 3,763.13 45,156	21.71 3,763.13 45,156	22.04 3,819.49 45,832	22.04 3,819.49 45,832	22.37 3,876.93 46,521
104	16.74 2,900.38 34,802	17.41 3,016.36 36,195	18.11 3,136.67 37,642	18.83 3,262.39 39,148	19.58 3,392.46 40,713	20.16 3,494.33 41,935	20.77 3,599.46 43,193	21.38 3,707.85 44,489	21.82 3,781.55 45,378	22.14 3,837.91 46,060	22.48 3,895.36 46,750	22.48 3,895.36 46,750	22.81 3,953.89 47,452	22.81 3,953.89 47,452	23.15 4,013.50 48,164
105	17.33 3,003.35 36,044	18.02 3,123.66 37,487	18.74 3,249.39 38,986	19.50 3,378.36 40,545	20.27 3,513.85 42,167	20.88 3,618.98 43,433	21.51 3,728.44 44,735	22.15 3,840.08 46,077	22.60 3,917.04 46,998	22.94 3,975.56 47,704	23.28 4,035.18 48,419	23.28 4,035.18 48,419	23.63 4,095.87 49,146	23.63 4,095.87 49,146	23.99 4,156.57 49,883
106	17.97 3,113.90 37,370	18.69 3,238.54 38,864	19.43 3,368.61 40,420	20.21 3,503.00 42,036	21.02 3,642.82 43,718	21.65 3,752.29 45,029	22.29 3,865.01 46,380	22.97 3,980.98 47,771	23.43 4,060.11 48,727	23.78 4,121.88 49,458	24.14 4,183.66 50,199	24.14 4,183.66 50,199	24.50 4,246.53 50,952	24.50 4,246.53 50,952	24.87 4,309.39 51,716
107	18.64 3,228.79 38,750	19.38 3,358.85 40,300	20.15 3,493.25 41,912	20.97 3,631.98 43,589	21.79 3,777.22 45,333	22.45 3,891.03 46,693	23.12 4,008.08 48,093	23.81 4,128.38 49,536	24.29 4,210.76 50,526	24.66 4,273.62 51,285	25.03 4,337.57 52,054	25.03 4,337.57 52,054	25.41 4,402.60 52,835	25.41 4,402.60 52,835	25.79 4,468.72 53,627
108	19.33 3,351.26 40,214	20.11 3,485.66 41,822	20.90 3,624.39 43,495	21.75 3,769.64 45,235	22.62 3,920.28 47,044	23.29 4,038.43 48,455	24.00 4,158.73 49,910	24.71 4,284.46 51,407	25.21 4,370.08 52,435	25.59 4,435.11 53,221	25.97 4,501.23 54,020	25.97 4,501.23 54,020	26.36 4,569.51 54,830	26.36 4,569.51 54,830	26.77 4,637.80 55,652
109	20.08 3,480.25 41,760	20.87 3,618.98 43,430	21.72 3,764.21 45,168	22.59 3,914.87 46,975	23.49 4,070.94 48,553	24.19 4,193.41 50,318	24.92 4,319.14 51,828	25.66 4,448.12 53,383	26.17 4,538.08 54,451	26.57 4,605.28 55,267	26.97 4,674.64 56,096	26.97 4,674.64 56,096	27.38 4,745.10 56,938	27.38 4,745.10 56,938	27.79 4,815.55 57,793
110	20.86 3,615.72 43,389	21.70 3,759.87 45,125	22.57 3,910.53 46,929	23.47 4,067.69 48,806	24.41 4,230.27 50,758	25.13 4,357.08 52,281	25.90 4,487.14 53,851	26.66 4,622.62 55,466	27.21 4,714.75 56,575	27.60 4,785.20 57,424	28.02 4,856.73 58,285	28.02 4,856.73 58,285	28.44 4,930.43 59,159	28.44 4,930.43 59,159	28.87 5,004.13 60,047
111	21.69 3,758.79 45,101	22.56 3,908.37 46,904	23.46 4,065.52 48,781	24.39 4,228.10 50,732	25.37 4,397.18 52,761	26.13 4,528.33 54,345	26.91 4,664.89 55,975	27.72 4,804.70 57,654	28.28 4,900.08 58,807	28.71 4,973.79 59,689	29.13 5,048.58 60,585	29.13 5,048.58 60,585	29.56 5,124.44 61,493	29.56 5,124.44 61,493	30.10 5,201.40 62,415
112	22.56 3,910.53 46,923	23.47 4,066.61 48,800	24.40 4,229.19 50,752	25.38 4,398.27 52,782	26.39 4,574.93 54,893	27.18 4,711.50 56,540	28.00 4,853.49 58,236	28.84 4,998.72 59,983	29.42 5,098.43 61,183	29.86 5,175.39 62,101	30.31 5,252.34 63,032	30.31 5,252.34 63,032	30.76 5,331.46 63,978	30.76 5,331.46 63,978	31.22 5,411.66 64,937
113	23.48 4,068.78 48,828	24.42 4,231.35 50,781	25.40 4,401.51 52,812	26.41 4,577.10 54,925	27.47 4,760.27 57,122	28.29 4,903.34 58,835	29.14 5,049.66 60,601	30.01 5,201.40 62,418	30.61 5,305.45 63,667	31.08 5,385.65 64,622	31.54 5,465.86 65,592	31.54 5,465.86 65,592	32.00 5,548.23 66,575	32.00 5,548.23 66,575	32.48 5,631.69 67,574
114	24.44 4,236.77 50,844	25.43 4,406.94 52,877	26.44 4,582.52 54,992	27.50 4,765.69 57,192	28.59 4,956.44 59,480	29.46 5,104.94 61,264	30.34 5,258.84 63,102	31.25 5,416.00 64,995	31.87 5,524.38 66,295	32.35 5,607.85 67,289	32.84 5,691.30 68,299	32.84 5,691.30 68,299	33.33 5,776.93 69,324	33.33 5,776.93 69,324	33.83 5,863.63 70,363
115	25.47 4,414.52 52,969	26.49 4,591.19 55,088	27.54 4,774.36 57,292	28.65 4,965.11 59,583	29.80 5,163.46 61,966	30.69 5,318.46 63,826	31.61 5,478.86 65,740	32.56 5,642.53 67,713	33.21 5,755.25 69,067	33.71 5,841.96 70,103	34.21 5,929.75 71,155	34.21 5,929.75 71,155	34.73 6,018.62 72,222	34.73 6,018.62 72,222	35.25 6,108.58 73,306

