

AGREEMENT

BY AND BETWEEN THE

PORTERVILLE UNIFIED SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

(C.S.E.A.)

CHAPTER NO. 38

2015-2018

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AGREEMENT

1. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Porterville Unified School District ("District") and the California School Employees Association, Chapter #38 (CSEA).
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code.
3. This agreement shall become effective on July 1, 2015 and shall continue in effect through and including June 30, 2018 and from year to year thereafter unless alteration or amendment is requested in writing in accordance with ARTICLE XVII, NEGOTIATIONS. During the years of 2016-2017 and 2017-2018, each party to this Agreement shall be entitled to re-open the Salary Schedule. Such re-opener discussions shall take place following the adoption of the State budget for that year.

ARTICLE I - RECOGNITION

- 1.1 Acknowledgment: The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement

- 1.2 New classifications created or positions added to classes shall be subject to negotiations between the Board and CSEA to determine if those positions are to be included in the bargaining unit. Disputed cases shall be submitted to the Public Employees' Relations Board (PERB) and shall not be subjected to the grievance procedures contained in this contract.

- 1.3 The Association hereby acknowledges the Board as the duly elected representative of the people and agrees to negotiate exclusively with designated representative of the Board on matters set forth in the Rodda Act. The Association further agrees that it, its members, or agents shall not attempt to negotiate privately or individually with any Board member.

ARTICLE II - CHECK OFF AND ORGANIZATIONAL SECURITY

- 2.1 Check Off: CSEA shall have the sole and exclusive right to have membership dues and initiation fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within ten (10) days of the deduction all sums so deducted.

- 2.2 Dues Deduction:
 - 2.2.1 The District shall deduct in accordance with the current CSEA dues schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement, and who have submitted dues authorization forms to the District.

 - 2.2.2 The District shall deduct the dues in accordance with the dues schedule from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA and submit to the District a dues authorization form.

- 2.3 Maintenance of Membership:
 - 2.3.1 Employees in the bargaining unit who are members of CSEA on the effective date of this Agreement and employees who hereafter come into the bargaining unit and join CSEA shall remain as members of the Association for the life of this contract.

- 2.4 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 III - EMPLOYEE RIGHTS

3.1 Personnel Files:

- 3.1.1 Materials in personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved. Such material is not to include ratings, reports or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 3.1.2 Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render service to the district.
- 3.1.3 Information of a derogatory nature, except material mentioned in 3.1.1 shall not be entered or filed unless and until the employee is given notice and an opportunity (10 work days) to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 3.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District affairs or the supervisor of the employee.
- 3.1.5 Any person who places written material or drafts written material for placement in an employee's personnel file shall sign the material and signify the date on which such material was drafted. Employees shall receive copies of any derogatory documents placed in their personnel file prior to placement of such documents.

3.2 Distribution of Job Information: Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his or her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

3.3 All changes to job descriptions shall be submitted to CSEA for review and salary negotiation prior to being adopted by the Board.

ARTICLE IV - ORGANIZATIONAL RIGHTS

4.1 CSEA RIGHTS: CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:

4.1.1 Facilities: The Board authorizes the Association to use the District's facilities and buildings at times other than normal working hours and hours of student instruction as long as the Association submits the appropriate Civic Center Act form to the immediate supervisor of the facility or building. In emergencies, the Board may authorize the Association to use the District's facilities and buildings during normal working hours as long as the Association declares in writing that the use of such facilities and buildings constitute an emergency and as long as the use of such buildings and facilities does not interfere with scheduled school activities.

The immediate supervisor of the facility or building may grant the Association use of District equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of such equipment does not interfere with the normal student instruction or work production of the district. The association shall pay for the cost of all materials and supplies incident to each use.

The Association agrees to leave facilities, buildings and/or equipment use in a clean and orderly condition.

4.1.2 The Association shall have the right to utilize all bulletin boards normally used by their District for communication with its employees. One (1) copy of all materials to be posted shall be provided to or shared with District management at the facility in which such posting is to take place prior to posting. The Association and its representatives shall be responsible for the maintenance of any materials posted on District bulletin boards, and for the prompt removal of any out-of-date materials to assure that adequate space is available for materials that must be posted upon such bulletin boards. If sufficient space is not available, the Association may establish its own bulletin board at a mutually agreed location.

4.1.3 Existing District mailbox facilities may be utilized by the Association for communication with members or with other employees of the District. Any communication sent through school means of distribution, or placed in employee boxes, shall give the name of the organization sending the communication and the name of the responsible officer of such organization.

4.1.4 The right to review employee's personnel files when accompanied by the employee or on presentation of a written authorization signed by the employee. The written authorization shall be valid for five (5) working days.

4.1.5 The right to be supplied upon request with a roster of all bargaining unit employees annually. The roster shall indicate the employee's present classification, primary job site, address and telephone number.

4.1.6 The right to receive upon request one (1) copy of any budget or public financial materials submitted to the governing board and one (1) copy of the regular Board packet upon request.

- 4.1.7 CSEA shall notify the District by September 1 of each year of any bargaining unit employees who hold state offices or serve on state committees. The District and CSEA will meet and mutually agree as to the pay status for release time and/or the frequency of such release time.
- 4.1.8 Organizational Rights: The right of paid release time for as many as allowed by State CSEA Constitution Chapter delegates to attend the CSEA Annual Conference. The District is not responsible for the expenses of said delegates.
- 4.1.9 The right of access to areas in which employees work at times that do not interfere with the work performance of the employee or other employees of the District subject to approval by the immediate supervisor or site administrator.
- 4.2 The District will involve CSEA in advisory committees whose objectives might negatively affect the number of hours of work of existing classified employees.
- 4.3 Distribution of Contract: Within thirty (30) days after the execution of this contract, the District shall place a true and correct copy of this Agreement on the District's web site for review by any classified employee. In addition, the District will provide fifteen (15) copies of this Agreement to the Chapter President and ensure at least one (1) computer is available at each site for employees to access this Agreement.
 - 4.3.1 The District shall refer each new bargaining unit member at the date of hire to the location of the Agreement posted on the District's website.
- 4.4 Employee Orientation: The District will notify CSEA of all new employees and allow the employee(s) the opportunity to view a video produced by CSEA outlining member benefits.

ARTICLE V - JOB STEWARDS

- 5.1 Purpose: The District recognizes the need and affirms the right of CSEA to designate Job Stewards from among employees in the unit. It is agreed that CSEA in appointing such stewards does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.
- 5.2 Selection of Job Stewards: CSEA reserves the right to designate the number and the method of selection of Job Stewards. CSEA shall notify the District in writing of the names of the Job Stewards and the group they represent. If a change is made, the District shall be advised in writing of such change.
- 5.3 Duties and Responsibilities of Job Stewards: The following shall be understood to constitute the duties and responsibilities of Job Stewards:
- 5.3.1 After notifying his/her immediate supervisor, a Job Steward shall be permitted to leave his/her normal work area to process grievances. Processing of grievances means the actual meetings at the respective steps. The Job Steward shall advise the Supervisor of the grievant of his/her presence. The Job Steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, attempt to achieve settlement in accordance with the grievance procedure.
- 5.3.2 If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Job Steward at the time of the notification mentioned in 5.3.1, the Job Steward shall be permitted to leave his/her normal work area no later than two (2) hours after the Job Steward provides notification.
- 5.4 Authority: Job Stewards shall have the authority with employee(s) approval to file notice and take action on behalf of bargaining unit employees relative to rights afforded under this Agreement.
- 5.5 CSEA Staff Assistance: Job Stewards shall at any time be entitled to obtain assistance from CSEA Staff Personnel.

