

LOS BANOS UNIFIED SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LOS BANOS CHAPTER #92

Our mission:

As working men and women we are, our greatest resource. We organize and represent workers to ensure our voice is heard, our place at the table is to support our support staff. In doing our job well we support students, teachers and admin alike. We hold strong the principles of honesty, respect, diversity and accountability. We are committed to encourage all representatives of Chapter 92 to follow these values with integrity.

**AGREEMENT
BETWEEN
LOS BANOS UNIFIED SCHOOL DISTRICT
AND
CHAPTER #92
OF THE
CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION**

**FOR THE PERIOD
July 1, 2019 THROUGH JUNE 30, 2022
Revised June, 2020**

(This contract supersedes any contracts now in existence)

LOS BANOS
UNIFIED SCHOOL DISTRICT

Mark Marshall, Ed.D., Superintendent

DISTRICT NEGOTIATING TEAM

Amer Iqbal

Tammie Calzadillas, Ed.D.

CSEA NEGOTIATING TEAM

Lisa Souza
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1 **PREAMBLE**

2
3 This is an Agreement made and entered into between Chapter #92 of the California School
4 Employees' Association (hereafter referred to as CSEA) and the Los Banos Unified School District
5 (hereafter referred to as District).

6 **ARTICLE I. RECOGNITION**

7 *Acknowledgment*

8
9
10 The District hereby acknowledges that CSEA is the exclusive bargaining representative for all
11 classified employees holding those positions described in Appendix A (attached) and
12 incorporated by reference as a part of this Agreement. The bargaining units may be expanded
13 to other classes by mutual agreement of the District and CSEA. Subject to the rules of the
14 Public Employment Relations Board (PERB).
15
16
17
18
19

20 *Scope of Representation*

21
22 The scope of representation shall be limited to matters relating to wages, hours of employment
23 and all other terms and conditions of employment as enumerated in Government Code section
24 3543.2.
25
26
27

28 **ARTICLE II. SUPPORT OF AGREEMENT**

29
30 CSEA agrees to support this Agreement for its term and will not appear before the public
31 school employer in order to seek change or improvement in any matter to the meet and
32 negotiate process, except as by mutual agreement of the District and CSEA.

33 **ARTICLE III. NEGOTIATION RULES/PROCEDURES**

34 *Negotiation Teams*

35
36
37
38 The management negotiating team shall consist of three (3) members and a non-participating
39 secretary. The employee organization negotiating team shall consist of five (5) members.
40
41

1 Both Association and District may, in addition to their negotiators, have not more than two (2)
2
3 observers or resource persons present at negotiation sessions.

4
5 ***Location of Meetings***
6

7 Negotiation meetings shall be held at mutually-agreed-upon locations.
8

9 ***Length of Negotiation Sessions***
10

11 Negotiation sessions shall be limited in time as both parties agree.
12

13 ***Caucus Limitation***
14

15 Items requiring more caucus time than twenty (20) minutes may be tabled unless otherwise
16 mutually agreed upon.
17

18 ***Chairperson***
19

20
21 The Chairperson shall alternate, on an every-other-meeting-basis, between the two parties.
22

23 ***Tentative Agreements***
24

25 When a tentative agreement is reached on an article, each party shall sign such tentative
26 agreement. Agreement shall not be final until ratified by the Bargaining Unit and approved by
27 the Board of Education.
28
29

30 ***Sign In***
31

32
33 CSEA agrees that all bargaining team members will sign in at each bargaining session. Each
34 team member will notify his/her supervisor at least 48 hours in advance of an absence for the
35 purpose of participating as a bargaining team member. The District shall maintain a sign-in
36 sheet for the purposes of tracking time used and the dates of the uses.

37
38 **ARTICLE IV. PARTIES' RIGHTS**
39

40 ***Employee Rights***
41

42 The District and CSEA recognize the right of employees to form join and participate in lawful
43 activities of employee organizations and the equal, alternative right of employees to refuse to
44 form, join or participate in employee organization activities. The
45
46

1
2 District shall be held harmless from any litigation resulting from the operation of this Article.

3
4 ***CSEA Rights***

5
6 CSEA shall have the following rights in addition to the rights contained in any other portion of
7
8 this Agreement:

- 9
10 1. The right of access to all areas in which employees work.
- 11 2. The right to use without charge designated bulletin boards, employee mailboxes, and
12 District telephones for local calls only at other than regular school hours for the purpose
13 of communicating with members of the classified bargaining unit regarding legitimate
14 CSEA business shall conform to the following A-D:
- 15 a. All communications must clearly indicate that they are CSEA communications
 - 16 unless they are official District communications such as job announcements.
 - 17 b. A copy of any materials posted will be sent to the District for informational
 - 18 purposes only.
 - 19 c. CSEA shall make every effort to ensure that the postings are appropriate.
 - 20 d. Should the District have a question about the posting, it will consult with the
 - 21 Chapter President or Labor Relations Representative.
- 22 3. The right to use without charge, institutional facilities and buildings at reasonable
23 times.
- 24 4. The right to receive one copy of budget information and a copy of the financial
25 statement which is furnished to the Board at the monthly meetings.
- 26 5. The right of release for one (1) classified employee (night shift) from each site for one-
27 half (1/2) hour per month (which shall be combined with the employee's unpaid
28 lunch) in order to attend the monthly local Chapter meetings of CSEA.
- 29 a. The site administrator who supervises custodial operations and the CSEA
 - 30 Secretary must be notified forty-eight (48) hours in advance of such release.

1 **Dues Deduction**

- 2 1. The Association shall have the sole and exclusive right to receive the payroll deduction
3 for membership dues at the CSEA established rate.
4
5
6 2. The District shall not be obligated to put into effect any new or changed deductions until
7 the pay period commencing thirty (30) days after such submission.
8
9 The District shall deduct in accordance with the Association dues schedule as provided
10 by the Association, dues from the wages of all classified employees in the bargaining
11 unit who are members of CSEA.
12
13
14
15
16 3. The District shall refer all classified employees to the Chapter President or Labor
17 Relations Representative for any questions regarding dues deductions.
18
19
20 4. The Association certifies that it shall maintain employee written authorization for
21 deduction of membership dues. The District shall only make changes to payroll
22 deductions for new or current bargaining unit members when provided with written
23 authorization from the Association.
24
25
26
27
28

29 **Hold Harmless Clause**

- 30 1. The Association agrees to furnish any information needed by the District to fulfill the
31 provisions of this Article.
32
33
34 2. The California School Employees Association shall indemnify, defend and
35 hold the District harmless from any and all claims, demands, suits or any other actions
36 arising from the membership dues deduction provisions contained herein.
37
38
39
40

41 **Release Time**

42 The District shall release the Chapter President for up to six (6) hours per month for union
43 business. Union business shall not include meetings called by the supervisor or the District or
44 negotiation meetings with the District. The District may provide additional release time
45

1 provided the union reimburses the District for full cost of the Chapter President's salary and
2 benefits.

3 The District will provide release time for CSEA designated delegates to attend the annual
4 conference.

5 **Restriction on District Negotiations & Agreements**

6
7 The District shall conduct no negotiations nor enter into any agreement with any other
8
9 organization on matters concerning the rights of bargaining unit employees and/or CSEA
10
11 without prior notice to and approval by CSEA of the negotiations and the agreement.
12

13 **Duplication of Agreement**

14
15 Within thirty (30) days after the execution of this Agreement, the District shall print or
16
17 duplicate and provide without charge thirty (30) copies of this Agreement to the bargaining
18
19 unit.

20 **No Discrimination on Account of CSEA Activity**

21
22 Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce or discriminate
23
24 against employees because of the exercise of rights to engage or not to engage in CSEA
25
26 activity.

27 **District Rights**

28
29
30 It is understood and agreed that the District retains rights to determine its organization, direct
31
32 the work of its employees, determine the times and hours of operation, determine the kinds and
33
34 levels of services to be provided and the methods and means of providing them, determine
35
36 staffing patterns, determine the number and kinds of personnel required, maintain the
37
38 efficiency of District operations, build, move or modify facilities, establish budget procedures
and determine budgetary allocations, determine the methods of raising revenue, contract out
work except as prohibited by this Agreement and take action on any matter in the event of an
emergency. In addition, the District retains the right to hire, classify, assign, evaluate,
promote, terminate and discipline employees as provided by this Agreement and/or law.

1 The exercise of the foregoing rights, authority, duties and responsibilities by the District, the
2 adoption of policies, rules, regulations and practices in furtherance hereof, and the use of
3 judgment and discretion in connection therewith, shall be limited only by the specific and
4 express terms of this Agreement; and then only to the extent such specific and express terms
5 are in conformance with the law.

6 The District retains its right to amend, modify or rescind policies and practices referred to in
7 this Agreement in cases of emergency.*

8 *An emergency is defined as a sudden or unexpected occurrence which calls for immediate
9 action to avert a clear and present danger to the lives, safety or health of students or staff or
10 District property.

11 **Departure from Work Site**

12
13 CSEA representative shall notify their supervisors prior to departure from the work site, or as
14 soon as known, when representing bargaining unit members.

15 **ARTICLE V. WORKING HOURS**

16 **Work Week**

17
18
19
20 The normal work week shall consist of forty (40) hours of work. The workday shall be eight
21 (8) hours. The Board may employ persons for lesser periods of time, as required by specific
22 positions.
23
24

25 **Rest Periods**

26
27
28 The supervisor shall authorize rest periods of fifteen (15) minutes which, insofar as practicable,
29 shall be in the middle of each work period and shall be based on the total hours worked daily at
30 the rate of fifteen (15) minutes per four (4) consecutive hours or major fraction.

31 However, a rest period need not be authorized for employees whose daily work time is less
32 than three and one-half (3-1/2) hours. Authorized rest period time shall be counted as hours of
33 work of which there shall be no deduction in pay.

Overtime

Overtime is permitted when required and authorized. No one shall require an employee to work overtime unless it is authorized and compensable. Such overtime shall be approved and reported according to procedures established by the District. No full-time employee shall work during the period Monday through Friday more than a total of eight (8) hours beyond his/her regular assigned time, nor more than twenty (20) hours overtime a calendar week except with the approval of the Assistant Superintendent for Business or his/her designee. Time limitations do not apply to overtime caused by extraordinary emergencies such as fire, flood, earthquake, or danger to life or property; or to work upon public, military, or naval works or defenses in time of war, as set forth in Section 17, Article XX, of the State Constitution.

The District shall provide compensation or compensatory time off at a rate equal to one and one-half (1-1/2) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one workday or any time in excess of forty (40) hours in any calendar week. This provision does not apply to unit members whose regular workday is less than eight (8) hours or whose work week is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off or other paid leaves of absence shall be considered as time worked by the unit member. Notwithstanding the above, the work week for any unit member having an average workday of four (4) hours or more during the work week shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated by the District and authorized to perform the work.

1 Employees who perform authorized work on days declared to be holidays shall receive
2 compensation at a rate of time and one-half (1/2) of their regular rate of pay in addition to the
3 regular pay received for the holiday.

4 For the purpose of computing the number of hours worked, time during which an employee is
5 excused from work because of holidays, sick leave, vacation, compensating time off or other
6 paid leave of absence shall be considered as time worked by the employee.

7 A conscientious effort will be made to distribute any required overtime as equally as is
8 practicable among employees in the bargaining unit by classification and skill requirements.

9 **Compensatory Time**

10
11 Compensatory time shall be taken within twelve (12) months of the date on which it was
12 earned, beginning July 1, 2022. Any compensatory time accrued prior to July 1,
13 2022 is not subject to this provision and may remain on the books. The District shall pay
14
15 the employee for such time at the appropriate overtime rate, based on the
16
17 employee's current rate of pay. Compensatory time off may be taken in increments of one-
18
19 half (1/2) hour or more with the approval of the responsible administrator. The District shall
20
21 provide compensation or compensatory time off at a rate equal to one and one-half (1-1/2)
22
23 times the regular rate of pay for unit members designated by the District and authorized to
24
25 perform such overtime. (Refer to Exhibit F)
26
27

28 **Call-In/Call-Back Time**

29
30
31 Any employee called back to work at a time when the employee is not scheduled to work shall
32 receive a minimum of two (2) hours pay at the overtime rate of pay.

33 Any employee called back to work after completion of his/her regular assignment shall be
34 compensated for at least two (2) hours of work at the overtime rate, regardless of the actual
35 time worked that day.

1 Any employee asked to be on call on a non-work day shall receive a minimum of four (4)
2 hours pay at the overtime rate of pay. A non-work day is defined as a holiday or weekend. A
3 stand-by assignment form must be completed prior to the expected day of service.

4 **ARTICLE VI. COMPENSATION & BENEFITS**

5 **Benefits**

6 CSEA acknowledges that employee benefits are a significant part of total remuneration.
7

8 For the 2014-2015 and 2015-2016 school years, beginning October 1, 2014, the District shall
9 annually cover up to a 5% increase with a 50/50 split between district and employee any
10 increase from 5% to 8%. The difference of any increase less than 5% with a 50/50 split
11 between District and employee any increase from 5% to 8% will not be “banked” to cover
12 future years’ health benefit cost.
13

14 The District agrees to pay for health benefit premiums for members of the bargaining unit
15 employed for four (4) or more hours per day subject to the following limitations: The District
16 premium payments for employees hired subsequent to February 1, 1977, for less than eight (8)
17 hours a day shall be proportional to the contribution made by the District for a full-time
18 employee eight (8) hours a day, twelve (12) months a year. Ten (10) month, eight (8) hour
19 employees shall receive paid health benefits on a twelve (12) month basis.

20 Eligible retirees shall receive the same premium contribution as active employees for the
21 medical plan (including prescription) only. Premiums for dental and vision coverage are
22 available to retirees but must be paid 100% by the retiree. Plans available to eligible retirees
23 shall be priced based upon a tiered rate structure in which a retiree will be able to choose to
24 purchase a plan to cover the retiree only, the retiree plus spouse or single dependent, the retiree
25 plus family coverage. The tiered rate structure will go into effect as soon as practicable
26 following ratification of this Agreement.

