



PERRIS UNION
HIGH SCHOOL DISTRICT

AGREEMENT

between

PERRIS UNION HIGH SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND ITS CHAPTER NO. 469

EFFECTIVE:

July 1, 2016

to

June 30, 2019



**California School
Employees Association**

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1 raising revenue; contracting out work; hiring, classifying, assigning, transferring, evaluating, promoting,
2 demoting, terminating and disciplining unit members; and taking action on any matter, including suspending any
3 articles or portions of articles contained in this Agreement in cases of emergency caused by an Act of God,
4 interference by a third party beyond the control of the District or work action or withholding of services. In the
5 event of the suspension of any such articles or portions of articles, the District agrees to meet and negotiate with
6 regard to such articles or portions of articles, or successor clauses, immediately upon demand by CSEA.
7 Emergencies shall not be declared capriciously or arbitrarily.

8 ARTICLE 3

9 CHECK OFF AND ORGANIZATIONAL SECURITY

10 3.1 Check Off. CSEA shall have the sole and exclusive right to have membership dues, initiation,
11 and service fees deducted for unit members in the bargaining unit by the District. The District shall, upon
12 appropriate written authorization from any unit member, deduct and make appropriate remittance for all
13 deductions required by law and any other plans or programs jointly approved by CSEA and the District. The
14 District shall pay promptly to the designated payee all sums so deducted.

15 3.2 Dues and Service Fee Deductions.

16 3.2.1 The District shall, in accordance with CSEA dues and service fee schedule, deduct dues
17 from the wages of all unit members who are currently members of CSEA and who have submitted dues
18 authorization forms to the District.

19 3.2.2 Each unit member covered by this Agreement who fails voluntarily to acquire or
20 maintain membership in CSEA, shall be required as a condition of continued employment, beginning on the 30th
21 day following the beginning of such employment, to pay to CSEA a service fee as a contribution toward the
22 administration of this Agreement and the representation of such unit members. The service fee shall be in the
23 same amount and payable at the same time as CSEA's regular dues, exclusive of initiation fees. Current schedules
24 may be obtained from the CSEA representative.

25 3.2.3 Any unit member subject to the provisions of 3.2.1 may terminate his/her obligation to
26 the association within a period of thirty (30) days following the expiration of this Agreement.

3.2.4 The District shall immediately notify the CSEA Chapter President if any unit member revokes a dues authorization.

3.2.5 In the event any unit member covered by this Agreement shall fail to tender periodic dues or service fee, CSEA shall give a notice in writing to the District requesting the discharge of such unit member. The District shall notify the unit member of the receipt of such letter, and if the unit member shall not tender his dues or service fee within fourteen (14) days after service of notice on the District, the District shall be required to discharge the unit member. Such discharged unit member shall not be re-employed until the District has been notified in writing by CSEA that the discharged unit member has become a member in good standing or executed a written authorization for the deduction of a service fee as provided in Section 3.2.1 of this Agreement.

3.3 Religious Objection. If a unit member covered by these provisions belongs to a recognized religious sect which does not permit its members to pay a representational fee to any employee organization, an amount equal to the representational fee which would have been paid will be deducted monthly from that unit member's paycheck and deposited by the District with a recognized IRC § 501(C)(3) charitable organization designated by the unit member, but in no event shall the charitable organization be a religious sect or labor organization.

3.4 Hold Harmless Clause. CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.

ARTICLE 4

UNIT MEMBER RIGHTS

4.1 Unit Member Records.

4.1.1 The personnel file of each unit member shall be maintained at the District's central administration office.

4.1.2 Unit members shall be provided with copies of any derogatory written material five (5) workdays before it is placed in the unit member's personnel file. The unit member shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written

1 response to such material. The written response shall be attached to the material. All material placed in a unit
2 member's file shall be dated and signed by the person who caused the material to be prepared.

3 4.1.3 The unit member's personnel file shall be available for examination by the unit member
4 or his/her CSEA representative if authorized by the unit member.

5 4.2 Distribution of Job Information. Upon initial employment and each change in
6 classification, each affected unit member in the bargaining unit shall receive a copy of the applicable job
7 description, a specification of the monthly and hourly rates, and the applicable hours of the assignment. The
8 District shall be responsible for informing new unit members as to the rights, benefits and obligations of their
9 employment, specifically including applicable health and welfare benefits.

10 4.3 Probationary Period. The probationary period for new or promoted unit members shall not
11 exceed six (6) months except as set forth below. The six (6) month probationary period is equal to one hundred
12 thirty (130) days in paid status, including holidays, sick leave and vacation (so long as they do not extend beyond
13 five (5) consecutive work days), irrespective of the number of hours worked per day. Summer school assignments
14 do not count towards meeting the required 130 days in paid status for purposes of completing the probationary
15 period. If a probationary unit member transfers, his or her probationary period will restart unless he or she
16 transfers to a position with the same immediate supervisor. If a probationary unit member's promotional request
17 is granted, the unit member will not become permanent until the unit member has successfully completed
18 probation in the promotional position. Should the unit member fail to satisfactorily complete probation in the
19 promotional position, the unit member shall be returned to his/her former position and shall receive credit, towards
20 completion of the probationary period, only for the time served in the former position. Probationary periods will
21 automatically be extended by the length of any long-term absences (i.e., over five (5) consecutive working days).
22 The probationary period for a new unit member may be extended up to an additional six (6) months by mutual
23 written consent of the District, CSEA and the affected probationary unit member.

24 4.4 The District shall act in accordance with all applicable Board Policies and Administrative
25 Regulations.

1 ARTICLE 5

2 EVALUATION

3 5.1 Evaluation Schedule. All employees shall be evaluated by their immediate supervisor or
4 designee in accordance with the following schedule:

5 5.1.1 Probationary Employees: Probationary employees will be evaluated prior to the end of the second,
6 fourth and sixth month of service.

7 5.1.2 Permanent Unit Members: Permanent unit members will be evaluated annually.
8 Evaluations will be completed during the period of March 1 to June 30. If the employee's work year ends prior
9 to June 30, the evaluation shall be completed before the last day of their work year.

10 5.1.3 A performance evaluation may be made at any time by the immediate supervisor.

11 5.2 Procedures. Performance evaluations shall be made on prescribed forms, which shall be
12 completed by the evaluator. See Appendix C.

13 5.2.1 The evaluator shall present and discuss the performance evaluation, in person, to the
14 employee and shall discuss it with him/her.

15 5.2.2 Unless the evaluation recommends disciplinary action, any negative evaluation shall
16 include specific recommendations or suggestions for improvement and, where appropriate, provisions for
17 assisting the unit member in implementing any recommendations made.

18 5.3 If the District should fail to provide an evaluation, such failure shall not be subject to the
19 grievance procedure (for regular or probationary unit members).

20 ARTICLE 6

21 ORGANIZATIONAL RIGHTS

22 6.1 CSEA Rights. CSEA shall have the following rights in addition to the rights contained in any
23 other portions of this Agreement:

24 6.1.1 CSEA may use equipment, subject to reasonable regulation by the District, and provided
25 further CSEA pays a reasonable and customary fee for the use of such equipment.

1 6.1.2 CSEA may make reasonable use of school mailboxes and bulletin board spaces for
2 official CSEA business subject to the following conditions: (a)all postings for bulletin boards or items for
3 distribution must contain the date of posting or distribution and the identification of the organization; and (b) a
4 copy of such postings or distributions must be communicated to the Superintendent or designee prior to or at the
5 time of posting or distribution.

6 6.1.3 CSEA business and activities may be conducted in working areas at reasonable times,
7 provided such business or activity does not interfere with the school programs and/or duties of unit members and
8 will not interfere with the right of unit members to refrain from listening or speaking with a CSEA representative.
9 Where a school facility is requested, CSEA shall obtain advance permission from the Superintendent or designee
10 regarding the time, place and type of activity or business to be conducted. A reasonable and customary fee may
11 be assessed for expenses incurred by the District related to utilities, security, cleanup and any unusual wear or
12 damage as a result of use of the school facility by CSEA. In accordance with past practice, routine CSEA meetings
13 may be held at District facilities without charge.

14 6.1.4 The right to review unit members' personnel files and any other records dealing with unit
15 members when accompanied by the unit member or on presentation of a written authorization signed by the unit
16 member.

17 6.1.5 The right to be supplied with a complete and accurate "hire date" seniority roster of all
18 bargaining unit members every year. The roster shall indicate the unit member's present classification and
19 primary job site.

20 6.1.6 The right to review at all reasonable times any other public documents in the possession
21 of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.

22 6.1.7 The right to conduct one (1) two-hour orientation session on this Agreement for
23 bargaining unit members during regular working hours within thirty (30) calendar days after the execution of this
24 Agreement.

25 6.1.8 New Employee Orientation. The Association shall have the right to designate a
26 representative to conduct a fifteen (15) minute informational meeting to newly hired unit members. Such

meetings shall be conducted at the conclusion of the District's new employee safety training orientation or any similar meetings held by the District.

6.2 Distribution of Contract. Within thirty (30) days after the execution of this Agreement, the District shall print or duplicate and provide without charge a copy of this Agreement to every unit member in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided a copy of this Agreement by the District without charge at the time of employment as set forth below. Each unit member shall be provided by the District without charge a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

6.3 CSEA Informational Packets. Provided the Association keeps the District supplied with the packets, the District shall provide each new unit member with an informational packet prepared by the Association. The District shall notify the President of the Association when additional packets are needed. This packet shall include a copy of this Agreement.

6.4 Governing Board Agendas. The CSEA Chapter President will receive three (3) copies of the Governing Board Agenda (items and motions only, and one (1) complete packet) prior to each Governing Board Meeting. The District shall also provide CSEA with three (3) District directories each year.

ARTICLE 7

REPRESENTATION

7.1 Union Stewards. The District recognizes the right of CSEA to designate Union Stewards from among unit members.

7.2 Notification of Steward Designation. CSEA shall notify the District in writing of the names of the Union Stewards and the group they represent. If a change is made, the District shall be advised in writing of such change.

7.3 Union Steward Release Time. The following shall be understood to constitute the basis for granting release time to Union Stewards.

7.3.1 Upon approval of his/her immediate supervisor, a Union Steward may be permitted to leave his/her normal work area during reasonable times in order to assist in preparation and writing of grievances.

1 The Union Steward shall advise the supervisor of any unit member being contacted, and obtain the approval of
2 such supervisor prior to any conference with such unit member. The Union Steward is permitted to discuss a
3 grievance with unit members immediately concerned, and, if appropriate, to attempt to achieve settlement in
4 accordance with the grievance procedure. A total of two (2) Union Stewards may be released for a total of four
5 (4) hours per month per steward pursuant to the provisions hereof, which time shall not be accumulated from
6 month to month.

7 7.3.2 If an adequate level of service cannot be maintained in the absence of a Union Steward
8 and/or the grievant at the time of the notification mentioned in Section 6.3.1, the Union Steward and/or grievant
9 shall be permitted to leave his/her normal work area no later than two (2) hours after the Union Steward provides
10 notification.

11 7.3.3 A Union Steward shall be granted release time with pay to accompany a CAL-OSHA
12 representative conducting an on-site walk-around safety inspection of any area, department, division or other
13 subdivision for which the Union Steward has responsibilities as a Union Steward, upon the request of the
14 CAL-OSHA representative and subject to the approval of the unit member's supervisor, which approval will not
15 be arbitrarily withheld.

16 7.4 CSEA Officer Release Time. The right to have a total of up to eight (8) hours (non-cumulative)
17 per month paid release time for the CSEA president and vice president to conduct necessary CSEA business. The
18 chapter president shall have the right to designate any unit member to attend necessary CSEA business where the
19 union purchases release time from the District for the attendance of any unit member.

20 7.5 CSEA Annual Conference. The right to have a maximum of four (4) unit members have up to
21 one week of paid release time to serve as CSEA Chapter delegates to attend the CSEA annual conference. Only
22 unit member(s) in paid status (e.g., those in summer school, extended year or whose work year coincides with the
23 conference) will qualify for this paid release time.

1 ARTICLE 8

2 CONTRACTING BARGAINING UNIT WORK AND USE OF

3 SHORT-TERM AND SUBSTITUTE EMPLOYEES

4 8.1 Restriction on Contracting Out. During the life of this Agreement, the District agrees that it will
5 not contract out work which has been customarily and routinely performed or is performable by unit members
6 which will result in the displacement or reduction of regular hours, extra duty assignments, wages, transfer or
7 reassignment of unit members.

8 8.2 Notice to CSEA. No contract for service which might affect the regular wages, hours, transfer
9 or reassignment of unit members shall be let until CSEA has been provided ten (10) days advance of the award.

10 8.3 Bargaining Unit Work. No supervisory or management employee may perform any work within
11 the job description of a unit member, which will result in the displacement, reduction of regular hours, extra duty
12 assignments, wages, transfer or reassignment of any unit member.

13 8.4 Negotiations. To the extent such contracting out results in a layoff of unit members or results in
14 unit members on layoff not being recalled, CSEA shall have the right, on demand, to negotiate the effects of such
15 contracting out.

16 8.5 Short-Term Employees.

17 8.5.1 Definition. The term “short term employee,” as used in this Agreement, shall mean any
18 person who is employed to perform a service for the District, upon the completion of which, the service or similar
19 services will not be extended or needed on a continuing basis.

20 8.6 Substitute Employees. Substitute employees shall be used only to replace unit members who are
21 absent from work or to fill positions for a reasonable period of time after a bargaining unit position has been
22 vacated and a regular replacement has not been recruited. A reasonable period of time is defined to be no longer
23 than sixty (60) working days, unless a longer period of time has been agreed to by CSEA. It is further specifically
24 agreed that in the event that the definition of “substitute employee” as maintained in the California Education
25 Code as of the date of this Agreement is thereafter modified, such modified statutory definition shall apply herein,
26 even if applicable law would permit the definition herein set forth to remain in effect.

1 ARTICLE 9

2 HOURS AND OVERTIME

3 9.1 Workday and Workweek. The workday and workweek of regular full-time employment shall
4 be eight (8) hours per day and forty (40) hours per week. The District workweek starts on Monday at 12:01 a.m.
5 and ends Sunday at 12:00 midnight. Notwithstanding the foregoing, the regular workweek for all unit members
6 shall be from Monday through Friday, except as set forth below. The District may employ persons in
7 bargaining unit positions who work less than eight (8) hours per day and/or forty (40) hours per week; such
8 positions shall be deemed part-time positions. The District may, through authorized administrators, order and
9 authorize unit members to perform extra work in addition to such unit member's regular minimum assignment.
10 Extra work so ordered and authorized shall be compensated at the unit member's regular rate of pay, unless
11 such work results in overtime, as set forth below. The regular work year for unit members shall be as set forth
12 in Appendix A.

13 9.1.1 The District may assign a workweek different than Monday through Friday under the following
14 circumstances: (1) current unit members may voluntarily consent to such reassignment; (2) new unit members
15 may be so assigned; and (3) current unit members may be offered such reassignment in lieu of layoff in accordance
16 with applicable law.