ARTICLE VI - HOURS AND OVERTIME

- 6.1 Work Week: The work week shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section 6.8. Normal work week shall be Monday through Friday except for employees hired to work a different work week.
- 6.2 Work Day: The length of the work day shall be designated by the District for each classified assignment. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable number of hours. Employees shall not alter the work day schedule without written approval from their immediate supervisor.
- 6.3 Reduction in Assigned Time: Reduction in assigned time of a continuing unit member will be accomplished in accordance with ARTICLE XIV and the following provisions:
- 6.3.1 Reduction in hours will be done on the basis of seniority by program. Program shall be defined by specific funding source, an identifiable career series or a specific job classification.
- 6.3.2 In order to bump into another position or classification, the provisions of Education Code 45308 will be followed.
- 6.4 Lunch Periods: Each employee working six (6) consecutive hours or more per day shall receive a duty-free lunch period of at least thirty (30) minutes and no longer than sixty (60) minutes, without pay, as close to practicable to the middle of such employee's regular work shift.
- 6.5 Designated Evening Shift: Employees whose work day is six (6) hours or more and have their work shift start after 1:00 p.m. shall be entitled to a five percent (5%) shift differential added to their regular rate of pay.
- 6.5.1 Employees who work night shifts shall be allowed to work day shifts during school vacations when superintendent approves same. Those employees who temporarily are allowed to work day shifts shall have their lunch period outside the work day.
- 6.6 Rest Periods: Bargaining unit employees shall be granted paid rest periods, except under unusual circumstances. Rest periods should not exceed fifteen (15) minutes and should be taken as close as practicable to the midpoint of each work period. Rest periods are not accumulative and cannot be combined with an employee's lunch period; nor shall rest periods be used during the first hour or the last hour of the employee's regularly scheduled shift. Rest periods shall be earned as follows:
- Regular work schedule of at least 3 hours per day: One (1) rest period.
- Regular work schedule of at least 7 hours per day: Two (2) rest periods.
- 6.7 Rest Facilities: The District shall make a reasonable effort to provide classified employees with adequate lunchroom, restroom, telephone and lavatory facilities.

6.8 Overtime: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half regular rate of pay of the employee for all work assigned. Overtime is defined to include any time authorized by employee's supervisor 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 work week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

6.8.1 All hours worked on the sixth and seventh consecutive day of work up to eight (8) hours shall be compensated at the overtime rate.

6.8.2 All hours worked in excess of eight (8) hours on the sixth and seventh consecutive day shall be compensated at double the regular rate of pay.

6.8.3 Hours worked on a regularly paid holiday shall be compensated at a rate of pay equal to time and one-half the regular rate of pay and shall be in addition to regular pay for that holiday.

6.9 Compensatory Time Off:

6.9.1 Any time beyond an employee's normal assignment must be pre-approved in writing by the immediate supervisor. Bargaining unit members may elect to receive compensatory time off (CTO) for overtime hours worked in lieu of cash compensation. Such election shall be accomplished by the completion of a "Compensatory Time Earned" form provided by the District and submitted to the District Office for centralized processing and tracking.

6.9.2 Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within the fiscal year in which it was earned. If the compensatory time has not been taken within the fiscal year of the date in which it was earned, the District shall pay the employee in cash for all such time at the appropriate rate based on the employee's rate of pay when such overtime was earned.

6.10 Minimum Call-In Time: Any employee called in to work on a day or at a time when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement and may be required by immediate supervisor to perform two (2) hours of duty.

6.11 Overtime Assignment: An employee may request not to be assigned overtime work, except when the needs of the District warrant, the supervisor may direct the employee to work overtime. The needs of the District shall be defined by the supervisor. The supervisor shall identify employees desiring to work overtime before directing an employee to work overtime. The supervisor shall rotate overtime among those employees desiring overtime work insofar as it is practicable.

6.11.1 If the District requires an employee to work overtime, the District shall inform the employee of such overtime twenty-four (24) hours in advance or at the completion of his/her shift one day prior to when the overtime shall actually be performed unless an emergency is the basis for notification less than twenty-four (24) hours. In emergency situations, the employee may be required to work. Emergency shall be defined as any situation or action needed to continue the education process of the District or protect District property against damage or destruction which requires immediate attention.

- 6.12 Call-Back Time: Any employee called back to work after completion of his/her regular assignment or prior to the start of their regular assignment shall be compensated for at least two (2) hours of work at the employee's appropriate rate.
- 6.13 Standby Time: All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement. Work for the District shall be performed while eligible for standby time.

ARTICLE VII - PAY AND ALLOWANCES

- 7.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class which is attached hereto and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.
- 7.2 Leave Accrual Notification: Once a year, or more often, a statement showing how much sick leave and vacation leave have been accrued as of the date of issue is to be provided to each employee.
- 7.3 Frequency - Once Monthly: To the extent controlled by the District, all employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
- 7.4 Payroll Errors: Payroll error, not resulting from an action by the employee, resulting in insufficient payment for an employee shall be corrected, and a supplemental check issued within five (5) working days after the District verifies the error. The District will communicate to the employee of its intended action within five (5) working days after the employee provides written notice to the Payroll Department.
- 7.5 Compensation for an Employee Working Out of Classification: An employee temporarily assigned duties not a part of his or her classification shall have his or her salary adjusted upward for any period of time which exceeds five working days within a 15-calendar-day period he or she is required to work out of classification. The employee shall receive the regular rate of pay for that higher classification at the step on which he or she is assigned in his or her regular classification.
- 7.5.1 No employee shall suffer a reduction in pay during his/her regular work year as a result of working out of classification.
- 7.6 Undelivered Checks: Any paycheck for an employee in the bargaining unit which is not delivered within five (5) days of mailing, if mailed, shall be replaced not later than three (3) working days following the employee's demand of the payroll department for replacement of the check.
- 7.7 Promotion: Any employee in the bargaining unit receiving a promotion under the provision of this Agreement shall be moved to the appropriate range and placed on a step which provides a minimum of a 5% salary increase if such placement is possible within the structure of the new range. Subsequent step advancement at the new range shall take place the following July 1st and annually thereafter.
- 7.7.1 Effective January 1, 2014, all step advancements for all employees will take place on July 1st.
- 7.7.2 Bargaining unit members new to the District must be employed and in paid status on or before April 1st to receive step advancement on July 1st.
- 7.8 Mileage: Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the rate conforming to the rate per mile as approved by the Internal Revenue Service (IRS) for all miles driven on behalf of the District.

