

Lucerne Valley Unified School District

8560 Alianto Road, Lucerne Valley, CA. 92356 ☐ (760) 248-6108 ☐ Fax: (760) 248-6677

AGREEMENT
(July 1, 2017 - June 30, 2020)

BOARD OF EDUCATION
LUCERNE VALLEY UNIFIED SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION
(CHAPTER 743)

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I - RECOGNITION	2
ARTICLE II - ASSOCIATION RIGHTS	3
ARTICLE III - DISTRICT RIGHTS	4
ARTICLE IV - ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES	5
ARTICLE V - EMPLOYEE RIGHTS	5
ARTICLE VI - EMPLOYEE EVALUATIONS	6
ARTICLE VII - HOURS AND OVERTIME	7
ARTICLE VIII - PAY AND ALLOWANCES	10
ARTICLE IX - EMPLOYEE EXPENSES AND MATERIALS	13
ARTICLE X - HEALTH AND WELFARE	13
ARTICLE XI - HOLIDAYS	14
ARTICLE XII - VACATION	15
ARTICLE XIII - LEAVES	16
ARTICLE XIV - GRIEVANCE PROCEDURE	21
ARTICLE XV - SAFETY	23
ARTICLE XVI - LAYOFF AND REEMPLOYMENT PROCEDURES	24
ARTICLE XVII - SEVERABILITY	26
ARTICLE XVIII - NEGOTIATIONS	26
ARTICLE XIX - DURATION	27
ARTICLE XX- TRANSPORTATION DEPARTMENT PROCUDURES	27
APPENDIX	
APPENDIX A: SALARY SCHEDULE	34

PREAMBLE

This Agreement is made and entered into this 1st day of July, 2017 by and between the Lucerne Valley Unified School District, hereinafter referred to as the "District," and the California School Employees' Association and its Lucerne Valley Chapter #743, hereinafter referred to as "CSEA."

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

ARTICLE I - RECOGNITION

1.1 The District hereby recognizes CSEA as the exclusive representative for all employees of the classified service holding those positions described in Section 1.2 below. The bargaining unit may be expanded to other classes by mutual agreement of the District and the CSEA. The bargaining unit excludes those positions lawfully declared to be Management, Supervisory, Confidential or Certificated.

1.2 **Bargaining Unit**- The positions included in the bargaining unit shall be as follows:

Administrative Assistant (Student Educational Services)
Alternative Education Assistant
Bi-Lingual Instructional Aide
Bus Driver
Bus Driver Utility
Campus Aide
Campus Security Aide
Cafeteria Aide
Custodian I
Custodian II
Dispatcher
Food Service Worker Lead
Food Service Worker I
Food Service Worker II
Instructional Aide
Lead Maintenance Worker
Library Technician
Maintenance Worker I G
Mechanic
Office Clerk I
Office Clerk II
Office Clerk III
Office Manager
Operation's Assistant
School Secretary
Secretary
SIS Technician
Student Records Technician
Technology Assistant
Technology Facilitator
Technology Specialist
Warehouse Delivery Driver

ARTICLE II - ASSOCIATION RIGHTS

- 2.1** The local field representative of CSEA may transact CSEA business with unit members at reasonable times during working hours with advance permission from the site administrator. CSEA may use District facilities at reasonable times, with permission of the site administrator, which do not interfere with student programs or duties of employees. The CSEA official shall give advance notice to the District regarding the specific time, place and type of activity to be conducted.
- 2.2** CSEA shall have the right to use bulletin boards designated by the District, mailboxes and the school mail system for posting or transmission of information and notices concerning lawful CSEA matters, provided such information or notices contain the date of posting or distribution and the name of the CSEA representative responsible for its issuance. CSEA shall not post or distribute information which is knowingly false or defamatory of the District or its personnel. Unauthorized District removal of a CSEA posting may be grieved by CSEA. The District shall call the CSEA President if the material is false or defamatory and request removal within 24 hours. If the information is not removed, the District shall remove it.
- 2.2.1** The Association will be given release time for Unit members designated as "Association Representatives", to investigate and process grievances and handle disciplinary matters during normal work hours. The District will provide Association Representatives 24 hours of release time to conduct Association Business. If the Association Representative needs additional time it shall be approved by the Superintendent or Designee.
- 2.3** The Board of Trustees shall consider, at its regularly scheduled meeting in May of each year, a request by Chapter 743 for a paid leave consisting of five (5) working days for two (2) delegates elected by the Chapter to attend the Annual California School Employees' Association State Conference.
- 2.4** The District shall provide CSEA with a unit member seniority roster each October and shall notify CSEA when new unit members are employed.
- 2.5** Outside of the unit member's regular work times and without disruption to District business and operations, CSEA representatives may use District phones (excluding toll calls), copy machines (if the correct paper is supplied by CSEA Chapter 743) and typewriters.
- 2.6** A copy of all Board agendas and job openings shall be sent to the CSEA President and work locations agreed to by CSEA and the District. The District shall make health and safety postings at all job sites when appropriate.
- 2.7** CSEA shall have the right upon request to one (1) copy of any public budget materials submitted to the Board of Trustees.

2.9 DUES:

2.9.1 CSEA shall have the sole and exclusive right to have membership dues and service fees deducted from employees in the bargaining unit. The District shall make appropriate remittance to the designated payee within fifteen (15) days of the deduction of such dues and fees.

2.9.2 The District shall deduct dues, in accordance with the CSEA dues and service fee schedule, from the wages of all employees who are members of CSEA on the effective date of this Agreement, and who have submitted dues authorization forms to the District.

2.9.3 The District shall deduct dues, in accordance with the CSEA dues and service fee schedule, from the wages of all employees who become members of CSEA after the effective date of this agreement, and who submit dues authorization forms to the District.

2.9.4 Within five (5) working days, the District shall notify CSEA if any member revokes a dues authorization.

2.10 **Distribution of Contract** - The District will have ten (10) copies of the contract provided to CSEA within forty-five (45) days. Additional copies will be provided upon request. The contract will also be available on the District's website.

2.11 The District agrees that if at any time during the term of this agreement it plans to create any new non-management, non-confidential classified positions; it shall notify CSEA Chapter 743 of its plans and provide the chapter with a proposed job description and proposed placement on this salary schedule. In the event of a disagreement, CSEA and the District shall meet and negotiate on those things which are negotiable as provided by law.

ARTICLE III - DISTRICT RIGHTS

3.1 It is agreed that the district retains all of its powers and authority to direct, manage and control the total operations of the district within the provisions of the law. Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization; determine the types and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and types of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, train, transfer, demote, lay off, terminate and discipline employees.

3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the

specific and express terms of this Agreement, and then only to the extent that such specific and express terms are in conformance with law.

ARTICLE IV - ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES

4.1 Assignments: Upon initial employment and upon each change in classification thereafter, each employee shall be furnished two (2) copies of the class specifications, salary data, assignment or work location, together with duty hours and the prescribed workweek. The salary data shall include the annual, monthly or pay period, daily, hourly, and overtime, whichever is applicable. One copy shall be retained by the employee and the other copy shall be signed and dated by the employee and returned to the District.