17 9.1.2 Workday. The length of the workday shall be designated by the District for each classified
18 assignment in accordance with the provisions set forth in this Agreement. Each unit member shall be assigned a
19 fixed, regular and ascertainable minimum number of hours.

20 9.1.2.1 Unit members who have District extra duty assignments which require them to perform
21 such assignments during their normal work day shall be allowed to revise, with the approval of their immediate
22 supervisors, their schedules to accommodate such assignments.

23 9.2 Overtime Defined. Overtime is ordered and authorized working time in excess of eight (8) hours
24 in one (1) day or in excess of forty (40) hours in one (1) week; or any time worked on the 6th or 7th day following
25 commencement of the regular workweek of five (5) consecutive days for unit members regularly scheduled for
26 twenty (20) hours or more per week. For unit members regularly scheduled for less than twenty (20) hours in one

(1) week, work on the 7th day shall be considered overtime. For the purposes of determining what constitutes time worked beyond the regular workweek, any day in paid status during the regular workweek shall be deemed to constitute a workday.

9.3 Compensation for Overtime. All overtime, except as elsewhere provided in this Agreement, shall be compensated at one and one-half (1-1/2) times the regular rate of pay of the unit member. For purposes of determining the unit member's regular rate, to provide compensation for overtime, the unit member's regular monthly salary shall be divided by 173.3 hours.

9.4 Authorization of Overtime. Authorization must be given in advance whenever practicable. Any disputes as to whether or not overtime was authorized shall be subject to the grievance procedure of this Agreement.

9.5 Assigning of Overtime. The District shall distribute and rotate overtime among the unit members at particular sites and among same job classifications. Overtime rotational boards shall be established and prominently displayed in each department or site. The District shall give a minimum of seventy-two (72) hours notice to unit members of impending overtime whenever the District is aware of the need for such overtime at least seventy-two (72) hours beforehand.

The District will make every effort to use campus supervisors at extracurricular and athletic activities for security purposes. These assignments for campus supervisors will be rotated among available campus supervisors. All hours worked in these assignments will be paid at the unit member's regular overtime rate, if applicable.

9.5.1 Extra Duty Assignments. Plant Supervisors/Site Administrators will be issued a seniority list for all unit members in July of each school year. This list will include name, site, classification and phone number for the unit member. Plant supervisors/site administrators will meet with their campus supervisors and custodians at the beginning of each semester to assign overtime for the semester. Assignments will be issued by using rotating seniority in three separate categories.

a. Master school calendar activities

b. Facilities school calendar activities

1 c. All last minute activities for both the Master school calendar and
2 Facilities school calendar.

3 9.5.2 Rotating seniority will flow as follows:

4 9.5.2.1 For specific types of activities, the following procedure should be
5 followed:

6 A. For supervision needs, the following procedure will be used
7 to fill all extra duty assignments:

- 8 1. Site Lead Campus Supervisor and full time Campus
9 Supervisor I (most senior offered first between the
10 combined classifications)
- 11 2. Site part time Campus Supervisor I
- 12 3. District wide Lead Campus Supervisor and full time
13 Campus Supervisor I (most senior offered first
14 between the combined classifications)
- 15 4. District wide part time Campus Supervisor I
- 16 5. Site CSEA unit members
- 17 6. District CSEA unit members
- 18 7. Substitutes (after steps 1-6 have been exhausted).

19 B. For custodial needs, custodians at your site, by seniority,
20 will be used first and then you will use the custodian
21 district wide seniority list to fill further opportunities.

22 C. For clerical needs, all clerical unit members at your site, by
23 seniority, will be used first and then you will use the
24 clerical district wide seniority list to fill further
25 opportunities.

1 9.5.2.2 If the most senior unit member declines the first activity on the list,
2 the unit member moves to the bottom of the list and the activity is
3 then offered to the next most senior unit member.

4 9.5.2.3 Additional Master Calendar and Facilities activities that are added
5 to the school calendars throughout the school year will be assigned
6 by starting after the last unit member who was offered an extra
7 duty assignment and moving through the seniority list.

8 9.5.2.4 Unit members can mutually switch extra duty assignments after all
9 assignments have been set. They must notify their supervisor of
10 the change so that it can be noted on the master calendar.

11 9.5.2.5 Emergency situations, as determined by Administration, will start
12 at the top of the seniority list.

13 9.6 Right of Refusal of Overtime. A unit member may refuse offers of overtime, except that when
14 the needs of the District warrant, the supervisor may, under reasonable circumstances, direct the unit member(s)
15 to work overtime. In all cases, supervisors shall make reasonable attempts to identify unit members desiring
16 overtime before ordering overtime when the unit member indicates a desire to refuse overtime.

17 9.7 Call-In Time. Call-in time is nonscheduled working time, where a unit member is called in to
18 work either after the completion of his/her regular assignment on a regularly scheduled workday, or when a unit
19 member is called in to work on a day he/she was not regularly scheduled to work. All call-in time shall be
20 compensated at the applicable rate for at least two (2) hours, irrespective of the time actually worked. Call-in
21 time shall be deemed to commence thirty (30) minutes prior to the arrival of the unit member at his/her work site.

22 9.8 Non-Student Days. On any school day during which pupils otherwise have been in attendance
23 but are not and for which certificated personnel receive regular pay, unit members shall also receive regular pay
24 whether or not they are required to report for duty that day. For example, on School Based Compliance Program
25 ("SBCP") days, if any, where students are not in attendance, all unit members shall receive their regular pay
26 whether or not they are required to report for duty.

1 9.9 Lunch Periods. Unit members shall be entitled to an unpaid, uninterrupted lunch period after the
2 unit member has been in paid status for four (4) hours. When the work period of not more than six (6) hours will
3 complete the day's work, the meal period may be waived by mutual consent of the employer and the employee.
4 The length of time for such lunch period shall be for a period of not more than one (1) hour but not less than one-
5 half (1/2) hour and shall be scheduled for seven (7) hour and eight (8) hour unit members at or about the midpoint
6 of the workday. Any unit member ordered and authorized to work during his/her lunch period shall be
7 compensated for such work at the overtime rate.

8 9.10 Rest Periods. Rest periods for unit members shall be paid, uninterrupted breaks, and will be
9 scheduled at or about the midpoint of each work period as follows:

- 10 a. Seven (7) hour and over unit members: two (2) 15-minute breaks;
11 b. Over five (5) but less than seven (7) hour unit members: one (1) 15-minute break and one (1)
12 10-minute break;
13 c. More than three (3) but not more than five (5) hour unit members: one (1) 15-minute break.
14 d. One (1) 15-minute break will be given for each three and one-half (3-1/2) hours of overtime
15 worked.

16 9.11 Reduction in Assigned Time. Any reduction in assigned time shall be accomplished in
17 accordance with applicable law.

18 9.12 Adjustment of Assigned Time. Any unit member who works an average of thirty (30) minutes
19 or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working
20 days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the
21 next pay period. The foregoing provisions shall not apply where the District does not reasonably foresee the need
22 for continuing the extra time beyond a period of ninety (90) calendar days and so notifies the affected unit
23 member(s) during the initial twenty (20) consecutive working-day period, except that under any circumstances
24 where a unit member's average paid time, excluding paid overtime, exceeds his/her average regular assigned time
25 by thirty (30) minutes or more per working day in any quarter, such unit member shall have his/her regular part-
26 time assignment adjusted upward to reflect the longer hours effective with the next pay period.

1 9.13 On Call. On call time is when a unit member has agreed to be “on call” to respond to District
2 needs during hours that they are not regularly scheduled to work. The rate of pay will be as follows:

3 a. Monday through Sunday - Unit members will be paid two (2) hours at their regular hourly rate
4 for each day that they are on call.

5 b. Holidays observed by the District - Unit members will be paid three (3) hours at their regular
6 hourly rate in addition to any holiday pay authorized under Article 14.

7 c. Emergency Call Response – In the event an On-Call employee is required to physically respond
8 to a call, he/she shall be compensated at the unit member’s regular rate of pay, unless such work results in overtime
9 as defined in Article 9.2, in which case the unit member shall be compensated at his/her overtime rate. Unit
10 members shall be compensated, portal to portal a for physically responding to each call.

11 d. Eligibility – For unit members to be eligible for on call duty they must:

12 1. Be available by phone or pager during the entire on call period,

13 2. Be able to report to the worksite within 45 minutes, and

14 3. Not consume alcoholic beverages or be impaired by any controlled substance.

15 e. Any compensation under Article 9.13 shall not be eligible for compensatory time per Article
16 9.16.

17
18 9.14 Recess Period Assignments. When work normally and customarily performed by unit members
19 is required to be performed by unit members not regularly scheduled to work when school is in recess (e.g.,
20 summer), the work shall be offered to unit members in the appropriate classifications as provided in this Section.
21 I is the parties’ goal that this procedure will result in the most qualified applicant for the position performing
22 the duties and to equitably rotate assignments among qualified applicants.

23 9.14.1 Summer school assignments shall be made utilizing the following procedure:

24 a. If the applicant currently serves in the same classification for which they are
25 applying, they shall receive the assignment.

1 b. If more than one applicant serves in the same job classification that is being
2 applied for, the one with the most District-wide seniority shall receive the assignment.

3 c. If there is no applicant in the same classification, then the District shall assign
4 the applicant who is in the same job family (see Appendix A) as the position applied for.

5 d. If there is more than one applicant in the same job family, the District shall assign
6 the most senior (based on District-wide seniority) of such applicants.

7 Assignments shall be rotated over a three year period between individuals meeting Criteria a or c. Applicants not
8 currently serving in the classification for which they are applying may be required to test for the position. If none
9 of the individuals testing for the position pass the test, the District may select the individual who receives the
10 highest score on the test or has prior experience in the classification (including substitute work or work in a similar
11 job.) Should these tie-breaking factors be equal, the District will assign the applicant with the most District-wide
12 seniority.

13 9.14.2 A unit member who accepts a recess period assignment in accordance with the provisions
14 of this Section shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that
15 classification during the regular work year. In no event shall the unit member's compensation and benefits on a
16 pro rata basis, be less than the compensation and benefits the unit member receives during the regular work year.
17 No prorating of compensation and benefits shall be applied on any basis other than on the relationship which the
18 number of hours assigned for recess period work bears to the number of hours assigned the unit member during
19 the regular work year.

20 9.14.3 For the purposes of this Section, such assignments shall be considered regular
21 assignments, and the unit member retains all rights, benefits and burdens during such assignment. All hours
22 worked in a recess assignment (including summer school) shall be considered hours in paid status for the purposes
23 of seniority.

24 9.14.4 Eligible unit members performing recess period assignments shall receive longevity pay
25 during the period of the assignment.

1 9.15 Shift Differential - Reduction in Hours. “Night custodians” shall receive a shift differential of
2 2.5% of their current salary. A “night custodian” is one who has a regularly assigned shift that ends after 8:00
3 p.m.

4 9.16 Compensatory Time Off.

5 9.16.1 A unit member shall have the option to elect to take compensatory time off in lieu of
6 cash compensation for overtime work, unless the overtime is related to use of facilities by a non-District entity or
7 individual, in which case the unit member must take cash compensation and is not entitled to compensatory time
8 off. Such election shall be submitted in writing to the immediate supervisor within five (5) working days
9 following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of
10 overtime in accordance with Section 9.4 of this Article.

11 9.16.2 Compensatory time shall be taken at a time acceptable to the District within three (3)
12 months of the end of the fiscal year in which it was earned. If the compensatory time has not been taken as set
13 forth above, the District shall pay the unit member in cash for all such time.

14 ARTICLE 10

15 PAY AND ALLOWANCES

16 10.1 Regular Rate of Pay. The regular rate of pay for each position in the bargaining unit shall be in
17 accordance with the rates established for each class as provided for in Appendices A and B, which is attached
18 hereto and by this reference incorporated as part of this Agreement.

19 An ongoing one percent (1%) increase shall be applied to the classified salary schedule (Appendix B)
20 effective July 1, 2016 for all unit members in paid status as of February 1, 2017, and an additional ongoing two
21 percent (2%) increase effective July 1, 2017. This includes all earnings (e.g. overtime and longevity).

22 10.2 Salary Increases.

23 10.2.1 If, during the term of this Agreement, the District grants unit members in any other
24 bargaining unit a cost of living percentage salary increase to the salary schedule (excluding increases based on an
25 increased work year) which exceeds the percentage salary increases contained in this Agreement, the District
26 shall adjust the percentage salary increases contained in this Agreement so that they are equal to the percentage

1 salary increase granted to unit members in the other bargaining unit. Moreover, such adjustment shall not be
2 retroactive, notwithstanding the retroactivity of any increase granted to the other bargaining unit.

3 10.2.2 For the purpose of this Article, the term “bargaining unit” refers to a bargaining unit
4 where a single employee organization has been granted exclusive representation rights pursuant to the Educational
5 Employment Relations Act.

6 10.2.3 For the purposes of this Article, the term “salary increase” refers only to base salary or
7 wages and does not include longevity pay, health and welfare benefits, retirement benefits, bonuses, vacations,
8 holidays, sick leave or other fringe benefits.

9 10.3 Paychecks. All regular paychecks of unit members shall be itemized to the maximum extent
10 practicable pursuant to the payroll procedures of the Riverside County Office of Education, including accrued
11 sick leave and vacation entitlements.

12 10.4 Payroll Errors. Any payroll error resulting in insufficient payment for a unit member shall be
13 corrected, and a supplemental check issued, not later than four (4) working days after the unit member provides
14 notice to the payroll department.

15 10.5 Excess Payments. In the event a payroll error results in an excess payment to a unit member, the
16 unit member shall be required to refund the excess to the District as soon as is reasonable under the circumstances,
17 but in no event shall the unit member take more than six (6) months to refund the entire excess.

18 10.6 Lost Checks. Any paycheck for a unit member which is lost after receipt or which is not delivered
19 within five (5) days of mailing if mailed, shall be replaced not later than three (3) working days following the unit
20 member’s demand to the payroll department for replacement of the paycheck.

21 10.7 Promotion. Any unit member receiving a promotion under the provisions of this Agreement shall
22 be moved to the appropriate range and step of the new class which provides an amount at least equal to a one step
23 increase in the unit member’s previous range, except that the unit member may be placed on the last step of the
24 appropriate range if that is the maximum allowable for that class.

25 10.8 Mileage. Any unit member authorized by his/her supervisor to use his/her vehicle on District
26 business shall be reimbursed for all miles driven on behalf of the District. The mileage computation shall include

1 mileage necessary to return to the unit member's normal job site after the completion of District business, or to
2 the unit members' residence, whichever is a shorter distance. The rate paid shall be the Internal Revenue Service
3 per mile reimbursement rate. The District will make a good faith effort to reimburse mileage driven on behalf of
4 the District within thirty (30) days after submission of a claim.

5 10.9 Meals. Any unit member who, as a result of work assignment, must have meals away from the
6 District shall be reimbursed a reasonable and necessary amount towards the cost of the meal not later than five
7 (5) working days after submission of the expense claim.