EDUCATION ENHANCEMENT STIPEND: BA / BS DEGREE: \$849.80

SALARY SCHEDULE X

EFFECTIVE JULY 1, 2021

WHITTIER UNION HIGH SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE (X)

BOARD APPROVED FEBRUARY 22, 2022

RANGE/STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
116	26.54 4,600.94 55,205	27.60 4,784.12 57,414	28.72 4,975.96 59,711	29.86 5,175.39 62,100	31.06 5,382.40 64,583	31.98 5,543.90 66,521	32.93 5,709.72 68,516	33.92 5,880.98 70,572	34.61 5,999.11 71,983	35.13 6,089.08 73,063	35.66 6,180.12 74,159	35.66 6,180.12 74,159	36.19 6,272.24 75,272	36.19 6,272.24 75,272	36.73 6,366.54 76,400
117	27.69 4,798.21 57,580	28.79 4,990.05 59,883	29.95 5,189.47 62,279	31.14 5,397.57 64,770	32.38 5,613.26 67,361	33.36 5,782.34 69,382	34.36 5,955.76 71,463	35.39 6,133.51 73,607	36.09 6,257.06 75,079	36.63 6,350.28 76,206	37.19 6,445.66 77,348	37.19 6,445.66 77,348	37.74 6,542.12 78,509	37.74 6,542.12 78,509	38.32 6,640.75 79,686
118	28.90 5,007.39 60,092	30.04 5,207.90 62,496	31.25 5,416.00 64,997	32.50 5,632.77 67,596	33.79 5,858.21 70,300	34.81 6,033.80 72,409	35.85 6,214.80 74,581	36.94 6,401.22 76,820	37.67 6,530.19 78,355	38.23 6,627.75 79,531	38.82 6,727.46 80,724	38.82 6,727.46 80,724	39.39 6,828.26 81,934	39.39 6,828.26 81,934	39.98 6,930.14 83,163
119	30.17 5,228.49 62,744	31.37 5,437.67 65,254	32.63 5,655.54 67,864	33.93 5,882.06 70,578	35.29 6,117.25 73,401	36.36 6,300.42 75,603	37.44 6,489.01 77,871	38.56 6,684.11 80,208	39.34 6,817.42 81,812	39.92 6,920.38 83,039	40.52 7,023.35 84,284	40.52 7,023.35 84,284	41.13 7,129.57 85,549	41.13 7,129.57 85,549	41.75 7,235.78 86,832
120	31.50 5,461.52 65,532	32.77 5,679.37 68,153	34.08 5,906.99 70,880	35.45 6,143.26 73,714	36.87 6,388.22 76,663	37.97 6,580.06 78,963	39.10 6,777.31 81,333	40.28 6,981.08 83,772	41.08 7,120.90 85,448	41.70 7,227.11 86,729	42.33 7,335.50 88,030	42.33 7,335.50 88,030	42.95 7,446.06 89,351	42.95 7,446.06 89,351	43.61 7,557.68 90,691
121	32.91 5,705.39 68,459	34.23 5,933.00 71,551	35.60 6,170.36 74,045	37.03 6,417.47 77,007	38.50 6,674.35 80,087	39.66 6,873.78 82,490	40.85 7,080.79 84,965	42.07 7,293.22 87,514	42.92 7,438.47 89,264	43.56 7,550.10 90,603	44.21 7,663.91 91,962	44.21 7,663.91 91,962	44.87 7,778.79 93,342	44.87 7,778.79 93,342	45.56 7,894.76 94,741
122	34.40 5,962.26 71,551	35.78 6,200.70 74,413	37.21 6,448.91 77,390	38.69 6,706.86 80,485	40.25 6,975.66 83,705	41.45 7,184.84 86,215	42.70 7,400.53 88,803	43.97 7,622.71 91,467	44.85 7,774.45 93,296	45.53 7,891.51 94,695	46.21 8,009.66 96,115	46.21 8,009.66 96,115	46.89 8,129.96 97,558	46.89 8,129.96 97,558	47.61 8,251.35 99,021