1 Employees are required to make the annual health benefit contribution in the same number of
2 months they receive checks. For employees with at least fifteen (15) years service retiring from
3 district service at 57 years or more, but less than 67 or Medicare eligible, whichever occurs
4 first, the district agrees to pay the health insurance premium, including multiphasic and paid
5 prescription, for the retiring employee and coverable dependents, until the retiring employee
6 reaches age 67 or Medicare eligible, whichever occurs first. Effective July 1, 2010, for
7 employees with at least fifteen (15) years of service retiring from district service at age 57
8 years or more, but less than 67 or Medicare eligible, whichever occurs first years, the District
9 agrees to pay the health insurance premium, including multiphasic and paid prescription, for
10 the retiring employee and coverable dependents, until the retiring employee reaches age 67 or
11 Medicare eligible, whichever occurs first. For an employee with at least fifteen (15) years of
12 service retiring from district service at age 55 to 57, who is certified by PERS as eligible for
13 PERS disability retirement, the District agrees to pay health insurance premium, including
14 multiphasic and paid prescription, for the retiring employee and coverable dependents, until the
15 retiring employee reaches age 67 or Medicare eligible, whichever occurs first. Application
16 shall be made to the District Office at least thirty (30) days prior to retirement. Retirees
17 eligible for District retirement benefits are also entitled to continue vision and dental benefits,
18 provided they provide continuous substitute service sufficient to pay for the coverage. The
19 retiree must perform sufficient substitute service to pay for the premiums through payroll
20 deduction. The District and CSEA understand that in conjunction with the collective
21 bargaining agreement between them, retirees who are eligible for medical benefits and are
22 receiving them at the time this agreement was reached (January 22, 2002), will receive
23 premium payments equal to the full cost of the Prudent Buyer 4 plan. For future retirees, the
24 District will be responsible for paying premiums for the medical plan (including prescription)
25 only in the same amount as the District pays for active employees.

1 Beginning October 1, 2013, the District shall pay a base plan year contribution of \$895.78
2 monthly plus up to and including an 8.5% increase in said contribution for hospitalization and
3 accident, including prescription, multiphasic, vision and dental and term life insurance
4 coverage up to \$50,000 through group plans offered by a mutually agreed upon provider. Any
5 increase above the 8.5% increase will be paid by the unit member. When any plan increases
6 less than 8.5% in a given year, the difference will not be "banked" to cover future years' health
7 benefit cost. The District will annually cover up to an 8.5% increase on the prior year's base.

8 *A benefit plan year is defined as October 1 through September 30.
9

10 **Early Retirement Notification Incentive**

11
12 A unit member who notifies the district HR department in writing no later than March 15th that
13 he/she will retire through CAL PERS shall receive an incentive bonus added to his/her June
14 pay warrant. Bonus amounts will be adjusted by months/hours worked per single highest
15 contract at retirement

16 12 Month Employee (8 hours a day)- \$1500.00

17 9 -11 Month Employee- (8 hours a day) – \$1000.00

18 9 - 10 Month Employee – (6 + hours per day) – \$500.00

19 9 - 10 Month Employee – \$250.00

20 **Golden Handshake**

21
22 The District will provide for golden handshakes pursuant to the PERS procedures for the first
23 and third years of the agreement. The District will consult with CSEA on the dates for the
24 window period.
25

26 **Salary Schedule**

27
28 See Exhibit "C" page 76 for a copy of the current salary schedule.
29

30 **Salary**

1 Salary increases as they occur shall be calculated at the base rate of pay and at the appropriate
2 step for each unit member in paid status.

3 **Application of Salary Schedule**

4 **Appointments**

5
6 All appointments, promotions and salary increases, shall be recommended by the nominating
7 authority, certified by the Superintendent or designee and approved by the Board.
8
9

10 **Initial Placement**

11 All salary advancements within each class shall not be automatic, but shall be based upon merit
12 and fitness. Any and all advancements shall be contingent on the availability of funds.

13 In most cases new employees shall be appointed at the hiring rate for the class as approved by
14 the Board.

15 For Initial Salary Placements due to hiring or promotion, the anniversary date for salary
16 purposes will be the July 1 closest to the date of appointment or promotion. The District will
17 change the anniversary date of current employees to July 1, effective July 1, 1997 in a manner
18 that will not adversely affect them.

19 **Step Advancement**

20 Whenever the number for the salary range allocated to a particular class of position is followed
21 by 1, 2, 3, 4 or higher, such a number refers to the salary range step.

22 After reasonable effort has been made to obtain employees for a particular class at the
23 minimum rate, employment of individuals who possess special qualifications higher than the
24 minimum qualifications prescribed for the particular class may be authorized by the Assistant
25 Superintendent of Human Resources at Step 2, 3 or 4 of the salary range for that class. The
26 Assistant Superintendent of Human Resources shall provide the Superintendent with an
27 evaluation of the qualifications of each such individual.

1 Any full-time or continuing part-time employee who has resigned in good standing and who is
2 re-employed on a full-time or continuing part-time basis in the same class or a closely related
3 class in the same salary range or in a lower salary range, within one (1) year after his/her
4 resignation, may upon approval by the Superintendent or designee, be paid in the appropriate
5 salary range at the salary step at which he/she was paid at the time of resignation.

6 **Salary on Promotion**

7 When implementing the salary placement for a promoted employee, the employee shall be
8 placed on the lowest step of the new range that provides for a salary increase to be no less than
9 4%. The employee shall receive annual regular step increases up to the longevity steps. After
10 initial placement, an employee who is eligible for longevity step increases due to years of
11 District service shall receive one longevity step increase per year until he/she reaches the
12 appropriate step for years of District service.

13 **Anniversary Dates**

14 Each permanent employee shall have an annual anniversary date of July 1, for purposes of
15 salary range and step placement.

16 Employees who are serving a probationary period will have a July 1st anniversary date
17 regardless of which month the probationary period is completed.

18 Whenever the effective date of employment, re-employment or promotion is the first working
19 day of a calendar month, it shall be treated, for the purposes of this subsection, in the same
20 manner as the first calendar day of the same month.

21 Members of the "Restricted Class" upon appointment to the regular classified service shall
22 have their total seniority counted from the original date of employment in the "Restricted"
23 position even though he continues to serve in a "Restricted" position.

24 **Placement When Demoted**

1 An employee who accepts a voluntary demotion shall be placed on the step of the range of the
2 lower class equal to or next lower than the rate earned in the higher class.
3 Should an employee's position be abolished through reorganization and should this position
4 have a salary range less than that paid the original position held by the employee, the employee
5 may request a voluntary demotion to the new class and be "Y" rated at employee's current
6 salary, provided employee has been with the District three (3) years or more.

7 **Pay & Allowances**

8 **Payroll Errors:**

9
10 Whenever it is determined that an error has been made in the calculations or reporting of any
11 bargaining unit employee's salary, within five (5) working days following such determination,
12 the District shall provide the employee with a statement of the correction and a supplemental
13 payment, if required or the employee shall reimburse the District for any overpayment of
14 salary. In cases of financial hardship, a mutually agreed repayment schedule will be utilized.
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20 **Working Out of Class: Compensation**

21
22 A qualified bargaining unit employee may be temporarily required to perform duties
23 inconsistent with those normally assigned to the employee. Salary adjustment shall be made
24 upward for the entire period he/she is required to work out of classification if he/she exceeds
25 five (5) working days within a 15-calendar-day period working out of his/her classification.
26
27
28 Classified employees who provide long-term substitute service in a higher position will
29 receive compensation in the salary range of the higher position at the same step of their
30 current position. Long-term substitute service shall be defined as not less than five (5) full
31 days, of not less than 8 hours per day, of service. On the sixth (6th) day of consecutive service,
32 the salary will be at the higher range and retroactive to the first day of substitute service in this
33 position. For example, if the regular custodian who is at step 3 of their pay range provides
34 long term substitute service they will be compensated at step 3 of the range of the Head
35 Custodian position. Or if a person in a clerical position works as a Secretary IV when they are
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1
2 a Secretary II at step 3 they will be compensated at the step 3 at the range of a Secretary IV.

3 4 **Mileage and Other Travel Expenses**

5
6 Bargaining unit employees shall be reimbursed for necessary mileage and travel expenses as
7
8 provided by Board policy.

9 10 **ARTICLE VII. PROFESSIONAL GROWTH PLAN FOR CLASSIFIED PERSONNEL**

11 12 **Introduction**

13 Classified employees constitute a significant portion of the total school system staff. Their
14 performance (as support staff) is essential to the efficient and economical operation of the
15 District. We endeavor to employ the best-qualified persons available for all positions; we
16 encourage each employee to attain higher levels of performance; we believe it to be in the best
17 interests of the District to encourage classified personnel to engage in continuous, purposeful
18 educational study and activities designed to elevate or update one's skills and knowledge. A
19 professional growth program is beneficial to the District, the employees, the students and the
20 community.

21 **Philosophy**

22 The classified professional growth program is designed to: (1) assist the classified employee in
23 acquiring the knowledge and skills needed to do his /her job; (2) promote safe work
24 practices and procedures; (3) provide employees with opportunities to learn better and more
25 efficient ways to do the job; (4) stimulate the employees to maintain higher levels of
26 productivity and job effectiveness.
27
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31 32 **Professional Growth Committee**

33 A "Professional Growth Committee shall be formed to promote the program.

34 Membership (of the "Committee")

35
36 The Committee shall consist of three (3) members.

1 Committee members should be permanent classified and chosen by a majority vote of fellow
2 employees in their classification.

3 The Committee chairperson shall be elected each year by the Committee members.

4 **Terms of Office**

5 Elected members will serve two-year terms.

6 Members may be elected to succeed themselves, but not for more than one additional term of
7 two years (four years total).

8 **Vacancies**

9 When a vacancy occurs, a special election may be held. One so elected shall remain in office
10 for the balance of the unexpired term.

11 Duties and Functions of the Committee are to:

12 Elect a chairperson and vice-chairperson each year from among the Committee members.

13 Evaluate policies and procedures for the professional growth program and recommend
14 revisions when necessary.

15 The Committee shall establish a meeting schedule and procedures for conducting committee
16 business. (A minimum of four meetings per year).

17 Assist in assessing the educational needs of classified personnel in the various job
18 classifications.

19 Establish criteria for the approval or disapproval of educational activities.

20 Act on all applications for any "professional growth" increments or for course approval which
21 come before the Committee.

22 **Parliamentary Procedure**

23 Meetings of the group should be conducted in accordance with the latest edition of Robert's
24 Rules of Order.

25 **Eligibility/Professional Growth Increments**

1 Classified personnel (*except as noted below) are eligible to earn professional growth
2 increments. **Substitute personnel, Temporary and short-term employees, students employed at*
3 *hourly student salary rates, and/or professional experts employed on a temporary basis (e.g.,*
4 *consultants)*

5 Increments are fixed at the rate of \$15.00 per month for each month worked and proportional
6 to the hours per day, months per year.

7 Increment Payment:

8 A maximum of ten (10) professional growth increments may be earned by an employee while
9 in the district.

10 Increment(s) will be awarded within thirty days following "proof of credit" received in District
11 Office.

12 Professional growth increments shall be paid in equal installments (per payroll procedures).

13 Increments are in addition to one's regular salary and are subject to payroll deductions for
14 retirement, social security, withholding tax and time off with loss of salary, etc.

15 One or more increments may be granted to an employee in any given year.

17 **Earning of Professional Growth Increments**

18 **General**

19 Any classified employee may take training and self-improvement courses on his/her own
20 initiative. Such training may only be considered applicable to a professional growth increment
21 if it follows this procedure and is "passed" by the Committee.

22 Six semester units equal one professional growth increment and must be verified by transcripts
23 and may be earned through: Credit courses, including correspondence courses, taken from a
24 college, university, accredited trade or business school. College courses designated as
25 continuing education, district-directed courses, workshops, seminars, district sponsored in-

1 service education activities (approved for increments), planned travel/study programs approved
2 by the Committee; approval must be obtained in advance of the plan of study and travel.

3 Other educational activities that are sponsored by professional or business organizations
4 (approved by the Committee).

5 Each course must meet the minimum number of "contract hours" for credit; (i.e. 15 hours per
6 semester unit). Credit equaling less than 1/2 semester unit (for 7 1/2 hours of class time) may
7 be combined to meet the minimum requirement (on approval of the Committee).

8 Courses may not be repeated for increment credit.

9 **Credit Upon Reemployment**

10 If a classified employee being paid professional growth increments leaves the District and is
11 subsequently re-employed within 39 months in a classified position, he/she shall be entitled the
12 increments to which he/she was previously entitled.
13
14

15 **Appeals**

16
17 The following will be observed for appeals: (1) the individual must submit reasons in writing
18 to the Professional Growth committee; if the appeal is unsuccessful, an appeal may be made to
19 the Superintendent (in writing). The Superintendent's decision on the appeal will be final.
20
21

22 **Responsibilities**

23
24 In order to qualify for any professional growth increment, it shall be the responsibility of the
25 classified employee to:

- 26 • Submit evidence in writing to the Committee.
- 27 • Receive approval for professional growth activities from the Professional Growth
28 committee.
- 29 • Submit transcripts or grade slips which verify that the fifteen semester units of course
30 work and/or other professional activities were satisfactorily completed; that is, that a
31 grade of "C" or better or of "pass" was received in each.

1 **Twelve (12) Month Pay Employee Transfer**

2
3 Unit members serving in twelve (12) months positions in a year round schedule, moving to a
4 traditional schedule, will receive payment for a salary on an eleven (11) month basis after the
5 change. These employees may, at their discretion, participate in a phase-in program, which
6 applies the adjustment to their pay over a twelve (12) month period for the first year only. This
7 language will only apply if the change affects thirty (30) or less classified employees; if more
8 employees are involved, the District and Association may agree to a similar arrangement.

9
10 In order for 11 and 12 month employees to receive a check in July, they must work one day in
11 July.

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17 **Payroll Roster**

18 The Assistant Superintendent of Human Resources shall maintain, in the Human Resources
19 Office, an official roster containing the names and complete employment records of all
20 employees holding positions under the provisions of the Act.