8 10.10 Lodging. Any unit member who, as a result of a work assignment, must be lodged away from
9 home overnight, shall be reimbursed by the District for the reasonable cost of such lodging. Where possible, the
10 District shall make reservations and provide advance funds to the unit member for such lodging. If advance funds
11 are not available or do not cover the full cost of required lodging, the District shall reimburse the unit member for
12 reasonable out-of-pocket lodging expenses within five (5) working days after the unit member has submitted an
13 expense claim.

14 10.11 Anniversary Date. For the purpose of determining the date upon which unit members shall be
15 granted salary schedule step advancement, regardless of subsequent promotion and/or reclassification, the
16 following procedures shall apply:

17 10.11.1 Unit members hired on or before the 14th day of the month shall have the first day of
18 that month as an Anniversary Base Date; unit members hired on or after the 15th day of the month shall
19 have the 1st day of the immediately succeeding month as an Anniversary Base Date.

20 10.11.2 For a unit member who is laid off and subsequently rehired, if such rehiring occurs within
21 one (1) year of the date of the layoff, the unit member shall retain the Anniversary Date which the unit member
22 had prior to layoff. If such rehiring occurs after one (1) year of the date of the layoff, the date of rehire shall be
23 the unit member's new Anniversary Date.

24 10.12 Training Time. If the District requires a unit member to attend training sessions or otherwise
25 engage in training of any kind in order to continue his/her employment in a position they shall receive
26 compensation as follows:

1 10.12.1 When the training occurs during the unit member's regularly assigned working hours,
2 the unit member shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

3 10.12.2 When the regularly assigned hours and the hours of training combined total in excess of
4 eight (8) hours on a regularly assigned workday, or when the training occurs at any time other than the regularly
5 assigned workweek and would otherwise qualify for overtime pay, the unit member shall be paid at the overtime
6 rate appropriate for the day and/or time at which the training occurs. The overtime rate shall be based on the unit
7 member's regular rate of pay.

8 10.12.3 All costs incurred under a mandated training program for employee transportation,
9 registration fees, and supplies shall be paid for by the District.

10 10.13. Longevity Pay. At the beginning of ten (10) years of regular, continuous service, the regular
11 rate of pay shall be increased by two and one-half percent (2.5%). At the beginning of fifteen (15) years of
12 regular, continuous service, the regular rate of pay shall be increased by an additional two and one-half percent
13 (2.5%) over the increment first above mentioned. At the beginning of twenty (20) years of regular, continuous
14 service, the regular rate of pay shall be increased by an additional two and one-half percent (2.5%) over the two
15 increments above mentioned. (Longevity shall also be paid during recess period assignments.) At the beginning
16 of twenty-five (25) years of regular, continuous service, the regular rate of pay shall be increased by an
17 additional two and one-half percent (2.5%) over the three (3) increments above mentioned. At the beginning of
18 thirty (30) years of regular continuous service, the regular rate of pay shall be increased by an additional two
19 and one-half percent (2.5%) over the four (4) increments above mentioned.

20 10.14. Bilingual Stipends. The District shall provide a seventy-five dollar (\$75.00) a month stipend to
21 unit members designated annually by their site principals or District Office supervisor as being responsible for
22 providing interpretation services. There shall be two (2) unit members eligible for the bilingual stipend at the
23 District Office, Paloma Valley High School and Perris Lake High School. Two (2) unit members may be
24 designated at Pinacate Middle School, Heritage High School and Community Day School, and three (3)
25 individuals at Perris High School. The individual may decline the designation. The parties agree to utilize data

1 from student information system and input from the site principals to determine what, if any, additional stipends
2 should be provided throughout the District.

3 10.15 CalPERS. Unit members will be responsible for paying the employee portion of their Public
4 Employee's Retirement System (PERS) contributions

5 ARTICLE 11

6 HEALTH AND WELFARE BENEFITS

7 11.1 General. Unit members shall be eligible for medical, dental and vision plans as
8 offered through the District. The premiums shall be a super-composite rate for all unit members. The
9 District contribution towards premiums for health and welfare benefits for full-time unit members will
10 be \$11,385 effective July 1, 2016. This increase will apply to all unit members who were in a paid
11 status as of February 1, 2017

12 11.1.1 It is recognized that there may be additional health insurance costs to be paid by
13 unit members, depending upon the type of insurance that is selected during the open enrollment
14 period. Any additional premium costs above the cap shall be paid by the unit member through
15 automatic payroll deductions

16 11.2 Health Insurance.

17 1. Medical. Except for those unit members with duplicate medical coverage, all full-time unit
18 members shall be required to take a medical plan. Part-time unit members may choose to select a medical plan.
19 In order to offset some of the increase in medical costs, the hospital admit co-pay will vary from zero to two
20 hundred fifty dollars (\$0 to \$250). For the first 100 admits of unit members, or their covered dependents, the
21 District will reimburse the unit member two hundred dollars (\$200) upon submission of appropriate
22 documentation. Documentation must be submitted to the Business Office within thirty (30) days of incurring the
23 expense. After 100 reimbursements, unit members will pay the full co-pay amount.

24 11.3 Dental and Vision. All full-time unit members must select a dental and a vision plan. Part-
25 time unit members may choose to select a dental plan and/or vision plan. Unit members with cash option who are
26 less than full-time will not receive dental or vision benefits in addition to the cash option. Unit members may

1 choose to purchase dental and/or vision benefits from the District at the same premium offered to all other unit
2 members.

3 11.3.1 Unit members with cash option who are full-time will be enrolled in the least
4 expensive dental and vision plans available to the District. Unit members may choose to purchase more expensive
5 dental and/or vision benefits from the District at the same premium offered to all other unit members. The
6 difference in the plan(s) selected by the unit member and the least expensive plans offered by the District will be
7 borne by the unit member.

8 11.4 Cash Option. Unit members who have alternate medical coverage that meets the requirements of
9 the Affordable Care Act or applicable law may elect not to receive medical benefits and, instead, may elect to
10 receive cash compensation, provided they comply with verification procedures. Unit members who choose the
11 cash option will receive cash compensation in the amount of up to two thousand dollars (\$2,000).

12 11.5 Eligibility. Insurance benefits must be applied for by the unit member within thirty (30) days of
13 employment. Plan year renewal dates shall be July 1. Unit members shall be permitted to make changes to
14 insurance selections only (1) during open enrollment; or (2) upon change of status.

15 Full insurance benefits provided by the District apply only to regular full-time unit members. Said benefits
16 are to be applied on a prorated basis as the unit member's hours worked per week bear to forty (40), and months
17 worked per year bear to ten (10), for maximum benefits, except that unit members-who have assignments that are
18 less than three and one-half (3 1/2) hours will be precluded from participation in the District's health and welfare
19 program.

20 11.6 Continuation of Coverage. The District will comply with applicable state and federal
21 regulations regarding continuation of health insurance coverage (commonly called "COBRA").

22 11.7. Tax Sheltered Annuities. The District shall provide payroll deduction for unit members who wish
23 to participate in a tax sheltered annuity program. The unit member may elect to remit salary deduction to any of
24 the insurance companies which are approved by the Riverside County Office of Education.

25 11.8 Insurance Committee. An insurance committee shall be formed to periodically review pertinent
26 programs for the unit members.

1 ARTICLE 12

2 UNIT MEMBER EXPENSES AND MATERIALS

3 12.1.1 Tools.

4 12.1.2 The District agrees to provide all tools, equipment and supplies reasonably necessary to
5 unit members for performance of employment duties.

6 12.1.3 Notwithstanding Section 12.1.1, if a unit member is authorized by his/her supervisor to
7 provide tools or equipment which are the personal property of the unit member for use in the course of employment,
8 the District agrees to reimburse the unit member for the reasonable repair or replacement cost for any damage or
9 loss to such occurring in the course of employment, subject to the provisions of Section 12.2, below. At no time
10 will a unit member be compelled to provide or use any tools or equipment which are the personal property of the
11 unit member in the course of employment.

12 12.1.3 The District agrees to provide a safe place to store all tools and equipment.

13 12.2 Replacing or Repairing Unit Member's Personal Property.

14 12.2.1 The District shall reimburse a unit member for loss or damage excluding amounts
15 recoverable under the unit member's insurance, to personal property used at the unit member's work site if such
16 use has been authorized in advance in writing by the unit member's supervisor.

17 12.2.2 The District shall reimburse a unit member for loss or damage excluding amounts
18 recoverable under the unit member's insurance, to personal property of the unit member necessarily or
19 customarily worn or carried by the unit member while on duty, such as eyeglasses, hearing aids, watches, dentures,
20 and articles of clothing. The actual replacement value of the item shall be used in determining the amount of the
21 claim.

22 12.2.3 Notwithstanding the foregoing, the District shall not be required to make any
23 reimbursement where the loss or damage was primarily due to the negligence of the unit member.

24 12.2.4 All claims under this Section 12.2 shall be made on forms prescribed by the District and
25 shall be forwarded to the Business Office for review.

1 12.3 Physical/Mental Examination. The District agrees to pay the full cost, or any cost beyond the
2 limits of the unit member's insurance, of any medical examination required as a condition of continued
3 employment, including but not limited to the examination provisions set forth in Education Code Section 45122
4 or its successor.

5 12.4 Insurance Costs. For the purposes of this Agreement, a cost "beyond the limits of the unit
6 member's insurance" includes all costs not covered by said insurance, including "deductibles," if any.

7 12.5 Safety Equipment. The District shall require unit members to use safety equipment reasonably
8 necessary to insure the safety of the unit member or others. The District agrees to furnish such equipment or gear,
9 or to reimburse the unit member for the full cost of procuring such equipment or gear.

10 12.6 Uniforms. Uniforms are determined to be within the meaning of this Article and are defined as
11 follows: "Uniforms are any wearing apparel of a particular color, design, pattern, or style required to be worn or
12 used by the District in the course of employment." Upon the assignment to any position requiring the utilization
13 of a uniform, the District agrees to bear the cost of providing such, and will maintain them. If a unit member is
14 given the option of wash and wear apparel (i.e., they do not require special laundering such as polo shirts or blue
15 jeans), and chooses such, the unit member will be required to launder and maintain them.

16 The following classifications will be required to wear uniforms and will be provided the following upon
17 initial hire:

- 18 a) Campus Supervisor I and II – 6 shirts, 2 hooded sweatshirts, 1 coat and 1 raincoat
- 19 b) All Nutrition Services - 6 shirts and 6 aprons
- 20 c) All Maintenance and Operations – uniforms provided by district selected vendor

21 Maintenance and Operations staff will be provided uniforms that consist of pants and shirts. If an employee
22 within this classification chooses to wear denim pants in place of the district issued uniform pants, they must be
23 dark (blue or black), clean, have no holes, rips or other excessive wear marks and fit appropriately. The employee
24 will be responsible for laundering at employees' sole expense and any damage that may result.

25 12.7 Tuition Reimbursement. The District shall reimburse unit members to a maximum of \$125.00
26 for tuition and required books upon successful completion of any work-related course approved in advance by

1 the District and CSEA. Work-related courses may include courses required for a major in a work-related area, or
2 courses relating to promotional or retraining opportunities within the District.

3 If the District requests a unit member to take a course, the District shall pay an amount mutually
4 agreed upon by the District and the unit member. If the District requires a course, the District shall pay 100% of
5 all costs.

6 ARTICLE 13

7 SAFETY

8 13.1 Safety Committee. A safety committee shall be formed to periodically review health, safety,
9 sanitation, and working conditions. The committee shall include representatives from each site approved by the
10 principal of that site plus two (2) members appointed by CSEA and two (2) by PSEA. The committee shall make
11 recommendations to the District concerning improvements in health, safety, sanitation, and working conditions.

12 13.2 Release Time. The unit members of the committee shall be allowed reasonable release time to
13 carry out their obligations under Section 13.1.

14 13.3 No Discrimination. No unit member shall be in any way discriminated against as a result of
15 reporting any condition reasonably believed to be a violation of applicable law.

16 13.3.1 Reprisals. No reprisals shall be taken against any unit member as a result of the unit
17 member's submission of a written report concerning any condition reasonably believed to be unsafe.

18 13.4 Unit Member Safety Complaints. Unit member complaints concerning safety matters shall be
19 referred to the committee, which will recommend appropriate action. If the problem is not resolved within two
20 (2) weeks, or if the District does not comply with the recommendations, the complaint may be submitted directly
21 to the Board in writing. A unit member following this procedure does not waive any rights to other procedures
22 or remedies.

23 13.5 New and/or Unfamiliar Work Conditions. In accordance with the District's Injury Prevention
24 Program, no unit member shall be required to work on or with new technology, an unfamiliar machine or
25 unfamiliar chemicals, until instruction and training in their operation have been provided.

1 ARTICLE 14

2 HOLIDAYS

3 14.1 Scheduled Holidays. The District agrees to provide the following paid holidays for eligible unit
4 members as defined by Holiday Eligibility, 14.3:

5 14.1.1 New Year's Day

6 14.1.2 Martin Luther King Day

7 14.1.3 Lincoln Day

8 14.1.4 Washington Day

9 14.1.5 Spring Vacation Day — one Friday during spring recess

10 14.1.6 Memorial Day

11 14.1.7 Independence Day

12 14.1.8 Labor Day

13 14.1.9 Admission Day (as set by the District)

14 14.1.10 Veteran's Day

15 14.1.11 Thanksgiving Day — the Thursday proclaimed by the President and following
16 Friday

17 14.1.12 Christmas Eve

18 14.1.13 Christmas Day

19 14.1.14 New Year's Eve

20 14.2 Additional Holidays. Every day appointed by the President or Governor of this state as a public
21 fast, thanksgiving, or holiday, as provided for in Education Code 37220, or any day declared a holiday by the
22 Governing Board under the Education Code, shall also be a holiday, provided that it is clearly the intent of the
23 President, Governor or Governing Board to give school district unit members a paid day off.

24 14.3 Holiday Eligibility. Except as otherwise provided in this Article, a unit member must be in paid
25 status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

14.3.1 Unit members who are not normally assigned to duty during the school recesses during which Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and/or Spring Vacation Day fall, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their current assignment immediately preceding or succeeding the holiday period. Notwithstanding the foregoing, Paraeducators assigned to year round education will be granted a minimum of thirteen (13) paid holidays over the course of the school year.

14.4 Weekend Holidays. Holidays falling on weekend days shall be adjusted according to the provisions of the Education Code.

14.5 Calendar. Prior to the Board adopting a calendar, the parties shall negotiate, to the extent required by law, outside of the normal negotiations cycle with respect to the establishment of the school calendar and setting of holidays.

ARTICLE 15

VACATION PLAN

15.1 Eligibility. All unit members shall earn paid vacation time under this Article.

15.2 Paid Vacation. Unit members will accrue vacation on a fiscal year basis (July 1 to June 30) at the beginning of the fiscal year in which the vacation time would be earned for a full year of service. Except as otherwise provided in this Article, paid vacation time shall be used no later than the fiscal year immediately following the fiscal year in which it is earned. A maximum of the equivalent of one (1) fiscal year vacation may be carried forward.