- 7.9 Meals: Any employee in the bargaining unit who, as a result of work assignment, must have meals away from the District shall be reimbursed for the full cost of the meal as soon as possible after submission of the expense claim. Reimbursement shall be limited to existing district policy.
- 7.10 Lodging: Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging. 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 as soon as possible after the employee has submitted an expense claim. Reimbursement shall be limited to existing district policy.
- 7.11 All employees required to obtain permits, certificates or any other affidavit as a condition of continued employment shall be reimbursed by the District. This does not include regular driver's license.
- 7.12 The probationary period for any new employee shall be twelve (12) months.
- 7.13 Effective January 1, 2014, all employees will receive their paychecks via direct deposit to a checking or other similar account at a financial institution of their choice. Effective January 1, 2016, all employees will enroll in the online employee portal and choose to receive their respective Automatic Paid Deposit (APD) paystubs and W-2s electronically. All employees will maintain this selection and shall be given the opportunity to request and receive training regarding the procedure to access the electronic system.
- 7.14 Effective January 1, 2014, the salary schedule shall be increased by 2%. Effective July 1, 2014, the salary schedule shall be increased by an additional 2%
- 7.15 Current Employees Performing Back-Fill. The District can utilize presently employed part-time bargaining unit members to back-fill for a classified employee on leave or vacation, or while a vacant position is being filled. The back-fill work may be in a position different from his/her regular assignment, or in the same classification as his/her regularly assigned classified position. Therefore, the employee performing back-fill duties will work extra hours in addition to his/her regular part-time job. If an employee voluntarily works additional hours to back-fill for an employee on leave or vacation for more than twenty (20) consecutive working days, the employee's regular assignment shall not be changed to reflect the longer hours and the additional back-fill hours will not change the employee's eligibility for health and welfare benefits. The employees will receive additional PERS service credit as allowed by the Public Employees Retirement Law.
- 7.15.1 Back-fill Rate of Pay Equivalent to Regular Assignment. If the unit member is back-filling for a position in his/her current classification, the unit member shall receive compensation equal to the rate of pay he/she earns in his/her regular position for the back-fill hours worked.
- 7.15.2 Back-fill Rate of Pay Higher Than Regular Assignment. If a bargaining unit member backfills for a position in a classification paid at a higher rate of pay than his/her regular rate of pay, the bargaining unit member shall receive compensation at either the substitute rate of pay for back-fill position or at his/her regular rate of pay, whichever is higher, for the back-fill hours worked.

- 7.15.3 Back-Fill Rate of Pay Lower Than Regular Assignment. If a bargaining unit member backfills for a position in a classification paid at a lower rate of pay than his/her regular rate of pay, the bargaining unit member shall receive compensation equal to his/her regular rate of pay for the hours associated with his/her regular assignment. The bargaining unit member will receive the substitute rate of pay for any additional back-fill hours worked.
- 7.15.4 Eight Hour Per Day Maximum. An employee may back-fill during his/her unassigned hours as long as the back-fill hours worked, plus the regular work assignment, do not exceed a total of eight (8) hours per day.
- 7.16 Mandatory Adjustment of Regular Assigned Time: Any employee in the bargaining unit who is required to work in his or her regular assignment an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. This section shall not apply to bargaining unit members voluntarily working back-fill hours pursuant to section 7.15.

ARTICLE VIII - EMPLOYEE EXPENSES AND MATERIALS

8.1 Tools:

8.1.1 The District will not require bargaining unit employees to provide their own tools, equipment and supplies for performance of employment duties.

8.1.2 District cell phones, if provided, are to be used for district purposes only.

8.1.3 Employees may not use personal cell phones or other personal electronic devices for personal use during work hours, except in emergency situations that have been approved by the site administrator or supervisor.

8.1.4 District computers are only to be used if provided as part of employees assigned duties.

8.2 Safety Equipment: Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.

8.3 Physical Examinations: The District agrees to provide the full cost of any medical examinations required as a condition of continued employment. This section shall not pertain to requirements within the Leaves article to provide doctor's verification relative to leave utilization.

8.3.1 When deemed appropriate by District administration, an employee shall agree to be tested for legal or illegal substance abuse. The District administration shall advise the employee of the reasons why the testing has been deemed appropriate. Such testing shall be conducted by a licensed drug testing provider and shall be paid by the District. If tests are positive for legal or illegal substance abuse, District administration shall document with a letter of reprimand; and the employee shall arrange for appropriate interventions. If there is evidence of substance abuse, a schedule for follow-up testing shall be developed at employee expense. The employee shall be advised that progressive discipline, beginning with unpaid leave and progressing up to and including dismissal, shall be instituted if subsequent tests are positive or if the employee fails to appear for tests.

Supervisors and administrators responsible for implementing this article shall have completed training for identification of potential substance abuse. Any rehabilitation necessary, because of positive identification, shall be covered only to the extent currently available through the District's medical plan.

8.4 Employees required to take physicals as a condition of employment shall have the option to have such physical examination performed by the employee's own physician providing the cost to the district does not exceed the cost paid to the District's physician.

ARTICLE IX - HEALTH BENEFITS

9.1 Employee Benefits:

9.1.1 Health Insurance: The Medical Plan Benefits will be based on a co-payment basis with the District paying 80% and the employee paying 20% of the eligible charges on the first \$2,000. The maximum cost per year to an individual is \$400 and the maximum cost per family unit is \$700. These amounts are not deductibles, but they are co-payments. If the amount of co-payment for one family during a policy year amounted to \$700, the district would pay 100% of the remaining eligible costs provided in the current medical coverage. In addition to any co-payment expense, each covered individual shall incur a \$100 annual deductible. Bargaining unit members who elect to participate in the health insurance plan shall contribute toward the cost of the plan in the following (tenths) amounts:

<u>Single Plan</u> \$50.00 per month	<u>Family Plan</u> \$60.00 per month
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9.1.1.1 Eligibility: All bargaining unit employees working at least six (6) hours per day shall be eligible to participate in the health insurance plan. Any employee who becomes eligible for coverage and elects to participate shall be deemed to meet the eligibility requirement for the balance of the fiscal year and be entitled to continue coverage notwithstanding any subsequent reduction in the employee's hours.

9.1.1.2 All employees eligible for benefits as of November 1, 2013, shall remain eligible as long as their hours remain the same or more hours as their original eligible hours. For example, a five hour employee hired after November 1, 2002, and before November 1, 2013, shall remain eligible as long their hours remain five hours or more.

9.1.1.3 Notwithstanding the provisions of Article 9.1.1.1, a unit member is not eligible to participate in the health insurance plan if the unit member is working more than six (6) hours per day and less than (8) hours per day in two separate positions. The District agrees not to split one unit member's regular assignment into two positions without negotiating with CSEA.