4.2 Filling of Vacancies:

4.2.1 Five (5) workdays prior to any publication, the District shall post at each bargaining unit work location a list of all bargaining unit vacancies. During non-student days/breaks, district will notify employees of job openings by electronic format. Employees in the bargaining unit applying for such positions shall be given special consideration in filling any job vacancy, which can be considered promotional. As between an outside applicant and a bargaining unit member, when all factors are substantially equal, the bargaining unit employee will be appointed to the position.

4.2.2 Notice Contents: The job vacancy notice shall include: The job title; a brief description of the position and duties; the minimum qualifications required for the position; the initially assigned job site; the number of hours per day; regular assigned work shift times; days per week, and months per year assigned to the position; the salary range; and the deadline for filing to fill the vacancy.

4.3 Job Site Transfers: No employee shall be regularly assigned to work in a work location other than the employee's regular work site for a period in excess of (10) working days without prior written notification to the employee as to the reassignment and its duration, if known.

ARTICLE V - EMPLOYEE RIGHTS

5.1 Personnel Files

5.1.1 The personnel file of each unit member shall be maintained at the District's central administrative office. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for inspection by the person involved or their representative during regular business hours after giving one (1) day notice to the Superintendent or designee. The file shall be examined in the District Office.

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

the employment of the employee.

5.1.3 Unit members shall be provided with copies of any derogatory written materials to be placed in their personnel file. The unit member may prepare a written response for attachment to the material and placement in the files.

5.1.4 All personnel files shall be kept confidential for inspection of the unit member or their representative who presents written authorization from the unit member.

ARTICLE VI - EMPLOYEE EVALUATIONS

6.1 The evaluator shall be the unit member's supervisor or designee. Evaluations shall be made on the basis of first-hand knowledge and/or verified information.

6.2 Probationary unit members will be evaluated at least twice prior to attaining permanent status. One of these evaluations shall occur at least one month prior to attaining permanency. The evaluator will attempt to evaluate probationary employees at the end of the third, fifth, and eight months of employment.

6.3 Evaluations shall be prepared, presented and discussed with the unit member. The unit member shall be provided with a copy of the evaluation and allowed ten (10) working days to submit a written statement, which shall be attached to and made part of the evaluation.

6.4 Permanent employees shall be evaluated at least once a year after attaining permanent status. An evaluation shall be performed by April 1 of each year. If an employee should receive a poor evaluation, the employee will be given an opportunity to meet the suggestions made by the evaluator before the end of the school year. If the employee does not meet the suggestions made by the evaluator, the employee may ask for a review made up of the superintendent, the employee, the evaluator, and two CSEA representatives. If the poor evaluation stands, the employee shall be denied a step increase for the next school year. An employee receiving "meets expectations" or "exceeds expectations" is considered to have a satisfactory evaluation.

6.5 The probationary period for all unit members hired after the effective date of this agreement shall be nine (9) months excluding use of any leaves used under Article 13 of this contract. The employee's probationary time shall be extended to include actual time off work during probation. Under no circumstances, no probationary period shall exceed 12 months.

6.6 **Trial Service Period:** If a bargaining unit member applies for and is accepted for a change in classification he/she shall serve a trial service period of five months in the new position. In the event a unit member is unsuccessful as judged by the bargaining unit member, or the District, in the new classification, during the trial service period, he/she shall automatically revert to his/her prior classification and salary range.

Employees in trial service period shall be evaluated at least two times prior to end of service period. In the event the District feels that a bargaining unit member is not performing up to

standard during the trial service period, the bargaining unit member shall be informed of what the alleged or perceived performance problem is, and given at least one calendar month to correct the problem, prior to reversion to his/her former classification and pay range.

It is understood by the parties to this agreement, that in the event a unit member has completed the required nine-month probationary period set out in this agreement, prior to his/her promotion, or during the promotional trial service period, he/she shall only be terminated for cause as prescribed by law.

ARTICLE VII - HOURS AND OVERTIME

7.1 Workweek: The regular workweek for full-time employees shall consist of five (5) consecutive days, eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

7.2 Workday: The length of the workday shall be designated by the District and shall consist of a fixed number of hours.

7.3 Reduction in Assigned Time: Any reduction in assigned time shall be considered a layoff.

7.4 Adjustment of Assigned Time: Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more shall have their assignments adjusted upward to reflect the longer hours, effective with the next pay period. All such extra work must be approved in advance by the Superintendent/designee.

7.5 Increase in Hours: When additional hours are assigned to part-time positions on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest seniority at that site. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of seniority at that site. If no one at that site accepts the offer, the offer is open to other sites in order of seniority.

7.6 Lunch Period:

7.6.1 Any employee covered by this Agreement shall be entitled to an unpaid, uninterrupted lunch period after the employee has been on duty for three and three-quarter (3-3/4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour, nor less than one-half (1/2) hour, and shall be scheduled for employees at or about the midpoint of each work shift, to the extent reasonably possible.

7.6.2 An employee required to work during the scheduled lunch period shall receive pay at the regular rate of pay during the normal lunch period, unless the total hours worked that day exceed eight (8) hours.

7.7 Rest Periods:

7.7.1 All bargaining unit employees employed at least six (6) hours per day shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three-quarter (3-3/4) hours worked. When employees work three and one-half (3-1/2) to six (6) hours, they will receive one (1) fifteen (15) minute rest period approximately midway through the assignment.

7.7.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay.

7.8 Rest Facilities: The District shall make available at each work site a lunchroom, plus restroom and lavatory facilities for staff use only.

7.9 Overtime: Except as otherwise provided herein, all overtime hours shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time. All overtime must be authorized in advance by the Assistant Superintendent Business Services, Superintendent, or their designee.

7.9.1 All hours worked beyond the regular workweek of five (5) consecutive days shall be compensated at the overtime rate of time and one-half, commencing on the sixth consecutive day of work.

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

7.9.3 All hours worked on holidays designated in this Agreement shall be compensated at one and one-half (1-1/2) times the regular rate of pay, in addition to regular holiday pay by Education Code Section 45203. Such work must be authorized by the Superintendent/designee.

7.10 Overtime - Equal Distribution: Overtime shall be distributed and rotated as equally as is practical among the employees who are willing to work overtime.

7.11 Minimum Call-In Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the regular rate of pay under this Agreement. Such call-in time must be authorized by the Superintendent/designee.

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

7.13 Call-Back Time: Any employee called back to work after completion of his/her regular

assignment shall be compensated for a minimum of two (2) hours of work at the appropriate rate. The callback assignment must be authorized by the Superintendent/designee.

7.14 Summer Assignment:

7.14.1 When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular August-June academic year, the work shall be offered, in rotating seniority order, to bargaining unit employees who serve in the same classification, no later than June 1st, file a written request for such work with the Superintendent/designee. A list of probable summer work, when available, shall be posted by the Superintendent/designee by May 15th if known, as of that date.

7.14.2 The work to be performed at times other than the academic year, August-June, shall be offered on the following basis to those employees who have timely filed written requests for the work. In the event the District decides to go on a year round schedule, it will negotiate the impact of any changes with respect to classified employee working conditions as required by law.

7.14.2.1 The employee who performed the assignment, at the site, during the regular year shall be offered the assignment first. If that employee rejects the offer, or is not among those indicating a desire to work, the offer may be made on the basis of program needs to the other qualified employees who file a written request by June 1st.