15.3 Accumulation. Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule:

Years of Employment	Days per Month	Max. Days Allowed
0-5	1.00	12
6-10	1.25	15
11-15	1.50	18
16-19	1.67	20

20+	1.83	22
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15.3.6 All unit members shall be allowed to carry over up to ten (10) days of their vacation time in each of the two (2) years prior to their retirement so that unit members can collect accumulated vacation time and his/her regular vacation time when retiring. Unit members wishing to utilize this subsection shall provide the District written notice including proof of eligibility.

15.4 Vacation Pay. Pay for vacation days for all unit members shall be the same as that which the unit member would have received had he/she been working.

15.5 Vacation Pay Upon Separation. When a unit member separates from the District for any reason, including termination, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the separation. Vacation time advanced to a unit member as provided in Article 15.2 shall be reduced to actual time earned and accumulated when a unit member separates from the District prior to end of the fiscal year (June 30).

15.6 Vacation Postponement.

15.6.1 If a unit member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The unit member may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year, or he/she may request compensation for all vacation earned and accumulated during the fiscal year, in which event the District may direct either that the unit member take the vacation or be paid for it.

15.6.2 If for any reason a unit member is not permitted to take all or any part of his/her available vacation time before the conclusion of the fiscal year immediately following the fiscal year in which it is earned, the amount not then taken shall be paid.

15.7 Holidays. When a holiday falls during the scheduled vacation of any unit member, such unit member shall receive holiday pay in lieu of vacation pay for each holiday falling within that period in accordance with Article 14.

15.8 Vacation Scheduling. Except under extenuating circumstances, unit members shall submit their vacation requests as soon as possible, but no later than ten (10) working days in advance of the desired vacation. The unit member's supervisor shall respond in writing to the request within three (3) working days. If the request is denied, the response shall set forth the reasons for the denial and the unit member shall request to schedule vacation at an alternate time. Vacations shall be scheduled at times requested by unit members so far as possible within the District's work requirements. Subject to such requirements, if there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greatest bargaining unit seniority shall be given his/her preference. If the unit member neglects to schedule their available vacation time within the fiscal year it is earned or the fiscal year immediately following the fiscal year in which it is earned, the unit member's supervisor may schedule vacation time for the unit member.

15.9 Interruption of Vacation. A unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the unit member supplies notice and reasonable supporting information regarding the basis for such interruption or termination.

ARTICLE 16

LEAVES

16.1 Bereavement. Unit members shall be granted necessary leave, not to exceed three (3) days, or five (5) days if one-way travel in excess of two hundred fifty (250) miles or out-of-state travel is required, on account of the death of any member of his/her immediate family. (However, if the death should be any member of the immediate family or domestic partner residing in the unit member's household, unit member shall be granted five (5) days of bereavement leave.) No deduction shall be made from the salary of such unit member nor shall such leave be deducted from leave granted by other Sections of this Agreement or provided by the District or law. The benefits of this Section may be enlarged by the personal necessity and/or general leaves sections of this Article. Members of the immediate family, as used in this Agreement, means the mother, father, grandmother, grandfather, grandchild, step-mother or step-father of the unit member or the spouse of the unit member. Also included are the father or mother of a dependent child, and the spouse, son, son-in-law, daughter,

1 daughter-in-law, step-child, brother or sister of the unit member, or any other relative living in the immediate
2 household of the unit member.

3 16.2 Judicial and Jury Duty Leave.

4 16.2.1 A unit member shall be entitled to as many days of paid leave as are necessary for
5 appearances in any legal proceeding, other than as a litigant, or on jury duty. The unit member will notify their
6 supervisor of the absence as soon as possible and keep the supervisor informed of any changes. Verification of
7 the leave may be required.

8 16.2.2 A unit member shall be entitled to paid leave when subpoenaed as a witness in any legal
9 proceeding where the unit member is not a party to the proceeding. The unit member will exert reasonable effort
10 to minimize the amount of time which is required to be taken under this section. Any order to appear in a legal
11 proceeding which is brought about by any misconduct or connivance by the unit member shall prohibit the unit
12 member from the paid leave of absence under this section. The unit member will contact the person listed on the
13 subpoena to determine time and date of appearance.

14 16.2.3 Unit members shall assign to the District any and all payments (except mileage
15 allotment) received while on judicial or jury duty leave when the unit member is excused from regular duties for
16 such leave.

17 16.3 Military Leaves. A unit member shall be entitled to full pay and benefits, as required by law,
18 when on military leave and shall retain all rights and privileges granted by law arising out of the exercise of
19 military leave.

20 16.4 Sick Leave.

21 16.4.1 Leave of Absence for Illness or Injury. A unit member employed five (5) days a week
22 by the District shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she
23 is not required to render service to the District, with full pay for a fiscal year of service. A unit member may
24 utilize sick leave for his/her medical appointments.

25 16.4.2 Notification. The District shall designate a specific office, and an alternate (absence
26 reporting system, aka “SubFinder”), for each school site and/or department, where unit members shall be required

1 to notify the District of an impending absence. Whenever possible, a unit member will notify the District of an
2 impending absence at least one (1) hour prior to the start of that unit member's shift. The District shall establish
3 reasonable rules pertaining to the reporting of impending absences and/or date that a unit member will return to
4 work. The District may require a unit member to provide a doctor's certification of his or her illness after the unit
5 member has been absent for five (5) consecutive days or more or when administration has a reasonable suspicion
6 of sick leave abuse. Such rules shall contain a presumption that a unit member will return to work unless the
7 District is otherwise advised.

8 16.4.3 A unit member, employed five (5) days a week, who is employed for less than a full
9 fiscal year, is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number
10 of months he/she is employed bears to twelve (12) months.

11 16.4.4 A unit member employed less than five (5) days per week shall be entitled, for a fiscal
12 year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days
13 he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of
14 service this paragraph and the preceding paragraph shall determine that proportion of leave of absence for illness
15 or injury to which they are entitled.

16 16.4.5 Pay for any day of such absence shall be the same as the pay which would have been
17 received had the unit member served during the day of illness.

18 16.4.6 At the beginning of each fiscal year, the full amount of sick leave granted under this
19 Section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave
20 and such leave may be taken at any time during the year. However, a new unit member of the District shall not
21 be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6)
22 months of active service with the District.

23 16.4.7 In accordance with Article 16.11, below, a unit member may use (as set forth in Section
24 16.4.1) or the District may require that sick leave be used to provide pay during an otherwise unpaid family and/or
25 pregnancy disability leave.

1 16.4.8 If any unit member does not take the full amount of leave allowed in any year under this
2 Section, the amount not taken shall be accumulated from year to year.

3 16.4.9 The unit member may convert unused sick leave to retirement credit in accordance with
4 applicable laws if the unit member is filing a request for retirement.

5 16.4.10 Extended Illness Leave. The District agrees to maintain a rule which provides that a
6 regular unit member shall once a year be credited with a total of one-hundred (100) working days of paid sick
7 leave, including the days to which unit members are entitled pursuant to Articles 16.4.1 through 16.4.8, above.
8 Days of paid sick leave in addition to those required by Articles 16.4.1 through 16.4.8 shall be compensated at
9 fifty percent (50%) of the unit member's regular salary. The paid sick leave authorized under this Article 16.4.9
10 shall be exclusive of any other paid leave, holidays, vacation or compensatory time to which the unit member
11 may be entitled, and shall not accumulate.

12 16.4.11 Perfect Attendance Bonuses. A unit member may qualify for certain bonuses if the unit
13 member has had no unauthorized absences and taken no sick leave during the applicable fiscal year (July 1 to
14 June 30). To qualify, a unit member must be employed with the District for the entire work year as defined by
15 his/her classification. The bonuses are as follows:

16 a. Beginning with the first to fifth year of service, a unit member who did not have
17 any unauthorized absences or take any sick leave shall receive \$100.00 at the conclusion of the fiscal year. In the
18 event a unit member missed one (1) day of work during this period due to an unauthorized absence or sick leave,
19 such unit member shall receive \$50.00 at the conclusion of the fiscal year.

20 b. Beginning with the sixth to 14th year of service, a unit member who did not have
21 any unauthorized absences or take any sick leave shall receive \$150.00 at the conclusion of the fiscal year. In the
22 event a unit member missed one (1) day of work during this period due to an unauthorized absence or sick leave,
23 such unit member shall receive \$75.00 at the conclusion of the fiscal year.

24 c. Beginning with the fifteenth (15th) year of service, a unit member who did not
25 have any unauthorized absences or take any sick leave shall receive \$200.00 at the conclusion of the fiscal year.

1 In the event a unit member missed one (1) day of work during this period due to an unauthorized absence or sick
2 leave, such unit member shall receive \$100.00 at the conclusion of the fiscal year.

3 16.5 Industrial Accident and Illness Leave.

4 16.5.1 Leaves for industrial accident or illness are subject to the following provisions:

5 a. Allowable leave shall be for sixty (60) working days in any one (1) fiscal year
6 for the same accident.

7 b. Allowable leave shall not be cumulative from year to year.

8 c. Industrial accident or illness leave will commence on the first day of absence.

9 d. Payment for wages lost on any day shall not, when added to an award granted
10 the unit member under applicable Workers' Compensation laws, exceed the normal wage for the day.

11 e. Industrial accident and illness leave will be reduced by one (1) day for each day
12 of authorized absence regardless of a compensation award made under Workers' Compensation.

13 f. When an industrial accident or illness occurs at a time when the full sixty (60)
14 days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the
15 end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

16 16.5.2 The industrial or illness leave of absence is to be used in lieu of entitlement under the
17 sick leave provisions of this Agreement. When entitlement to industrial accident or illness leave has been
18 exhausted, entitlement or other sick leave will then be used; but if a unit member is receiving Workers'
19 Compensation benefits, the unit member shall be entitled to use only so much of the unit member's accumulated
20 or available sick leave, accumulated compensating time, vacation or other available leave which, when added to
21 the workers' compensation award, provides for a full days wages or salary.

22 16.5.3 Additional leave of absence due to industrial accident or illness may be provided for
23 under the special leave provisions of this Agreement; during such leave, the unit member may return to the
24 person's position without suffering any loss of status or benefits.

25 16.5.4 Periods of leave of absence for industrial accident or illness, paid or unpaid, shall not be
26 considered to be a break in service of the unit member.

1 16.5.5 During all paid leaves of absence for industrial accident or illness, whether industrial
2 accident or illness leave under this Section, sick leave, vacation, compensated time off or other available leave
3 provided by law or the action of the District under the special leave provisions of this Agreement, the unit member
4 shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of
5 California. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary
6 and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be
7 made only in accordance with this Section.

8 16.5.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit
9 member is not medically able to assume the duties of the unit member's position, the unit member shall, if not
10 placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When
11 available, during the thirty-nine (39) month period, the unit member shall be employed in a vacant position in the
12 class of the unit member's previous assignment over all other available candidates except for a reemployment list
13 established because of lack of work or lack of funds, in which case the unit member shall be listed in accordance
14 with his/her seniority.

15 16.5.7 In order to qualify for the benefits of industrial accident or illness leave, the unit member
16 must have served with the District for a period of twelve (12) months. For the purposes of this Section, twelve
17 (12) months of service means that the unit member must have been a regular permanent or probationary unit
18 member of the District for one full calendar year prior to the first day of absence, except that all prior service in
19 a regular permanent or probationary capacity shall be credited in the case of a unit member with one or more
20 periods of broken service.

21 16.5.8 Any unit member receiving benefits as a result of this Section shall, during periods of
22 such injury or illness, remain within the State of California unless the District authorizes travel outside the state.

23 16.5.9 A unit member who has been placed on a reemployment list, as provided herein, who
24 has been medically released for return to duty and who fails to accept an appropriate assignment shall be
25 dismissed.

1 16.6 Salary Deductions for Absences. When a unit member has exhausted entitlement to industrial
2 accident leave and vacation (if applicable), regular sick leave, accumulated compensating time (if applicable),
3 and/or any other paid leave, the amount deducted from his/her salary due for any further period of absence on
4 account of any illness or injury shall be governed by the applicable provisions of the Education Code.

5 16.7 Break in Service.

6 16.7.1 No absence under any paid leave provision of this Article shall be considered as a break
7 in service for any unit member who is in paid status, and all benefits accruing under the provisions of this
8 Agreement shall continue to accrue under such absence.

9 16.7.2 No period of unpaid leave of absence or period of time on a statutory reemployment list
10 shall be considered a break in service for the purposes of retaining seniority under this Agreement.

11 16.7.3 Upon return, all time during which a unit member is in involuntary unpaid status during
12 personal or industrial accident leave shall be counted for seniority purposes not to exceed thirty-nine (39) months.
13 During such time, the individual will not accrue vacation, sick leave, holidays or other benefits.

14 16.7.4 Any permanent unit members of the District who voluntarily resign their permanent
15 classified position may be reinstated or reemployed by the Board within thirty-nine (39) months of their last day
16 of paid service, without further competitive examination, to a position in their former classification as a permanent
17 or limited-term unit member, or as a permanent or limited-term unit member in a related or lower class or a lower
18 class in which the unit member formerly had permanent status. If the District elects to reinstate or reemploy a
19 person as a permanent unit member under the provisions hereof, it shall disregard the break in service of the unit
20 member and classify him/her as, and restore to him/her all of the rights, benefits and burdens of a permanent unit
21 member in the class to which he/she is reemployed or reinstated.

22 16.8 Personal Necessity Leave. Earned leave for illness or injury may be used, at the unit member's
23 election, for purposes of personal necessity as defined below, provided that use of such personal necessity leave
24 does not exceed eight (8) days in any school year unless otherwise authorized in writing by the Superintendent.
25 The Superintendent will consider authorizing such extended personal necessity leave only for exceptional

1 circumstances such as the serious, extended illness of a unit member's immediate family member or the complete
2 destruction of a unit member's home by fire.

3 16.8.1 The death of a member of the unit member's immediate family when additional leave is
4 required beyond that provided in Section 16.1 of this Article.

5 16.8.2 As a result of an accident or illness involving a unit member's person or property or the
6 person or property of his/her immediate family.

7 16.8.3 When resulting from an appearance in any court or before any administrative tribunal as
8 a litigant, party, or witness under subpoena or order made with jurisdiction.

9 16.8.4 Other personal necessities which are allowed at the discretion of the Superintendent or
10 designee, provided that under no circumstances shall leave be available for purposes of personal convenience or
11 desire (as opposed to necessity) for the extension of a holiday or a vacation, or for matters which can be taken
12 care of outside the normal working hours, or for recreational activities.

13 16.8.5 Unless the personal necessity is of an extremely sensitive nature, the unit member must
14 obtain prior written approval from the appropriate management person, except in circumstances outlined in 16.8.1
15 or 16.8.2 above. Should those circumstances arise, the unit member shall make every effort to comply with
16 District procedures to enable the District to secure a substitute.

17 16.8.6 Under all circumstances a unit member shall verify in writing that the personal necessity
18 leave was used only for purposes as set forth above, and shall submit such verification or proof as is deemed
19 appropriate by the Superintendent or designee.