9.1.2 Dental Insurance: The District shall provide at no cost to the employee a program of Dental Insurance, excluding orthodontia, for all eligible employees and their eligible dependents.

9.1.2.1 Eligibility: All bargaining unit employees working six (6) hours or more per day on a regular basis and their eligible dependents. (Same as above for Health Insurance.)

9.1.3 Carrier: The District shall annually determine the carrier of the health insurance and dental plan after consultation with the Association.

- 9.1.4 Continuation-Disability: The District agrees to make available at employee expense benefits provided for in Sections 9.1.1 and 9.1.2 of this article during a Board-approved absence of any employee in the bargaining unit who is on an approved disability leave. The District will provide a long-term disability plan from American Fidelity at the rate of \$.47 per \$100 of salary (90-day out plan).
- 9.1.5 Early Retirement: Bargaining unit employees who have attained age fifty-five (55) and have served in the District for fifteen (15) years and retire from the District in good standing shall be eligible until age sixty-five (65) to continue to participate in the health and dental insurance programs provided they contribute the same fee as required by existing employees to participate in the health and dental programs. Good standing for the purposes of this Article does not include an employee terminated for cause or in the process of being terminated for cause subsequent to the time designated for the Skelly hearing. The District will re-open 9.1.5 if Medi-Care eligibility age is extended.
- 9.1.6 Continuation-Termination: Should an employee's employment terminate during the school year, he/she shall be entitled to continue coverage under the health and dental plan for a period not to exceed six (6) months. Such employee shall pay the total premium for the continued coverage on a month-to-month basis.
- Should an employee's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continued coverage under the health and dental plan until October 1 of the ensuing school year.
- 9.1.7 Adjustment of Assigned Time: Any employee in the bargaining unit who is assigned to work an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. This adjustment will be solely for the purpose of determining fringe benefit entitlement pursuant to applicable provisions of this article.
- 9.1.8 The District will implement a vision plan for classified employees in the bargaining unit, identical to the plan provided to other District employees.
- 9.1.9 Dependent Eligibility/Special Circumstances: CSEA and the District will jointly review the circumstances and decide upon continued medical insurance eligibility. Current Federal guidelines shall apply to dependent eligibility/coverage.
- 9.1.10 The District and CSEA agree that the current fringe benefits will be offered to bargaining unit members during the life of this contract. Both parties recognize that the District's position on other economic issues including salaries will be made in light of any increased costs to the fringe benefit package. This applies to all negotiations involving economic matters.

- 9.1.11 Prescription Drug Card: Effective November 1, 2013, the prescription drug program participating pharmacies shall be those listed with E-Preferred Network. Co-payments shall be \$10.00 for generic drugs and \$20.00 for brand-name drugs when no generic drug is available. Should a member choose to obtain a name-brand drug when a generic drug is available, the member shall be responsible for the entire cost of the prescription. Outpatient prescriptions are specifically not covered by the Medical Plan, with the exception of discharge medications delivered as part of a covered medical stay. All other outpatient medications are subject to the coverage policy of the Porterville Unified School District Prescription Drug Plan. Effective July 1, 2014, prescription drug coverage shall only be through the pharmacies participating in the Express Advantage Pharmacy Network.
- 9.1.12 Counseling Services: 50% of cost with a maximum reimbursement of \$50 for each visit, not to exceed 52 visits per year.
- 9.1.13 Newborn baby care covered under mother's benefit.
- 9.1.14 Well baby care, including immunizations - \$500 total benefit between birth and age six.
- 9.1.15 An Insurance Advisory Committee to be formed composed of representatives from CSEA, PEA and the District. Each group to have one vote. The District can appeal an Insurance Advisory Committee decision to an arbitrator. Language to be developed regarding the committee's functions and procedures.
- 9.1.16 Ambulance costs covered under medical, \$100 annual deductible and 80/20 co-payment. (Air ambulance payable to nearest appropriate treatment center. The initial treating physician to determine the nearest appropriate treatment center.) Air ambulance costs, also, covered under medical. (\$100 deductible, 80/20 co-payment). The air ambulance benefit outside of the United States is limited to a maximum reimbursement of \$2500.
- 9.1.17 Billing errors not caught by Plan Administrator or utilization review which result in savings to District shall be split 25% employee and 75% District between employee catching error and District.
- 9.1.18 Utilization review shall include: A. Hospital review; B. Outpatient review; C. Focused second surgical opinion. The second opinion when required is to be reimbursed at 100%. In cases when a third opinion is required because of disagreement on the first two opinions is also to be reimbursed at 100%.
- 9.1.19 Acupuncture done by Medical Doctor covered under medical plan (\$100 deductible, 80/20 co-payment).
- 9.1.20 Contract with Plan Administrator to update medical plan language, pending acceptance of plan document language by the Insurance Advisory Committee.
- 9.1.21 Charges related to and incidental to organ transplants shall be a covered benefit as outlined in the Medical Plan document revision dated June 2000. All transplant coverage shall be administered and treated through the District-sponsored network.
- 9.1.22 The District and CSEA agree to a Section 125 plan.

9.1.23 The District and CSEA agree to reopen Article IX at anytime either party requests in order to negotiate carriers and make changes in the benefits provided, as long as the level of coverage remains status quo or is modified by mutual agreement. The intent of this section is to address any combination of changes to acquire benefits at a reduced rate.

The parties further agree to continue the Insurance Committee in order to address the increasing costs of benefits.

9.1.24 Effective November 1, 2013, chiropractic care shall be limited to 26 visits per calendar year and subject to the following restriction: The plan does not cover massage therapy or inversion therapy. This benefit only covers musculoskeletal manipulation provided by a licensed chiropractor. Chiropractic care shall be defined as musculoskeletal manipulation provided by a licensed chiropractor (DC) to correct vertebral disorders, such as incomplete dislocation, off-centering, misalignment, misplacement, fixation, abnormal spacing, sprain or strain. Chiropractic visit payment shall be limited to a maximum of \$50 per visit. Employee shall be responsible for any services not covered and any cost above the maximum allowed.

9.1.25 Effective January 1, 2008, bariatric surgery shall not be a covered benefit.

9.1.26 Office Visit Co-pay: Effective July 1, 2014, all medical care office visits shall have a co-pay of \$20.00. All charges greater than the co-pay shall be subject to all deductibles and co-payments as per article 9.1.1.

9.2 Health Benefits:

The District's annual contribution for all health benefits is not to exceed \$16,329.00 for 2015-2016, \$16,819.00 for 2016-2017, and \$17,551.00 for 2017-2018 per covered employee. The District, also, agrees to negotiate in subsequent years other options regarding the level of benefits, provider of benefits, upward adjustments to the District's contribution level and any other options that may arise to meet the provisions of this article. The District agrees to waive any overage incurred and/or accumulated from prior years 2013-2014 and earlier.

In the event that actual costs for health benefits exceed the negotiated maximum District contribution, the following procedure shall be implemented:

9.2.1 Costs in excess of the benefit obligation of the District shall be subtracted from any available funded salary schedule adjustment in excess of the obligation and shall be paid by delaying the start date of the adjustment to the salary schedule.