7.14.3 An employee who accepts a summer assignment in accordance with the provisions of this section shall receive, on a pro rata basis, no less than the compensation applicable to the classification during the regular academic year.

7.14.4 All hours assigned to a regular employee for a summer assignment shall be considered "hours in paid status" for the classification employed in during the summer. Hours worked outside a probationary employee's regular assignment shall not be counted as a part of the probationary period.

Alternative Summer Work Schedule– 10 Hour Work Day as follows: The District may establish a 10 hour/4 day work week with the concurrence of a majority of the affected employees as ascertained after consultation with CSEA.

7.14.4.1 Employees will receive their hourly rate for the 10 hours per day.

7.14.4.2 Employees will accrue vacation and sick leave at the same hourly rate as during the regular work year.

7.14.4.3 Employees will be placed into available 10 hour day/ 4 day week positions on a seniority basis. Management reserves the right to determine the number of these positions necessary.

7.15 New Compensatory "Comp Time"

All compensatory time for hours worked as extra time or over time shall have prior approval

from a Supervisor or a Superintendent or designee before working. Compensatory time will be earned at an hour for hour rate for employees that do not work a full 40 hours' a week. All employees that are in overtime status will be paid at time and a half pay for every hour worked. All compensatory time shall be used by the end of the fiscal from the day it was earned. Any compensatory time that is not used at the end of the fiscal year will be paid at their pay rate in which it was earned. A report of all compensatory time will be kept current with the immediate supervisor. Compensatory time use must have approval of the Supervisor.

7.16 Snow Days:

7.16.1 There shall be days allocated for inclement weather in the school calendar. The employees shall only be paid for those days when work is authorized.

7.16.2 If the inclement weather persists for more than the allowance, and the students are required to attend extra days, the employees shall be paid for the extra days worked. It will be the employees' option to use a vacation day during the inclement weather to avoid losing a day of pay by submitting a vacation request within two (2) working days after returning to work.

ARTICLE VIII - PAY AND ALLOWANCES

8.1 Regular Rate of Pay: As of July 1, 2007, the regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A attached hereto and by this reference made a part of this Agreement

8.2 Paychecks: All regular paychecks of employees in the bargaining unit shall be itemized as performed by San Bernardino County.

Bargaining unit employees that are not 12- month employees will receive their salary in eleven monthly payments with a July skip. Twelve (12) month payment schedules shall run from July 1, through June 30.

8.3 Payroll Errors: In the case of a payroll error resulting in insufficient payment for an employee in the bargaining unit, a corrected check shall be requested from San Bernardino County, no later than five (5) working days after the error is verified by the Superintendent/designee.

8.4 Special Payments: When a payroll adjustment is due an employee in the bargaining unit as a result of working out of class, computation of hours, or other non-procedural errors, a supplemental check shall be requested from San Bernardino County within five (5) working days after the information is verified by the Superintendent/designee.

8.5 Lost Checks: If a paycheck for an employee in the bargaining unit is lost after receipt, another check shall be requested from the County not later than three (3) working days following the employee's request to the payroll department for replacement of the check.

8.6 Pay Increases:

8.6.1 Pay increases, when granted, shall be reflected on the salary schedule attached hereto, Appendix "A".

8.6.2 New employees shall be hired at Step 1, except that experience may be granted to a maximum of Step 3. Such employees shall be eligible for step increases in July except as noted in 8.6.3.

8.6.3 All employees will step each July; however, people hired after 15 January will not step until the second July of their tenure.

8.7 Promotion: Any employee in the bargaining unit receiving a promotion under the provision of this Agreement shall be moved to the appropriate range and step of the new class which would be an increase in salary, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

8.8 Mileage: Any employee in the bargaining unit required to use their own vehicle on District business, and authorized by the Superintendent/designee, shall be reimbursed at the District approved rate for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District Business. The District shall submit a warrant request to San Bernardino County within five (5) working days after the employee has submitted an expense claim and after final review by the Superintendent/designee and necessary Board approval.

District business includes employee's use of their private vehicle to go to more than one work location.

8.9 Expenses: Any employee in the bargaining unit who has been authorized by the Board to attend a conference, workshop or in-service, shall have necessary and actual expenditures reimbursed in accordance with Board policy. The District shall submit a warrant request to San Bernardino County within five (5) working days after the employee has submitted an expense claim and after final review by the Director of Budget and necessary Board approval.

8.10 Lodging: Any employee who, as a result of a Board approved work assignment, must be lodged away from home overnight, shall be reimbursed by the District for the cost of such lodging in accordance with Board Policy. Where possible, the District shall provide advance funds to the employee for such lodging. If advance funds are not available or do not cover the full cost of required lodging, the District shall reimburse the employee for out-of-pocket lodging expenses in accordance with Board policy. The District shall submit a warrant request to San Bernardino County within five (5) working days after the employee has submitted an expense claim and after final review by the Director of Budget and necessary Board approval.

8.11 Compensation, Inconsistent Duties:

8.11.1 Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Education Code Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a 15-calendar-day period except as authorized herein.

8.11.2 An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days, provided that the employee's salary is adjusted upward to the pay for that position at the appropriate step for the entire period the employee is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside the employee's normal assigned duties

8.12 Bargaining Unit Work: No supervisory or management employee shall perform on a regular basis any work within the job description of a bargaining unit employee.

8.13 Retirement/PERS: District will put employee's share of retirement into PERS.

8.14 Professional Growth: District agrees to the professional growth request as long as the District has final approval. This will be come part of the Salary Schedule (Appendix A). Each twenty (20) quarter units will allow employee to move one range on the schedule at their present step. Maximum units allowed will be sixty (60). Classes taken prior to this Agreement may be used for increase in range at the discretion of the District.

8.15 Reclassification:

a. Definition

Reclassification is defined as a position that has a significant and permanent change and/or increase in the duties and responsibilities which have been assigned by the District and are inconsistent with the current job description of the position. Position reclassification is neither a reward to a unit member for excellent performance or high seniority within a job classification. Reclassification is not appropriate based solely on increased volume of work, excellent performance of job duties, seniority or unusual special skills of the member unless the position requires such use of said skills.

b. Process

1. An employee may submit a reclassification request to CSEA for review and processing at any time. This form is included in the Appendix for reference herein. The forms will be reviewed by the Reclassification Committee prior to March 31st of each calendar year.

2. CSEA will notify Personnel/Superintendent of receipt of request.
3. Personnel then convenes the Reclassification Committee (three (3) members for management and three (3) members for CSEA with a minimum of two (2) from each side for a quorum) for review and recommendation to Board. A majority vote is required for recommendation to the Board.
4. All decisions of the Board are final, with no access to the grievance process. The Reclassification would begin upon Board ratification.
5. If the reclassification request is approved, the employee may not request a review again for three (3) years.
6. If the reclassification request is denied, the employee may request another review after two (2) years has lapsed.