20 16.9 Personal Discretion. Each unit member shall be entitled to utilize five (5) days of their personal
21 necessity leave per year, non-cumulative, for personal discretion based solely on verification by the unit member
22 that the leave is serious in nature, involves circumstances that the unit member cannot reasonably ignore, and
23 requires the unit member's attention during normal working hours. Such leave may not be used for the extension
24 of a holiday vacation, but may be used to appear in court as a litigant or for paternity leave. The unit member
25 shall make every effort to comply with District procedures to enable the District to secure a substitute.

1 16.10 General Leaves. When no other leaves are available, a leave of absence may be granted to a unit
2 member on a paid or unpaid basis at any time upon any terms acceptable to the District and the unit member.

3 16.10.1 A general leave may be granted for, among other reasons, the purpose of study or
4 retraining. Such leave may be granted in increments of appropriate periods as required by the study or retraining
5 program involved. Such leave cannot be granted to a unit member who has not served at least three (3)
6 consecutive years preceding the granting of the leave, and no more than a total of one (1) year of such leave may
7 be granted within any three (3) year period. The District may prescribe standards of service which may entitle
8 the unit member to the leave of absence. Leaves granted hereunder shall not be deemed a break in service,
9 however no benefits shall accrue to a unit member while on leave.

10 16.11 Family and Pregnancy Disability Leave.

11 16.11.1 Family Leave. Under the Federal Family and Medical Leave Act of 1993 (“FMLA”)
12 and the California Family Rights Act of 1993 (“CFRA”), a unit member shall be eligible for state and/or federal
13 family leave of up to twelve (12) weeks in a twelve (12) month period if the unit member has been employed by
14 the District for more than twelve (12) months, has worked at least 1,250 hours in the twelve (12) months preceding
15 a family leave request and the unit member is employed at a worksite where the District employs fifty (50) or
16 more persons or the District employs at least fifty (50) unit members within seventy-five (75) miles of the unit
17 member’s worksite.

18 16.11.2 Purpose of Leave. An eligible unit member may be entitled to take up to twelve (12)
19 workweeks of unpaid, job protected family leave in a twelve (12) month period using the “rolling forward”
20 method of calculation for the birth, adoption, or foster care placement of a child with the unit member; for the
21 unit member’s own serious health condition or to care for the unit member’s child, parent or spouse who has a
22 serious health condition. In accordance with applicable law, the unit member may request or the District may
23 require that paid leave, as provided in this Article, be used to provide pay during an otherwise unpaid family
24 leave.

25 16.11.3 Pregnancy Leave. If disabled by pregnancy, childbirth or related medical conditions, a
26 unit member may be entitled to take an unpaid pregnancy disability leave (“PDL”) of up to four months,

1 depending on the unit member's period(s) of actual disability. If the unit member is also eligible for FMLA/CFRA
2 family leave, she may be entitled to take both a PDL/FMLA leave, followed by a CFRA leave in connection with
3 the birth of her child. In accordance with applicable law, the unit member may request or the District may require
4 that paid leave, other than vacation leave, be used to provide pay during an otherwise unpaid pregnancy disability
5 leave. Further, at the unit members option, vacation leave may be used to provide pay during an otherwise unpaid
6 pregnancy disability leave.

7 16.11.4 Pay During Leave. Family and/or pregnancy disability leave is unpaid leave. However,
8 a unit member may request or the District may require that any paid and/or unpaid leave be
9 substituted/coordinated with family and/or pregnancy disability leave as provided above or to the maximum
10 extent allowed by law. A unit member may request use of vacation leave upon exhaustion of sick leave. Unit
11 members wishing to use vacation leave shall notify Human Resources and follow up with a written verification
12 to Human Resources as soon as possible.

13 16.11.5 Duration of Leave. When medically necessary, family and/or pregnancy leave may be
14 taken on an intermittent or a reduced work schedule. The basic minimum duration for family and/or pregnancy
15 leave is the shortest period of time that the District's payroll system uses to account for absences or use of leave.
16 Where a unit member is taking CFRA leave following the birth, adoption or foster care placement of a child, the
17 basic minimum duration for such leave is two (2) weeks, except that less than two (2) weeks may be taken on any
18 two (2) occasions following the birth of a unit member's child, and such leave must be concluded within one (1)
19 year of the birth, or placement of a child with the unit member for adoption or foster care.

20 16.11.6 Notice. Unit members must generally provide at least thirty (30) days advance notice for
21 foreseeable events (such as the expected birth of a child or a planned medical treatment for the unit member or
22 the unit member's family member). For events which are unforeseeable, the unit member should notify the
23 District, at least verbally, as soon as the unit member learns of the need for the leave. Failure to comply with
24 these notice requirements is grounds for and may result in deferral of the requested leave.

25 16.11.7 Certification. The District may require certification from the unit member's health care
26 provider where leave is based on disability due to pregnancy, childbirth or a related medical condition or the unit

1 member's own serious health condition. The District may also require certification from the health care provider
2 of the unit member's child, parent, or spouse who has a serious health condition. Where family leave is requested
3 due to the unit member's own serious health condition, the District may also require second or third opinions (at
4 District expense). In addition to the above, the District may require a fitness for duty report prior to the unit
5 member's return to work following his/her serious health condition.

6 16.11.8 Benefits During Leave. During family leave, the District will continue group health plan
7 coverage for up to a maximum of twelve (12) weeks in any twelve (12) month period under the same terms and
8 conditions as applied prior to the unit member's leave of absence. Upon returning from leave, unit members will
9 generally be restored to their original or equivalent positions with equivalent pay, benefits, and other employment
10 terms. Taking a family care or pregnancy disability leave cannot result in the loss of any employment benefit that
11 accrued prior to the start of the leave of absence.

12 16.11.9 Additional Information. For more information and/or a copy of the District's
13 comprehensive policies regarding family and pregnancy disability leave, unit members should contact Human
14 Resources.

15 16.12 Catastrophic Leave. When a catastrophic illness or injury incapacitates a unit member or a
16 member or his or her family for an extended period of time, fellow unit members may donate accrued vacation
17 and sick leave credits to that unit member under the specific requirements of the District's Catastrophic Leave
18 Program. Donations under the Catastrophic Leave Program shall be strictly voluntary.

19 16.12.1 A unit member who is, or whose family member is, suffering from a catastrophic illness
20 or injury may request donations of accrued vacation or sick leave credits under the Catastrophic Leave Program.

21 16.12.2 "Catastrophic illness" or "injury" means an illness or injury that is expected to
22 incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's
23 family which incapacity requires the unit member to take time off work for an extended period of time to care for
24 that family member, and taking extended time off work creates a financial hardship for the unit member because
25 he or she has exhausted all of his or her sick leave and other paid time off (Education Code 44043.5).

1 16.12.3 Upon requesting donations under this program the unit member shall provide verification
2 of the catastrophic injury or illness which verification shall be made by means of a letter, dated and signed by the
3 sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or
4 injury.

5 16.12.4 The School Board or designee shall determine that the unit member is unable to work
6 due to the unit member's or his or her family member's catastrophic illness or injury, and that the unit member
7 has exhausted all accrued paid leave. When such verification and determination has been made, the School Board
8 or designee may approve the transfer of accrued vacation and sick leave credits.

9 16.12.5 The Superintendent or designee shall inform unit members of the means by which
10 donations may be made in response to the unit member's request.

11 16.12.6 Any unit member, upon written notice to the District may donate accrued vacation and/or
12 sick leave credits to the requesting unit member at a minimum of eight hours, and in hour increments thereafter.
13 All transfers of eligible leave credit shall be irrevocable. (However, where donations appear to be far in excess
14 of what will be needed in a particular case, the Business Office will make a good faith effort not to accept such
15 donations on a pro rata basis). To ensure that unit members retain sufficient accrued sick leave to meet needs that
16 normally arise, donors shall not reduce their accumulated sick leave to fewer than (40) hours.

17 16.12.7 Donated leave shall be changed to its cash value and then credited to the recipient in
18 equivalent hours at the recipient's base hourly rate of vacation or leave.

19 16.12.8 Benefiting unit members may use donated leave credits for a maximum of twelve (12)
20 months. Benefiting unit members shall use any leave credits that he or she continues to accrue on a monthly basis
21 before receiving paid leave pursuant to this program. Upon expiration of the twelve (12) month period, any
22 remaining donated leave will be placed in a pool for the exclusive use of other unit members. The District will
23 provide a report to the CSEA Chapter President, upon request, on the pool balance.

24 16.12.9 Unit members may donate leave credits to certificated employees, so long as such
25 donations are not prohibited by applicable laws or regulations.

26 16.12.10 The Superintendent or designee shall ensure that all donations are confidential.

1 ARTICLE 17

2 TRANSFERS

3 17.1 Definition. Transfer shall mean a change of unit member assignment that results in a change of
4 the unit member's assigned work site or work shift without a change in classification.

5 17.2 Rights. Unit members may be transferred or may request to be transferred to positions for which
6 they are qualified provided such is in the same salary range or classification. If any transfer is challenged by the
7 unit member as being for punitive reasons, the unit member has the right to subject the transfer to the grievance
8 procedure or the discipline procedure, but in either event all issues shall be resolved in a single procedure
9 (grievance or discipline).

10 17.3 Voluntary Transfers.

11 17.3.1 A voluntary transfer is one which is sought by a unit member. A unit member seeking a
12 voluntary transfer may be denied said transfer on the basis of poor job performance as evidenced by an overall
13 below average or unsatisfactory rating on the two (2) most recent performance evaluations, unjustified excessive
14 absenteeism as determined by the Chief Human Resources Officer or Designee, and/or disciplinary action taken
15 against them within the last year of the date of the posted vacancy. Among eligible unit members, the most senior
16 unit member (as determined pursuant to Section 20.1.4 of the Agreement) shall be granted the transfer. The unit
17 member shall be notified of the transfer and Human Resources will schedule a meeting with the supervisor to
18 review the supervisor's expectations for the new assignment. The meeting should be set up no later than seven
19 (7) days after the unit member has been notified of the transfer. The unit member may withdraw the transfer
20 request within twenty-four (24) hours of his meeting with the supervisor by providing written notice of such
21 withdrawal to Human Resources. A unit member accepting a voluntary transfer shall not be eligible to transfer
22 for six (6) months from the effective date of the transfer.

23 17.3.2 The filing of a request for transfer shall not jeopardize the unit member's current
24 assignment. A request for transfer may be withdrawn by the unit member making it at any time, unless a
25 commitment for replacement has been made by Human Resources or more than one (1) business day has expired
26 since the meeting between the unit member and his supervisor as set forth in Section 17.3.1.

17.3.3 Where an open position would result in an increase in hours for an applicant, whether or not it would be a transfer, the provisions of 17.3.1 shall apply.

17.4 Involuntary Transfers.

17.4.1 An involuntary transfer is one not sought, requested or agreed to by the unit member transferred. If two (2) or more unit members are considered for a transfer, all other factors being reasonably equal, the least senior unit member being considered shall be selected. For purposes of this Section, seniority shall be considered to be seniority within a class, as set forth in Article 20.1.4.

17.5 Notices. Vacancy notices for any positions included in the bargaining unit covered by this Agreement shall be posted at the school sites in accordance with Section 18.2.1, below. In approximately June of each school year, unit members will be sent an “interest form,” in lieu of individual notices to all incumbents, where they can indicate any transfers they would like to be considered for. Unit members are to promptly return these forms to Human Resources.

17.6 Reassignment of Unit Member Because of Illness or Injury. A unit member who is determined by the District to be incapable of performing the duties of his/her class because of illness or injury may be assigned duties which he/she is capable of performing or for which he/she may be expected to acquire the necessary ability after a reasonable program of in-service training, should such position be reasonably available. If the unit member is assigned to a position allocated to a lower salary range, he/she shall be placed on the step of the range which will be equal to or closest to the amount earned in his/her prior position provided that the unit member shall not receive a wage increase under such circumstances.

ARTICLE 18

PROMOTION

18.1 Definition. A promotion is a change in the assignment of a unit member from a position in one classification to a position in another classification with a higher maximum salary rate, or to a position with a greater annual salary (e.g., an increase in hours and/or days worked in a year) even if there is no change in classification. This Article applies only to promotions within the bargaining unit.

1 18.1.1 First Consideration. To the extent consistent with the District's affirmative action
2 program, unit members shall receive consideration in filling any job vacancy which can be considered a promotion
3 after the announcement of the position vacancy.

4 18.1.2 Filling of Vacancies. In considering unit members for a promotional vacancy, skills,
5 experience, abilities, test results and job performance records will be the deciding factors. If there are no
6 appreciable distinguishing differences between candidates, preference shall be given to the senior unit member
7 applicant. A written procedure will describe the process for in house promotions for unit members.

8 18.1.3 Interviews. The District shall select an interview panel that will include at least one (1)
9 person in the same or related classification as the position for which the promotion is available. In selecting the
10 interview panel the District will, whenever possible, consider choosing panel members from list of three (3) names
11 that the unit President will provide District Administration. The panel will review the promotional process prior
12 to the interview. The Chief Human Resources Officer or designee, will determine the number of candidates who
13 will be interviewed but in the case of unit members, all who pass the test will receive an interview. All interview
14 questions will be job related and remain confidential. Before Administration makes a decision, the interview
15 panel will dialogue regarding the recommendations that the panel makes. Regardless of the recommendation by
16 the interview panel, the Administration has ultimate discretion to choose who is selected for the promotion. If
17 there are no appreciable distinguishing differences between candidates, preference shall be given to the senior
18 unit member applicant. After a selection is made, upon an unsuccessful unit member candidate's request, the
19 Chief Human Resources Officer, or designee will meet with the candidate to review why the candidate was not
20 chosen for the promotional position.

21 18.1.4 Trial Period.
22 Unit members promoted should demonstrate within a fair trial period that they can perform the work satisfactorily
23 and maintain the standards established for the job. If it is determined within such period, which shall not exceed
24 the probationary period that a unit member cannot perform the duties of the position, such unit member shall be
25 returned to his/her former position.

b. If a probationary unit member's promotional request is granted, the unit member will not become permanent until the unit member has successfully completed probation in either the promotional or original position. Should the unit member fail to satisfactorily complete probation in the promotional position, the unit member shall be returned to his/her former position and shall receive credit, towards completion of the probationary period, only for the time served in the former position.

18.2 Posting of Notice.

18.2.1 Notice of all job vacancies shall be posted on the electronic job board utilized by the District and bulletin boards in prominent locations at each District job site.

18.2.2 The job vacancy notice shall remain posted for a period of six (6) full working days, during which time unit members may apply for the vacancy.

18.3 Notice Contents. The job vacancy notice shall include at least the job title, salary range, a brief description of the position, duties, the assigned work hours and intended initial job site.

18.4 Application Process. Any unit member may apply for the vacancy by complying with the application procedures used for all applicants. Any unit member on leave or vacation may authorize his/her CSEA Representative to apply on the unit member's behalf.

18.5 Certification of Applicants. Following completion of the recruitment period, Human Resources shall notify each applicant of his/her standing.

ARTICLE 19

CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

19.1 General. Each bargaining unit position shall be placed in a classification with a designated title and intended initial job site and shall have: a regularly assigned minimum number of hours per day, days per week, and weeks/months per year, a statement of the specific duties to be performed in each such position, and a regular monthly salary range.