9.2.2 Should there be insufficient dollars from Item 1 above, costs in excess of negotiated benefit obligation of the District shall be charged to the group members, divided equally by all employees; and a monthly deduction from payroll shall begin October 1 of the subsequent year. The amount deducted shall be calculated to repay the total excess by June 30 of the same fiscal year.

Should the actual costs for health benefits exceed the negotiated maximum District contribution, the District agrees to negotiate the effects of the overage prior to October 1 of the following year. In the absence of an agreement by October 1, articles 9.2.1 and 9.2.2 shall be implemented as stated.

9.3 Mandated Spousal or Domestic Partner Coverage Requirement:

The spouse or domestic partner of an employee covered by the District's health plan, who is eligible for medical benefits in the spouse's or domestic partner's group health plan, shall enroll in the spouse's or domestic partner's group health plan when becoming eligible. Should such enrollment not take place, the monthly contribution for medical coverage shall increase as follows:

	<u>Family Plan</u>
All employees	\$150.00/month

For employees hired on July 1, 2015 and after, the spouse or domestic partner of an employee covered by the District's health plan, who is eligible for medical benefits in the spouse's or domestic partner's group health plan, shall enroll in the spouse's or domestic partner's group health plan when becoming eligible in order to be eligible for the District's health plan.

9.4 Effective November 1, 2013, the following benefit plan changes shall become effective:

9.4.1 Services will only be covered benefit if they are provided by members of the Anthem/Blue Cross network (or any subsequent network). Exceptions to this shall be:

- a. A non-participating provider is pre-approved;
- b. A non-participating provider will accept the plans coverage and rate; or
- c. Emergency services provided out-of-state. Non-emergency out-of-state services must be pre-approved.

9.4.2 Visits to emergency rooms shall have a co-pay of \$150.00 per emergency room visit. Should the member be admitted to the hospital because of the emergency room visit the co-pay shall be reduced to \$75.00.

9.5 **Mandatory and/or Compulsory Leave:** An employee who is on a mandatory and/or compulsory leave of absence due to a sex offense specified in Education Code 44010 or a controlled substance offense specified in Education Code 44011 shall have the option of continuing the full range of normal employee health and welfare benefits during the entire period of such leave at the employee's sole expense, which also includes the normal District contribution.

ARTICLE X - HOLIDAYS

- 10.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with the following paid holidays:
- 10.1.1 New Year's Day - January 1
 - 10.1.2 Martin Luther King Day
 - 10.1.3 Lincoln's Day
 - 10.1.4 President's Day - Third Monday in February
 - 10.1.5 Spring Vacation Day - Friday prior to Easter Sunday (Good Friday)
 - 10.1.6 Memorial Day - the last Monday in May
 - 10.1.7 Independence Day - July 4
 - 10.1.8 Labor Day - the first Monday in September
 - 10.1.9 Veterans' Day - November 11
 - 10.1.10 Thanksgiving Day - the Thursday proclaimed by the President
 - 10.1.11 Friday following Thanksgiving (in lieu of Admission Day)
 - 10.1.12 Christmas Eve - December 24
 - 10.1.13 Christmas Day - December 25
 - 10.1.14 New Years' Eve - December 31
- 10.2 Additional Holidays: Every day declared by the President or Governor of this State as a public fast, mourning, Thanksgiving, or holiday and requiring the schools to be closed, or any day declared a holiday by the Governing Board under Education Code Section 37220 or its successor, shall be a paid holiday for all employees in the bargaining unit.
- 10.2.1 On the last work day preceding Spring Vacation Recess and the last work day prior to Christmas Eve, twelve month eight (8) hour employees shall be allowed to leave their job site thirty (30) minutes before their normal quitting time.
- 10.3 Holidays on Saturday or Sunday:
- 10.3.1 When a holiday falls on a Saturday, the preceding work day not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following work day not a holiday shall be deemed to be that holiday.
 - 10.3.2 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.
- 10.4 Professional Development Days: The District agrees to work with CSEA in planning appropriate in-service activities on Professional Development Days for classified employees.
- 10.5 Holiday Eligibility: Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 10.5.1 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1, or Spring Vacation Day, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE XI - VACATION PLAN

- 11.1 Eligibility: All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal-year basis, July 1 - June 30.
- 11.2 Paid Vacation: Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned.
- 11.3 Vacation Accumulation: Members of the bargaining unit shall earn vacation in accordance with the following schedule:
- | | |
|---------------------------------------|------------------------------|
| 1 month through 5th year of service | 1 vacation day per month |
| 6th year through 10th year of service | 1.25 vacation days per month |
| 11th year of service | 1.33 vacation days per month |
| 12th year of service | 1.42 vacation days per month |
| 13th year of service | 1.50 vacation days per month |
| 14th years of service | 1.58 vacation days per month |
| 15th year of service | 1.67 vacation days per month |
- 11.4 Vacation Pay: Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 11.5 Vacation Pay Upon Termination: When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 11.6 Vacation Postponement:
- 11.6.1 If a bargaining unit member's vacation is scheduled during a period when he/she is on leave due to illness or injury, he/she may request that the vacation date be changed. Upon verification by a medical provider, the District shall grant said request. The bargaining unit member may elect to have the vacation rescheduled in accordance with the vacation schedule available at that time or may request to carry over the vacation hours to the following year, subject to accrual limitations as stated in 11.7, below.
- 11.6.2 If, for any reason, a bargaining unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year or be paid for in cash, subject to accrual limitations as stated in 11.7, below.
- 11.7 Vacation Carry-Over: Upon the written approval of the immediate supervisor, a bargaining unit employee may carry over fifteen (15) days of vacation from the fiscal year succeeding the vacation accrual years. Approval for vacation carryover in excess of fifteen (15) days must be obtained in writing from the Superintendent or his/her designee. At the option of the district, days in excess of fifteen (15) at the close of the fiscal year shall either be compensated in cash or scheduled to be taken by the district. All requests for buy-out shall be submitted in writing to the Personnel Office during the period July 1 through July 30 of each year. Requests submitted during other times of the year shall not be accepted.
- 11.8 Holidays: When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

11.9 Vacation Scheduling:

11.9.1 If more than one (1) successive vacation day is requested, employees requesting vacation leave shall do so ten (10) work days prior using the District's automated system. The supervisor shall respond within five (5) working days or automatic approval is granted.

11.9.2 If there is any conflict between employees who are working on the same or similar operations as to when vacation shall be given, the first employee to submit a request for time off should be the one to receive that time off.

11.9.3 Up to 20% of the maintenance department may be approved for vacation unless the District's work requirements would be adversely affected. In any event, the District may not limit to less than one (1) employee on vacation, even if work requirements are affected.

11.9.4 Whenever an emergency verified by the Superintendent is the cause for the District's cancellation of a scheduled vacation, the employee shall be given first consideration to reschedule during a time which would not conflict with any other employee's previously scheduled vacation.