123	35.97 6,234.31 74,809	37.41 6,483.60 77,802	38.90 6,742.63 80,913	40.46 7,012.52 84,150	42.07 7,293.22 87,516	43.33 7,512.17 90,141	44.64 7,737.61 92,846	45.97 7,969.55 95,631	46.89 8,128.88 97,544	47.61 8,250.27 99,007	48.32 8,374.91 100,492	48.32 8,374.91 100,492	49.04 8,499.56 102,000	49.04 8,499.56 102,000	49.77 8,627.45 103,530
124	37.62 6,521.52 78,260	39.13 6,782.74 81,391	40.70 7,053.70 84,646	42.33 7,336.58 88,032	44.01 7,629.22 91,553	45.34 7,857.92 94,300	46.69 8,094.19 97,130	48.10 8,336.97 100,043	49.06 8,503.89 102,044	49.79 8,631.78 103,574	50.54 8,760.76 105,129	50.54 8,760.76 105,129	51.30 8,891.91 106,706	51.30 8,891.91 106,706	52.07 9,025.22 108,305
125	39.38 6,825.00 81,905	40.95 7,098.13 85,181	42.59 7,382.11 88,588	44.30 7,677.99 92,132	46.07 7,984.73 95,817	47.46 8,224.25 98,692	48.88 8,471.37 101,653	50.34 8,725.00 104,703	51.35 8,899.50 106,797	52.11 9,032.81 108,399	52.89 9,168.29 110,024	52.89 9,168.29 110,024	53.70 9,305.94 111,674	53.70 9,305.94 111,674	54.50 9,445.76 113,350
126	41.22 7,144.74 85,743	42.87 7,430.88 89,172	44.59 7,727.86 92,739	46.36 8,037.83 96,449	48.22 8,358.65 100,307	49.67 8,610.10 103,316	51.16 8,868.07 106,415	52.69 9,133.61 109,608	53.75 9,316.78 111,801	54.56 9,456.59 113,478	55.37 9,598.58 115,179	55.37 9,598.58 115,179	56.21 9,742.73 116,907	56.21 9,742.73 116,907	57.05 9,887.97 118,660
127	50.74 8,796.53 105,553	52.78 9,147.69 109,776	54.89 9,514.04 114,167	57.09 9,894.46 118,733	59.36 10,290.08 123,483	61.15 10,598.97 127,187	62.99 10,916.54 131,003	64.87 11,244.95 134,933	66.17 11,469.31 137,632	67.16 11,641.63 139,697	68.18 11,816.14 141,792	68.18 11,816.14 141,792	69.20 11,992.80 143,919	69.20 11,992.80 143,919	70.24 12,172.72 146,078
128	53.18 9,218.14 110,622	55.31 9,587.74 115,047	57.52 9,970.34 119,648	59.83 10,369.20 124,434	62.21 10,784.31 129,412	64.09 11,108.38 133,295	66.01 11,441.12 137,293	67.99 11,784.70 141,412	69.35 12,019.90 144,240	70.38 12,199.82 146,404	71.44 12,382.98 148,600	71.44 12,382.98 148,600	72.52 12,569.41 150,829	72.52 12,569.41 150,829	73.61 12,758.00 153,091
129	55.75 9,662.53 115,951	57.97 10,049.46 120,589	60.29 10,451.57 125,413	62.71 10,858.02 130,429	65.21 11,303.47 135,647	67.16 11,642.72 139,715	69.19 11,992.80 143,908	71.26 12,351.56 148,225	72.68 12,598.67 151,189	73.78 12,788.35 153,457	74.89 12,980.19 155,759	74.89 12,980.19 155,759	76.01 13,174.20 158,095	76.01 13,174.20 158,095	77.15 13,372.55 160,467

EDUCATION ENHANCEMENT STIPEND: BA / BS DEGREE: \$849.80

GRIEVANCE FORMS



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #42

GRIEVANCE FORM

Instructions: First discuss it with the person with whom the grievance exists. If the grievance is not resolved, the grievant may proceed by filing this Grievance form with his/her supervisor within twenty (20) working days following the act or condition.