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25 **Payroll Audit**

26 The Assistant Superintendent of Human Resources shall audit all initial assignments and
27 changes of assignment for all classified personnel and if found to be in accordance with
28 existing law and rules, shall certify the assignment for payment. All changes of assignment,
29 including transfer, change of hours, etc. shall be reported for certification by the Assistant
30 Superintendent of Human Resources. Each payroll time report shall be not only a certification
31 of days and/or hours worked, but also a certification by the employee authorized to sign the
32 time report that all payments thereon authorized are in accordance with the original
33 certification by the Assistant Superintendent of Human Resources. The Assistant
34 Superintendent of Human Resources shall make periodic audits of all payrolls and if
35 assignments are not in accordance with law and rules, the Assistant Superintendent of Human
36 Resources shall withdraw his/her certification and order payment stopped in accordance with
37 the following procedure:

1
2 If, upon examination of a payroll or service report, it is found that any person named thereon
3
4 has been employed in violation of any provision of the Act or the rules and regulations, notice
5
6 of such violation shall be made upon such payroll or service report. Such notice shall serve as
7
8 official notification of the Board of Education and the County offices that the drawing, signing
9
10 or issuing of any warrant on the Treasurer or other disbursing officer of the county for payment
11
12 of salary or compensation to such person is unlawful.
13

14 15 **ARTICLE VIII. PAYMENT OF EMPLOYEES**

16 17 **Time and Manner of Payment**

18 **Regular Payroll**

19
20 Each regular employee shall be paid once per month on the last working day of the month in
21
22 which the employee was in a paid status.
23

24 **Approval of Payroll**

25
26 The Assistant Superintendent of Human Resources shall cause each payroll to be compared
27
28 with the central roster of employees and positions to confirm the following data:

- 29 (1) Each employee's name, class and rate of pay;
- 30 (2) The time worked by each employee;
- 31 (3) The proper appointment of each employee in the position in which he is to receive pay.

32 The Assistant Superintendent of Human Resources shall promptly report any discrepancy to
33
34 the Superintendent who shall withhold payment to the employee concerned until a correct
35
36 payroll which includes such employee has been approved by the Assistant Superintendent of
37
38 Human Resources.

39 The Assistant Superintendent of Human Resources shall approve each payroll by causing
40
41 his/her signature to be affixed thereto, thereby approving payment to each employee thereon
42
43 for whom he/she has confirmed the data enumerated in this section.

1 Whenever, after his approval of any payroll, the Assistant Superintendent of Human Resources
2 shall learn of an unreported discrepancy or of a separation, an absence, or other information
3 which would reduce the amount to be paid to any employee, he/she shall immediately so
4 inform the Superintendent who will, wherever possible, withhold payment to the employee
5 concerned until a correct payroll which includes such employee has been approved by the
6 Assistant Superintendent of Human Resources.

7 **PAYROLL DEDUCTIONS**

8
9 The District will deduct from the pay of CSEA members and pay to CSEA the normal and
10 regular monthly CSEA membership dues, initiation, and authorized service fees.

11 The District shall, upon written authorization from any employee, deduct and make appropriate
12 remittance for insurance premiums, credit union payments or other plans approved by CSEA
13 and the District.

14 The District shall not be obligated to put into effect any new, changed or discontinued
15 deduction until the pay period commencing twenty (20) days or more after such submission.

16 **ARTICLE IX. LEAVES**

17 1. **Bereavement Leave**

18 Employees shall be granted a leave with full pay in the event of death of any member of the
19 employee's immediate family. The leave shall be for a period of three (3) days or five (5)
20 days if any travel in excess of 300 miles is necessary. The immediate family is defined as
21 mother, father, grandfather, grandmother or a grandchild of the employee or of the spouse
22 of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or
23 sister of the employee or any relative living in the immediate household of the employee.

24 Such absence shall not be charged as vacation or sick leave.

1 **2. Jury Duty**

2 A. Any employee summoned for jury duty shall be entitled to leave of absence with full
3 pay for such period of time as he/she may be required to attend the court in response to
4 such summons.

5 B. An employee shall be entitled to leave of absence with full pay to appear as a witness in
6 court, other than as a litigant or to respond to an official order from another
7 governmental jurisdiction for reasons not brought about through his/her own
8 misconduct. These provisions do not apply to employees whose appearances are in the
9 line of duty.

10 C. The employee may retain such payment as may be allowed him/her for travel, lodging,
11 and expenses; but, as a condition for entitlement to court leave, he/she shall make
12 payable to the Los Banos Unified School District any and all fees which he/she may
13 receive as payment for his/her service as a juror or witness.

14 D. CSEA unit members who receive a summons for jury duty from the California or
15 Federal Court systems are excused from work the day they are required to appear. The
16 employee must bring back to their supervisor evidence of their attendance from the jury
17 commissioner.

18 **3. Military Leave**

19 An employee shall be entitled to any military leave provided by law and shall retain all
20 rights and privileges granted by law arising out of the exercise of military leave.

21 **4. Sick Leave (Leave of Absence for Illness or Injury)**

22 A. An employee employed five (5) days a week by the District shall be granted twelve
23 (12) days leave of absence for illness or injury, exclusive of all days he/she is not
24 required to render service to the District, with full pay for a fiscal year of service.

- 1 B. An employee, employed five (5) days a week, who is employed for less than a full
2 fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness
3 or injury as the number of months he/she is employed bears to twelve (12).
- 4 C. An employee employed less than five (5) days per week shall be entitled, for a fiscal
5 year of service, to that proportion of twelve (12) days leave of absence for illness or
6 injury as the number of days he/she is employed per week bears to five (5). When such
7 persons are employed for less than a full fiscal year of service, this and the preceding
8 paragraph shall determine that proportion of leave of absence for illness or injury to
9 which they are entitled.
- 10 D. Pay for any day of such absence shall be the same as the pay which would have been
11 received had the employee served during the day of illness.
- 12 E. At the beginning of each fiscal year, the full amount of sick leave granted under this
13 section shall be credited to each employee. Credit for sick leave need not be accrued
14 prior to taking such leave, and such leave may be taken at any time during the year.
15 However, a new employee of the District shall not be eligible to take more than six (6)
16 days until the first day of the calendar month after completion of six (6) months of
17 active service with the District.
- 18 F. If an employee does not take the full amount of leave allowed in any year under this
19 section, the amount not taken shall be accumulated from year to year, without limit.
- 20 G. In order to be entitled to use paid sick leave, the employee must notify his/her
21 supervisor or the absence tracking system of his/her absence at least one hour prior to
22 the start of the employee's work day.
- 23 H. If the Unit Member has been on sick leave for five (5) or more consecutive work days,
24 they may be asked to provide a physician's verification of illness and to submit the
25 verification of illness to the Human Resources Department. The District shall not

1 discriminate against evidence of treatment and the need therefore by the practice of the
2 religion of any well-recognized church or denomination.

3 **5. Pregnancy Leave**

4 Upon written request, a female classified employee, who presents a written verification
5 from a physician, shall be entitled to use any paid leave which would otherwise be
6 available for illness or injury if the employee is required to be absent from her duties
7 because of pregnancy or childcare following childbirth. An employee may be entitled
8 to additional unpaid leave on account of pregnancy.

9 **6. Entitlement to Other Sick Leave / Differential Pay**

10 A. After exhaustion of paid sick leave, an employee who is ill or injured may, upon
11 request, use accumulated vacation (and compensatory time, if provided) to avoid
12 having to use differential pay or to request leave without pay.

13 B. When an employee is absent from his/her duties on account of illness or accident for a
14 period of five (5) months or less, whether or not the absence arises out of or in the
15 course of employment of the employee, the amount deducted from the salary due
16 him/her for any month in which the absence occurs shall not exceed the sum which is
17 actually paid a substitute employee employed to fill his/her position during his/her
18 absence.

19 C. The amount paid the substitute employee during any month shall be less than the salary
20 due the employee absent from his/her duties.

21 D. Entitlement to sick leave provisions under this section, if any, shall be considered
22 "entitlement to other sick leave" for the purpose of computing benefits under the
23 provisions of Section 45192, if the absence is for industrial accident or illness and shall
24 be used after entitlement to all regular sick leave, accumulated compensating time,
25 vacation or other available paid leave has been exhausted.

1 **7. Exhaustion of Sick Leave**

2 A. An employee who has been placed on paid or unpaid sick leave may return to duty at
3 any time during the leave, provided that he/she is able to resume the assigned duties
4 and if the leave has been for more than 20 working days, provided that he/she has
5 notified the District of his/her return at least one working day in advance.

6 B. At least one day prior to his/her expected return to work, the employee shall notify the
7 supervisor that a substitute employee may be released. If the employee fails to notify
8 the supervisor, the substitute is entitled to assignment and pay for that day, and the
9 employee shall be considered to be on unauthorized leave for that day.

10 C. If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under
11 this rule, the employee is still unable to assume the duties of his/her position, he/she
12 will be placed on a reemployment list for a period of 39 months.

13 **8. Industrial Accident and Illness Leave**

14 In addition to any other benefits that an employee may be entitled to under the Worker's
15 Compensation laws of this State, employees shall be entitled to the following benefits:

16 A. An employee suffering an injury or illness arising out of and in the course and scope of
17 his/her employment shall be entitled to a leave of up to sixty (60) working days in any
18 one fiscal year for the same accident or illness. This leave shall not be accumulated
19 from year to year, and when any leave will overlap a fiscal year, the employee shall be
20 entitled to only that amount remaining at the end of the fiscal year in which the injury
21 or illness occurred.

22 B. Payment for wages lost on any day shall not, when added to an award granted the
23 employee under the Worker's Compensation laws of this State, exceed the normal wage
24 for the day.

1 C. The industrial accident or illness leave is to be used in lieu of normal sick leave
2 benefits. When entitlement to industrial accident or illness leave under this section has
3 been exhausted, entitlement to other sick leave, vacation or other paid leave may then
4 be used. If, however, an employee is still receiving temporary disability payments
5 under the Worker's Compensation laws of this State at the time of the exhaustion of
6 benefits under this section, he/she shall be entitled to use only so much of his/her
7 accumulated and available normal sick leave and vacation leave, which, when added to
8 the worker's compensation award, provides for a day's pay at the regular rate of pay.

9 D. Any time an employee on Industrial Accident or Illness Leave is able to return to work,
10 he/she shall be reinstated in his/her position without loss of pay or benefits.

11 **9. Break in Service**

12 No absence under any paid leave provisions of this Article shall be considered as a
13 break in service for any employee who is in paid status and all benefits accruing under
14 the provisions of this Agreement shall continue to accrue under such absence.

15 **10. Personal Necessity Leave**

16 Employees may use up to seven (7) days of accumulated sick leave during any school
17 year in case of personal necessity. Personal necessity is defined as the activities listed
18 below. Acceptable reasons for Personal Necessity are:

19 A. Extension of bereavement leave. (Advance permission not required).

20 B. Accident, involving his/her person or property, or the person or property of a member
21 of his/her immediate family. (Immediate family as defined in Bereavement Leave)
22 (Advance permission not required).

23 C. Appearance in court as a litigant or as a witness under official order and for which no
24 other leave is provided.

- 1 D. Serious illness of a member of his/her immediate family as defined in Education Code
2 Section 45194. The District shall require a physician's written statement that the
3 employee was required to be in attendance of the immediate family member during the
4 period of serious illness. (Advance permission not required).
- 5 E. Response to an official order from another governmental jurisdiction for reasons not
6 brought about through the misconduct of the employee of such emergency nature that
7 the presence of the employee is required during his/her regular working hours and no
8 alternative meeting time during non-duty can be arranged. (Advance permission
9 required).
- 10 F. Settling of legal affairs and other serious, personal emergencies which cannot be
11 resolved on a non-working day. (Advance permission required).
- 12 G. Seeing a son, daughter or parent off to military duty overseas. (Advance permission
13 required).
- 14 H. Paternity leave for new fathers. (Advance permission required).
- 15 I. Imminent danger to the home of the employee, serious in nature, which, under the
16 circumstances, cannot be disregarded and requires attention during assigned hours of
17 service. (Advance permission not required).
- 18 J. The employee's application to use his/her sick leave for personal necessity must be
19 received by the District Office not less than two (2) working days prior to the desired
20 absence.
- 21 K. In those cases where advance permission is not required, the employee's application,
22 with appropriate supporting data, to use his/her sick leave for personal necessity must
23 be received by the District Office not more than ten (10) working days after returning
24 to duty. The supervisor must be notified as soon as practicable when advance
25 permission is not required.

1 L. Exceptions to this may be made by the Assistant Superintendent, Human Resources.

2
3 11. **Personal Leave**

4 A. Each employee of the bargaining unit shall be entitled to use two (2) days of sick leave
5 for personal leave per school year.

6 B. Employees planning to use such leave shall notify their supervisor on the appropriate
7 District form, at least forty-eight (48) hours in advance of such usage.

8 C. No more than five (5) members of the unit shall be absent on any one day under
9 Personal Leave provisions. Exceptions to this may be made by the Assistant
10 Superintendent of Human Resources.

11 D. Personal leave shall not be used for strikes, work stoppages, picketing or any other
12 interference with District operations.

13 12. **Parental Leave**

14 1) An employee shall be entitled to use up to 12 work weeks of parental leave for
15 reason of the birth of a child or the placement of a child with the employee in
16 connection with the adoption or foster care of the child by the employee. Parental leave
17 shall run concurrently with unpaid leave under the California Family Rights Act
18 (CFRA). Current and accumulated sick leave shall be used for parental leave until it is
19 exhausted. Thereafter, the employee shall receive differential pay as described in
20 Article IX Section 6, Entitlement to Other Sick Leave/Differential Pay, or 50 percent
21 pay, whichever is greater, for the remainder of the up to 12 work week period. Parental
22 leave under this section shall be interpreted consistently with CFRA, except that an
23 employee shall be eligible for parental leave even if he/she did not work 1,250 hours
24 during the previous 12 months. The total aggregate parental leave and CFRA leave
25 taken shall not exceed 12 work weeks in a 12 month period.

1 13. **Catastrophic Leave**

2 **Conditions of Participation**

3 A District employee who is a member of CSEA Chapter # 92 becomes eligible to receive
4 catastrophic leave donations when the employee has exhausted or will soon exhaust all of
5 his/her accrued sick leave and compensatory time as a result of a long term illness or
6 injury suffered by either the employee or an “immediate family member” as defined in the
7 Bereavement Leave section of this Article.

8 Employees may donate accrued vacation, sick leave (not to exceed 5 days in one year),
9 and/or compensatory time.

10 Donations must be made in whole day increments which will be converted to hours for the
11 purpose of calculating the leave provided to the done.

12 Donors must have a sick leave balance of 5 days remaining after making a donation.

13 **Processing of Donations**

14 An employee requesting catastrophic leave shall provide the Human Resources office with
15 a release of information from a doctor confirming that the employee has an illness or
16 injury and the anticipated date of return to work.

17 The Human Resources office will provide notification by e-mail to all bargaining unit
18 members specifying the name of the employee seeking catastrophic leave and requesting
19 donations of leave from employees. Site secretaries will also post the information on the
20 CSEA bulletin board.