11.9.5 Vacation time shall be taken in increments of no less than one hour.

11.9.6 Verification from a medical provider shall be required for use of sick leave by an employee during a period of time when that employee's request for vacation time for the same period of time was denied.

11.10 Interruption of Vacation: An employee in the bargaining unit 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 employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

11.11 Elementary special education instructional assistants at year-round site shall have the option of receiving pay or taking vacation days.

ARTICLE XII - LEAVES

- 12.1 Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of three (3) days in state or five (5) days if out-of-state travel is involved. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, step-parent, step-son, step-daughter, brother-in-law, sister-in-law, or any relative of either employee or spouse living in the immediate household of the employee.
- 12.2 Jury Duty: An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular assigned shift commences at 2:00 p.m. or after and who is required to serve or be in attendance at court for four (4) hours or more shall be relieved from work with pay. All others must report to work after being dismissed by the court.
- 12.3 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.
- 12.4 Sick Leave:
- 12.4.1 Leave of Absence for Illness or Injury: An employee employed five (5) days a week with full pay for a fiscal year by the district shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the district.
- 12.4.2 An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
- 12.4.3 An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 12.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 12.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. 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.
- 12.4.6 Pregnancy shall be treated as an illness for the purposes of sick leave.

- 12.4.7 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.
- 12.4.8 Routine medical appointments shall be made during non-working time. If this is not possible, the employee must report to work before and/or after the appointment.
- 12.4.9 Pattern of sick leave abuse: Established patterns of four (4) or more absence slips submitted for sick leave use before and/or after weekends, holidays, pay days, and vacations within a fiscal year, shall be considered a pattern of sick leave abuse. The employee's immediate supervisor may request a doctor's verification of such absence if abuse is suspected.
- 12.4.10 When sick leave is exhausted, the bargaining unit member shall submit a medical practitioner's statement for each absence. In the absence of such statement, full hourly-rate dockage shall be charged. Telephone advice is not an acceptable verification of illness or injury.
- 12.4.11 An employee absent from work due to illness or injury must report their absence as soon as possible and no less than two (2) hours before their shift begins or the employee will be subject to discipline up to and including termination. The District may waive such discipline at its sole discretion with less than two (2) hours notice in the event of the employee's emergency.
- 12.5 Industrial Accident and Illness Leave: In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this State, employees shall be entitled to the following benefits:
- 12.5.1 An employee who has completed twelve (12) months of continuous service to the District, 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 accident 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. The leave shall commence with the first day of absence and must be reported to the immediate supervisor within twenty-four (24) hours of the injury or illness. A partial day absence under this section will reduce the available Industrial Accident and Illness leave by one (1) full day, regardless of whether an employee is receiving a workers' compensation award.
- 12.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this State, exceed the normal wage for the day.

12.5.3 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 Worker's 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 Worker's Compensation award, provides for a day's pay at the regular rate of pay.

12.5.4 Any time an employee on industrial accident or illness leave can return to work without restriction, he/she shall be reinstated in his/her position without loss of pay or benefits.

12.6 Entitlement to Other Sick Leave: When a member of the bargaining unit is absent from duty on account of illness or accident for a period up to one hundred (100) days or less, whether or not the absence arises out of the course of employment of the employee, the amount deducted from the salary due the employee during this period will be fifty per cent (50%) of the employee's regular rate of pay upon exhaustion of all accumulated sick leave. The one hundred (100) day period shall be inclusive of any sick leave. The District may require doctor verification of illness following exhaustion of regular sick leave. Such verification shall be submitted within five (5) days of the absence or within five (5) days of the District's request for verification.

12.6.1 Entitlement to other sick leave shall normally not be utilized for any illness or injury of less than ten (10) consecutive work days in duration. The Superintendent/Designee may waive this ten (10) day qualifying period in any individual case. Waivers granted shall not establish precedent for future cases.

12.6.2 A partial day absence under this section will reduce the 100 days of allotted leave by one (1) full day. The District may require that the bargaining unit member provide medical certification of an illness prior to the approval of this leave.

12.6.3 In the event of a partial day absence after exhaustion of accumulated sick leave, the employee will be entitled to either 50% of their regular rate of pay or the percentage of their regular rate of pay equal to the percentage of the work day for which they were present, whichever is greater.

12.6.4 A bargaining unit member who exhausts all available leave and is placed on a reemployment list must provide written documentation from a physician stating the effective date he or she is able to assume the duties of his or her position and any restrictions, if applicable. When medically cleared to assume the duties of his or her position, after the first documented offer by the District for a vacancy which provides hours per day, days per year and rate of pay equivalent to the individual's previous assignment, it is the responsibility of the former employee to self-monitor the vacancies posted by the District in the classification of his or her previous assignment and to apply for any such position using the processes and procedures described within this Agreement.

An individual applying to return from the reemployment list following exhaustion of leaves does not have preference over any other internal applicant when applying for a vacancy that would be defined by this Agreement as a promotion from his or her previous assignment. Such individual will be given first consideration over outside applicants if there are no distinguishing differences per Article 13.3.2.

12.7 Break-In Services:

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

12.7.2 Upon return, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick leave, holidays or other leave benefits and such time shall not be considered as time in service for vacation entitlement.

12.8 Personal Necessity Leave: Up to twenty (20) days per fiscal year of absence earned for sick leave under Section 12.4 of this Article may be used by the employee, at his/her election, in cases of personal necessity on the following basis:

12.8.1 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 12.1 of this Article.

12.8.2 As a result of an accident or illness involving an employee's person or property, or the person or property of his/her immediate family. Immediate family for personal necessity leave shall be defined as husband, wife, mother, father, son, daughter and any relative of either spouse living in the immediate household of the employee. Bereavement purposes are excepted from this definition.

12.8.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party or witness, to meet with attorneys, attend parent conferences, conduct legal matters as a parent or spouse, or to attend IRS audits or appeals or to sign escrow papers for out-of-town property transactions.

12.8.4 Such other reasons approved by the District.

- 12.8.5 Applications for the use of Personal Necessity Leave must be submitted so that they may be received by the District personnel office at least five (5) days prior to the days upon which the employee is to be absent except that such notification need not be submitted to items 12.8.1 and 12.8.2 above.
- 12.8.6 Upon return from a Personal Necessity Leave, bargaining unit members shall be required to complete absent verification forms provided by the District and to submit such verification as may be required.
- 12.8.7 Absence due to death of a niece, nephew, aunt or uncle.
- 12.8.8 One day for attending local funerals.
- 12.9 Child-Rearing Leave: An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his/her child. Such leave shall be for a maximum period of three (3) months and shall be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence.
- 12.10 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 mutually acceptable to the District and an employee.
- 12.11 The District may require and the employee shall provide any verification the District deems necessary to determine the appropriateness of leave utilization under this agreement.
- 12.12 Sick Leave Incentive:
- 12.12.1 Any unit member who is employed on a full-time basis for a full year, and who uses a combined total of one (1) day of sick leave and/or personal necessity leave during that school year, shall be eligible to receive a non-repetitive stipend of two hundred and fifty dollars (\$250.00) for that year.
- 12.12.2 Payment of the above-described stipend shall be made to employee in the July warrant following the last day of each school year in which eligibility has been established, or as soon thereafter as is practicable. No increment shall be paid if more than one (1) leave days are used in any school year period of eligibility.
- 12.12.3 Unit members who are employed for a full school year but who work less than a full-time basis, shall be eligible to receive only an amount of the stipend that is proportionate to his/her total work hours compared to the annual number of work hours possible for the work year for a full-time unit member.
- 12.13 Personal Business Leave:
- 12.13.1 A bargaining unit member shall be entitled to the use of up to two (2) days annually during which he/she may be absent from his/her regularly assigned duties for the purpose of conducting personal business.
- 12.13.2 These days shall not be used for:
- 12.13.2.1 Any form of concerted activity by the chapter or employees generally.
- 12.13.2.2 Social or recreational activities.