Initiation of formal Grievance

Grievant: _____ Department: _____

Job Title: _____ Work Location: _____ Phone Ext. _____

Date of incident or discovery: _____ Alleged articles violated: _____

State the circumstances giving rise to the grievance:

Remedy Sought:

Grievant Signature _____ Date: _____

Grievant Mailing Address: _____

This Grievance Form complies with the Chapter 42 C.S.E.A. Contract Master Agreement, Article XIV – Grievance Policy and the information it shall include.

5/2020

GRIEVANCE FORMS



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #42

California School Employees Association Personnel File Review Authorization Form

I, _____ (employee name), have authorized a representative of the California School Employees Association to act on my behalf, as a representative, in a matter and now and before the Association.

I hereby further authorize that a representative access my personnel file and work location/site file, as well as any other files, or documents, without my presence to review those records, to extract information pertinent to this matter.

Signature _____ Date _____

Email _____ Employee ID Number _____
Address _____

Classification _____ Work Location _____

This Grievance Form complies with the Chapter 42 C.S.E.A. Contract Master Agreement, Article XIV – Grievance Policy and the information it shall include.
5/2020

SUMMER SCHOOL SELECTION PRACTICE

10 MONTH CLASSIFIED EMPLOYEES

1. The District shall determine the summer school classified staffing based on the instructional needs of the program. The number of positions and job classifications may vary each summer.
2. **ALL 10-MONTH EMPLOYEES MAY APPLY FOR ANY POSITION AT ANY LOCATION FOR WHICH THEY ARE QUALIFIED.** “Qualified” for this purpose is defined as currently serving in the same classification in the Whittier Union High School District or having previously served in the same classification in the Whittier Union High School District. All applicants currently serving in positions shall be considered before applicants having previously served in the classification.
3. Employee must complete a summer school application and return it to the Personnel Office by the designated deadline date in order to be eligible for consideration for summer employment. Late applications will not be considered until all applicants adhering to deadlines have been considered.
4. The Director, Personnel Services shall make summer school employment selection for all job classifications. Factors to be considered in the selection decisions shall be:
 - 4.1. Acceptable attendance in the two previous summer sessions. “Acceptable Attendance” means an employee has missed no more than two (2) days during the previous two summer sessions. Employees working supplemental summer school may utilize the one (1) day of paid leave they would earn if they fulfilled their entire supplemental summer assignment and one (1) day of unpaid Personal Business (PB). If no summer school work history exists for the previous two summers, employee attendance in the two previous school years shall be reviewed.
 - 4.2. Satisfactory annual performance evaluations. Any person receiving an unsatisfactory annual performance evaluation or any person currently in a 30-day special evaluation track shall not be offered summer school employment.
 - 4.3. Priority for filling position in accordance with above criteria shall be as follows:
 - 4.3.1. Employees working at site with seniority in classification.
 - 4.3.2. Employees with seniority in classification who do not work at site.
 - 4.3.3. Employees who are qualified for position but do not possess seniority in classification.
 - 4.3.4. Outside applicants
 - 4.3.4.1. **Exceptions to the above:**
 - 4.3.4.1.1. Instructional Aides (Special Education and Specialized Health) who, if application is received by deadline, have priority to working with the same student as during the

school year when assignment is a one-on-one or Specialized Health need, regardless of seniority.

4.3.4.1.2. Instructional Aides for summer remedial Algebra classes must pass a Math test for consideration and then seniority applies.

4.3.4.1.3. The summer school site administrator shall notify employees of summer school assignments by May 1. Employees not selected for summer school assignments will be notified by the Personnel Office by the end of the first week of May 15 and will be offered the opportunity to serve as a substitute in their respective capacity during the summer session.

5. In the event no one applies for a specific summer assignment, the summer school site administrator shall consider the established summer substitute list (referenced in CSEA MASTER AGREEMENT APPENDIX 17.5, SECTION 4.3.4.1.4) to fill the vacancy.