21 Upon receipt of donation authorization, the Human Resources office shall verify that
22 donating employees have minimum required leave balance required for the donation. If
23 the donor and employee requesting the donation are eligible, only the number of days
24 needed shall be transferred to the requesting employee. Days shall be transferred in the
25 order donation authorizations are received. The Human Resources office shall notify all

1 employees whose donation authorizations resulted in the transfer of sick leave days. The
2 Human Resources office will retain a confidential file of donation authorizations.

3 **14. Treatment of Donated Leave**

4 Donated leave is treated as sick leave accrued by the donor. Employees who are utilizing
5 donated sick leave will continue to accrue vacation and sick leave in accordance with the
6 provisions of the collective bargaining agreement.

7 **15. Unpaid Leave**

8 Bargaining unit employees who work a 12-month (240) or more days per year schedule may
9 request up to 15 days of unpaid leave in addition to their vacation days. The number of days
10 and designated dates of unpaid leave must be designated prior to July 1 of each year to enable
11 salary and benefits to be adjusted in an equal portion over the school year. If for some reason
12 the employee is not able to take the unpaid leave due to work requirements, the employee may
13 submit the total number of days for pay at the end of the next pay period.

14 The Superintendent may grant leaves without pay, for periods not to exceed three (3) months,
15 at the request of the employee concerned, because of illness, disability or for other reasons
16 when recommended by the Assistant Superintendent of Human Resources.

17 Requests for leaves without pay for periods in excess of three (3) months shall be submitted to
18 the Board of Education for approval or disapproval.

19 Leave of absence without pay exceeding three (3) months may be granted to a permanent
20 classified employee, upon the written request of the employee and the approval of the Board of
21 Education, subject to the following restrictions:

22 Leave of absence without pay may be granted if not to exceed six (6) months. The Board may
23 renew the leave of absence for two (2) additional six (6) month periods or such lesser leave
24 periods that it may provide, not to exceed a total of eighteen (18) months. Leave of absence
25 for military service shall be granted as provided by the Education Code , Military and Veterans

1 Code and leave of absence for service in the Peace Corps or Vista may be granted for a period
2 not to exceed twenty-four (24) months.

3 The granting of a leave of absence without pay gives to the employee the right to return to
4 his/her former position at the expiration of the leave, provided that employee is capable of
5 performing the duties. The position may be filled only for the duration of the leave.

6 If time is requested away from a position for a period of less than two (2) weeks, the employee
7 need not apply for a leave of absence. Employee should make arrangements with the
8 department supervisor and obtain prior approval.

9 After exhaustion of all paid leave, a permanent employee may be placed on additional leave
10 upon request and with the approval of the Board. The additional leave may be paid or unpaid
11 and may be extended for any period not to exceed 18 months. If placed on unpaid leave, the
12 employee shall not again become eligible for paid leave because of the commencement of a
13 new fiscal year until he/she has rendered service.

14 **Leave for Part-time Employees**

15 Each continuing part-time employee shall earn vacation leave and sick leave with full pay in
16 the same proportion to that provided for a full-time employee as his total hours of work in each
17 month or fiscal year bears proportionately to the total hours of full-time work in the same
18 month or fiscal year.

19 **Leave Reporting**

20 Each department head shall promptly furnish the Assistant Superintendent of Human
21 Resources with a report of each approved leave in his/her department. The Assistant
22 Superintendent of Human Resources shall maintain a record of all leave taken and the leave
23 balances accumulated by each employee.

1 **Absence Reporting and Recording**

2 Every absence of each employee shall be reported and recorded in a manner prescribed by the
3 Assistant Superintendent of Human Resources.

4 **Absence for Examination**

5 Every employee in the classified service shall be permitted to be absent from duty during
6 working hours in order to take any examination or interview for transfer/promotion in the
7 District without deduction of pay or other penalty, provided that two (2) days' notice is given to
8 the immediate supervisor.

9 **ARTICLE X. SEXUAL HARASSMENT**

10 The parties agree that no unlawful sexual harassment shall be tolerated in the District.
11 Members of the bargaining unit alleging violations of this Article shall process complaints
12 pursuant to Administrative Regulation Section 4031.
13 Unit members should also refer to Board Policy 4219.11 and Administrative Regulation
14 4219.11 addressing sexual harassment.

15 **ARTICLE XI. HOLIDAYS**

16 **Additional Holiday**

17 Days of National Mourning or like holidays declared by the Governor of the State or the
18 President of the United States, which effectively close the schools of this District, shall be
19 holidays for employees in the unit.

20 **Holiday Eligibility**

21 Except as otherwise provided in this article, an employee must be in paid status on the working
22 day immediately preceding or succeeding the holiday to be paid for the holiday. Employees in
23 the bargaining unit who are not normally assigned to duty during the school holidays of
24 December 25, local holiday associated with December 25, New Year's or Good Friday shall be
25 paid for those holidays provided that they were in a paid status during any portion of the

1 working day of their normal assignment immediately preceding or succeeding the holiday
2 period. Earned vacation time, and bona fide sick leave for which the employee furnishes a
3 doctor's certificate, if required, are considered as days worked for this purpose. See Appendix
4 B for the Classified Holiday Schedules.

5 **Local Holidays**

6
7 The District shall provide a full day holiday for the local holiday associated with Easter and
8 July 4th. Subject to section 2 above. Upon completion of one full fiscal year of service, each
9 bargaining member shall receive another one full day pay for the local holiday associated with
10 Dec 25th. Those with less than one full fiscal year of service shall not be paid for the local
11 holiday associated with December 25th. This local holiday shall follow the same provisions as
12 Article XVI, Vacation Pay in Lieu of Vacation. Local holidays associated with Easter and July
13 4th will be mutually agreed upon by CSEA and the District.

14 **Holiday Pay**

15 Probationary, permanent, provisional and restricted class employees, unless eliminated by
16 Section 45256 of the Education Code, shall be granted pay for legal and declared holidays
17 equal to that for their regular working day, with the following qualifications:

- 18 A. When a holiday herein listed falls on Sunday, The following Monday shall be observed
19 as the holiday; when a holiday herein listed falls on a Saturday, the preceding Friday
20 shall be deemed the holiday.
- 21 B. To be eligible for holiday pay, an employee must have worked the last scheduled
22 workday before or the first scheduled work day after the holiday. Authorized leave of
23 absence will fill one or both of these requirements.
- 24 C. When a holiday falls on a day when the employee is absent on paid status, the
25 employee shall be granted an additional day off.

- 1 D. Employees in permanent positions whose regular assignments do not require their
2 attendance at work during the Christmas and Easter recess period, but who have been
3 compensated for the working day next preceding the recess period or immediately
4 following the recess period, shall be entitled to pay for the Christmas and New Year's
5 holiday.
- 6 E. A probationary employee who voluntarily terminates his/her service with the District or
7 takes a leave of absence without pay in excess of one (1) calendar month shall receive
8 pay for a holiday only if he/she received compensation for either the working day
9 immediately preceding or the working day immediately following the holiday.
- 10 F. A permanent employee who voluntarily terminates service with the District or takes a
11 leave of absence without pay in excess of one (1) calendar month shall receive pay for a
12 holiday only if he/she received compensation for either the working day immediately
13 preceding or the working day immediately following the holiday.
- 14 G. When a holiday immediately precedes the first day of service by a permanent employee
15 in a new assignment either on short-term or permanent basis, employee shall receive
16 holiday pay for the previous assignment (if employee was compensated for the working
17 day immediately prior to the holiday.)
- 18 H. When a holiday immediately follows the completion of a specific assignment by a
19 permanent employee in a position other than the one to which regularly assigned,
20 holiday pay shall be that for the specific assignment, just completed or for the regular
21 assignment, whichever provides the higher pay.
- 22 I. No holiday pay shall be due or granted to short-term employees, substitutes or persons
23 without probationary or permanent status employed for extra work.
- 24 J. Holiday pay shall be due or granted to otherwise eligible employees under the
25 following circumstances:

1 six-month probationary period. This restriction shall not apply to an application for additional
2 hours at the same site and under the same supervisor.

3 **2. Transfers**

4 **Definition**

5 A transfer is the relocation of an employee from one work site in his/her classification to
6 another work site in his/her classification involving the same salary range and gross pay. A
7 transfer can be involuntary or voluntary.

8 A. Involuntary Transfers: A transfer may be initiated by District management at any time,
9 including in response to a vacancy posting, whenever such transfer is in the best
10 interest of the District as defined by District management. A unit member affected by
11 such transfer shall be given notice as soon as administratively practicable and when
12 possible, a conference will be held between the appropriate management person and the
13 unit member in order to discuss the reasons for the transfer. Involuntary transfers will
14 not be used as a punitive or disciplinary action.

15 B. Voluntary Transfer: If a voluntary transfer request is submitted, an interview will be
16 granted between the bargaining unit member and the three member panel of the vacant
17 position. Employees requesting a transfer in response to a posted vacancy will be
18 considered before outside applicants. If the transfer applicant is not selected by the
19 three member panel, the transfer applicant would then be eligible to apply when the
20 vacancy is opened to external applicants.

21 C. Seniority Consideration: If after interviewing all transfer request it is determined that
22 two or more Bargaining Unit Members are considered equally qualified to transfer into
23 the vacancy, the Bargaining Unit Member with the greatest bargaining unit seniority
24 will be granted the transfer.

1 D. Timing: All transfer requests shall be processed prior to commencement of the
2 promotion process.

3 E. Denials: In the event a request for voluntary transfer is denied, a unit member may
4 reapply during the internal promotional process.

5 **3. Internal Promotion Process**

6 A. If there are no approved transfer requests, the District shall then consider internal
7 applicants for promotion as well as the voluntary transfer request(s) that may have been
8 denied. This process must be completed before considering outside applicants.

9 After the 7 day posting period, a human resources designee will meet with the site Principal or
10 Supervisor and a CSEA representative designated by the Chapter President, to make up a three
11 member panel. The three member panel shall review the letters of interest, resumes and
12 applicant qualifications for the open position. Employees who meet the minimum
13 qualifications for the open position shall be granted an interview with the interview panel.

14 Seniority credit shall be added to the final scoring matrix for candidates in the amount of one-
15 fourth (1/4) of one point for each year of service, not to exceed a total of five (5) points. Credit
16 shall be granted for time spent in regular status in the classified service and on leave from the
17 District. A full year's credit shall be granted to employees whose regular position is assigned
18 on less than a calendar year basis.

19 Qualified internal candidates will be scored based upon a standardized matrix that provides for
20 up to 5 points for seniority. The three member panel shall interview qualified prospective
21 candidates and add interview points to each candidate's cumulative points. After the
22 interview, the panel shall review the points and decide which candidate to recommend to the
23 Board of Trustees for placement into the vacant position, or whether to post the position to the
24 outside for external candidates.

25 **4. Internal Promotion Probationary Period**
26

1 Permanent employees who accept an internal promotion shall serve a six-month probationary
2 period. A permanent employee who accepts a promotion and fails to successfully complete
3 the probationary period for that promotional position, shall be returned to the classification
4 from which he/she was promoted. At the end of the second, fourth and sixth month of service
5 a Performance Evaluation Report shall be completed by the supervisor and discussed with the
6 employee. All performance concerns should be addressed during the Performance Evaluation
7 review.

8 **5. External Promotion Process**

9 If no internal candidate is selected for the vacant position, outside candidates, to include
10 classified substitutes, shall be interviewed by the three member panel. Substitute classified
11 employees are considered external applicants.

12 **6. New Hire Orientation**

13 The District shall notify the CSEA chapter President or Treasurer by email of newly hired
14 classified employees. The CSEA Chapter President, Site Rep or other chapter designee shall
15 be provided with fifteen (15) minutes of release time to meet with the new employee either at
16 the time of his/her orientation or during the first day at their new site, to distribute CSEA's
17 benefit materials.

18 **DISTRICT NOTICE TO CSEA OF NEW HIRES**

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

22 **EMPLOYEE INFORMATION**

23 "Newly hired employee" or "new hire" means any employee, whether permanent, full time,
24 part time, hired by the District, and who is still employed as of the date of the new employee
25 orientation. It also includes all employees who are or have been previously employed by the

1 District and whose current position has placed them in the bargaining unit represented by
2 CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the
3 date upon which the employee’s employee status changed such that the employee was placed
4 in the CSEA unit.

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

- 9 i. First Name;
- 10 ii. Middle initial;
- 11 iii. Last name;
- 12 iv. Suffix (e.g. Jr., III)
- 13 v. Job Title;
- 14 vi. Department;
- 15 vii. Primary worksite name;
- 16 viii. Work telephone number;
- 17 ix. Work Extension;
- 18 x. Home Street address (incl. apartment #)
- 19 xi. City
- 20 xii. State
- 21 xiii. ZIP Code (5 or 9 digits)
- 22 xiv. Home telephone number (10 digits);
- 23 xv. Personal cellular telephone number (10 digits);
- 24 xvi. Personal email address of the employee;
- 25 xvii. Last four numbers of the social security number;
- 26 xviii. Birth date;
- 27 xix. Employee ID;
- 28 xx. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- 29 xxi. Hire date.
- 30

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

33 In the event no one is hired on any particular month, the District shall send an e-mail to
34 CSEA confirming they did not hire any new staff that month.

- 35 a) Periodic Update of Contact Information: The District shall provide CSEA with a list of
36 all bargaining unit members names and contact information on the last working day of

1 September, January and May. The information shall be provided to CSEA
2 electronically via a mutually agreeable secure FTP site or service. This contact
3 information shall also include the following information, with each field listed in its
4 own column;

- 5 i. First Name;
- 6 ii. Middle initial;
- 7 iii. Last name;
- 8 iv. Suffix (e.g. Jr., III)
- 9 v. Job Title;
- 10 vi. Department;
- 11 vii. Primary worksite name;
- 12 viii. Work telephone number;
- 13 ix. Work Extension;
- 14 x. Home Street address (incl. apartment #)
- 15 xi. City
- 16 xii. State
- 17 xiii. ZIP Code (5 or 9 digits)
- 18 xiv. Home telephone number (10 digits);
- 19 xv. Personal cellular telephone number (10 digits);
- 20 xvi. Personal email address of the employee;
- 21 xvii. Last four numbers of the social security number;
- 22 xviii. Birth date;
- 23 xix. Employee ID;
- 24 xx. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);
- 25 xxi. Hire date.

26 27 **NEW EMPLOYEE ORIENTATION**

- 28
- 29 a) “New employee orientation” means the onboarding process of a newly hired public
30 employee, whether in person, online, or through other means or mediums, in which
31 employees are advised of their employment status, rights, benefits, duties and
32 responsibilities or any other employment-related matters.
- 33 b) The District shall provide CSEA mandatory access to its new employee orientations.
34 CSEA shall receive not less than ten (10) days’ notice in advance of an orientation,
35 except that a shorter notice may be provided in a specific instance where there is an
36 urgent need critical to the District’s operations that was not reasonably foreseeable.