12.13.2.3 Other employment or entrepreneurial activities.

12.13.3 Except in cases of immediate need, an employee wishing to utilize the leave made available through this provision shall be required to notify his/her immediate supervisor at least five (5) days in advance of the time which he/she intends to be absent.

12.13.4 The use of such leaves shall be charged against the credited and/or accumulated sick leave in the employee's sick leave account.

12.14 When a leave, other than vacation, is granted, the bargaining unit member has a contractual obligation to the District to utilize the leave period for the purpose specified. A bargaining unit member on paid leave of absence shall not engage in any form of compensated outside employment, formal education, and/or recreational travel which is additional to that which he/she was engaged in concurrently with his/her service to the District.

12.15 A bargaining unit member exercising a leave of absence shall notify his/her immediate supervisor, or designated contact person, as soon as possible and no less than two (2) hours prior to the beginning of their absence to allow the District to secure substitute services. Bargaining unit members must also notify the District's automated system within the same timeframe. The notification described herein shall also include an estimate of the expected duration of the absence.

ARTICLE XIII - TRANSFERS, PROMOTIONS AND JOB VACANCIES

- 13.1 Classified employees are eligible to file a written transfer request for consideration for any advertised vacancy. Transfer requests must be submitted electronically via the District's website and may be accompanied by any additional information the employee desires to submit. An employee may not be eligible to be considered for a transfer if their most recent evaluation was not satisfactory.
- 13.2 The decision regarding the transfer of unit personnel is solely the responsibility of the District except as provided in this article. Every reasonable effort will be made to acknowledge all transfer requests.
- 13.3 When the District determines that a vacancy exists, it shall advertise a notice of vacancy pursuant to 13.6 below. Requests for transfers from unit members within the class shall be given first consideration.
- 13.3.1 In filling a vacancy, the District shall consider bargaining unit applicants under both transfer and promotion provisions of this Agreement.
- 13.3.2 In filling a vacancy, qualifications shall be job related as measured by the following indicators: training, experience, work history, attendance, written tests or exercises, job performance, oral examinations, and/or interview results as determined by the interview committee. If there are no distinguishing differences between eligible candidates in considering these factors, the most senior applicant for the position shall be awarded the position.
- 13.3.3 Whenever there are five (5) or more permanent employees who fully qualify for the vacant position per the criteria referenced in Article 13.3.2, and who have completed the appropriate application, the District will select from among those qualified candidates.
- 13.3.4 If less than five (5) transfer applications are received, the applicants will be considered along with promotional outside applicants for the position.
- 13.4 Only applications meeting all requirements will be considered for a posted vacancy. Appropriate supervisory and/or Human Resources personnel will screen all applications and identify interviewees based on the criteria referenced in 13.3.2.
- 13.5 Employees in the bargaining unit shall be given first consideration in filling any bargaining unit job vacancies. The employer shall inform all employees submitting requests for consideration for a vacancy of the disposition of their request in writing within five (5) days. If an employee's request to fill a vacancy is not granted, the employee shall be entitled to a meeting with the superintendent to discuss the reasons why the request was denied. At the employee's request, a CSEA labor representative may be present.
- 13.6 Posting of Notice: Notice of job vacancies shall be posted on the District's website. The vacancy notice shall remain posted for a period of at least five (5) working days during which time applicants may apply for the vacancy.
- 13.6.1 Vacancies in night custodian positions will not be posted. Employees will be given the opportunity to indicate their interest in transferring to any night custodian position, and vacancies will either be filled from the transfer request list or from the custodian eligibility list. Notices to remind bargaining unit members will be sent out twice a year.

- 13.7 Administrative Transfers: Transfers of bargaining unit members on a temporary or permanent basis may be initiated by the District management at any time such transfer is in the best interest of the District as defined by the District management. A unit member affected by such transfer shall be given written notice prior to the transfer and when requested a conference will be held between the appropriate management person and the unit member in order to discuss the reasons for the transfer.
- 13.8 Medical Transfers: The District may give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with CSEA and concurrence of the employee.
- 13.9 Vacancies: The District agrees not to create two positions out of one vacancy in order to eliminate fringe benefits. The District, also, agrees to notify CSEA if they are going to reduce the number of hours in a vacancy or if they decide not to fill the vacancy. The District further agrees to negotiate with CSEA any plan to reduce a vacancy to less than five (5) hours when the original position was more than five (5) hours.
- 13.10 The District to comply with the existing laws on using substitutes (60 days).
- 13.11 A promotion shall be defined as any of the following:
- 1) A change in a position that results in an increase in salary range;
 - 2) A change from one job classification to another job classification, even if the salary range remains the same; or
 - 3) An increase in hours per day and/or an increase in days per year.
- Each promotion, as defined in this Article, shall require a new twelve-month probationary period. If an employee fails to meet the requirements during the probationary period, at the discretion of the District, he/she shall be placed in a position within the classification from which he/she was promoted or the employee shall work in that capacity and be compensated at the range associated with their former classification until such time as a position becomes available within the classification from which he/she was promoted.
- 13.12 New employees shall not be eligible for a subsequent promotion until completion of their probationary period or a satisfactory evaluation is completed.
- 13.13 Any employee in a split position may not resign from only a portion of their total assignment without District approval.
- 13.14 Any employee that takes a leave during their probationary period will have their probationary period extended the same number of days they were on leave.
- 13.15 An employee shall not be eligible to be considered for a promotion if their most recent evaluation in their current position was 'Needs to Improve' or 'Unsatisfactory'.

ARTICLE XIV - LAYOFF AND RE-EMPLOYMENT

- 14.1 The Board agrees to comply with Education Code Sections 45308 and 45298 or its successors and other applicable laws with corresponding decisions of courts of appropriate jurisdiction.
- 14.2 Before any layoffs occur, the District will meet with CSEA to review proposed layoffs, establish notification dates, displacement rights of employees and formulate re-employment procedures.
- 14.3 Effects of Layoff:
 - 14.3.1 Unit members who are separated from service, or have their hours reduced to a level where they would not be eligible for benefits, as a result of a layoff process shall be entitled to medical coverage, in the same manner as if they were employed, for a period of three (3) additional months. This coverage will not be available if the laid-off employee has access to medical coverage through another employer or through spousal coverage.
 - 14.3.2 Upon request to the District Personnel office, an employee who has been notified of his/her impending layoff shall receive assistance in Resume Writing, Employment Search and Interviewing Techniques.