19.2 New Hires. Newly hired unit members shall be placed on Step 1 of the appropriate classification, unless, in the discretion of the Human Resources administration, it is necessary to place them at a higher step, up to Step 3, based on years of experience within a similar job field.

1 19.3 Inconsistent Duties; Compensation. Whenever the duties actually performed by an incumbent in
2 a position are not actually reflected in, or reasonably related to, the specific statement of duties required to be
3 performed as set forth in the job description for the position, the unit member shall be reclassified, or granted pay
4 for work out of classification, in accordance with the criteria and procedure set forth below. This provision is not
5 intended to apply to the situation that exists when a unit member is responsible for all (or a majority of) the duties
6 of a higher classification. In that event, such unit member shall be entitled to the higher rate of pay for all time
7 worked in such higher classification (computed on a daily basis).

8 19.3.1 Short Term. Where the duties performed are not fixed and prescribed for the position or
9 reasonably related to those fixed and prescribed for the position, and where those duties, upon the completion of
10 which, such duties or similar duties will not be extended or needed on a continuing basis, the unit member shall
11 be entitled to an upward salary adjustment in an amount which will reasonably reflect the duties which the
12 incumbent performed. The incumbent shall be entitled to such upward adjustment for the entire period such
13 temporary duties were performed, provided that the assignment was for a period of at least five (5) working days
14 during any fifteen (15) calendar-day period. It is the intent of this section to permit the District to temporarily
15 work unit members outside their normal duties but in so doing to require that some reasonable additional
16 compensation be provided the unit member during such temporary assignment.

17 19.3.2 Continuing Basis. Where the duties are not fixed and prescribed for the position or
18 reasonably related to the position, and where the duties will be extended or needed on a continuing basis, the
19 incumbent shall be entitled to have his/her position upgraded to a higher classification. It is the intent of this
20 section to provide for the upgrading of positions to higher classification where there has been an increase in, or
21 change in, the duties being performed by incumbents in such positions, where such increases or changes are not
22 temporary in nature.

23 19.3.3 Procedure. The Grievance Procedure of this Agreement shall be utilized for claims for
24 pay for work out of classification. If, at any level of the Grievance Procedure, the parties agree that the issue is
25 reclassification, the time limits in the Grievance Procedure shall be tolled to allow the parties to meet and negotiate

1 a reclassification. Should negotiations be unsuccessful, the Association has the option to continue to pursue the
2 Grievance Procedure.

3 19.3.4 Reclassification Requests. If a unit member determines to file a request for
4 reclassification, such request shall be filed with the District on a form agreed upon between CSEA and the District
5 not later than February 1 of each year. The unit member must send a copy of the form to CSEA. Thereafter, the
6 District will review this request and consult with the Association regarding the request to determine the merits of
7 conducting a formal study. If the District and the Association agree that a reclassification study would be
8 appropriate, the matter will be submitted to the reclassification study process.

9 Following February 1, Human Resources will conduct a formal classification study of the position, and
10 complete such study not later than May 31. If both CSEA and the District agree, after reviewing the study
11 findings, that reclassification is appropriate, the matter will be forwarded to the Board with a joint
12 recommendation for approval. The incumbent shall be notified in writing of the disposition of the request for
13 reclassification.

14 It is the intent of this section to provide for reclassification where there has been a substantial or
15 significant increase or change in the duties being performed by the incumbent(s) in such position(s), where such
16 increases or changes are not temporary in nature. If both CSEA and the District agree that reclassification is not
17 appropriate, the matter will be dropped. If CSEA and the District do not agree on the reclassification, the matter
18 may then be submitted to the grievance procedure, commencing at Level IV.

19 19.4 New Classification. In the event that the District hereafter creates a new job classification or
20 substantially changes the duties of an existing classification to which this Agreement applies, the District and
21 CSEA shall meet to negotiate with regard to whether or not such position is to be included within the bargaining
22 unit and the rate of pay to be assigned to such position if the parties agree that the position is to be included within
23 the bargaining unit. In the event there is a dispute as to whether or not the position is to be included within the
24 bargaining unit, either party may petition the Public Employment Relations Board for Unit Clarification. If there
25 is a dispute as to the appropriate rate of pay to be assigned the position, CSEA may invoke the Grievance
26 Procedure of this Agreement, commencing such at Level IV.

19.5 Salary Placement of Reclassified Positions. When a position or class of positions is reclassified, the position or positions shall be placed at a minimum, on the step of the new range which will result in a salary increase.

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

19.7 Downward Adjustment. Any involuntary downward adjustment of any position or class of positions shall be considered a demotion and shall take place only as a result of following the layoff or disciplinary procedures of this Agreement.

19.8 Abolition of a Position or Class of Positions. If the District proposes to abolish a position or class of positions, it shall notify CSEA in writing. Upon request of CSEA, the parties shall consult on alternatives to the proposed abolishment and the impact of the abolishment on affected unit members. To the extent such matters are within the scope of representation, the parties shall negotiate.

19.8.1 Reclassification of Campus Supervisor II. All Campus Supervisor II positions will be reclassified to Campus Supervisor I effective July 1, 2014. Overtime language in 9.5.2.1 will be effective July 1, 2014.

ARTICLE 20

LAYOFFS

20.1 Definitions.

20.1.1 “Layoff.” An involuntary separation from district service due to lack of work or a lack of funds.

20.1.2 “Class.” A group of positions (classifications) within a job occupational family, which have common characteristics and which are ranked according to a job family. For example, Clerical Services, Community Services, Maintenance and Operations and Nutrition Services, all as shown on Appendix A .

20.1.3 “Classification.” A position within a class which has a designated title, specific duties, responsibilities, and minimum qualifications and which has a designated salary range.

1 20.1.4 “Seniority.” For purposes of this Article, “length of service” means all hours in paid
2 status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed,
3 but does not include any hours compensated solely on an overtime basis. Seniority, within a class, shall be
4 calculated by time worked within classifications of higher, equal or lower ranking in which the unit member is
5 serving, or has served.

6 20.2 Procedure. Whenever a unit member is laid off, the order of layoff within the classification
7 shall be determined by length of service within the classification. The unit member who has been employed the
8 shortest time in the classification, plus higher classifications, shall be laid off first. Reemployment shall be in the
9 reverse order of layoff. Unit members who are laid off shall exercise bumping rights, based on seniority, into any
10 equal or lower classification previously held, or into any classification not previously held, within their current
11 class or a class where the unit member has previously served, provided that the classification into which the unit
12 member is bumping is equal or lower than that classification in which the unit member is serving, and provided
13 further that the unit member’s current or previously held classification required all of the job qualifications
14 required for the classification the unit member is bumping into. It is the purpose of this provision to permit
15 bumping into classifications previously held by the unit member, and into classifications so closely related to
16 classifications previously held that the unit member was considered to have all the qualifications required for that
17 position. For example, a Secretary II could exercise bumping rights to a Junior Clerk position, but not to an
18 Paraeducator position, if the Secretary II had never served in either position. Merely because a position is within
19 the same class does not mean any unit member in a higher classification in that class could bump into it based on
20 seniority.

21 20.3 Notification to CSEA. Layoff procedures will be conducted in accordance with applicable law.

22 20.4 Grievances. In the event of a dispute over computation of seniority/seniority rights, the affected
23 unit member(s) may file a grievance pursuant to the Grievance Procedure of this Agreement.

24 20.5 Seniority Roster. The District shall provide CSEA with a relevant seniority roster prior to
25 implementation of layoff.

1 20.6 Ties in Seniority. In the event of identical seniority pursuant to the appropriate subsections
2 above, seniority shall be determined by lot. The Association shall have the right to designate a member of its
3 executive board to witness the drawing by lot.

4 20.7 Reemployment Rights.

5 20.7.1 A unit member who has been laid off is eligible for reemployment in the class from which
6 he/she was laid off for up to thirty-nine (39) months and shall be reemployed in preference to new applicants.
7 Reemployment shall be in the reverse order of layoff without regard to number of hours assigned at the time of
8 layoff. (See Education Code section 45308.) A unit member on layoff has the right to apply for any promotional
9 positions within the thirty-nine (39) month period. A unit member who takes a voluntary demotion in lieu of
10 layoff shall be granted the same rights as persons laid off and shall retain eligibility for reemployment for an
11 additional twenty-four (24) months, provided that the same tests of fitness for the class still apply. (See Education
12 Code section 45298.) Unit members who have been laid off shall be given priority over current substitutes who
13 are not affected by layoff, regardless of classifications. Such employee must meet the minimum qualifications in
14 order to substitute.

15 20.7.2. Maintenance of Seniority. Seniority status at the time of layoff shall be maintained
16 during the thirty-nine (39) month reemployment period; however, there shall be no accrual of vacation, sick leave,
17 holidays, other benefits, or increment advancement.

18 20.7.3 Retirement in Lieu of Layoff. Any unit member, eligible for retirement, may elect to
19 accept service retirement from PERS in lieu of layoff without loss of reemployment rights as provided in this
20 Agreement (See Education Code section 45115) provided written notification is given to the District of such
21 election.

22 ARTICLE 21

23 DISCIPLINE

24 21.1 Discipline shall be imposed on permanent unit members in accordance with the terms of this
25 article for just cause, or consistent with and subject to the provisions of the Education Code, if any. For purposes

1 of the procedures set forth herein, discipline is deemed to be suspension of more than five (5) days, demotion, or
2 termination. "Just Cause" for discipline shall include, but is not limited to the following:

3 a. Falsifying any information supplied to the school district, including, but not limited to,
4 information supplied on application forms, employment records, or any other school district records.

5 b. Incompetency.

6 c. Inefficiency.

7 d. Neglect of duty.

8 e. Insubordination.

9 f. Dishonesty.

10 g. Drinking alcoholic beverages and/or the use of drugs, controlled substances, or narcotics
11 while on duty or in such close time proximity thereto as to cause any detrimental effect upon the unit member or
12 upon unit members associated with him/her.

13 h. Use and/or addiction to controlled substances.

14 i. Conviction of a felony, conviction of any sex offense made relevant by provisions of
15 law, or conviction of a misdemeanor which is of such a nature as to adversely affect the unit member's ability to
16 perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following
17 a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

18 j. Absence without leave.

19 k. Abandonment of position.

20 l. Immoral conduct.

21 m. Discourteous treatment of the public, students, or other employees.

22 n. Improper political activity.

23 o. Willful disobedience.

24 p. Misuse of district property.

25 q. Violation of district, Board or departmental rule, policy or procedure.

1 r. Failure to possess or keep in effect any license, certificate, or other similar requirement
2 specified in the unit member's classification specification or otherwise necessary for the unit member to perform
3 the duties of the position.

4 s. Refusal to take and subscribe any oath or affirmation which is required by law in
5 connection with his/her employment.

6 t. No person who is a member of an organization which advocates support of a foreign
7 government in case of hostilities shall hold office or employment under the State of California or its subordinate
8 governments.

9 u. Physical or mental disability, which disability precludes the unit member from the proper
10 performance of his/her essential functions as determined by competent medical authority, except as otherwise
11 provided by a contract or by law regulating retirement of unit members.

12 v. Unlawful retaliation against any other district officer or unit member or member of the
13 public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate
14 authority any information relative to actual or suspected violation of any law of this State or the United States
15 occurring on the job or directly related thereto.

16 21.1.1 The Closed Circuit Television ("CCTV") System, which is used primarily to support
17 security measures, shall not be used for observing, monitoring or evaluating a unit member's performance or
18 discipline. However, if a unit member is reasonably suspected to be involved in criminal activity or violation of
19 District rules and regulations and the unit member's actions are captured on the CCTV videotapes during routine
20 surveillance, the CCTV-videotapes can be part of the investigative process.

21 21.2 In taking disciplinary action against a permanent unit member pursuant to this Article, a written
22 notice of proposed discipline shall be served on the unit member personally, or by certified mail, at least five (5)
23 calendar days prior to the effective date of the proposed action. The notice of proposed discipline shall contain:

24 21.2.1 A description of the proposed action and its effective date;

25 21.2.2 A statement of the reasons for such proposed action, including the acts or omissions on
26 which the proposed action is based;

21.2.3 Copies of materials, if any, in the possession of District upon which the proposed action is based;

21.2.4 A statement of the unit member's right to a hearing regarding the charges, as provided for below;

21.2.5 A statement of the unit member's right to be represented during this procedure;

21.2.6 A statement of the unit member's right to appeal to the Board should the proposed action be recommended to the Board;

21.2.7 A District form, the signing and filing of which shall constitute a demand for a hearing where the District determines to recommend that such discipline be imposed.

21.3 Should discipline be recommended to the Board, CSEA shall have the right to refer such action to an impartial hearing officer selected in accordance with the following procedure.

If the District and CSEA cannot agree upon a hearing officer, then a hearing officer shall be selected by requesting a list of officers from the State Mediation and Conciliation Service or the American Arbitration Association. The cost, if any of such list will be borne equally between the district and CSEA. From this list of hearing officers, the parties shall strike alternately until only one (1) name remains, who shall be the hearing officer. The first strike shall be determined by the flip of a coin. Thereafter, the hearing shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association. All costs for the services of the hearing officer shall be borne equally by the District and CSEA. All other costs shall be borne by the party incurring them.

21.3.1 The issues to be submitted to the hearing officer are as follows: Is the proposed discipline for just cause, or was (unit member's name) disciplined for just cause (whichever is appropriate). If not, to what remedy, if any, is (unit member's name) entitled?

21.3.2 The decision of the hearing officer shall be advisory to all parties and shall be subject to review by the Board. The hearing officer's decision shall be provided within thirty (30) days of the close of the hearing or he/she will be penalized by a fee reduction of \$25.00 per day.

21.4 Summary discipline, which shall be defined for the purposes of this Article as a suspension of five (5) days or less or any action resulting in a deprivation of an incident of classification, may be appealed to

1 the Superintendent or designee, and thereafter by said unit member to the Board. A unit member shall be entitled
2 to a Skelly hearing before, during or within fourteen (14) calendar days of any suspension without pay of five (5)
3 days or less. The Superintendent or designee shall serve as the hearing officer for any hearing conducted pursuant
4 to this provision. A unit member must file an appeal with the Board by delivering a written appeal to the
5 Superintendent's office within seven (7) calendar days of the hearing officer's decision if he or she wishes to
6 appeal the hearing officer's decision.

7 21.4.1 Prior to a written reprimand, other than an annual scheduled performance evaluation
8 being placed in a unit member's personnel file, the affected unit member shall have the right to a conference with
9 the supervisor issuing the reprimand. The unit member may, at his/her request, be represented by a CSEA Steward
10 at this conference.

11 21.4.2 The unit member shall have five (5) days from receipt of the reprimand to file a written
12 rebuttal which shall be attached to the reprimand if it is placed in the unit member's personnel file. This five (5)
13 day time limit may be waived by mutual agreement of the parties.

14 21.5 The parties agree that in circumstances where the conduct of a unit member is reasonably
15 believed to constitute a threat to the person or property of the District, its unit members, or students, such justifies
16 an immediate suspension without notice.

17 21.6 At any investigatory interview which a unit member reasonably believes may lead to discipline,
18 the unit member shall have the right, upon request, to be represented by CSEA.