1 the provisions of this Agreement shall remain in effect until the negotiation of a new
2 Agreement is completed. In the event an agreement is not reached within sixty (60) days
3 after the demand to negotiation, either party can make a demand for interest arbitration.

- 4 i. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on
5 this during the life of the Agreement from the date this Agreement is signed, through
6 June 30, 2022.

7 Savings Clause: If during the life of the Agreement there exists any applicable law, rule,
8 regulation or order issued by governmental authority, other than the District, which shall
9 render invalid or restrain compliance with or enforcement of any provision contained within
10 this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining
11 portion(s) shall continue in full force and effect. Upon written notification by one of the Parties
12 to the other, any portion of the Agreement that is invalidated in accordance with this Article
13 shall be opened for negotiations within thirty (30) days of the invalidation.

14 **Medical Transfer**

15 The District shall give alternate work when the same is available to an employee who has
16 become immediately unable to satisfactorily perform his/her regular job class duties. The
17 alternate work may constitute promotion, demotion or lateral transfer to a related class.

18 **Reclassification**

19 a. Members of a classification may initiate a classification review when the essential
20 functions and or qualifications of a position change or if there has been an accretion of duties
21 or an identified error in a job description. A reclassification is the upgrading of a position to a
22 higher classification as a result of the gradual accretion of duties being performed by the
23 incumbent in such a position.

1 b. Request for reclassification must be received by the Human Resources Department
2 during the window period of January 15 through February 15 (or the first work day following
3 February 15th) in any given year.

4 c. Members must use the CSEA/District approved reclassification packet. This packet
5 can be found on the district's website. Upon completion of the packet, the member can make
6 an appointment and meet with the Assistant Superintendent Human Resources to verify that all
7 forms are completed and to submit the completed reclassification packet.

8 d. The Assistant Superintendent Human Resources shall provide a response to the
9 member no later than April 1st. April 1st falls on a non-work day, the due date will be the next
10 work day in any given year).

11 ii. If CSEA is not satisfied with the reclassification decision, they may opt to bring the
12 reclassification to the district through the negotiation process, without the loss of a
13 reopener.

14 Whenever all or a portion of the positions in a class are reclassified upward as determined by
15 the District Superintendent or designee and approved by the Board of Trustees, any incumbent
16 in the positions being reclassified, regardless of years of service in the positions, shall be
17 reclassified with the positions. Prior to bringing a new job description to the Board of Trustees
18 for approval, the District shall confer with the CSEA for input.

19 **ARTICLE XIII. SAFETY**

20
21 The District shall conform to and comply with all health, safety and sanitation requirements
22 imposed by State or Federal law or regulations adopted under State or Federal law.

23 **ARTICLE XIV. PERSONNEL FILES**

24 Materials in personnel files of employees which may serve as a basis for affecting the status of
25 their employment are to be made available for the inspection of the person involved. .Such
26 material is not to include ratings, reports or records which (1) were obtained prior to the

1 employment of the person involved; (2) were prepared by identifiable examination committee
2 members; or (3) were obtained in connection with a promotional examination. Every employee
3 shall have the right to inspect such materials upon request, provided that the request is made at
4 a time when such person is not actually required to render services to the District. Information
5 of a derogatory nature, except materials mentioned in the second paragraph of this section,
6 shall not be entered or filed unless and until the employee is given notice and an opportunity to
7 review and comment thereon. An employee shall have the right to enter and have attached to
8 any such derogatory statement, his/her own comments thereon. Such review shall take place
9 during normal business hours, with no loss in compensation for the employee.

10 Upon written authorization by the employee, a representative of CSEA shall be permitted to
11 examine and/or obtain copies of materials in such employee's personnel file. Costs for such
12 copies shall be incurred by CSEA and a receipt shall be provided CSEA.

13 Access to personnel files shall be limited to the members of the District administration on a
14 need-to-know basis. The contents of all personnel files shall be kept in the strictest confidence.

15 **ARTICLE XV. GRIEVANCES**

16 **Definition**

17 A grievance is a good-faith allegation by a grievant that he/she has been adversely affected by
18 a violation of this Agreement.

19 A "grievant" may be either any employee covered by this Agreement or the Association.

20 A "day" is any day in which the Central Administrative Offices of the Los Banos Unified
21 School District are open for business.

22 The "immediate supervisor" is the manager or supervisor having immediate jurisdiction over
23 the grievant.

24 **Miscellaneous Grievance Procedures**

25 CSEA shall be informed of the grievance disposition at each level.

1 An employee covered by this Agreement may present a grievance directly and have such
2 grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent
3 with the terms of this Agreement.

4 Any employee witnesses required to appear in connection with this article by the supervisor
5 shall suffer no loss of pay, nor be required to make up the time. The grievant and one (1)
6 CSEA Grievance Officer shall be entitled to release time to take part in any grievance
7 adjudication conference called by the supervisor deciding the grievance.

8 **Informal Level**

9 Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an
10 informal conference with his/her immediate supervisor.

11 **Formal Level**

12 **Level I:**

13 Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the
14 grievant and/or his/her CSEA Grievance Officer must present his/her grievance, in writing, on
15 the appropriate District form, to his/her immediate supervisor. This shall be a clear, concise
16 statement of the grievance, including the specific provisions of this Agreement claimed to have
17 been violated, the circumstances constituting such alleged violation, the decision rendered at
18 the informal conference and the specific remedy sought.

19 The immediate supervisor shall communicate his/her decision to the employee, in writing,
20 within eight (8) days after receiving the formal grievance. If the immediate supervisor does
21 not respond within the time limit, the grievant may appeal to the next level.

22 Within the above time limits, either party may request a personal conference and the employee
23 may be accompanied to such conference by a CSEA Grievance Officer.

24 **Level II:**

1 If the grievant believes the decision at the previous level is incorrect, he/she may, within
2 eight(8) days, appeal the decision, on the appropriate District form, to the Assistant
3 Superintendent for Business, or his/her designee. This statement shall include a copy of the
4 original grievance and appeal, the decision rendered, and a clear, concise statement of the
5 reasons for the appeal.

6 The Assistant Superintendent of Fiscal Services or his/her designee, shall communicate his/her
7 decision to the grievant within ten (10) days. If the Assistant Superintendent for Business, or
8 his/her designee, does not respond within the time limits provided, the grievant may appeal to
9 the next level.

10 **Level III:**

11 If the grievant believes the decision at the previous levels is incorrect, he/she may, within eight
12 (8) days, appeal the decision, on the appropriate District form, to the Superintendent, or his/her
13 designee. This statement shall include a clear copy of the original grievance and appeal, the
14 decision rendered and a clear, concise statement of the reasons for this appeal.

15 The Superintendent, or his/her designee, shall communicate his/her decision to the grievant
16 within ten 10) days. If the Superintendent, or his/her designee, does not respond within the
17 time limits provided, the grievant may appeal to the next level.

18 **Level IV:**

1 In the event the grievant is not satisfied with the decision of the Superintendent, or his/her
2 designee, he/she may appeal the decision, in writing, within ten (10) days to the Board of
3 Education. Copies of previous actions on the grievance shall be included with the appeal and it
4 shall be made on the appropriate District form. The Board shall consider the matter within
5 forty (40) days.

6 If the Board of Education determines that it is unable to render a final determination based on
7 the record submitted, it may reopen the record for the taking of additional evidence.

8 The Board of Education has the power to render the final and binding determination of the
9 grievance. Such determination shall be communicated to the grievant in writing.

10 **ARTICLE XVI. VACATION TIME**

11 **Eligibility**

12 All employees in the bargaining unit shall earn paid vacation time under this Article. Regular
13 employees who are on leave to serve in a limited-term assignment, or who serve in limited-
14 term assignments during periods when they are not regularly assigned, shall earn vacation
15 during such limited-term assignments. Vacation shall also be earned during any paid leave of
16 absence. Vacation benefits are earned on a fiscal year basis July 1-June 30.

17 **Paid Vacation**

18 Except as otherwise provided in this Article, paid vacation shall be granted no later than the
19 fiscal year immediately following the fiscal year in which it is earned. When approved by the
20 District the paid vacation may be granted in the fiscal year in which it is earned. A new
21 employee of the District shall not be eligible to take any vacation until completion of six (6)
22 months of active service with the District.

23 **Accumulation**

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

1 From the first year through the fifth year of service, vacation time shall be earned and
2 accumulated at the rate of one (1) vacation day for each month of service; not to exceed twelve
3 (12) days per fiscal year.

4 From the sixth through the tenth year of service, the employee shall be entitled to fourteen (14)
5 vacation days per year.

6 From the eleventh through the fifteenth year of service, the employee shall be entitled to
7 sixteen (16) vacation days per year.

8 From the sixteenth through the twentieth year of service, the employee shall be entitled to
9 eighteen (18) vacation days per year.

10 From the twenty-first year and over, the employee shall be entitled to twenty (20) vacation
11 days per year.

12 i. Vacation days shall be prorated for employees who work less than full-time in the same ratio
13 as the regular work hours per day, days per week, weeks per month, or months per year of such
14 part-time employees bear to eight (8) hours per day, forty (40) hours per calendar week, four
15 (4) calendar weeks per month or twelve (12) calendar months during the school year.

16 Vacation credit may be accrued to a total not exceeding that which the employee could earn in
17 fifteen (15) months of continuous service. Advance use of vacation credit may be granted only
18 upon the approval of the Superintendent, or his designee.

19 No pay for accrued vacation shall be paid to employees whose employment is terminated prior
20 to or upon completion of the probationary period.

21 An employee who has completed the probationary period may be granted vacation during the
22 school year even though not earned at the time the vacation is taken, with the consent of the
23 employee's supervisor.

1 **Vacation Pay in Lieu of Vacation**

2 The following job classifications for nine (9) month employees shall continue to have their
3 vacation days paid to them in their monthly check. These job classifications include, but are
4 not limited to the following: Paraprofessionals, Bus Drivers, Child Nutrition Technicians,
5 Child Nutrition Site Specialists, Child Nutrition Workers, Campus Security, Office Assistants,
6 Health Assistants, Site leaders, Behavior Support Aides, Behavior Support Specialists,
7 Community Liaison and Music Accompanist.

8 **Vacation Pay Upon Termination**

9 When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled
10 to all vacation pay earned and accumulated up to and including the effective date of
11 termination.

12 If an employee is terminated or resigns and had been granted vacation which was not earned at
13 the time of termination, the District shall deduct from the employee's severance pay the full
14 amount of salary that was paid for such unearned days of vacation taken.

15 **Vacation Postponement**

16 If a bargaining unit employee's vacation becomes due during a period when he/she is on leave
17 due to illness or injury, he/she may request that his/her vacation date be changed and the
18 District may reschedule such vacation in accordance with vacation dates available at that time.

19 The employee may request to have his/her vacation rescheduled in accordance with the
20 vacation schedule available at that time, or may request to carry over his/her vacation to the
21 following year, or he/she may elect to receive compensation for all vacation earned and
22 accumulated during the fiscal year.

23 If, because of employer's needs, a bargaining unit employee is not permitted to take all or any
24 part of his/her annual vacation, the amount not taken shall, at the option of the employee, be
25 accumulated for use in the following year or be paid for in cash.

1 Scheduled holidays do not count as vacation days.

2 **Vacation Scheduling**

3 Vacation schedules shall be approved by an administrator.

4 **Interruption of Vacation**

5 An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave
6 in order to begin any other type of paid leave provided by this Agreement.

7 **ARTICLE XVII. REDUCTION IN HOURS**

8
9 Regular employees who are reduced in work assignment shall have the right to displace the
10 employee with the least seniority within their classification working the same number of hours.

11 Upon ten (10) days notice to the District, the employee may exercise the right of displacement
12 within sixty (60) days following reduction. Employee(s) displaced by this action shall be
13 assigned to the position which was reduced in hours and shall receive the first position open
14 within the classification that would restore their original hours.

15 Notice of reduction in hours shall be given to the employee(s) at least ten (10) working days
16 prior to the action.

17 **ARTICLE XVIII. LAYOFFS AND RE-EMPLOYMENT**

18
19 **Reasons for Layoff**

20 Employees shall be subject to layoff whenever their positions are abolished or reduced in time,
21 or whenever necessary because of lack of work or lack of funds.

22 **Order of Layoff**

23 Whenever it is necessary to lay off one or more employees in a class in which there is more
24 than one employee in the class in which the layoff is necessary, employees shall be laid off in
25 the following order:

- 26 (1) Emergency, limited term and provisional employees.
27 (2) Probationary employees.

1 Permanent employees. No permanent employee shall be laid off until all employees in the
2 same class with less total service in the class and all classes at the same or higher salary range
3 have been laid off.

4 The definition of "class" for purposes of this Agreement are to be a group of classifications
5 relating to the same work in which the employee possesses skills.

6 The definition of "classification" for this Agreement will be the specific job title of any
7 position held by a unit member.

8 Whenever a unit member is laid off, the order of layoff in the "class" shall be determined by
9 "length of service." The unit member who has been employed the shortest time in the "class"
10 shall be laid off first.

11 "Length of service" means seniority shall be calculated by "date of hire" by the District into a
12 bargaining unit "classification" within the "class:"

13 "Date of hire" means the first date in paid status in a "classification." Substitute service is not
14 counted.

15 **Displacement/Bumping Rights**

16 If an employee who is laid off has greater total continuous service in the class plus higher
17 classes than another employee in the same department in a class with the same or lower salary
18 allocation and in which he previously had permanent or probationary status, the employee with
19 the least total service shall be displaced by the senior employee and shall be laid off.

20 Should an employee have the right to displace in more than one class, he/she shall first
21 displace in the class with the highest salary allocation.

22 Unit members laid off from their present "classification" may bump into a lower
23 "classification" within a "class" in which said unit member has greatest seniority.

1 No bumping may be allowed to a higher "classification" either by salary or hours unless the
2 classification" was previously held within 18 months with a positive evaluation. Seniority at a
3 lower "classification" shall not accrue as length of service for a higher "classification."

4 Reassignment (bumping) into a lower or equal "classification" or position not previously held
5 shall require proof of skills and competency for the "classification," along with a successful
6 interview with a three member interview panel, which will include the new supervisor as one
7 of the panel members. When bumping occurs, it shall be to any vacant position within
8 "classification" or next lowest "classification." When no vacant position is available, bumping
9 shall occur to the least senior position within the "classification."