ARTICLE IX - EMPLOYEE EXPENSES AND MATERIALS

- 9.1 Tools:** The District agrees to provide all tools, equipment and supplies necessary for unit members to perform the duties of employment. Upon prior written authorization from their supervisor and the Director of Budget, an employee may choose to furnish his own tools, which must be registered in advance with the District. Upon agreement between the District and the employee, the District will designate which tools are necessary for the duties of the particular employment. If an employee's registered tools are lost, stolen or broken through no fault of the employee while being used on District business, the District will replace the tools. Normal wear and tear of employee's tools is excluded from coverage.
- 9.2 Safety Equipment:** The District agrees to provide appropriate safety equipment to make regular working areas safe.
- 9.2.1 Safety Equipment-** Following 12 months of continuous employment, maintenance employees are required to wear steel-toe boots and will receive up to \$ 130.00 annually towards the cost, employee must provide District with a receipt. Steel-toe boots must meet California Occupational Safety and Health regulations, and the District may suspend the stipend upon employee receiving any safety-related violations throughout the year.
- 9.3 Physical Examinations:** The District agrees to provide the full cost of any medical examination, including tuberculosis, required as a condition of continued employment.

ARTICLE X - HEALTH AND WELFARE

- 10.1 Employee and Dependent Insurance Coverage:**

10.1.1 The District contributes to the bargaining units annual health insurance tiered cap will be \$9,100 to the single plan, \$13,500 to the two-party and family plans.

10.1.2 CSEA may review and assist in the selection of any new plans considered after the effective date of this Agreement.

10.2 Eligibility: All employees in the bargaining unit whose regular work assignments are six (6) hours or more per day are eligible and shall be covered under the current programs.

10.2.1 The District will provide up to the Cap of \$9,100 to the single plan, \$13,500 to the two-party and family plans per eligible employee in the bargaining unit and their dependents, of medical, dental, vision, and income protection insurance coverage.

10.2.2 District will compensate a spouse who works for the District and agrees to be covered by the spouse's insurance providing the uninsured spouse with an annual stipend of \$2,800. Members can only opt out of medical. See Appendix B.

10.2.3 District will provide a 125 Plan to those employees who request it.

ARTICLE XI - HOLIDAYS

11.1 Scheduled Holidays: The following are paid holidays depending on the employee's work calendar:

New Year's Day
Martin Luther King Day
Lincoln's Day
President's Day
Spring Day (Good Friday)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day and the following Friday
Christmas Eve
Christmas Day
New Year's Eve (in lieu of Admission Day)

11.2 Additional Holidays: Every day declared by the President of the United States or the Governor of this state as a public fast, mourning, thanksgiving, or holiday on which the schools are ordered to be closed, or any day declared a holiday by the governing board, shall be a paid holiday for all employees in the bargaining unit.

11.3 Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the proceeding Friday shall be deemed that holiday. When a holiday falls on a Sunday, the following Monday shall

be deemed that holiday.

11.4 Eligibility:

11.4.1 Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

11.4.2 Employees in the bargaining unit who are not normally assigned duty during the school holidays of December, January or Spring Vacation shall be paid for those holidays provided they were in paid status the day preceding or succeeding the holiday period.

ARTICLE XII - VACATION

12.1 Every regular classified employee, permanent and probationary, shall earn vacation at the prescribed rate as part of their compensation. Vacation shall also be earned during any District paid leave of absence. Pay for vacation shall be at the appropriate rate of pay.

12.2 Rates:

12.2.1 Regular, twelve-month employees shall earn vacation at the rate of one (1) working day per month for each month they are employed by the District.

12.2.2 During the third year of regular continuous service, such employees shall be entitled to thirteen (13) days of vacation per year.

12.2.3 Less than twelve-month employees shall earn vacation at the rate of one (1) working day per month for each month they are employed by the District.

12.3 Vacation Scheduling:

12.3.1 Employees' vacations must be scheduled in advance and will be approved in accordance with the operational needs of the District.

12.3.2 If there is any conflict between unit members working in the same class as to the scheduling of vacation, the unit member with the greatest seniority shall be given preference.

12.4 Upon separation from employment from the District, the employee shall be paid for the accumulated vacation credit at the rate of pay applicable to the last regular assignment.

12.5 A unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of allowable paid leave without a return to active service, provided the employee supplies the District with sufficient notice and supporting information regarding the basis for such interruption or termination.

12.6 The District will annually notify unit members of accrued vacation as of July 1st of each year.

12.7 Bargaining unit members that earn vacation days may accrue up to 10 days of vacation. The employee may carry over, to the next year, a maximum of 10 vacation days. An days in excess of 10 as of June 30th of the “carry over” year will be paid to the employees at the “carry-over” year hourly wage

12.8 (See Article 13.12)

ARTICLE XIII - LEAVES

13.1 For the purpose of this Article, immediate family shall mean mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

13.2 Bereavement Leave:

13.2.1 In the event of death in the immediate family of a classified employee, three (3) days of paid bereavement leave shall be granted. If out-of-state travel is required, five (5) days shall be granted. If out of country travel is required, ten (10) days shall be granted.

13.2.2 No deduction shall be made from the salary of such employee, nor shall such leave be deducted from leave granted by other sections of this Agreement.

13.3 Personal Necessity Leave:

13.3.1 Any days of absence for illness or injury earned pursuant to this Agreement may be used by the employee, at his election, in cases of personal necessity including any of the following:

13.3.1.1 The death of a member of the employee's immediate family, when additional leave is required beyond that provided in Section 13.2.1.

13.3.1.2 As a result of an accident or illness involving employee's person or property, or the person or property of a member of the immediate family.

13.3.1.3 When resulting from appearance in any court or before any administrative tribunal as a litigant or witness.

13.3.2 Whenever possible, request for personal leave shall be made at least five (5) days in advance to the Superintendent or designee.

13.4 Jury Duty:

13.4.1 Upon notification of jury duty, it is the obligation of the employee to immediately inform the Superintendent. The governing board shall grant the employee leave of absence with pay to serve on jury duty as provided by law. Exclusive of any mileage fees, the employee will reimburse the District the full amount of jury fees received.

13.5 Sick Leave:

13.5.1 Leave of Absence for Illness or Injury - Regular twelve-month employees shall be granted twelve (12) working days per year leave of absences for illness or injury.

13.5.2 Less than twelve-month employees shall be granted leave of absence for illness or injury at the rate of one (1) working day per month for each month they are employed by the District.

13.5.3 Pay for any day of such absence shall be at the rate of pay which would have been received had the employee served during that day.

13.5.4 The full amount of sick leave granted under this Section shall be credited to each employee. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District. The District shall collect for sick leave that has been taken by the employee, but has not been earned by rendering service upon termination.

13.5.5 Disability due to pregnancy shall be treated as any other disability or illness for the purpose of sick leave when the employee's physician certifies that the employee cannot perform regularly assigned duties.

13.5.6 Except as otherwise provided herein, if an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year-to-year.

13.6 Industrial Accident and Illness Leave: Employees in the classified service shall be entitled to the following benefits:

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

13.6.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.

13.6.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits.

When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the workers' compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which when added to the workers' compensation award, provides for a day's pay at the regular rate.

13.6.4 When an employee on industrial accident or illness leave is able to return to work, he/she shall provide to the Director of Budget, Superintendent, or their designee, within five (5) working days of their return. The employee shall then be reinstated in his/her position without loss of status or benefits.

13.6.5 During all paid leaves of absence, whether industrial accident leave, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Board, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District shall then issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.