BENEFITS INFORMATION



RESOURCES AND CONTACTS



Below is a list of insurance carrier contacts should you require assistance with your benefit questions following open enrollment. If you are unable to resolve your issues or questions with our insurance carriers, please contact Personnel Services.

	Phone	Website
Health Benefits		
Medical Plans		
– Kaiser Permanente	800-464-4000	www.kp.org
– Blue Shield of California	800-393-6130	www.blueshieldca.com
– Teladoc (Blue Shield HMOs Only)	800-Teladoc	https://member.teladoc.com/bsc
– NurseHelp 24/7 (Blue Shield Only)	877-304-0504	www.blueshieldca.com
– Mental Health Network (MHN) (Blue Shield Only)	800-777-9355	members.mhn.com
– Lindora Clinic: Lean for Life	800-LINDORA	www.leanforlife.com
Delta Dental PPO Plan	866-499-3001	www.deltadentalins.com
Vision Service Plan (VSP)	800-877-7195	www.vsp.com
Income Protection Benefits		
Life Insurance		
– Unum Life and AD&D Insurance	800-275-8686	www.unum.com
Voluntary Financial Protection Plans		
– American Fidelity	800-325-0654	www.afadvantage.com
– Unum	866-679-3054	www.unum.com
– Schools First and the Standard	Contact Personnel Services	Contact Personnel Services
Employee Assistance Benefits		
Unum Employee Assistance Program	800-854-1446	www.unum.com/lifebalance
Tax Savings Benefits		
Flexible Spending Accounts		
– American Fidelity	800-325-0654	www.afadvantage.com

MEDICAL BENEFITS OVERVIEW**2020/2021 MEDICAL BENEFITS COST BREAKDOWN**

Cost for coverage is calculated by hours worked for classified employees
 Cost for certificated employees working less than 100% is prorated based on
 percentage of assignment

Medical coverage is provided for classified employees working 20.0-hours weekly or more.

****RATES EFFECTIVE as of 10/01/2020

Employee pays based on hours worked

%	CODES	HOURS WORKED	BLUE SHIELD			KAISER	DELTA DENTAL	VISION SERVICE	MANAGED HEALTH	CPIC LIFE INS.
			PPO	HMO	HMO TRIO					
	2	3.00	\$800.00	\$550.00	\$500.00	\$550.00	\$80.13	\$18.94	\$70.93	\$2.13
	3	3.25	\$800.00	\$550.00	\$500.00	\$550.00	\$76.12	\$17.99	\$67.38	\$2.02
	4	3.50	\$725.00	\$500.00	\$450.00	\$500.00	\$72.11	\$17.04	\$63.83	\$1.91
50%	5	4.00	\$650.00	\$450.00	\$400.00	\$450.00	\$64.10	\$15.15	\$56.74	\$1.70
	6	4.25	\$650.00	\$450.00	\$400.00	\$450.00	\$60.09	\$14.20	\$53.19	\$1.59
55%	7	4.50	\$575.00	\$400.00	\$350.00	\$400.00	\$56.09	\$13.26	\$49.65	\$1.49
	8	4.75	\$575.00	\$400.00	\$350.00	\$400.00	\$52.08	\$12.31	\$46.10	\$1.38
60%	9	5.00	\$500.00	\$350.00	\$300.00	\$350.00	\$48.08	\$11.36	\$42.56	\$1.28
65%	10	5.25	\$500.00	\$350.00	\$300.00	\$350.00	\$44.07	\$10.42	\$39.01	\$1.17
	11	5.50	\$425.00	\$300.00	\$250.00	\$300.00	\$40.06	\$9.47	\$35.46	\$1.06
70%	12	5.75	\$425.00	\$300.00	\$250.00	\$300.00	\$36.06	\$8.52	\$31.92	\$0.96
75%	13	6.00	\$350.00	\$250.00	\$200.00	\$250.00	\$32.05	\$7.58	\$28.37	\$0.85
	14	6.25	\$350.00	\$250.00	\$200.00	\$250.00	\$28.04	\$6.63	\$24.82	\$0.74
80%	15	6.50	\$275.00	\$200.00	\$150.00	\$200.00	\$24.04	\$5.68	\$21.28	\$0.64
	16	6.75	\$275.00	\$200.00	\$150.00	\$200.00	\$20.03	\$4.73	\$17.73	\$0.53
87.5%	17	7.00	\$200.00	\$150.00	\$100.00	\$150.00	\$16.03	\$3.79	\$14.19	\$0.43
		FULL TIME RATES								
	1	7.5-8.0	\$100.00	\$50.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL COST PER PLAN	BLUE SHIELD			KAISER	DELTA DENTAL	VISION SERVICE	MANAGED HEALTH	UNUM LIFE
	PPO	HMO	HMO TRIO					
	2136.00	1619.50	970.90	1628.11	128.20	30.30	113.48	3.40