19 ARTICLE 22

20 GRIEVANCE PROCEDURE

21 22.1 Definitions. A "grievance" is a formal written allegation by a grievant that there has been a
22 violation, misinterpretation or misapplication of a provision of this Agreement.

23 A "grievant" may be any unit member or the Association.

24 A "day" is a day that a unit member is in paid status, excluding holidays, unless the unit member is on
25 unpaid leave. In such case, "day" is any day the District Office is officially open for business.

1 The “immediate supervisor” is the lowest level manager/supervisor having jurisdiction over the grievant
2 who has been designated to adjust grievances.

3 22.2 Right to Representation. The grievant has the right to have a representative present at any level
4 of the grievance procedure.

5 22.3 Informal Level. Before filing a formal written grievance, the grievant shall attempt to resolve it
6 by an informal conference with his/her immediate supervisor.

7 22.4 Formal Level.

8 22.4.1 Level I. Within ten (10) days after the grievant knew or should have known of the
9 occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in
10 writing on the appropriate form to the unit member’s immediate supervisor or his/her designee. This statement
11 shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the
12 informal conference, if applicable, the specific remedy sought and the section of this Agreement alleged to have
13 been violated. Grievance shall be date stamped by site secretary or designee.

14 The answer shall be communicated to the grievant in writing within five (5) days after receiving
15 the grievance. If the response is not timely, the grievant may appeal to the next level.
16 Within the above time limits, the supervisor shall schedule a personal conference.

17 22.4.2 Level II. If the grievant is not satisfied with the disposition of the grievance at Level I,
18 or if no written decision has been rendered within five (5) days after the grievant has filed with the immediate
19 supervisor, the grievant may, within five (5) days after receipt of a decision by the immediate supervisor or within
20 five (5) days of the expiration of the response period mentioned above, file a Level II grievance with the Chief
21 Human Resources Officer or designee. Within the above time limits the Chief Human Resources Officer or
22 designee shall schedule a conference.

23 22.4.3 Level III. If the grievant is not satisfied with the disposition of the grievance at Level II,
24 or if no written decision has been rendered within five (5) days after the grievant has filed with the Chief Human
25 Resources Officer or designee, the grievant may, within five (5) days after receipt of a decision by the Chief

1 Human Resources Officer or designee or within five (5) days of the expiration of the response period mentioned
2 above, file a Level III grievance with the Superintendent.

3 22.4.4 Level IV. If the grievant is not satisfied with the disposition of the grievance at Level III
4 or if no written decision has been rendered within five (5) days after the grievant has filed with the Superintendent
5 or designee, CSEA may, within five (5) days after receipt of a decision by the Superintendent or designee or
6 within five (5) days of the expiration of the response period mentioned above, request in writing to the
7 Superintendent or designee that the District submit the grievance to arbitration.

8 In the alternative, if the parties mutually agree in writing, the dispute may be submitted to
9 mediation by the State Mediation/Conciliation Service. If the parties so agree, the timelines for submission to
10 arbitration shall be tolled until the mediation process is complete. The parties will develop a list of mediators that
11 can be used in the process. If the parties are unable to agree on a mediator, the matter will go forward to arbitration
12 if either party so desires.

13 Upon a request to submit a grievance to arbitration, the parties shall select a mutually acceptable
14 arbitrator. Should they be unable to agree on an arbitrator within five (5) days of the District's receipt of the
15 request to arbitrate, the parties shall request the State Mediation/Conciliation Service to provide a list of seven (7)
16 arbitrators from which the parties shall strike names alternatively until only one (1) name remains, which person
17 shall be the arbitrator. The arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the American
18 Arbitration Association.

19 The arbitrator shall render a binding decision which will be in writing and will set forth findings
20 of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to
21 make any decision which requires the commission of an act prohibited by law or which is violative of the terms
22 of this Agreement, and shall not amend, modify, nullify, nor ignore the provisions of this Agreement. The
23 decisions of the arbitrator shall be submitted to the Superintendent and CSEA.

24 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel
25 and subsistence expenses and the cost of any hearing shall be borne equally by the District and CSEA. All other
26 costs shall be borne by the party incurring them.

22.5 No Reprisal. No reprisals shall be taken against any party participating in the grievance procedure herein by CSEA or the District.

22.6 Notice of Resolution. Prior to the resolution of any grievance at Level III, above, CSEA shall receive a copy of the grievance and the proposed resolution and shall be given the opportunity to file a response.

22.7 Release Time. Release time shall be provided the grievant and one (1) CSEA representative at a time when mutually agreed to by the grievant and the management employee involved at any level.

22.8 Forms. Grievance forms shall be prepared by the District within a reasonable time and will be made available to unit members at the immediate supervisor's office. Communication of grievance filings and responses shall be communicated to the Chief Union Steward and Executive Board only.

22.9 Early Resolution. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to a grievant, the time limits set forth herein may be reduced by mutual agreement of the parties in interest so that the procedure may be exhausted prior to the end of the school year, or as soon as is practicable.

22.10 Time Limits. The time limits herein may be extended by mutual agreement.

22.11 Witnesses. The District shall release, without loss of pay, witnesses who are unit members of the District and whose testimony is reasonably required at a grievance hearing, for the amount of time reasonably required for the witness to appear and testify at such hearing.

ARTICLE 23

NEGOTIATIONS

23.1 Notification and Public Notice. If either party desires to alter or amend this Agreement, it shall, within one hundred twenty (120) days, but no later than thirty (30) days, prior to the end of the applicable school years set forth in the Duration Article, provide written notice and a proposal to the other party.

23.2 Commencement of Negotiations. Within a reasonable period of time, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

23.3 Impasse. If the parties are not able to agree upon terms of a new agreement within a reasonable period of time, either party may institute impasse procedures in accordance with the rules of the Public Employment Relations Board.

23.4 Release Time for Negotiations. CSEA shall have the right to designate five (5) unit members, who shall be given reasonable release time, as required by law, as needed to prepare for and participate in negotiations. Requests for release time must be submitted in writing in advance.

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

ARTICLE 24

CONCERTED ACTIVITIES

24.1 Concerted Action Pledge. It is expressly agreed by both parties that there will be no strike, work stoppage, slowdown, job action, picketing in conjunction therewith, or refusal or failure to perform fully all job functions and responsibilities, nor will there be any concerted action or other such interference with the operations of the District, by CSEA or by its officers, agents or members during the term of this Agreement, including compliance with the request of other union organizations to engage in such activity.

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

24.3 No Lockout. During the term hereof, the District will not lockout unit members covered by this Agreement.

1 ARTICLE 25

2 NO DISCRIMINATION

3 25.1 Neither party shall unlawfully discriminate against any unit member with respect to wages, hours,
4 or other terms and conditions of employment on the basis of race, national origin, religion, sex, sexual orientation,
5 disability, marital status, union activities, or on any other unlawful ground.

6 ARTICLE 26

7 SEVERABILITY

8 26.1 Savings Clause. If during the life of this Agreement there exists any applicable rule, regulation,
9 or order issued by governmental authority other than the District which shall render invalid or restrain compliance
10 with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be
11 of no effect hereunder so long as such law, rules, regulation, or order shall remain in effect. Such invalidation of
12 a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force
13 and effect.

14 26.2 Replacement for Severed Provision. In the event of suspension or invalidation of any Article or
15 Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination
16 for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

17 ARTICLE 27

18 EFFECT OF AGREEMENT

19 27.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail
20 over District practices and procedures and over state laws to the extent permitted by state law and that, unless
21 contrary to the intent of this Agreement, such practices and procedures are discretionary with the District.

22 ARTICLE 28

23 COMPLETION OF MEET AND NEGOTIATE

24 28.1 Except as provided in Article 30, during the term of this Agreement, the Association expressly
25 waives the right to meet and negotiate with the District with respect to any subject or matter whether or not

1 referred to or covered in this Agreement, even though such subject or matter may not have been within the
2 knowledge or contemplation of the parties at the time they met and negotiated on, and executed this Agreement.

3 28.2 IBB. The parties will continue to utilize the interest based bargaining method for negotiations.

4 ARTICLE 29

5 STATUTORY OBLIGATIONS

6 29.1 EERA Controls. The parties acknowledge that obligations imposed upon the District, unit
7 members and the Association under the Education Code, relating to wages, hours or other terms and conditions
8 of employment as set forth in the Educational Employment Relations Act should be complied with by the
9 respective parties subject to any modification lawfully established by this Agreement.

10 29.2 Nonapplicability of Grievance Procedure. The provisions of this Article shall not be subject to
11 the grievance procedure, and "grievances," as defined in this Agreement, may not be addressed by the procedures
12 set forth in this Article.

13 29.3 Complaint Procedure. A written complaint alleging a violation of this Article may be filed with
14 the Superintendent. Such complaint must be submitted within twenty (20) days after the act or omission giving
15 rise to the complaint. The Superintendent or designee shall respond within twenty (20) days after receipt of the
16 written complaint. If the complainant is not satisfied with the written response, the Association may file with the
17 Superintendent's office, a written request for advisory arbitration of the dispute within ten (10) days after receipt
18 of the written response.

19 29.4 Advisory Arbitration. Within ten (10) days after the request for arbitration is filed with the
20 Superintendent, the District and the Association shall attempt to voluntarily agree upon the selection of an
21 arbitrator. If no agreement can be reached, the parties shall within said ten (10) day period request a list of
22 arbitrators from the California State Mediation /Conciliation Service.

23 29.5 Arbitrator's Powers. The arbitrator shall have no power to alter, amend, change, modify, add to
24 or subtract from any of the terms of the Agreement. The decision of the arbitrator shall be based solely upon the
25 evidence and arguments presented to him by the respective parties in the presence of each other or in writing with
26 copies to each other.

29.6 Cost of Hearing. The costs of the arbitration hearing, including the arbitrator's fees, shall be borne equally by the District and the Association.

29.7 Time Requirements. The term “day,” as used in this Article, shall mean a day in which the District Office is open. The failure to file a complaint or request arbitration within the timelines set forth above shall be deemed a waiver of the complaint.

ARTICLE 30

DURATION

30.1 Length of Agreement. This Agreement shall remain in full force and effect from July 1, 2016 until June 30, 2019, and from year to year thereafter unless alterations or amendments are requested in writing in accordance with the Negotiations Article. Finally, during 2017-18, salary (Article 10.1) and health and welfare benefits (Article 11) shall be closed, however, both parties may reopen three (3) Articles. In 2017-18 health plan design may still be negotiated which shall not impact the cap of health benefits. Additionally, the District will notify REEP of its intent to go out to bid for health and welfare benefits. The parties will begin to negotiate the bid process by no later than October 1, 2017. In 2018-19, the Agreement may be opened to negotiate salary (Article 10.1) and health and welfare benefits (Article 11) and two (2) Articles.

30.2 In order to reopen on any of the above referenced matters, the parties shall follow Article 3.1

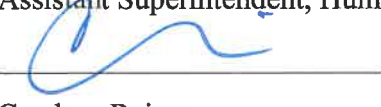
PERRIS UNION HIGH SCHOOL
DISTRICT

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER #469

By:


Kirk Skorpanich

Assistant Superintendent, Human Resources



Candace Reines,

Deputy Superintendent, Business Services

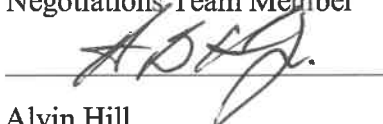
By:


Cinda Sarian

Chapter President


Claudia Davis

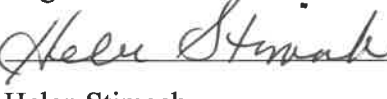
Negotiations Team Member


Alvin Hill,


Negotiations Team Member

Tara Hefner,

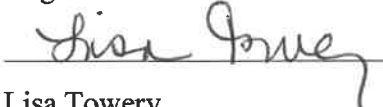
Negotiations Team Member


Helen Stimach,

Negotiations Team Member


Linda Donahoe,

Negotiations Team Member


Lisa Towery,

Labor Relations Representative

"Scribe's Waiver

In the case of any inadvertent omission or commission by the scribe of this contract, the original signed agreement shall prevail."

1

APPENDIX A

2

CLASSIFICATION, SALARY RANGE AND WORK YEAR ASSIGNMENTS

PERRIS UNION HIGH SCHOOL DISTRICT
CLASSIFIED JOB CLASSIFICATIONS, SALARY RANGE AND WORK YEAR ASSIGNMENT

CLASSIFICATIONS

CLERICAL SERVICES

<u>Title</u>	<u>Range</u>	<u>Work Year</u>	<u>Work Days</u>
Account Clerk I	20	A, B	246, 224
Account Clerk II.....	18	B	224
Accounting Technician	29	A	246
Accountant	35	A	246
Attendance Tech/Health Aide.....	18	A, F, G	246, 196, 194
Atten Tech/Reg/Health Aide/Bil	19	C, G	215, 194
Attendance Specialist	19	A	246
Attendance Technician	17	A, F, G	246, 196, 194
Clerk, Intermediate	14	A, E, G, H	246, 202, 194, 186
Clerk, Junior	12	A, G, H	246, 194, 186
Clerk, Senior	16	A, B, E, F, G, H	246, 224, 202, 196, 194, 186
Clerk, Senior/Student Disc. Tech....	18	G	194
Guidance Technician/Registrar	20	A	246
Guidance Technician	20	D	207
Guidance/Student Info Technician.	23	A	246
Independent Study Technician	20	A	246
Library Media Technician	18	G	194
Library Clerk II.....	14	G	194
Payroll Technician	30	A	246
Personnel Technician	31	A	246
Professional Development Tech....	25	A	246
Purchasing Clerk	19	A	246
Receptionist / Registrar	18	C	215
Receptionist/Telephone Operator.	16	A/C	246/215
Registrar	21	B	224
Risk Management Technician.....	30	A	246
School Secretary	25	A	246
Secretary II - Instruc. Data Support	23	A	246
Secretary II	23	A/C	246/215
Secretary III	21	D	207
Secretary IV	19	A	246
Translator	26	A	246

COMMUNITY SERVICES

<u>Title</u>	<u>Range</u>	<u>Work Year</u>	<u>Work Days</u>
Campus Supervisor I	17	I	183
Health Technician	18	I	183
Job Development Specialist	21	H	186
Lead Campus Supervisor	20	I	183
Licensed Vocational Nurse	32	I	183

CLASSIFICATIONS

INSTRUCTIONAL SERVICES

<u>Title</u>	<u>Range</u>	<u>Work Year</u>	<u>Work Days</u>
Community Aide - Bilingual	17	A, I	246, 183
Community Liaison - Bilingual	17	A	246
Community Engagement Specialist	32	A	246
Paraeducator - RSP/SDC	12	I	183
Paraeducator - SH	13	I	183
Paraeducator - Special Cir.....	13	I	183

MAINTENANCE & OPERATIONS

<u>Title</u>	<u>Range</u>	<u>Work Year</u>	<u>Work Days</u>
Custodian	16	A	246
Delivery Driver	19	A	246
Groundskeeper	18	A	246
HVAC Technician	30	A	246
Lead Custodian	19	A	246
Locksmith	30	A	246
Pool Maintenance Wrkr/Custodian	17	A	246
Senior Groundskeeper	25	A	246
Sr. Skilled Maintenance Worker	27	A	246

NUTRITION SERVICES

<u>Title</u>	<u>Range</u>	<u>Work Year</u>	<u>Work Days</u>
Lead Nutrition Services Assistant ...	19	H	186
Nutrition Services Assistant	10	I	183

TECHNOLOGY SERVICES

<u>Title</u>	<u>Range</u>	<u>Work Year</u>	<u>Work Days</u>
Info Technology Technician I	35	A	246
Info Technology Technician II	28	A	246
Info Technology Technician III	24	A	246
Network Engineer	42	A	246
Programmer Analyst	45	A	246
Systems Analyst	42	A	246

LONGEVITY

10 Years	2.5%
15 Years	5.0%
20 Years	7.5%
25 Years	10.0%
30 Years	12.5%

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APPENDIX B

PART I

SALARY SCHEDULE CLASSIFIED BARGAINING UNIT

Updated salary schedules consistent with Article 10.1 shall be inserted into the successor contract and include the applicable hourly rates. Additionally, rows 1-9 shall be removed from the salary schedule.