10 **Equal Seniority**

11 If two (2) or more unit members subject to layoff have equal "class" seniority, then the
12 determination shall be made by negotiations to be determined at the time by CSEA #92 and the
13 District.

14 **Restoration**

15 Each person who has been laid off or displaced from a position in which he had permanent
16 status shall, in writing, be offered restoration to the position from which he/she is laid off,
17 should such a position be re-established or should the necessity for layoff or displacement
18 cease to exist, or should another position in the same class become vacant within thirty-nine
19 (39) months after the date he/she is laid off or displaced. In the case of reductions in lieu of the
20 right of layoff, restoration shall continue for a total of 63 months from the date of layoff.
21 Should he/she not accept restoration within one (1) week after the date of the offer or should
22 he/she decline to begin work within three (3) weeks after the date of the offer, he/she shall be
23 declared unavailable and shall forfeit his/her right to restoration unless further offer of
24 restoration is granted by the District.

1 Whenever more than one (1) person has been laid off and/or displaced in the same class in the
2 same department, the order of restoration shall be in the reverse of the order of layoff.

3 Whenever a person is unavailable for restoration, the next senior person who is eligible for
4 restoration shall be offered restoration in the same manner and under the same conditions.

5 Should there be no person eligible and available for restoration; the position may be filled as
6 otherwise provided by this Agreement for appointment to a vacant position.

7 A person who is unavailable for restoration may, within two (2) weeks after he/she is declared
8 unavailable, request in writing to the District that he/she be considered for further offer of
9 restoration, should such occur within thirty-nine (39) months after layoff or displacement.

10 His/her request shall contain a full explanation of the reason for his/her unavailability. Within
11 one (1) month after the request is filed, the District shall either grant or deny further offer of
12 restoration. The District may specify conditions under which further offer of restoration may
13 be granted.

14 **Retirement in Lieu of Layoff**

15 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff,
16 voluntary demotion or reduction in assigned time. Such employee shall, within ten (10) work
17 days prior to the effective date of the proposed lay-off, complete and submit a form provided
18 by the District for this purpose.

19 **Seniority During Involuntary Unpaid Status**

20 Upon return to work, all time during which an individual is in involuntary, unpaid status shall
21 be counted for seniority purposes not to exceed thirty-nine (39) months, except that during
22 such time the individual shall not accrue vacation, sick leave, holidays or other leave benefits.

23 **ARTICLE XIX. EMPLOYEE EXPENSES & MATERIALS**

24 **Uniforms**

25 Uniforms are not required, but employees are expected to dress appropriately for the job.

1 **Tools**

2 The District agrees to provide all tools, equipment and supplies reasonably necessary to
3 bargaining unit employees for performance of employment duties.

4 **Replacing or Repairing Employee's Property**

5 The District shall provide reimbursement to any employees for the cost of repairing or
6 replacing eye glasses, hearing aids, dentures, time pieces or other personal effects when such
7 property is damaged on the job without employee negligence. Repair or replacement cost will
8 be prorated on the basis of life expectancy of the item being repaired or replaced. Life
9 expectancy is to be determined by a mutually-agreed upon source. Proof of loss may be
10 required. The District shall provide for reimbursement for the loss of an employee's personal
11 effects only while the employee is acting within the scope of the employee's responsibilities.

12 A written request for reimbursement under this section shall be required of the employee
13 before any payment can be authorized.

14 **Safety Equipment**

15 Should the employment duties of an employee in the bargaining unit reasonably require use of
16 any equipment or gear to insure the safety of the employee, or others, the District agrees to
17 furnish such equipment or gear.

18 **Non-Owned Automobile Insurance**

19 An individual classified employee using his/her vehicle on authorized school business shall be
20 considered an agent of the District and covered under the District's general liability policy.

21 **Physical Examination**

22 The District agrees to provide the full cost of any medical examination required as a condition
23 of continued employment.

24 Any fees or other cost requirements of continued employment shall be paid by the District
25 (e.g., special driver's licenses renewals, in-service training requirements.)

1 **ARTICLE XX. TRAVEL PROCEDURES**

2 **Travel**

3 These regulations recognize that attendance at meetings and conferences and visitations to
4 other institutions for the purpose of examining their facilities and educational methods
5 contribute to the professional growth of employees and to the improvement of their services to
6 the school district. It is recognized, furthermore, that other purposes necessitating travel
7 include transaction of District business, attendance at meetings related to pertinent legislative
8 matters, and travel with student groups in connection with student activities.

9 **Travel Authorization**

10 Final authority to approve travel for district employees rests with the Board of Trustees. To
11 facilitate this detail of the District's operation, the Board of Trustees delegates to the
12 Superintendent the authority to approve travel requests either within or out of the state. The
13 Superintendent may further delegate the immediate authority to other administrative personnel
14 for approving travel requests within the state for district personnel within prescribed budgetary
15 limitations and criteria. The extent of travel shall be controlled so as not to weaken the work
16 program or operation of any departments. The opportunity to attend conferences and
17 professional growth meetings shall be distributed as broadly as possible. The approval of
18 warrants of reimbursement for expenses incurred shall serve as ratification of all such travel.

19 **Out-of-State Travel**

20 When granted, out-of-state travel shall be related to personnel recruitment, attendance at
21 regional or national educational meetings, or participation in other professional activities of
22 exceptional benefit to the District.

23 **ARTICLE XXI. EVALUATIONS**

24 **PERFORMANCE AND EVALUATIONS**

1 **When Evaluations Are to Be Made**

2 All regular classified employees shall be evaluated by their immediate administrator/supervisor
3 in accordance with the following schedule:

4 Probationary employees – during the second, fourth and sixth month of service. Permanent
5 employees will be evaluated at least once each year, prior to the end of the fiscal year.

6 **Who Makes Evaluations**

7 Each administrator/supervisor is responsible for the evaluation of employees under their
8 direct supervision.

9 **Procedure to be Followed**

10 Performance evaluation reports shall be made on District approved forms. The administrator/
11 supervisor shall present the performance evaluation report to the employee and discuss it with
12 him/her. The evaluation form shall be signed by the employee to indicate receipt, and he/she
13 shall be given a signed copy. Performance evaluation reports shall be filed in the employee's
14 personnel records and shall be available for review in connection with promotional
15 opportunities and disciplinary actions. The evaluation process and procedures shall be at the
16 sole discretion of the District. Immediate "Supervisors" who have direct knowledge of the
17 employee's performance shall be included in the evaluation process. If the employee is not
18 satisfied with his/her performance evaluation, he/she may submit a written response. The
19 response shall be attached to the original evaluation and filed as one document in the personnel
20 file. If a permanent employee feels the evaluation does not reflect the quality of his/her
21 performance, he/she may ask the immediate administrator/supervisor for a review of said
22 evaluation.

23 If the evaluator does not feel such a review is appropriate or if the employee still disagrees
24 with the reviewed evaluation, he/she may request an evaluation review by the Assistant
25 Superintendent of Human Resources, or his/her designee.

1 The Assistant Superintendent of Human Resources or his/her designee's decision shall be final.

2 **ARTICLE XXII. SEPARATIONS AND SUSPENSIONS**

3 **Termination of Probationary Employment**

4 At any time prior to the expiration of the probationary period, the Superintendent or designee
5 may, at his/her discretion, dismiss a probationary classified employee from District
6 employment. A probationary employee shall not be entitled to a hearing.

7 **Termination of Permanent Employment**

8 Permanent classified employees shall be subject to personnel action (suspension without pay,
9 demotion, reduction of pay step in class, dismissal) only for cause. Discipline is defined as:
10 Involuntary Suspension without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal
11 of Permanent Classified Employees.

12 1. **Causes**

13 In addition to any disqualifying or actionable causes otherwise provided for by statute or by
14 policy or regulation of this district, each of the following constitutes cause for discipline
15 against a permanent classified employee:

- 16 a. Falsifying any information supplied to the school district, including, but not limited to,
17 information supplied on application forms, employment records or any other school district
18 records.
- 19 b. Incompetency.
- 20 c. Inefficiency.
- 21 d. Neglect of duty.
- 22 e. Insubordination.
- 23 f. Dishonesty.
- 24 g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as

1 to cause any detrimental effect upon the employee or upon employees associated with him/her.

2 (cf. 4020 - Drug and Alcohol-Free Workplace)

3 h. Possessing or being under the influence of a controlled substance at work or away from
4 work or furnishing a controlled substance to a minor.

5 i. Conviction of a felony, conviction of any sex offense made relevant by provisions of
6 law or conviction of a misdemeanor which is of such a nature as to adversely affect the
7 employee's ability to perform the duties and responsibilities of his/her position. A plea or
8 verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a
9 conviction for this purpose.

10 j. Absence without leave.

11 k. Immoral conduct.

12 l. Discourteous treatment of the public, students, or other employees.

13 m. Improper political activity.

14 n. Willful disobedience.

15 o. Misuse of district property.

16 p. Violation of District, Board or departmental rule, policy or procedure.

17 q. Failure to possess or keep in effect any license, certificate or other similar requirement
18 specified in the employee's class specification or otherwise necessary for the employee to
19 perform the duties of the position.

20 r. Refusal to take and subscribe any oath or affirmation which is required by law in
21 connection with his/her employment.

22 s. A physical or mental disability which precludes the employee from the proper
23 performance of his/her duties and responsibilities as determined by competent medical
24 authority, except as otherwise provided by a contract or by law regulating the retirement of
25 employees.

1 t. Unlawful discrimination, including harassment, on the basis of race, religious creed,
2 color, national origin, ancestry, physical handicap, marital status, sex, or age against the public
3 or other employees while acting in the capacity of a district employee.

4 u. Unlawful retaliation against any other district officer or employee or member of the
5 public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of
6 any appropriate authority any information relative to an actual or suspected violation of state or
7 federal law occurring on the job or directly related thereto.

8 v. Any other failure of good behavior either during or outside of duty hours which is of
9 such nature that it causes discredit to the district or his/her employment.

10 Except as defined in item "s" above, no personnel action shall be taken for any cause which
11 arose before the employee became permanent, nor for any cause which arose more than two
12 years before the date of the filing of the notice of cause unless this cause was concealed or not
13 disclosed by the employee when it could be reasonably assumed that the employee would have
14 disclosed the facts to the district.

15 2. **Initiation and Notification of Charges**

16 The Superintendent or designee may initiate a disciplinary action as defined herein against a
17 permanent classified employee.

18 In all cases involving a disciplinary action, the person initiating the action shall file a written
19 recommendation of disciplinary action with the Board. A copy of the recommendation shall be
20 served upon the employee either personally or by registered or certified mail, return receipt
21 requested, at the employee's last known address. The recommendation shall include:

22 a. A statement of the nature of the disciplinary action (suspension without pay, demotion,
23 reduction of pay step in class or dismissal).

24 b. A statement of the cause or causes for the disciplinary action, as set forth above.

25 c. A statement of the specific acts or omissions upon which the causes are based. If a

1 violation of rule, policy or regulation of the district is alleged, the rule, policy or regulation
2 violated shall be stated in the recommendation.

3 d. A statement of the employee's right to appeal the recommendation and the manner and
4 time within which the appeal must be filed.

5 e. A card or paper, the signing and filing of which shall constitute a demand for hearing
6 and a denial of all charges.

7 3. **Employment Status Pending Appeal or Waiver**

8 Except as provided herein, any employee against whom a recommendation of disciplinary
9 action has been issued shall remain on active duty status and responsible for fulfilling the
10 duties of the position pending his/her appeal or waiver thereof.

11 If the Superintendent or designee determines that a permanent classified employee should be
12 dismissed and that his/her continuing in active duty status would present an unreasonable risk
13 of harm to students, staff or property while proceedings are pending, the Superintendent or
14 designee may order the employee immediately suspended from duty without pay in
15 conjunction with the recommendation of disciplinary action. This suspension order shall be in
16 writing and shall state the reasons that the suspension is deemed necessary. The suspension
17 order shall be served upon the employee either personally or by registered or certified mail,
18 return receipt requested, immediately after issuance. Except in cases of emergency when the
19 employee must be removed from the premises immediately, the Superintendent or designee
20 shall give the employee written notice of the proposed recommendation of dismissal at least
21 five calendar days before the effective date of any order of suspension issued in conjunction
22 with a recommendation involving dismissal. This notice shall state that immediate suspension
23 without pay is being considered, the reasons for the proposed dismissal and proposed
24 immediate suspension without pay, materials upon which the proposed action is based and the
25 employee's right to respond to the Superintendent or designee orally or in writing before the

1 final recommendation and order are issued.

2 If the employee fails to file a notice of appeal within five days, he/she shall be deemed to have
3 waived his/her right to appeal.

4 **4. Amended/Supplemental Charges**

5 At any time before an employee's appeal is finally submitted to arbitration for a binding
6 decision, the complainant may, with the consent of the Board or hearing officer, serve on the
7 employee and file with the Board an amended or supplemental recommendation of personnel
8 action.

9 If the amended or supplemental recommendation presents new causes or allegations, the
10 employee shall be afforded a reasonable opportunity to prepare his/her defense.

11 **5. Hearing Procedures**

12 A. The hearing shall be held at the earliest convenient date, taking into consideration
13 the established schedule of the arbitrator the availability of counsel and witnesses. The parties
14 shall be notified of the time and place of the hearing. The employee shall be entitled to appear
15 personally, produce evidence, and have counsel. The employee shall be entitled to a public
16 hearing if he/she demands it, which shall include witnesses.

17 B. The decision of the arbitrator will be accepted by the Board in its entirety.

18 **Compulsory Dismissal**

19 The District shall not employ or retain in employment any person who has been convicted of
20 any sex offense as defined in Education Code 44010 or any controlled substance offense as
21 defined in Education Code 44011.

22 The District reserves the right to dismiss an employee for any acts upon which the original
23 criminal charges were based, despite the disposition by the courts. If dismissal is
24 recommended and upheld, an employee shall not be reemployed or compensated for the time
25 he/she was suspended unless otherwise required by law. An employee shall be given notice of

1 the possibility of not being reimbursed during mandatory suspension if he/she is ultimately
2 dismissed for the acts upon which the original charges were based.

3 **ARTICLE XXIII. EMPLOYMENT REQUIREMENTS**

4 **Physical Examination**

5 ***Initial Employment***

6
7
8 Every person initially employed by the District in a regular position shall be required to
9 comply with the provisions of Education Code Section 49406 (Examination for Tuberculosis
10 (TB).