13.6.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39 month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

13.7 Entitlement to Other Sick Leave:

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

13.7.2 Each regular classified employee shall be credited once a year with a total of 100 working days of paid sick leave, including days to which the employee is entitled under Education Code Section 45191. Such days of paid sick leave in addition to those required by Education Code Section 45191 shall not be accumulated from year to year and shall be compensated at 50 percent of the employee's regular salary.

13.7.3 The District may deduct from the salary otherwise payable to an employee under this section an amount which is payable, in lieu of salary and on account of the absence for illness

or accident, to the employee as the beneficiary under a policy of insurance purchased by the District.

13.8 Break-In-Service: No absence under any paid leave provision of this article shall be considered as a break in service.

13.9 Child-Rearing Leave: An employee who is the natural or adoptive parent of a child may request an unpaid leave of absence, subject to Board approval, for the purpose of rearing their child. Such leave shall be for a maximum period of one (1) year. The employee must submit a written request to the Superintendent not less than one (1) month in advance of the leave date requested.

13.10 General Leaves: When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the Board of Trustees.

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

13.12 Catastrophic Leave:

13.12.1 Definitions:

Catastrophic illness is defined as any illness or injury defined below under “Eligibility Standards” that is expected to incapacitate a unit member from performing his or her regular duties or any modified duties directed by the District for a period of ten (10) or more consecutive working days.

13.12.2 Eligibility Standards

All unit members who seek to utilize catastrophic leave must meet the following eligibility standards:

- a. The unit member must have exhausted all paid leave, including all differential pay(including vacation, current year and accrued sick leave), prior to receiving catastrophic leave.
- b. Catastrophic leave may be used only for an employee’s own catastrophic illness or injury.
- c. Catastrophic leave may not be used for personal necessity, pregnancy leave of six weeks or less, cosmetic surgery, mental stress, or work-related illness or accident.
- d. Any unit member requesting catastrophic leave must present his/her physician’s verification that the need for the leave will be at least ten (10) consecutive days, and that the reason for the leave is not one of the items prohibited in section B.3 of this article.
- e. A unit member shall be eligible to apply for catastrophic leave after his/her two

(2) year anniversary of employment with the District. A unit member who applies for catastrophic leave may be denied such leave if the committee determines that the employee's record indicates an abusive pattern of absences.

13.12.3 Use of Catastrophic Leave

- a. Eligible unit members may apply for and receive a maximum of two (2) school months (44 working days) during any school year, contingent upon the number of days donated.
- b. Donated vacation leave days shall be calculated using a ratio between the donor and recipient.
 - 1) The calculation will be based on each member's hourly rate to determine the amount of time they will be transferring to the recipient.
 - 2) The calculation will be a ratio between the donor and recipient (e.g. the \$10 per hour employee could donate one hour to a \$5 per hour employee and the \$5 per hour employee would actually receive two hours of vacation time. If the opposite were to occur, the \$10 per hour employee would only receive one-half hour of vacation time transferred to their account).
- c. Catastrophic leave recipients shall be paid at their regular rate of pay.

13.12.4 Catastrophic Leave Donation

- a. Participating donors shall donate a minimum of one (1) day of accumulated vacation leave, and a maximum of five (5) days of accumulated vacation leave in any single school year.
Participating donors shall not donate any leave that leaves the donor in a negative annual leave status.

13.12.5 Catastrophic Leave Committee

A Catastrophic Leave Committee ("CLC") shall be established consisting of two (2) bargaining unit members appointed by the Association, and two (2) District representatives appointed by the Superintendent/designee. The CLC shall:

- a. Receive and review all catastrophic leave requests submitted by unit members to the District.
- b. Maintain the confidentiality of unit members requesting catastrophic leave and any records presented to CLC for review.
- c. By majority vote on a secret ballot, make final decisions regarding catastrophic leave based upon eligibility standards of this article. Failure to achieve a majority vote constitutes a denial of the request.
- d. All decisions of CLC shall be final and not subject to appeal or the grievance

- procedures of the current collective bargaining agreement.
- e. Under rare and compelling reasons, the CLC may waive certain criteria that falls under the eligibility standards.

13.12.6 Application of Catastrophic Leave Donations

- a. Upon receipt of a qualified request, the District and Association shall initiate a request to unit members for donation of vacation leave by a specified date.
- b. Donation shall be prioritized for use in random order.
- c. The District shall initially utilize one (1) day of donated vacation leave beginning with the donor whose name appears first on the prioritized list. The District shall then utilize one (1) day of donated vacation leave from the donors on the list in descending order, and continue until the number of days equals those necessary to complete the number of approved days, or until the donated days are exhausted, whichever comes first.
- d. If this initial deduction process is not sufficient, the District shall repeat the process, as outlined in this article, until the requested days (up to a maximum of 44) have been allocated, or the donated days are exhausted.
- e. If more days are donated than needed, the remaining unused donated days shall be restored to the vacation leave account of the donors.

13.12.7 Forms

The District and CSEA shall mutually agree on forms for documentation and administration of the provisions of this section. They shall be included as Appendix C of the agreement.

13.13 Notification of Absences: Notification of any absence shall be made to the unit member's immediate supervisor or designee or the District Office as soon as possible before the time the employee was regularly scheduled to report to work. An employee who becomes ill during the work shift shall contact their immediate supervisor, or the District Office.

ARTICLE XIV - GRIEVANCE PROCEDURE

14.1 Definition: A grievance is defined as a complaint of an employee or employees, involving the interpretation, application, or alleged violation of a specific section of this Agreement where the employee has been adversely affected. It is the intent of the parties to equitably resolve any grievance at the lowest possible administration level. It is also the intent of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

14.2 Procedure: Grievances shall be handled in the following manner:

14.2.1 Step One: Within ten (10) days of the occurrence of the event leading to the grievance,

an employee may present the grievance directly, or through the CSEA President or designee, to the immediate supervisor. The grievance may be submitted orally or in writing. The immediate supervisor shall have ten (10) days to render his decision. If the grievance is not satisfactory resolved at this informal stage, the employee may proceed to Step Two.

14.2.2 Step Two: Within ten (10) days after the completion of the Step One procedure, the employee may present a written grievance directly, or through the CSEA President or designee, to the immediate supervisor. The writing shall contain a clear, concise statement of grievance, including the specific section or sections of the Agreement alleged to have been violated, the circumstances involved, the decision rendered at Step One and the specific remedy sought.

14.2.2.1 The immediate supervisor shall hold a meeting with the grievant and shall communicate a decision in writing to the grievant within seven (7) working days after the receipt of the written grievance.

14.2.3 Step Three: Within ten (10) working days of the receipt of the Step Two written decision, the employee may present directly, or through the CSEA President or designee, a written request for a meeting with the Superintendent regarding the grievance. The request for the meeting shall be accompanied by the written information submitted in Step Two, the decision rendered at Step Two and the specific remedy sought.

14.2.3.1 The Superintendent shall hold a meeting with the grievant within ten (10) working days after the receipt of the request for the meeting, and shall communicate a written decision to the grievant within seven (7) working days after the date of the meeting.