District pays balance of Total Cost minus employees cost

SALARY STUDY

EDUCATIONAL ENHANCEMENTS AND PROFESSIONAL GROWTH

- 1.** Effective August 1, 2016 permanent CSEA members who have earned a BA/BS degree from an accredited institution prior to August 1” will receive an annual professional growth stipend of \$750 to be paid at the completion of the school year. CSEA members employed for less than 27.5 hours per week shall receive the prorated amount based on a 27.5 hour work week. Eligible employees must remain employed continuously during the described term to be eligible for this stipend. The deadline to submit official transcripts to be eligible for this stipend shall be May 31”.
- 2.** CSEA and the District agree to the establishment of a classified professional development committee to further investigate the needs of classified members and develop a supporting professional development calendar commencing with the 2017-2018 school year.
- 3.** The Whittier Union High School District is committed to providing its employees with the staff development and training required to be effective in their position. In collaboration with CSEA, the district will establish a classified staff development committee comprised of the Assistant Superintendent of Personnel Services, Director of Personnel Services and CSEA members as designated by the CSEA President. CSEA will conduct an annual classified staff development survey to gain Input on their staff development needs. Following the survey, the committee will convene as needed, during normal working hours, to discuss the results of the staff development survey and future training opportunities. The district will survey staff development participants at the completion of each training and share the results at the next committee meeting.

EDUCATIONAL ENHANCEMENTS AND PROFESSIONAL GROWTH

Whittier Union High School District
Whittier, California

Office of Personnel Services

Date: March 10, 2021
To: All Classified Employees
From: Ann Fitzgerald, Assistant Superintendent of Personnel Services.
Subject: Educational Enhancement Stipend for 2020-21

In accordance with our CSEA agreement, **permanent (non-probationary)** classified employees who have earned their Bachelor's or advanced degree from an accredited college or university are eligible for the Educational Enhancement Stipend.

To be eligible for the stipend this year:

- You must have earned a Bachelor's Degree or higher from an accredited university prior to August 1, 2020 for the 2020-21 stipend.
- Transcripts need to state the BA/BS degree earned date.

To submit your transcripts:

- Submit a "hard copy" of your **OFFICIAL TRANSCRIPTS IN A SEALED ENVELOPE.**
 - Drop off or mail your transcripts to:
WUHS
ATTN: Personnel Services/Jennifer Wong
9401 S. Painter Ave.
Whittier, CA 90605
 - Or the accredited university may email transcripts directly to:
jennifer.wong@wuhd.org
- Submit this form completed and signed.

Any missing or incomplete information may delay or result in a non-eligible status for the Educational Enhancement stipend. **Transcripts and this form need to be submitted to Personnel no later than Tuesday, June 1, 2021.** If you have any questions, please contact Personnel Services at ext. 1031.

Full Name: _____ Date: _____
Position: _____ School Site: _____

****Please note the submission of this form and your official transcript is only required for your first year of the stipend eligibility. ****

FOR PERSONNEL USE ONLY	
Date Received:	Entered in HRS:

"Individuals who received this stipend in previous years are NOT required to resubmit this information."

EDUCATIONAL ENHANCEMENTS AND PROFESSIONAL GROWTH

<p align="center">Whittier Union High School District Whittier, CA</p> <hr/> <p align="center">Office of Personnel Services</p> <hr/>	
DATE:	March 10, 2021
TO:	ALL STAFF
FROM:	Ann Fitzgerald, Assistant Superintendent, Personnel Services
SUBJECT:	Frequently Asked Questions – Education Enhancement Stipend for 2020 - 2021
<p align="center"><u>Frequently Asked Questions</u> <u>Educational Enhancement Stipend</u></p>	
Question:	Do my OFFICIAL transcripts have to be requested and submitted in a hard copy?
	Answer: Due to COVID-19, Personnel will accept OFFICIAL transcripts in a hard copy or scanned/mailed form this year. <u>(Screenshots of transcripts and UNOFFICIAL transcripts will NOT be accepted)</u>
Question:	Will I have to submit OFFICIAL transcripts to Personnel every year?
	Answer: NO, Personnel will just require OFFICIAL transcripts the initial year. As long as you are continuously employed with Whittier Union, you will not have to resubmit your form/transcript each year.
Question:	What if I receive my BA/BS Degree AFTER August 1, 2020?
	Answer: You will be able to submit your OFFICIAL transcripts for the following school/fiscal year. The deadline will continue to be in August of each year to receive a stipend at the end of that school/fiscal year.
Question:	If I have submitted a copy of my diploma/transcripts during my initial hiring process, can you look up my information on file?
	Answer: NO, Personnel will not be pulling diplomas/transcripts from employee files. Please submit an OFFICIAL transcript and form to Personnel Services by June, 1, 2021.
Question:	Does the Educational Stipend apply to part-time employees?
	Answer: YES, per the approved CSEA agreement, CSEA members employed for less than 27.5 hours per week shall receive the prorated amount based on a 27.5 hour work week.
Question:	How much is the Educational Enhancement Stipend this year?
	Answer: The Educational Enhancement Stipend is \$801.70 annual for 2020-2021.
Question:	When will I receive my stipend check?
	Answer: The Educational Enhancement stipend checks are projected to be distributed mid-July for the 2020-21 school year. Then the stipend will be paid out in monthly increments beginning with the September paycheck.
<p>9401 S. Painter Avenue, Whittier, CA 90605 (562) 698-8121 Ext. 1031</p>	