PERRIS UNION HIGH SCHOOL DISTRICT
CSEA Monthly Salary Schedule #20 - 8 Hour Employee
Effective 07/01/2017 - W/2% Increase

	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6	
Row	Mthly	Hrly	Mthly	Hrly	Mthly	Hrly	Mthly	Hrly	Mthly	Hrly	Mthly	Hrly
10.1	\$2,615	\$15.09	\$2,747	\$15.85	\$2,886	\$16.65	\$3,031	\$17.49	\$3,184	\$18.37	\$3,343	\$19.29
11.1	\$2,683	\$15.48	\$2,816	\$16.25	\$2,957	\$17.06	\$3,110	\$17.94	\$3,265	\$18.84	\$3,427	\$19.77
12.1	\$2,747	\$15.85	\$2,886	\$16.65	\$3,031	\$17.49	\$3,184	\$18.37	\$3,343	\$19.29	\$3,517	\$20.29
13.1	\$2,816	\$16.25	\$2,957	\$17.06	\$3,110	\$17.94	\$3,265	\$18.84	\$3,427	\$19.77	\$3,607	\$20.81
14.1	\$2,886	\$16.65	\$3,031	\$17.49	\$3,184	\$18.37	\$3,343	\$19.29	\$3,517	\$20.29	\$3,695	\$21.32
15.1	\$2,957	\$17.06	\$3,110	\$17.94	\$3,265	\$18.84	\$3,427	\$19.77	\$3,607	\$20.81	\$3,788	\$21.85
16.1	\$3,031	\$17.49	\$3,184	\$18.37	\$3,343	\$19.29	\$3,517	\$20.29	\$3,695	\$21.32	\$3,887	\$22.43
17.1	\$3,110	\$17.94	\$3,265	\$18.84	\$3,427	\$19.77	\$3,607	\$20.81	\$3,788	\$21.85	\$3,984	\$22.99
18.1	\$3,184	\$18.37	\$3,343	\$19.29	\$3,517	\$20.29	\$3,695	\$21.32	\$3,887	\$22.43	\$4,087	\$23.58
19.1	\$3,265	\$18.84	\$3,427	\$19.77	\$3,607	\$20.81	\$3,788	\$21.85	\$3,984	\$22.99	\$4,187	\$24.16
20.1	\$3,343	\$19.29	\$3,517	\$20.29	\$3,695	\$21.32	\$3,887	\$22.43	\$4,087	\$23.58	\$4,292	\$24.76
21.1	\$3,427	\$19.77	\$3,607	\$20.81	\$3,788	\$21.85	\$3,984	\$22.99	\$4,187	\$24.16	\$4,398	\$25.37
22.1	\$3,517	\$20.29	\$3,695	\$21.32	\$3,887	\$22.43	\$4,087	\$23.58	\$4,292	\$24.76	\$4,509	\$26.01
23.1	\$3,607	\$20.81	\$3,788	\$21.85	\$3,984	\$22.99	\$4,187	\$24.16	\$4,398	\$25.37	\$4,618	\$26.64
24.1	\$3,695	\$21.32	\$3,887	\$22.43	\$4,087	\$23.58	\$4,292	\$24.76	\$4,509	\$26.01	\$4,737	\$27.33
25.1	\$3,788	\$21.85	\$3,984	\$22.99	\$4,187	\$24.16	\$4,398	\$25.37	\$4,618	\$26.64	\$4,854	\$28.00
26.1	\$3,887	\$22.43	\$4,087	\$23.58	\$4,292	\$24.76	\$4,509	\$26.01	\$4,737	\$27.33	\$4,977	\$28.71
27.1	\$3,984	\$22.99	\$4,187	\$24.16	\$4,398	\$25.37	\$4,618	\$26.64	\$4,854	\$28.00	\$5,101	\$29.43
28.1	\$4,087	\$23.58	\$4,292	\$24.76	\$4,509	\$26.01	\$4,737	\$27.33	\$4,977	\$28.71	\$5,225	\$30.14
29.1	\$4,187	\$24.16	\$4,398	\$25.37	\$4,618	\$26.64	\$4,854	\$28.00	\$5,101	\$29.43	\$5,356	\$30.90
30.1	\$4,292	\$24.76	\$4,509	\$26.01	\$4,737	\$27.33	\$4,977	\$28.71	\$5,225	\$30.14	\$5,486	\$31.65
31.1	\$4,398	\$25.37	\$4,618	\$26.64	\$4,854	\$28.00	\$5,101	\$29.43	\$5,356	\$30.90	\$5,625	\$32.45
32.1	\$4,509	\$26.01	\$4,737	\$27.33	\$4,977	\$28.71	\$5,225	\$30.14	\$5,486	\$31.65	\$5,762	\$33.24
33.1	\$4,618	\$26.64	\$4,854	\$28.00	\$5,101	\$29.43	\$5,356	\$30.90	\$5,625	\$32.45	\$5,905	\$34.07
34.1	\$4,737	\$27.33	\$4,977	\$28.71	\$5,225	\$30.14	\$5,486	\$31.65	\$5,762	\$33.24	\$6,050	\$34.90
35.1	\$4,854	\$28.00	\$5,101	\$29.43	\$5,356	\$30.90	\$5,625	\$32.45	\$5,905	\$34.07	\$6,200	\$35.77
36.1	\$4,977	\$28.71	\$5,225	\$30.14	\$5,486	\$31.65	\$5,762	\$33.24	\$6,050	\$34.90	\$6,355	\$36.66
37.1	\$5,101	\$29.43	\$5,356	\$30.90	\$5,625	\$32.45	\$5,905	\$34.07	\$6,200	\$35.77	\$6,515	\$37.59
38.1	\$5,225	\$30.14	\$5,486	\$31.65	\$5,762	\$33.24	\$6,050	\$34.90	\$6,355	\$36.66	\$6,677	\$38.52
39.1	\$5,356	\$30.90	\$5,625	\$32.45	\$5,905	\$34.07	\$6,200	\$35.77	\$6,515	\$37.59	\$6,842	\$39.47
40.1	\$5,486	\$31.65	\$5,762	\$33.24	\$6,050	\$34.90	\$6,355	\$36.66	\$6,677	\$38.52	\$7,013	\$40.46
41.1	\$5,625	\$32.45	\$5,905	\$34.07	\$6,200	\$35.77	\$6,515	\$37.59	\$6,842	\$39.47	\$7,188	\$41.47
42.1	\$5,762	\$33.24	\$6,050	\$34.90	\$6,355	\$36.66	\$6,677	\$38.52	\$7,013	\$40.46	\$7,370	\$42.52
43.1	\$5,905	\$34.07	\$6,200	\$35.77	\$6,515	\$37.59	\$6,842	\$39.47	\$7,188	\$41.47	\$7,551	\$43.56
44.1	\$6,050	\$34.90	\$6,355	\$36.66	\$6,677	\$38.52	\$7,013	\$40.46	\$7,370	\$42.52	\$7,738	\$44.64
45.1	\$6,200	\$35.77	\$6,515	\$37.59	\$6,842	\$39.47	\$7,188	\$41.47	\$7,551	\$43.56	\$7,934	\$45.77

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APPENDIX C

CLASSIFIED PERFORMANCE EVALUATION AND RUBRIC

The new evaluation document and rubric will be used effective July 1, 2016 unless the evaluation has already been given prior to final approval of this Tentative Agreement.



CLASSIFIED PERFORMANCE EVALUATION

Employee Name: _____

☐ Permanent

Title: _____

☐ Probationary: ☐ 2 Month

Work Site: _____

☐ 4 Month

Appraisal Period: _____ to _____

☐ 6 Month

Please read instructions and criteria for evaluation before completing this form. Check the appropriate box indicating the level of performance for each of the following that apply to the work of this employee.	Outstanding Regularly exceeds performance standards	Satisfactory Regularly meets performance standards	Needs to Improve Often does not meet performance standards	Unsatisfactory Regularly does not meet performance standards
INITIATIVE — Extent to which employee applies himself/herself to his/her responsibilities and seeks to improve the level of work by initiating action on his/her own to accomplish the task.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
QUALITY — Extent to which employee's work is free from errors and omissions. Employee is capable of effective communication. Employee is capable of expressing thoughts in a logical manner and sequence, using appropriate mechanisms (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMPLETENESS AND PRODUCTIVITY — Extent to which employee's quantity and completion of work is carried through with all details addressed in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JOB RELATED KNOWLEDGE AND SKILLS — Extent to which employee possesses, learns and applies the necessary knowledge and skills to perform the job.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY — Extent to which employee is knowledgeable of and practices proper rules of safety to protect self and others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABILITY TO WORK WITH OTHERS — Extent to which employee willingly cooperates with District employees and the public. Employee adapts with a minimum of difficulty to changing circumstances.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ACCOUNTABILITY — Extent to which employee accepts responsibility for his/her actions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ATTENDANCE/PUNCTUALITY — Extent to which employee is absent from the job without approval. Employee is prompt during scheduled work periods.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUPERVISORY ABILITY (if applicable) — Extent to which employee is competent in decision-making, communicating, motivating and directing subordinates.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS: _____

COMMENT REGARDING IMPROVEMENT ("Needs to Improve" and "Unsatisfactory" ratings must be supported by a statement of the facts. Suggestions to aid employee in improving performance must be made.): _____

OVERALL RATING (CHECK ONE)	Outstanding	Satisfactory	Needs to Improve	Unsatisfactory
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Input Provided By (if applicable) INITIALS

Date

Signature of Evaluator

Title of Evaluator

Date

Signature of Co-Evaluator (if applicable)

Title of Co-Evaluator

Date

Signature of Reviewer (if applicable)

Title of Reviewer

Date

Signature of Employee

Date

This evaluation has been discussed with me. Signing the form does not necessarily mean that I agree with all the ratings. Within ten (10) working days, employee may respond in writing to the evaluation before it is placed in the personnel file. Only the evaluation procedures and not the contents of an evaluation shall be subject to the grievance procedure. An employee who is not satisfied with the contents of a performance evaluation shall, upon his/her written request, be granted a review conference with the Assistant Superintendent, Human Resources. The Assistant Superintendent's decision regarding the disposition of the contents of the evaluation shall be final.

DISTRIBUTION: Classified Human Resources Supervisor Employee

CLASSIFIED PERFORMANCE EVALUATION RUBRIC

INITIATIVE – Extent to which employee applies himself/herself to his/her responsibilities and seeks to improve the level of work by initiating action on his/her own to accomplish the task.

- Unsatisfactory – Avoids responsibility.
- Needs to Improve – Reluctant to accept assigned duties.
- Satisfactory – Accepts delegated duties willingly.
- Outstanding – Initiates additional duties and responsibilities.

QUALITY – Extent to which employee's work is free from errors and omissions. Employee is capable of effective communication. Employee is capable of expressing thoughts in a logical manner and sequence, using appropriate mechanisms (if applicable).

- Unsatisfactory – Consistently produces work with major errors and omissions.
- Needs to Improve – Work frequently contains errors or shows poor workmanship.
- Satisfactory – Work is adequate with occasional errors.
- Outstanding – Frequently produces work error free work.

COMPLETENESS AND PRODUCTIVITY – Extent to which employee's quantity and completion of work is carried through with all details addressed in a timely manner.

- Unsatisfactory – Work is seldom carried through to completion. Tends to obstruct work output.
- Needs to Improve – Final details sometimes need attention. Not very productive in job assignment.
- Satisfactory – Work is normally completed with attention to details. Produces work consistently.
- Outstanding – Very thorough with attention to details. Frequently performs more than the normal workload for this assignment.

JOB RELATED KNOWLEDGE AND SKILLS – Extent to which employee possesses, learns and applies the necessary knowledge and skills to perform the job.

- Unsatisfactory – Restricted in his/her work because of lack of information or knowledge. Does not possess or apply adequate skills to perform at an acceptable level.
- Needs to Improve – Requires greater knowledge and information to perform the job. Irregularly applies some of the necessary skills.
- Satisfactory – Possesses and applies adequate knowledge and skill to perform the job.
- Outstanding – Possesses and applies high level of knowledge and skill to perform the job.

SAFETY – Extent to which employee is knowledgeable of and practices proper rules of safety to protect self and others.

Unsatisfactory – Regularly ignores safety rules.

Needs to Improve – Exhibits reluctance in accepting safety procedures and practices.

Satisfactory – Accepts and practices safety in the workplace.

Outstanding – Exhibits a high degree of conscientiousness for safety in the workplace.

ABILITY TO WORK WITH OTHERS – Extent to which employee willingly cooperates with District employees and the public. Employee adapts with a minimum of difficulty to changing circumstances.

Unsatisfactory – Regularly creates problems with people.

Needs to Improve – Has difficulty in dealing with people.

Satisfactory – Gets along well with others.

Outstanding – Does a commendable job of working with others.

ACCOUNTABILITY – Extent to which employee accepts responsibility for his/her actions.

Unsatisfactory – Responsibility is consistently avoided.

Needs to Improve – Sometimes avoids responsibility.

Satisfactory – Accepts responsibility for his/her actions.

Outstanding – Readily accepts responsibility for his/her actions.

ATTENDANCE/PUNCTUALITY – Extent to which employee is absent from the job without approval. Employee is prompt during scheduled work periods.

Unsatisfactory – Attendance and/or punctuality is undependable.

Needs to Improve – Has difficulty in reporting to work and returning from breaks on time.

Satisfactory – Usually punctual in reporting for work and returning from breaks on time.

Outstanding – Makes a point of always trying to be on time for work and returning from breaks on time.

SUPERVISORY ABILITY – Extent to which employee is competent in decision-making, communicating, motivating and directing subordinates.

Unsatisfactory – Staff is disorganized and works without direction.

Needs to Improve – Doesn't use available resources. Staff frequently questions his/her actions.

Satisfactory – Sets and enforces job standards. Keeps staff informed of policies, procedures, rules, and regulations.

Outstanding – Achieves willingness and cooperation from staff to accomplish work.