14.2.4 Step Four: In the event the grievant is not satisfied with the decision at Step Three, the grievant may appeal the decision, in writing, to the Board of Trustees in a timely manner so as to be placed on the Board of Trustees agenda for the closest possible meeting of the Board of Trustees. The following documents shall be submitted: (1) a summary of the original grievance; (2) the decision at Step Two; (3) the decision at Step Three; and (4) a clear and concise statement of the reason for the appeal. Within thirty (30) calendar days, the Board of Trustees shall schedule a meeting or hold a hearing with the parties and render a written decision within twenty (20) days of the date of the meeting or hearing.

14.2.5 Arbitration: If the grievant is not satisfied with the decision at Step Four, CSEA may, within ten (10) days, submit a written request to the Superintendent or Business Manager that the grievance be submitted to advisory arbitration. CSEA and the District shall then attempt to agree upon an advisory arbitrator. If no agreement is reached within ten (10) days, they shall request the California State Conciliation Service to supply a list of five (5) names of persons experienced in hearing grievances in public school matters. Each party shall alternatively strike a name until one name remains. The order of the striking shall be determined by lot.

The arbitrator shall, as soon as possible, hear the evidence and render a decision on the issues submitted. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the policies, rules, regulations, and procedures of the District.

The costs of arbitration shall be borne equally by the parties. All other expenses shall be borne by the party incurring them.

The District's Board alone shall have the power to render a final and binding determination of the grievance. The decision of the arbitrator shall only be advisory and if, upon review of the arbitrator's findings and recommendations, the Board determines that additional evidence is needed, the Board may reopen the matter for any further proceedings which it deems appropriate prior to rendering its final decision.

- 14.3 Employee-Processed Grievances:** An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. Prior to any resolution of any grievance, CSEA shall, upon request, be provided with a copy of the proposed resolution for review. CSEA shall be given an opportunity to file a written response to the proposed resolution.
- 14.4 Grievance Witnesses:** The District shall provide reasonable release time for employees to give testimony in connection with the grievance procedure. Any District employee whose appearance is requested by the grievant or CSEA and who appears in connection with the provisions of this Article shall suffer no loss of pay.
- 14.5 Grievance Processing During Regular Working Hours:** The grievant and the CSEA President or designee shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.
- 14.6 Separate Grievance File:** All material concerning an employee's grievance shall be kept in a file separate from the employee's personnel file. Said grievance file shall be available for inspection by the employee, the CSEA President or designee, appropriate District personnel and the Board of Trustees.
- 14.7** Since it is important that grievances be processed as rapidly as possible, the limits at each level should be considered maximum and every effort should be made to expedite the process. The time limits, however, may be extended by mutual agreement in writing. Failure of grievant to abide by the time limits specified shall result in the grievance being deemed abandoned.

ARTICLE XV - SAFETY

- 15.1 District Compliance:** The District shall continue to comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- 15.2 Safety Committee:** A safety committee shall be formed and will include two members of the classified bargaining unit. The members will be volunteers. If no volunteers then they will be appointed by the CSEA president. Members will be appointed until two members accept the

positions. The committee shall review health, safety, sanitation and working conditions. The committee may make recommendations to the District concerning improvements in health, safety, sanitation and working conditions. The committee shall have staggered two-year terms. Meetings shall be once a quarter at a time approved by the Superintendent or his/her designee.

15.3 Release Time: The bargaining unit members of the committee shall be allowed reasonable release time to carry out their obligation under Section 15.2.

15.4 No Discrimination: No employee shall in any way be discriminated against as a result of reporting any condition believed to be in violation of this Article.

ARTICLE XVI - LAYOFF AND REEMPLOYMENT PROCEDURES

16.1 Reason for Layoff: Layoff shall occur only for lack of work or lack of funds.

16.2 Notice of Layoff:

16.2.1 Upon the decision of the District to reduce the number of unit employees in the classified services, written notice of layoff shall be sent by registered mail or delivered in person to the affected unit employees by the Superintendent or Designee.

16.2.2 The District shall send written notice of layoff to the affected unit employees not less than sixty (60) days prior to the effective date of layoff, informing the employees of their displacement rights, if any, and reemployment rights. Any notice of layoff shall specify the reason for layoff and identify by name and classification the individual employees designated for layoff.

16.3 Order of Layoff:

16.3.1 Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Bumping rights of unit employees shall apply after determination of length of service (seniority) within a class. Bargaining unit employees who are subject to layoff may exercise bumping rights into any classification, within a current or previously held class, provided that they meet the minimum qualifications of the new classification and that the new classification is equal to or lower than the classification in which the employee was serving prior to layoff.

16.3.2 In the case of two or more unit employees having the same length of service, the order of layoff for such employees shall be determined by lot.

16.3.3 For service commencing or continuing after January 1, 1986, "length of service" shall be determined by date of hire, whether during the school year, a holiday recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis. For employees in the classified service hired prior

to July 1, 1971, the date of employment in the regular classified service shall be used to determine length of service. Seniority within a class shall be determined by time worked within classifications of higher or equal rank than those in which the employee is serving or has served.

16.3.4 Nothing contained in the Article shall preclude of "length of service" credit for time spent on military leave of absence.

16.3.5 "Date of hire" shall not be determined to mean any service performed prior to entering into probationary or permanent status in the classified service of the District except service in restricted positions as provided in Education Code Section 45105. "Classification" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.

16.4 Demotion or Reduction in Assigned Time in Lieu of Layoff:

16.4.1 Employees who take voluntary demotions or reductions in assigned time in lieu of layoff shall be granted the same rights as persons laid off.

16.4.2 In addition to the provisions of section 16.5.1 herein, employees who take voluntary demotions or reductions in assigned time shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

16.4.3 Employees who take voluntary demotions or reductions in assigned time in lieu of layoff shall, at the option of the employee, be returned to a position in their former class or to positions with increased assigned time as vacancies become available, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.

16.5 Reemployment Procedures:

16.5.1 Unit employees who are laid off shall be placed on a thirty-nine (39) month reemployment list. The employees shall be required to maintain their current address and telephone number on file with the Superintendent's Office.

16.5.2 When a position within a classification becomes vacant during a unit employee's eligibility period for reemployment, the Superintendent or designee shall attempt to notify the employee by sending written notice by registered mail to the last known address of such employee or by calling the employee at the telephone number on file with the District. Said notification shall offer reemployment in order of service, provided such employee meets the minimum qualifications required of the classification.

16.5.3 If the District does not receive a written acceptance from the employee within fifteen

(15) days and is otherwise unable to contact the employee, the offer of reemployment shall be deemed rejected. An employee who is out of the area or who does not desire to be reemployed for a specific period of time shall notify the District in writing. Employees who reject two offers to be made whole shall be removed from the reemployment list. Any employee who accepts employment in a new position at the same range and hours shall be considered whole and removed from the 39/63 month reemployment list.

16.5.4 If a laid-off employee accepts an offer of reemployment, such employee shall have up to ten (10) working days from the date of such acceptance to report for work. With the approval of the Superintendent or Assistant Superintendent Business Services, said employee may return to work at any time during the above ten (10) day period.

16.5.5 A unit employee reemployed after being laid off shall be fully restored to their class with all rights to permanent status. Service credit and benefits shall not accrue during the period of layoff.