CATASTROPHIC LEAVE BANK

1. CREATION (Revised October 25, 2005)

- 1.1. The Association and the District agree to create the WSEA Catastrophic Leave Bank effective November 1, 2003. (CSEA and the District agree to create the CSEA Catastrophic Leave Bank effective January 1, 2005) The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 2 below.
- 1.2. Days in the Catastrophic Leave Bank shall accumulate from year to year.
- 1.3. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- 1.4. A joint committee comprised of two members appointed by the Association and the Assistant Superintendent, Personnel Services, or designee, shall administer the Leave Bank.

2. ELIGIBILITY AND CONTRIBUTIONS

- 2.1. All Unit Members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.
- 2.2. Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 2.3. Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of 30 duty days after joining the bank before becoming eligible to withdraw from the Bank. The enrollment period will be September 1 to September 30 of each school year.
- 2.4. The contribution, on the appropriate form, will be authorized by the Unit Member and continued from year to year until ~~canceled~~cancelled by the Unit Member.
- 2.5. Cancellation occurs automatically whenever a Unit Member fails to make his/her annual contribution or assessment.
 - 2.5.1. Cancellation, on the proper form, may be effected at any time and the Unit Member shall be eligible to draw from the Bank until the effective date of cancellation. Sick Leave previously authorized for contribution to the bank shall not be returned if the Unit Member effects cancellation.
- 2.6. Contributions shall be made during September of each school year. Unit Members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30 calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.

2.7. The annual rate of contribution by each participating Unit Member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.

2.7.1. An additional day of contribution will be required of participants if it is determined by the Committee that the Bank is close to depletion. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the bank. If a Catastrophic Leave Bank participant has no remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a Participant in the Catastrophic Leave Bank.

2.7.2. If the Committee determines that the number of days in that Bank at the beginning of the school year are more than adequate and exceed the anticipated needs of the members, no contribution shall be required of returning unit members. Those unit members joining the

2.7.3. Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute on day to the Bank.

2.8. Unit members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.

3. WITHDRAWAL FROM THE BANK

3.1. Catastrophic Leave Bank participants, whose sick leave is exhausted, may withdraw from the bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the unit member for over ten (10) consecutive duty days or incapacitates a member of the unit member's family for over ten (10) consecutive duty days which requires that unit member to take time off work to care for that family member. If a reoccurrence or a second illness or injury incapacitates a unit member or a member of a unit member's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days. The ten (10) duty day and five (5) duty day requirements may be met with non-consecutive absences if doctor prescribed treatment/recovery is non-consecutive. (e.g. radiation treatment 1 or 2 days a week.)

CATASTROPHIC CATASTROPHIC LEAVE BANK (CONT.)

- 3.2. Classified members who submit to withdraw from the Catastrophic Leave Bank to care for an immediate family member incapacitated and not themselves, shall be limited to a maximum of 30 days pre fiscal year to care for their family member. (*Immediate Family members for this benefit is defined as Spouse/Domestic Partner, Parent or Legal Guardian, or Child/Adopted Child.
- 3.3. Participants must use all paid sick leave, (but, not differential leave), as defined in the Leave Article, available to them before eligible for a withdrawal from the bank.
- 3.4. Participants who have exhausted sick leave, but still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the Participant full pay and the Bank shall be charged one-half day.
- 3.5. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months. Days granted by the committee need not be used as consecutive days if prescribed treatment is non-consecutive.
- 3.6. Participants applying to withdraw from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of illness or injury and the probable length of absence from work. This information shall be kept confidential.
- 3.7. If a participant is incapacitated, the participant's agent or member of the participant's family may submit applications to the Committee.
- 3.8. If a participant has drawn thirty (30) Catastrophic Leave Bank days and requests an extension, the Committee may request a second medical opinion with a mutually agreed physician under the District offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section 3.12 below.
- 3.9. Leave from the Bank may not be used for illness or disability which qualify the Participant for Worker's Compensation benefits unless the Participant has exhausted all Worker's Compensation leave in coordination with his/her own sick leave and vacation. Upon exhausting all sick leave and vacation leave benefits provided, the participating member, upon approval of Catastrophic Leave, shall draw from the Bank the equivalent hours per day that is applied to the employee's portion. This provision

enables the employee to remain in full paid status for the duration of what would be equal to differential paid benefits.