11 After the examination, each person is required to submit adequate proof that he/she has
12 undergone a test for TB and has been found to be free of active TB. The examination must
13 have been conducted within a sixty (60) day period preceding the date of employment.

14 Before appointment to a regular position in the classified service, the person selected by the
15 three member panel must pass a physical examination given by a licensed medical practitioner
16 designated by the Human Resources Department.

17 ***After Employment***

18 Every employee is required to undergo an examination to determine freedom from active TB
19 at least once every four (4) years after employment.

20 The District shall maintain adequate records on each employee, which includes compliance
21 with this Agreement and the law.

22 ***School Bus Drivers***

23 In addition to any other examination that may be required by this Agreement, school bus
24 drivers must have a valid school bus driver's certification which requires a separate medical
25 examination to meet the minimum medical requirements set forth by the Department of Motor
26 Vehicles.

1 **Criminal Records Check**

2 ***Fingerprinting***

3 Every new employee shall submit to a criminal records check (**Education Code EC 45125,**
4 **45125.5, 45126**) in accordance with prescribed procedures, or shall forfeit eligibility for
5 employment. The District shall notify such employee where and when to report for
6 fingerprinting, which shall take place prior to employment.

7 ***Review of Criminal Records***

8 All criminal records reports are to be treated as confidential. Any employee charged with
9 receiving and/or reviewing them, who divulges information contained therein to an
10 unauthorized person is subject to disciplinary action.

11. The criminal records report from the California Bureau of Criminal Identification and
12 Investigations and/or the Federal Bureau of Investigation shall be reviewed together with the
13 person's application form. If there is a criminal record, the Board of Education shall decide
14 whether or not the person should be employed or retained in employment.

15 If the record discloses no information beyond that supplied by the person on the application
16 form, and was accepted for examination and/or appointment, applicant shall be considered
17 employable.

18 **ARTICLE XXIV. SUMMER EMPLOYMENT**

19
20 Current employed classified personnel whose contract calls for them to work less than full time
21 or for fewer than twelve months, shall be given first opportunity over outside applicants to
22 apply for summer employment with the District. Length of employment and rate of pay will
23 be as shown on the announcement. In filling summer vacancies, the following criteria will be
24 considered in the selection process:

- 25 • *Currently in the classification*
- 26 • *Seniority*

1 • *Previous summer school experience*

2 • *Interview*

3
4 **ARTICLE XXV. SAVINGS**

5
6 If any provisions of this Agreement are held to be contrary to law by a court of competent
7 jurisdiction, such provision shall not be deemed valid and subsisting except to the extent
8 permitted by law, but all other provisions shall continue in full force and effect. In the event a
9 court of competent jurisdiction suspends or invalidates any Article or Section of this
10 Agreement, the parties agree to meet and negotiate within thirty (30) days after such
11 determination for the purpose of arriving at a mutually-satisfactory replacement for such
12 Article or Section. Any additions or changes in the Agreement shall not be effective unless
13 agreed to, reduced to writing, and properly ratified and signed by both CSEA and the District.

14 **ARTICLE XXVI. POLITICS**

15
16 **Political Activity**

17 Political activity of district employees shall be governed by applicable law.

18 **ARTICLE XXVII. CONCERTED ACTIVITIES**

19 CSEA, together with its officers, agents and members, agrees that there shall be no strikes,
20 slow-downs, or stoppages of work or any act of any nature, including picketing, however
21 peaceful, that tend to interfere with the operation of the District or any other governmental
22 agency or body, whether such acts be related to sympathy with another group of employees or
23 be related to matters wholly within the District during the term of this Agreement.

24 CSEA recognizes the duty and obligations of its representatives to comply with the provisions
25 for this agreement and to make every effort toward inducing all employees to do so. In the
26 event of a strike, work stoppage, slow-down or other interference with the operation of the
27 District by the employees who are represented by CSEA, CSEA agrees to advise and direct

1 those employees to cease such action. It is agreed and understood that any employees violating
2 this Article may be subject to discipline.

3 It is understood that the District shall be entitled to withdraw any privileges or services
4 provided for in this Agreement or in District policy of any employee or CSEA that violates this
5 Agreement.

6 The District agrees not to lock out classified employees.

7 **ARTICLE XXVIII. EFFECT OF AGREEMENT**

8 During the term of this Agreement, CSEA expressly waives and relinquishes the right to meet
9 and negotiate and agrees that the District shall not be obligated to meet and negotiate with
10 respect to any subject or matter whether or not referred to or covered in this Agreement, even
11 though such subject or matter may not have been within the knowledge or contemplation of
12 either or both the District or the Association at the time they met and negotiated on and
13 executed this Agreement, even though such subjects or matters were proposed and later
14 withdrawn.

15 The District agrees to abide by all mandatory State and Federal Laws impinging on
16 members of the unit and not a matter contained in this Agreement.

17 **ARTICLE XXIX. YEAR-ROUND SCHOOL PROGRAM**

18
19 CSEA agrees that multi-track, year-round calendars may be initiated. After a site has been
20 designated by the District as a year-round site, the work year for all unit members at the site
21 shall be increased to a twelve (12) month status, unless mutually agreed between the District
22 and CSEA to be less than twelve (12) months or in conflict with the existing Agreement. Such
23 increase in the work year shall become effective on July 1 of the year-round schedule or as
24 mutually agreed.

1 No employee assigned to a year-round site shall suffer any loss in assigned time for the
2 employee's previous assigned time in a traditional schedule.

3 Employees currently assigned to a newly-designated year-round site shall be offered the
4 opportunity to remain at the site prior to adjusting the position District wide unless this
5 conflicts with the existing Agreement.

6 Employees currently assigned to a newly-designated year-round site shall be offered the
7 opportunity to remain at the site, shall be given first consideration for other vacancies in the
8 District for which they are qualified. Promotion opportunities remain as stated in this
9 Agreement.

10 Employees working less than twelve months:

11 Employees who are currently assigned to a school designated for year-round shall have the
12 option of remaining on a nine or ten-month schedule with approval of the District.

13 1. If the work year of a position at a year-round site is increased, the part-time incumbent in
14 that position shall be first offered the increased work year before any other employee is
15 considered unless in conflict with the existing Agreement.

16 2. The accrual rate of employee benefits for year-round site(s) shall be in accordance with the
17 current Collective Bargaining Agreement.

18 It is recognized that the year-round school schedule is new and may require modification to
19 provide a quality education for students. Modifications will be discussed with the affected parties.

20 It is agreed that the District or CSEA may request, in writing, to open negotiations on the year-
21 round school calendar as with the traditional calendar.

22 **ARTICLE XXX. TERM**

23 This Agreement shall be in full force and effect through June 30, 2022 and thereafter, shall
24 continue until a new agreement is let.

1 The parties agree to reopen salary, benefits, and one (1) item each in each of the three years of
2 the Agreement.

3 Either party may give the other party thirty (30) days written notice of termination after May 1,
4 2008, or any succeeding May 31st, when the Agreement has been opened in accordance with
5 the foregoing.

6 **ARTICLE XXXI. CONTRACT DISCREPANCIES**

7 The District will perform the task of revising, drafting, printing and distributing the Collective
8 Bargaining Agreement to reflect the changes in language, which may have been agreed to by
9 the parties through the collective bargaining process.

10 This Agreement accurately reflects the negotiations of the respective parties. The parties,
11 however, also acknowledge the possibility that this Agreement may contain clerical errors
12 and/or omissions.

313 In the event that either party discovers what it believes to be an error after signing the
14 Agreement, such party shall attempt to informally resolve the matter with the other party. If an
15 informal resolution is not successful, the Association may pursue the matter as a grievance
16 under Article XIV. In any arbitration arising out of such a grievance, the bargaining history
17 between the parties shall be given the most weight as evidence of the intention of the parties.

18 **ARTICLE XXXII** 19 **TRANSPORTATION - TRIPS**

20 **21 1. Trip Rotation & Eligibility**

22 A trip is any bus driving assignment other than home to school and/or local special excursions.
23

24 No driver shall be required to drive on a trip.

25 If none of the regular employees referenced above accepts a trip assignment, then substitute
26 bus drivers and other District employees who possess a valid bus driver certificate shall be
27 eligible to accept the assignment.

28 Trips to be assigned in the following manner:

1 1. At the beginning of every traditional school year, trip list(s) shall be created with all
2 drivers listed by classification, then seniority. Contracted drivers shall be assigned trips
3 by classification rotation using seniority to create the trip list.

4 2. There will be two lists:

5 List number one: Monday through Friday trips

6 List number two: Weekend and Holiday trips

7 3. Priority of classification for weekday trips are as follows:

8 Eligible bus drivers only (unless in District emergency situations)

9 4. Priority of classifications for weekend trips are as follows:

10 Eligible bus drivers

11 Bus Driver/Mail

12 Bus Driver/Café

13 Dispatcher(s)

14 Mechanic(s)

15 Head Mechanic

16 5. If a trip requires special training or licensing, the drivers holding the qualifications shall be
17 offered the trip in seniority order.

18 No driver shall be eligible to drive or sign up for a trip if he/she is on vacation, compensatory
19 (comp) time or bereavement leave. An employee shall be considered “on vacation or taking
20 comp time off” from the end of the employee’s last regular duty day before the time off until
21 the employee actually returns to work.

22 A determination of proficiency to drive on local trips shall occur during the probationary
23 period. Drivers must receive special proficiency certification in order to drive non-local trips
24 in mountain areas or high density urban areas, such as San Francisco, Los Angeles,
25 Sacramento, or Fresno.

1 The Transportation Department shall maintain trip assignment boards in an area visible to all
2 drivers, so that drivers are able to monitor the rotation of all trips. If an error in assignments is
3 discovered, the error should be brought to the attention of the Transportation Supervisor as
4 soon as the error is detected.

5 **2. Assignment Procedures**

6 School to school and special excursions shall be assigned to eligible employees within the
7 normal workday. A conscientious effort shall be made to distribute the excursions equally.

8 **Trips:** The Transportation Supervisor or designee shall post a notice of available weekday
9 trips at least five (5) work days in advance and a notice of weekend trips at least ten (10)
10 workdays in advance. The notice shall include a signup sheet for drivers to select trips they
11 wish to drive. Drivers must prioritize their trip selection choices on each trip signup sheet.

12 ***Rotation Guidelines***

13 A. A driver who fails to sign up for a trip or refuses to accept an offered trip assignment
14 shall be moved to the bottom of the rotation list.

15 B. If a driver is absent the day before or the day of an assigned trip, the trip will be
16 reassigned to the next available driver according to the procedure set forth above. This
17 includes Fridays and/or Saturdays when a driver is assigned a Monday trip.

18 C. A driver who is on any pre-approved leave of absence, such as workers' compensation
19 leave, shall continue to rotate through the eligibility list while on such leave of absence.

20 D. At the beginning of every traditional school year, trip list(s) shall be created per the
21 eligible classifications, with the most senior driver at the top of the list.

22 **3. Assignment Exchanges**

23 Drivers may exchange one trip assignment per week by notifying the Transportation
24 Supervisor. All exchanges are final even if the trip is subsequently cancelled.

25 **4. "On-Duty" and "On-Call" Time**

1 On a trip, a driver is considered to be on-duty at all times, except scheduled meal breaks and
2 sleep time during which time the driver shall be “on-call.” A driver shall be accessible on a
3 District-provided wireless communication device at all times. A driver must remain in close
4 physical proximity to the group to render assistance as needed. If the driver is separated from
5 the group, he/she shall inform the trip group leader of his/her location at all times.

6 During any 24 hour period, the driver shall be provided with a total of eight hours of non-duty
7 sleep time and meal breaks. There must be at least 8 hours of non-driving time between
8 driving duties.

9 When a driver returns from a trip and cannot meet the 8 hour “no-driving” requirement and
10 begin his/her regular assignment on time the following day, the driver shall coordinate a return
11 to work time with the Transportation Supervisor or designee. The driver shall be required to
12 perform his/her full work hour assignment on the following day with an alternate schedule.

13 **5. Compensation for Overnight Trips**

14 On overnight trips, a driver shall be paid his/her overtime rate for no less than 16 hours
15 regardless of the actual number of hours worked. A driver who is called to duty during “on-
16 call” time shall be paid at his/her overtime rate for the additional service rendered.

17 **6. *Trip Meal reimbursement**

18 Trip meal reimbursement is paid after a minimum of six consecutive hours of a trip.

19 Breakfast to be paid before 11:00 am.

20 Lunch to be paid after 11:00 am and before 2:00 pm.

21 Dinner to be paid after 4:00 pm.

22 *Meal reimbursement rates follow the federal guidelines and adhere to Board Policy 3350.

24 **ARTICLE XXXIII**

25 **Custodial Standards**

27 **Custodial Expectations**

- 28 • All LBUSD Custodial Staff shall follow the Custodian Standards Guidelines (Refer to
29 Exhibit E).

- The approved standards shall be posted in the Head Custodian’s office and custodial closets at each site.

Custodial Standards Committee

- The meeting organizer shall be the Director of Human Resources or an assigned representative.
- The committee shall be comprised of the Director of Human Resources or an assigned designee, two (2) site administrators, one (1) Head Custodian from an elementary site and one (1) Head Custodian from a secondary site.
- The committee will meet annually in June to review guidelines, procedures, and chemicals.
- The approved standards shall be distributed yearly to each Custodian, via the Head Custodian at each school site.

Custodial Hours

- Daily hours may vary per site, but no custodian shall work past 10:30 pm, unless in an emergency.
- Non-School days and summer schedules shall be between the hours of 5:30 am- 3:30 pm. This provides time for projects and preventing heat related illness.