16.6 Seniority List: At least thirty (30) days prior to the effective date of a layoff, the District will provide the CSEA President or designee with a seniority roster.

ARTICLE XVII – SEVERABILITY

17.1 Savings Clause: If, during the term of this Agreement any applicable law, rule, regulation, or order issued by a governmental authority other than the District, renders invalid or restrains compliance with or enforcement of any provision of this Agreement, such provision shall be suspended by Board action and be of no effect hereunder, as long as such law, rule, regulation, or order remains in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

17.2 Replacement for Severed Provision: In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of discussing any appropriate and mutually satisfactory replacement for such Article or Section.

ARTICLE XVIII - NEGOTIATIONS

18.1 Negotiations Procedures:

18.1.1 All meetings shall take place exclusively between the representatives of the parties.

18.1.2 CSEA Chapter 743 shall present all of its proposals in writing not later than the first Board meeting in April. The Board shall hold a public hearing on the proposals at its next regularly scheduled meeting after the presentation of the proposals.

18.1.3 The Board may respond to the proposals after the public hearing. If the Board does not respond at that time, it shall respond to all proposals at the second regular meeting following

the public hearing.

18.1.4 Either party may utilize the service of outside consultants to assist in the negotiations.

18.1.5 Negotiations shall take place at mutually agreeable times and places.

18.1.6 Impasses, mediation and fact finding shall be governed by applicable Government Code provisions and PERB rules and regulations.

18.2 Release Time for Negotiations: CSEA Chapter 743 shall have the right to designate representatives who shall be given reasonable release time to participate in negotiations, up to a maximum of ten (10) full days of duty time or a total of eighty (80) hours for all representatives. Such release time shall be taken in not less than four (4) hour segments, except by mutual written consent of the parties. The above time limits may be extended by mutual agreement of the parties.

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

ARTICLE XIX - DURATION

19.1 This Agreement is effective as of July 1, 2017, and shall continue in effect up to and including June 30, 2020 and shall automatically remain in effect for each succeeding twelve (12) month period or until the completion of a binding written agreement by the parties, which shall supersede this Agreement.

19.2 The District and the Classified Bargaining Unit in each of the subsequent two years of this three-year contract will reopen Salary, Health and Welfare, and one (1) additional contract article.

ARTICLE XX- TRANSPORTATION DEPARTMENT PROCEDURES

A. Purpose:

This Article is to address matters that are unique to unit members assigned to the Transportation Department. It is not intended to preclude the application of this entire Agreement to such unit members. Rights and procedures outlined in this Article take precedence over similar articles elsewhere in this agreement and apply to transportation exclusively.

Effective July 1, 2017, base duty days for the position of school bus drivers shall be 181 working days.

B. Routes:

Effective July 1, 2017, all routes shall be a minimum of four (4) hours. Routes shall be established each year by the District and shall include: the route number, schools served, regular education, special education, or combination routes, estimated run time, total run time (including not less than twenty (20) minutes for a safety inspection and not less than five (5) minutes for daily required documentation), check in time, and anticipated check out time. Changes may result in different daily hours and/or length of time to perform each bus route.

C. Assignments:

Bus routes are assigned to drivers through the bidding process, or the filling of vacancies.

D. Bidding:

Bidding occurs annually prior to the first student day of each school year.

For the purpose of Bidding, bus routes shall be divided into regular education, special education, or combination routes. The bus routes shall include the route number, schools served, estimated run time, total run time (including not less than twenty (20) minutes for a safety inspection and not less than five (5) minutes for daily required documentation), check in time, and anticipated check out time. Based on seniority, drivers shall choose (bid) a route from the regular education, special education or combination routes.

The notice of the Bidding Meeting shall be posted a minimum of one day prior to the meeting, and shall include but is not limited to: the date and time of the meeting, route number, schools serviced, regular education, special education, or combination route, assigned run times, total contract hours, check in time, and anticipated check out time. A list of new routes shall be posted in the transportation department and made available by district email to all drivers and CSEA President five (1) day before the bidding process. Any revisions made after the one (1) day posting to the routes shall be announced prior to the start of the process.

All route(s) shall be clearly visible on the bidding board to all eligible driver's present.

All eligible drivers present, in order of seniority, may fill any route. An absent driver may submit a written proxy of their choice to the Director of Transportation prior to the bidding.

Drivers who bid an available route for equal or greater hours than their previous assignment shall be considered whole.

Drivers who voluntarily bid an available route less than their previous assignment shall be deemed to have waived rights to a layoff and considered to have taken a voluntary reduction in hours which shall be permanent until the next shuffling/bidding.

Effective July 1, 2017, no reduction in hours' notice shall be given until after completion of the initial shuffle.

Bidding shall include all drivers. Each driver shall choose a route, in order of seniority, which shall be their assignment until completion of the first Shuffle. The initial Shuffle shall occur within the first thirty calendar days of each school year.

E. Bus Wash Time

All school bus drivers shall be paid for bus wash time not to exceed two (2) hours per month as reported on their supplemental card.

Bus wash time shall not be included in the monthly salary.

At no time, shall bus wash time be claimed or paid when a driver would be in overtime status.

F. Filling Vacancies

The notice of vacancy shall be posted and provided to the CSEA President a minimum of one (1) working day prior to the meeting, and shall include, but is not limited to: the date and time of the meeting, route number, schools serviced, assigned run times, total contract hours, check in time, and anticipated check out time.

Vacant route(s) shall be clearly visible on the bidding board to all eligible present.

All eligible drivers present, in order of seniority, may fill any vacancy or maintain status quo. An absent driver may submit a written proxy to the Director of Transportation prior to the bidding.

Each new vacancy created shall be written immediately on the bidding board with the other vacant routes. The route selected by the driver shall be deemed filled. The position previously held by this driver shall be declared vacant, and shall be posted on the bidding board and filled in accordance with article 20 (D) above. The bidding starts again with the most senior driver on the seniority list.

G. Field Trips Assignments

Field Trip Eligibility

Contracted drivers who have achieved permanent status shall be eligible to request field trip training and perform field trips based on attaining proficiency in the Field Trip Training.

One the first day of permanent status a driver may request field trip proficiency training in writing to the Director of Transportation

The Director of Transportation shall cause field trip proficiency training to occur based on the needs of the District or at the beginning of the following school year.

For the first three (3) months of permanent status, a driver shall only be eligible to perform local field trips.

After the completion of three (3) local trips and a minimum of three (3) months of permanent status, the driver shall be eligible to receive “down the hill” field training and perform such trips upon proving proficiency.

Field Trip Assignment Procedures

Volunteer Field Trip Roster

Each school year the Director of Transportation shall establish and maintain a list of drivers who have volunteered for field trips.

Rotation

The field trip roster shall include a listing of drivers by seniority and information denoting the drivers’ proficiency in vehicles and trip terrain. When the end of the list is reached, the rotation will start again with the most senior driver.

Field trips, when appropriate, shall be assigned one (1) week prior to the occurrence of the trip.

H. Absence Due to Illness

If a bus driver is absent due to illness the day prior to the trip, another driver will be assigned the trip.

I. Recess Field Trips

A sign-up sheet shall be posted for volunteers for recess field trips a minimum of five (5) working days prior to the scheduled recess.