- 3.10. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, neither the Committee nor the District is under any obligation to pay the participant any funds whatsoever. If the
- 3.11. Committee denies a request for withdrawal because of insufficient days to fund the request, they shall notify the participant in writing of the reason for the denial.
- 3.12. Withdrawals and differential pay become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in Sections 2.3 and 3.4, whichever is greater.
- 3.13. Catastrophic Leave Bank Participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within 30 days of denial, grieve the denial, non-renewal or termination. The Participant shall be deemed the grievant; the Committee shall be the District. All other provisions of the grievance procedure shall be interpreted in light of this.
- 3.14. The Association shall provide representation to a grieving participant, unless the grievant refuses representation. If the Participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the grievance.

4. ADMINISTRATION OF THE BANK

- 4.1. The District shall have the responsibility of maintaining the records, receiving withdrawal requests, verifying the validity of requests and the status of the requestors' sick leave, and communicating that information to the Catastrophic Leave Bank Committee. The Catastrophic Leave Bank Committee shall have the responsibility for approving or denying the requests in total or any portion thereof. The employee can verify the records at anytime by making an appointment with the Personnel Office.
- 4.2. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability. In reviewing requests, the Committee shall consider the number of days requested, the number of individuals requesting withdrawals, and the status of the credits in the Bank.
- 4.3. Applications shall be reviewed and decisions of the Committee reported to the applicant in writing within ten (10) duty days of receipt of the application.
- 4.4. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.

4.5. By October 31 of each school year, the District shall notify the Committee of the following:

4.5.1. The total number of accumulated days in the Bank on June 30 of the previous school year.

4.5.2. The number of days contributed by Unit Members for the current year.

4.5.3. The names of participating Unit Members.

4.5.4. The total number of days available in the Bank.

4.6. Upon request, the Personnel Office will present a complete report to the Committee regarding the status of the Bank and participants.

5. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

WHITTIER UNION HIGH SCHOOL DISTRICT Whittier, California	
CATASPTROPHIC LEAVE BANK	
Contribution Form	
NAME: _____	Location: _____
Job Title: _____	Soc. Sec. #: _____
Date of Hire: _____	
Hours worked per day: _____	

I agree to participate in the Whittier Union High School District Catastrophic Leave Bank. Per the collective bargaining agreement, I agree to voluntarily contribute one day of sick leave per year.	
I understand that I can cancel my contribution during the annual enrollment period (September) and that my contribution is non-returnable.	
Signature: _____	Date: _____
In joining the Catastrophic Leave Bank, members will have a 30 day waiting period before being eligible to withdraw from the bank.	

If joining the Catastrophic Leave Bank, Unit Members will have a waiting period of 30 duty days before becoming eligible to withdraw from the Bank.

WHITTIER UNION HIGH SCHOOL DISTRICT
Whittier, California

Application for Catastrophic Leave

Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extension of withdrawals as their prior grants expire. Applications shall be reviewed and decisions of the Committee reported to the applicant in writing within ten (10) duty days of receipt of the application.

Name Middle Name Last Name First

Last four Digits of SS# Site Position/Title

Address Home

City & State Zip Code Phone Number

Doctor's note must be attached

Number of days requested: _____

Please explain reason for your request: _____

Employee Signature Date

Office Use Only

Date Approved Date Denied

Committee Member Signature Committee Member Signature

Committee Member Signature

EMPLOYEE RECOGNITION PROGRAM

1. Annually the District shall provide an award to a selected CSEA member in recognition of outstanding performance from each division as outlined below:
2. The Award shall consist of a \$500 cash award.
3. Once cash prize shall be awarded at each of the following sites:
 - 3.1. Each of the Comprehensive High School Campus
 - 3.1.1. Santa Fe High School
 - 3.1.2. Pioneer High School
 - 3.1.3. California High School
 - 3.1.4. Whittier High School
 - 3.1.5. La Serna High School
 - 3.2. Each of the Alternative Education Programs:
 - 3.2.1. Frontier
 - 3.2.2. Sierra Vista High School
 - 3.2.3. Adult School
 - 3.2.4. IDC
 - 3.3. Business Services Division
 - 3.4. Educational Services Division