*****SIGNATURE PAGE*****

**LOS BANOS UNIFIED
SCHOOL DISTRICT**

**CALIFORNIA SCHOOL EMPLOYEES’
ASSOCIATION, CHAPTER 92**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DATED: _____

1 EXHIBIT A

2 **BARGAINING UNIT CLASSIFICATIONS**

Clerical and /Special Education

Accounting Assistant – School
Accounting Specialist
Accounting Technician
Administrative Secretary - Elementary School
Administrative Secretary - Secondary School
Administrative Assistant – Secondary School
Attendance Secretary
Career Guidance Technician
Health Assistant
Human Resources Technician
Licensed Vocational Nurse (LVN)
Nurse Assistant
Office Assistant
Office Specialist – School
Registrar – High School
Registrar – Junior High
Secretary District/Site
Secretary – District
Speech and Language Pathologist Assistant
(SLPA)
Vocational Specialist

Maintenance and Operations

Carpenter
Computer Support Technician
Custodian
Groundskeeper
Head Custodian
Head Custodian – Secondary
Help Desk Specialist
HVAC/R Specialist
Information System Specialist
Maintenance Specialist
Swimming Pool Operator

Media Classes

Library Media Specialist

Food Service Classes

Child Nutrition – Site Specialist
Child Nutrition – Technician
Child Nutrition – Worker

Transportation Classes

Bus Driver
Bus Driver - Food Service Delivery

Bus Driver – Mail Delivery
Dispatcher Transportation
Head Mechanic
Mechanic/Bus Driver

Classified Aide Classes

Paraprofessional
Behavior Support Assistant - Special
Education
Behavior Support Specialist
Campus Safety/Security Liaison
Community Liaison
LEAP Site Leader

1 The following positions are deemed confidential and excluded from the unit:

2 Executive Secretary

3 Personnel Specialist

4 Administrative Secretary – Fiscal Services

5 The persons serving in other existing designated confidential positions shall continue as

6 confidential until they leave the job and the position becomes vacant; then the job will be filled as a

7 bargaining unit position.

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EXHIBIT B

CLASSIFIED HOLIDAY SCHEDULE

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Local Holiday Associated with July 4th

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Local Holiday (Friday after Thanksgiving)

Christmas Eve

Christmas Day

Local Holiday Associated with December 25th

New Year's Day

Martin Luther King Day

Lincoln Day

Washington Day

Local Holiday Associated with Easter

Memorial Day

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EXHIBIT C
SALARY SCHEDULES

Salary schedules are located on the District website under the Fiscal Services Department.

1 **EXHIBIT D**

2 **RECLASSIFICATION PROCESS – CSEA**

3
4 **Background/Purpose:**

- 5
6 a. Every classified position at Los Banos Unified School District is placed in a
7 classification.
8 b. Reclassification is a change in an individual’s title, and/or job description using
9 the following criteria:

10
11 The duties being performed by the employee who currently occupies the
12 position are inconsistent with their current classification.
13 Reclassification is not a mechanism for a salary increase.
14 Reclassification *may or may not* result in a promotion.

15
16 **Reclassification Criteria:**

- 17
18 1. Reasons that may be a basis for reclassification:
19 a. Significant new job duties that are permanently added to the job or job description by
20 the supervisor.
21 b. Significantly increased responsibilities; other than increased workload, have been
22 permanently added to the position by the supervisor.
23
24 2. Reasons that are not a basis for reclassification:
25 a. Longevity and/or seniority
26 b. Excellence in work performance
27 c. Workload
28 d. Assuming duties on one’s own behalf without the knowledge of management
29 e. Changes in process or technology that do not result in an increase in workload.
30
31 3. Request for Reclassification:
32 a. Any employee requesting a reclassification shall not be eligible to resubmit
33 another request for three years.
34 b. Reclassification is open to any permanent employee (as long as a
35 reclassification for their job class has not been submitted within the past
36 three years).
37 c. Any employee who meets the eligibility criteria for reclassification
38 consideration shall complete and submit to the Assistant Superintendent
39 Human Resources, a Reclassification Packet by 5:00 p.m. on January 10th.
40 Incomplete packets shall not be considered and the employee will not be
41 eligible to submit another request for (3) three years.
42 d. Any employee who is requesting a reclassification shall submit a completed
43 Reclassification Packet with all required attachments and signatures.
44 Incomplete packets shall not be considered and the employee shall not be
45 eligible to submit another request for three (3) years.

1 4. Reclassification Process:

2 All requests which meet the eligibility criteria, shall be reviewed by a panel which consists of
3 the following: One (1) CSEA appointee, one(1) Human Resources appointee, and one (1)
4 neutral party that is chosen by both CSEA 92 and the District. The neutral party shall not be an
5 employee of the District. The cost of the neutral party shall be paid by the district.

- 6 a. The review panel shall meet in January of each year.
7 b. The recommendation of the panel shall be final.
8 c. Reclassification decisions are not subject to appeal.
9

10 **Review Panel:**

11
12 When considering a possible reclassification, (the internal consistency/integrity of the salary
13 schedule cannot be disrupted) the panel shall have the authority to recommend the following:

- 14 a. Reclassification and/or salary range placement
15 b. Changes or updates to the job description
16 c. Creation of a new classification or range
17

18 **Final Decision:**

- 19
20 a. The Superintendent (or designee) shall notify the panel and the employee of the final
21 decision. All reclassifications must be approved by the Board of Trustees.
22 Reclassification decisions cannot be appealed.
23 b. Upon reclassification of an individual position, the position shall be placed on the
24 classified salary schedule according to the agreed upon step/range by the panel. All
25 approved reclassifications shall take effect the following July 1st unless special
26 circumstances are supported by the panel and approved by the Superintendent (or
27 designee).
28 c. Reclassification shall not affect the employee's anniversary date.
29 d. If it is agreed the employee has been working out of class, but is not being reclassified
30 for the out-of-class duties the employee shall be paid an appropriate out-of-class
31 differential for the time in which they worked out-of-class.
32
33

**REQUEST FOR RECLASSIFICATION – Classified Personnel Information
Summary – Form A**

A. EMPLOYEE INFORMATION

1. Name _____ Last four Digits of SS# _____
2. School/Department _____
3. Email Address _____ Contact Number _____
4. Name of Immediate Supervisor _____
5. Present Job Title _____
6. Hours per day worked _____
7. Contracted Days of Service _____
8. Current Step on Salary Schedule _____
9. Beginning Date in Current Classification _____
10. Reclassification Title and/or Range Requested _____
11. Other Positions Held While Employed with LBUSD _____

Does your current Job Classification / Job Description accurately describe your position and the job you do on a daily basis? **Yes** **No**

If no, what Job Classification do you believe better describes the position, and why? (You must attach both your current job description and the proposed new job description. (Cite the source for any proposed job description if the job description came from a source outside of Los Banos Unified School District.)

Indicate how you receive the majority of your work assignments related to this request for reclassification.

- Work is assigned by supervisor who tells me how it is to be done.
- Work is assigned by supervisor, but I decide how to complete it.
- I have responsibility for certain duties, and I know when and how to do them.
- I determine what work to do and how to do that work.

SPECIFIC JOB DUTIES – JUSTIFICATION FOR RECLASSIFICATION REVIEW

Job Duties and Responsibilities – Describe in detail the regular duties and work that you perform. List each duty on a separate line. Begin with those duties you feel are the most important.

Job Duty:

Please use the chart below to describe the job duties listed above that fall outside of your current job description. After you have listed the duties, please indicate how often you perform each duty by using:

D=Daily W=Weekly M=Monthly Q=Quarterly A=Annually O=Occasionally

Duties Added to the Position	Frequency	Explain in Detail

1 ***Attach Additional Pages if Needed**

2

3 Are there other employees in your current classification? Yes No

4

5 Could this request for reclassification affect the other employees currently in your

6 same classification?

7 Yes No

8

9 Do you believe the added duties will be assigned on a continuing basis? Yes

10 No

11

12 If you answered "Yes" what evidence, data, etc. do you have to support your answer?

13 _____

14 _____

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21 **REQUEST FOR RECLASSIFICATION – SUPERVISOR’S STATEMENT AND INPUT – FORM B**

22

23 Supervisor’s Name _____

24

25 Supervisor’s Title _____

26

27 Employee Requesting Reclassification Review _____

28

29 Classification of Employee Requesting Reclassification Review _____

30

31 Have you carefully reviewed the employee’s completed forms? Yes No

32

33 Do the completed forms accurately reflect the current job duties of the employee?

34 Yes No

35

36 If the completed forms do not accurately reflect the current job duties of the employee,

37 please explain the inaccuracies and refer to the numbered item in the application that

38 you are referring to.

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Are there any additional duties that you see as a supervisor which were omitted by the applicant that need to be considered? ____Yes ____No

If there are additional duties that you see as a supervisor, please name those duties and be specific about the amount of the employee's day the duty requires to complete.

If the employee is performing work which justifies an upward reclassification or creation of a higher level position, do you anticipate an ongoing need for that work or is that work temporary in nature? Please explain.

Have you had any prior discussions with the employee about the reclassification review? ____Yes ____No

Are there any concerns, conflicts or limitations regarding reclassification that LBUSD or the bargaining unit may need to take into consideration regarding this employee's reclassification request?

SUPERVISOR RECOMMENDATION:

- Reclass existing position
- Create Entirely New Position
- No Action Necessary Temporarily
- Compensation Out of Class Work as Need is not Permanent

Additional Comments (Optional, not required):

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Supervisor's Name _____ Contact Number _____

Supervisor's Signature _____ Date _____

REQUEST FOR RECLASSIFICATION – ASSISTANT SUPERINTENDENT HR RESPONSE – FORM C

Employee Name _____
Current Job _____
Family _____
Current Classification _____

Have you carefully researched the information provided in Forms A, B and C?
_____ Yes _____ No

Based on your research of the information provided in Forms A, B and C, does there appear to be out of class work being performed by the employee? _____ Yes
_____ No

Please provide information related to your research that leads you to believe that out of class work is being performed by the employee:

Are there any additional duties that you discovered by the applicant and/or supervisor that should be considered?

If the employee is performing work which justifies an upward reclassification or new position, do you anticipate an ongoing need for that work or is that work temporary in nature? Please explain:

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If any work is identified in Forms A, B or C that is overlapping duties, please identify:

Have you discussed this information with the employee's supervisor? _____ Yes
_____ No

Are there any concerns, conflicts or limitations regarding reclassification that LBUSD or the bargaining unit may need to take into consideration regarding the employee's reclassification request?

RECOMMENDATION OF THE ASSISTANT SUPERINTENDENT HR

- Reclass existing position
- Create Entirely New Position
- No Action Necessary Temporarily
- Compensation Out of Class Work as Need is not Permanent

Additional Comments (Optional, not required):

Assistant Superintendent HR Name Contact Number

Assistant Superintendent HR Signature Date

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If you checked the box, "Reclass existing position," what position should the applicant's position be reclassified to:

Job Title:

If there is an explanation for checking "no action necessary," please provide the explanation:

If you checked the box, "Create Entirely New Position," what new position do you recommend?

Assistant Superintendent Human Resources Signature

Date

Nightly Cleaning Expectations for All Areas

- Empty trash, check for liquids and wash inside trash cans to prevent odors.
- Clean (PH7, Spray Clean or Rejuvnl) all sinks, tables, counters (That are not cluttered) light switches, thermostats, doors and door handles, (inside and out), dispensers and all windows in glass doors.
- Vacuum or sweep room (spot mop as needed)
- Restock paper towels, soap, and hand sanitizer.
- Check for safety concerns or graffiti
- Empty pencil sharpener
- *On Friday's white boards will be cleaned unless "SAVE" is written on the board.
- Weekly; Dust, Cobwebs, Air Vents and Window Sills. Clean windows as needed.
- Disinfect (Vital Oxide, Rejuvnl, PH7) tables, counters, and Plexiglas in offices only.
- *Classrooms/Workspaces must be disinfected every time a positive COVID-19 case is reported.

Daily Cleaning Expectations for Restrooms

- Sweep
- Dump trash and sanitary napkin receptacles, check for liquids and wash inside of trash cans to prevent odors.
- Clean all toilets, (seats) clean inside, outside and underneath urinals, dry fixtures, faucets and flush valves.
- Clean mirrors, doors, door handles (including partition doors and handles).
- Restock all dispensers
- Clean all toilets, sinks and urinals
- Mop Daily
- Weekly; Pumice stone and or Supprox/Spray Clean with green pads used on toilets, sinks and urinals (at least weekly, but more often if needed). Dust, Cobwebs, Air Vents, Window Sills.
- Clean windows as needed.

Expectations for Locker Rooms

Daily

- Empty Trash
- Clean (with Spray Clean or PH7) all benches, lockers shower faucet handles, light switches, thermostats, doors, door handles and dispensers.
- Vacuum, sweep and mop.
- Restock hand sanitizers.
- Check for any safety concerns or graffiti.
- Weekly; Dust, Cobwebs, Air Vents, Window Sills. Clean windows as needed. Disinfect (Vital Oxide, Rejuvnl or PH7) all benches, lockers, shower faucet handles and dispensers.

Expectations for Multi-Purpose Room/Cafeteria

- 1 **Daily**
- 2 Empty Trash
- 3 Clean (with Spray Clean or PH7) all tables and benches, light switches, thermostats, doors,
- 4 door handles and dispensers.
- 5 Vacuum, sweep and run floor machine or mop.
- 6 Restock hand sanitizer
- 7 Check for any safety concerns or graffiti
- 8 **Weekly;** Dust, Cobwebs, Air Vents, Clean Window Sills. Clean windows as needed. Disinfect
- 9 (Vital Oxide, Rejuvna or PH7 all tables/benches and dispensers
- 10 **IMPORTANT All Eating Surfaces** must be cleaned with water after using any/all chemicals.
- 11 **NOTE*** Spray Clean, PH7 can be detrimental to the wax on floors. Clean floor immediately if
- 12 these chemicals get on the floor. All surfaces must be cleaned prior to disinfecting with Vital
- 13 Oxide or Rejuvna in any and all areas of the facility.
- 14

Compensation Time Guidelines and Procedures

Beginning July 1, 2022 the District will be following the negotiated and Board approved language contained in Article V. Working Hours, Compensatory Time, which states, "Compensatory time shall be taken within twelve (12) months of the date on which it was earned. The District shall pay the employee for all such time at the appropriate overtime rate based on the employee's current rate of pay." No later than May 1st of every fiscal year, earned compensation time will be paid out to the employee. When an employee transfers, is promoted, or changes positions for any reason, the compensatory time earned will be paid out to the employee no later than 45 calendar days following the transfer, promotion, etc.

1. The District will conduct a review of the compensation time earned as of March 31st.
2. Any remaining compensation time remaining on the books as of March 31st that was not taken within 12 months of the date earned will be paid out in the following payroll cycle.
3. The District Office designee will notify the employee in April of the number of compensation hours they will be paid for on the following payroll cycle.
4. Employees will be responsible for reviewing their compensation time. The employee must use the compensation time or the accrued compensation time will be cashed out according to the timeframe specified above.
5. An employee can choose to submit compensation time for payout at any time during the year, prior to the twelve (12) month expiration date.
6. Any Compensation time earned after March 31st will be recorded and employees will be given 12 months from the date the compensation time was earned to either use it or cash it out.