Field trips scheduled during student recesses, when the driver would not normally be required to work, shall not be applied to the regular school year field trip hours.

J. Last Minute Trips

Field trips assigned with less than forty-eight (48) hours’ notice shall be assigned on a seniority basis according to proficiency, until a full rotation of the seniority list for the last-minute trips has been completed.

Field trips assigned with less than forty-eight (48) hours’ notice shall not be applied to the regular school year trip hours.

K. Release Time (8-Hour Rest Time)

Any driver who is unavoidably detained on a trip due to reason such as mechanical failure, adverse weather conditions, traffic accident, medical emergency, or natural disaster shall be granted sufficient paid release time to comply with the eight (8) hours off- duty regulations prior to reporting for the next work shift.

L. Special Compensation

Designated Delegated Behind the Wheel Driver Trainer (DDDT)

The District shall pay each designated driver at the appropriate rate of pay for each hour served while conducting training.

All driver training hours shall be distributed equally amongst all Designated Delegated Behind the Wheel Driver Trainers (DDDT). A spreadsheet of all DDDT and their respective current accumulated designated driver training hours shall be provided to each DDDT and CSEA President no later than the fifth working day of each month.

M. Work Shops

The District shall reimburse the registration fees for drivers who attend any bus driver workshops approved in advance in writing by the District.

The District shall reimburse the registration fees for drivers who compete in any “Bus Rodeo”, approved in advance, in writing by the District.

In the Transportation Department, driver seniority shall be based on “less senior” rather than “least senior” for the purpose of bumping/ transfer.

20.1 Bus Driver Assignment:

The parties recognize the special needs of those Bargaining Unit Members service in the classification of bus driver and therefore have agreed to provide these employees with the following rights:

20.2 In-Service Training:

Ten (10) hours per year in-service training shall be provided by the District in order for drivers to retain their certificates. Drivers shall receive pay, at the appropriate rate for time spent in District training.

20.3 Certificate Renewal:

The District will reimburse bus drivers for the cost of a California Special Driver Certificate. The District shall provide or reimburse bus drivers for the cost of renewing his/her health

examination required by the State of California. Bus drivers shall be responsible for the cost of their California Driver's License renewal.

20.4 Summer School:

For purposes of this article, bus drivers employed/ assigned for summer school shall be paid a minimum of two (2) hours per day at the appropriate rate of pay.

20.5 Extra Hours:

Bargaining Unit Members shall have first consideration for extra hours to cover an individual run. A Bargaining Unit Member's total time for that day shall not exceed eight (8) hours. When a regular employee is out on extended leave, a substitute driver must be used. Bargaining Unit Members who want to substitute shall notify management in writing to be placed on the availability list depending on their proficiency. The procedure shall not be considered in conflict with Article 7.9 Overtime.

20.6 Drill:

School bus evacuation drills shall be scheduled in accordance with California Highway Patrol (CHP) regulations.

20.7 Medical Release:

The District shall provide medical information regarding students with diagnosed medical conditions that are pertinent to safe operations. All such medical information shall be kept confidential.

20.8

Any drop which occurs during the normal "home-to-school" time is not considered a field trip of extra and would not fall under the scope of this agreement. No bus driver will be adversely affected.


20.9 Subsequent Vacancies:

When vacancies occur, the District shall post the vacancies pursuant to this Agreement article 20, G.

20.10 Unforeseen Circumstances:


If problems arise in the bidding process that is not addressed within this article, the parties agree to meet and discuss a resolution.

**LUCERNE VALLEY UNIFIED SCHOOL
DISTRICT - BOARD OF TRUSTEES**


Peter Livingston, Superintendent


Kimberly Alonzo, Risk Manager

**CALIFORNIA SCHOOL EMPLOYEES'
ASSOCIATION REPRESENTATIVES**


Mark Hart, President


Karol Thompson, Vice President

Lucerne Valley Unified School District

Classified Contract Salary Schedule

Step	1	2	3	4	5	6	7	8	9	10
Range 1	11.66	12.13	12.61	13.11	13.63	14.17	14.75	15.34	15.95	16.59
2	12.05	12.53	13.03	13.55	14.09	14.66	15.24	15.86	16.50	17.15
3	12.46	12.96	13.47	14.00	14.57	15.15	15.76	16.39	17.06	17.74
4	12.87	13.39	13.92	14.48	15.06	15.67	16.29	16.95	17.63	18.34
5	13.30	13.83	14.40	14.97	15.57	16.20	16.85	17.52	18.23	18.97
6	13.76	14.31	14.88	15.48	16.10	16.75	17.42	18.12	18.85	19.61
7	14.22	14.79	15.38	16.00	16.64	17.31	18.01	18.74	19.50	20.28
8	14.70	15.29	15.90	16.55	17.21	17.91	18.63	19.38	20.16	20.98
9	15.20	15.81	16.44	17.10	17.80	18.51	19.26	20.04	20.85	21.69
10	15.71	16.35	17.00	17.68	18.40	19.15	19.92	20.72	21.56	22.43
11	16.24	16.90	17.58	18.29	19.03	19.79	20.60	21.42	22.29	23.21
12	16.79	17.47	18.18	18.91	19.68	20.47	21.30	22.17	23.06	24.00
13	17.36	18.07	18.80	19.56	20.34	21.17	22.03	22.92	23.85	24.82
14	17.96	18.68	19.43	20.23	21.04	21.89	22.78	23.70	24.67	25.68

Service Increment Will Be As Follows
11th Year will have an additional 1.5% added to step 10
12th Year will have an additional 1.5%
13th Year will have an additional 1.25%
14th Year will have an additional 1.25%
15th year and beyond will have an additional 2% added each year after

Substitutes
Sub Range 1-14
HRLY
11.00

Food Service	Range	Instructional Assistant	Range	Warehouse/Delivery	Range	Maintenance	Range
Food Service Worker I	1	Instructional Aide	3	Warehouse/Delivery Driver	8	Maintenance Worker I G	11
Food Service Worker II	4	Bi-Lingual Instructional Aide	4			Lead Maintenance Worker	13
Food Service Worker Lead	8						
Clerical/Secretarial		Library/Media		Custodial		Classified Management	
Office Clerk I	2	Library Technician	5	Custodian I	6	Office Manager	13
Office Clerk II	3			Custodian II	8	Operations Assistant	14
Office Clerk III	7	Campus Security					
Student Records Tech	11	Campus Security	3	Transportation			
Aid Ed Assistant	11			Dispatcher	3		
Administrative Assistant	13	Technology		Bus Driver	9		
		Technology Assistant	10	Mechanic	12		
		SIS Technician	10				
		Tech Specialist	12				
		Technology Facilitator	4				
Aides							
Campus Aide	1						
Cafeteria Aide	3						

Professional Growth

NOTE: The District agrees to the professional growth of the employee related to salary adjustments, with the District having final approval. Each 20 quarter units will allow an employee to move one range on the salary schedule at their present step. Maximum units allowed is 60 units. Classes taken prior to this agreement may be used for increase in the range at the discretion of the District.

(Range 3C is also Range 6)

Included in this agreement, any employee affected by this clarification will receive no adverse affects from this clarification, and any employee that has not received the service increment as clarified will be made whole according to this clarification.

Effective 01/01/2018