ARTICLE XV - DISCIPLINARY ACTION

15.1 Exclusive Procedure: Discipline shall be imposed upon bargaining unit employees only pursuant to this Article.

15.2 Disciplinary Procedure:

15.2.1 Discipline shall be imposed on permanent employees of the bargaining unit only for just cause. Just cause may include but is not limited to any of the following:

15.2.1.1 Incompetence or inefficiency in the performance of the duties of his/her position.

15.2.1.2 Insubordination (including but not limited to, refusal to do properly assigned work).

15.2.1.3 Carelessness or negligence in the performance of duty or in the care of district property.

15.2.1.4 Discourteous, offensive or abusive language or conduct toward another employee, a pupil, or a member of the public.

15.2.1.5 Dishonesty.

15.2.1.6 Drinking alcoholic beverages or consuming illegal drugs on the job, or reporting for work while intoxicated, under the influence of controlled, uncontrolled or illegal drugs.

15.2.1.7 Addiction to the use of narcotics.

15.2.1.8 Personal conduct unbecoming an employee of the district.

15.2.1.9 Engaging in political activity during assigned hours of employment or otherwise in violation of applicable regulations or policies of the governing board.

15.2.1.10 Conviction of any crime involving moral turpitude.

15.2.1.11 Arrest for a sex offense as defined in Education Code Section 44010 (suspension) and dismissal if found guilty.

15.2.1.12 Conviction of a narcotics offense as defined in Section 40011 of the Education Code.

15.2.1.13 Repeated and unexcused absence or tardiness.

15.2.1.14 Abuse of leave privileges.

15.2.1.15 Falsifying any information supplied to the school district, such as information supplied on application forms, employment records, or other district records.

15.2.1.16 Persistent violation of or refusal to obey safety rules and regulations made applicable to public schools by the governing board or the laws and regulations of the state.

- 15.2.1.17 Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 15.2.1.18 Willful or persistent violation of the Education Code or policies or regulations of this district.
- 15.2.1.19 Any willful failure of good conduct tending to injure the public service.
- 15.2.1.20 Abandonment of position, defined as more than two (2) consecutive days where the employee does not report to work or report their absence using the mechanisms outlined in this Agreement.
- 15.2.1.21 Advocacy or overthrow of federal, state, or local government by force, violence or other unlawful means.
- 15.2.2 Discipline less than discharge will be undertaken for corrective purposes only.
- 15.2.3 No disciplinary action will be initiated for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two years preceding the date that the District files the notice of disciplinary action.
- 15.2.4 When the district seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing, and served in person or by registered or certified mail, at his/her last known address, upon the employee. The notice shall contain a statement in ordinary and concise language of the specific act and omissions upon which the disciplinary action is based. The statement shall also include times, dates, and location of chargeable actions or omissions, the penalty proposed, and a notice of the employee's right to make use of the appeal procedure to dispute the charges or the proposed penalty. The District shall provide copies of employee rights, appeal process, procedures and request form for appeal.
- 15.2.5 Disciplinary action includes but is not limited to dismissal, demotion or suspension.
- 15.2.6 Suspension is a temporary removal from the employment of the District (without pay) not to exceed twelve (12) days. If applicable, the employee shall remain in benefitted status during the period of the suspension.
- 15.2.7 Any proposed penalty, with the exception of an unpaid suspension not to exceed twelve (12) days or a suspension pending dismissal, shall not be implemented until the employee has exhausted his/her rights under the Skelly decision and the appeal procedure.
- 15.2.8 An employee may be relieved of duties with or without loss of pay at the option of the District.

15.2.8.1 If the decision is to suspend without pay, the employee must be given sufficient advance notice of the disciplinary action in order for the employee to review the material upon which the action is based, to draft an answer, meet the representative and to have the written or oral response considered by the authority who recommended discipline prior to the actual imposition of the discipline. Failure of the employee to make a written or oral response as provided will constitute a waiver of this provision, provided, however, that the employee shall have at least five (5) working days after service prior to any formal action being taken.

15.2.9 CSEA and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employees' presence would lead to a clear and present danger to the lives, safety, or health of students or fellow employees, the District may immediately suspend the employee without pay.

15.3 Appeal Procedure:

15.3.1 When a notice of disciplinary action has been served on a bargaining unit employee, he/she shall have the right to elect to schedule an informal hearing (Skelly decision) with the Superintendent or his/her designee.

15.3.2 If the employee is not satisfied with the decision resulting from the superintendent, the employee and CSEA representative may elect to appeal to the Governing Board at its next regularly scheduled meeting. The employee shall have the choice to have the Board hearing in open or closed session. At this meeting, the employee may present testimony, witnesses and any other materials and also be represented by his/her representative.

15.3.3 The District may opt to suspend a classified employee without pay pending dismissal, following the Skelly meeting.

Following an informal hearing with the superintendent or his/her designee as outlined in section 15.3.1, if the employee appeals to the Governing Board then the District may still elect to suspend the bargaining unit employee without pay pending the hearing. Should the Governing Board find in favor of the employee, the employee shall be entitled to be fully compensated for any period of time the employee was in unpaid status.

15.3.4 In any disciplinary proceeding, the burden of proof shall lie with the District.

15.3.5 The Board shall, within five (5) days of such hearing, deliver to the employee and his/her representative in writing their decision, which shall be final and shall not be subject to the formal grievance procedure of this contract.

15.4 Report of Convictions: Any bargaining unit member who is convicted of any alcohol and/or controlled substance offense must immediately notify the District. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for purposes of this Article. A bargaining unit member convicted of such an offense may be subject to discipline up to and including dismissal.

15.5 Electronic Record Keeping Devices: Electronic devices and services including, but not limited to, timeclocks, e-mail, absence management systems, ID badge scanners, GPS fleet trackers, District issued mobile phones and radios, electronic locks, Video Cameras, and alarm systems, may be utilized at any time to ensure security of district property as well as staff and student safety. Information gathered in their use may be used in formal evaluations and as the basis for discipline up to and including dismissal.

15.6 Absence Without Leave:

15.6.1 Automatic Resignation: Absence without approved leave (without notification to the District) for more than five (5) consecutive work days, is an automatic resignation as of the last day on which the bargaining unit member actually rendered service. Any absences without approved leave, whether with notification or for five (5) days or less, may still subject the unit member to discipline up to and including termination.

15.6.2 Notice: The District shall serve notice of the automatic resignation on the bargaining unit member. Such notice shall be served, by certified mail or personal service, at the bargaining unit member's last known address.

15.6.3 Reinstatement:

A bargaining unit member may apply for reinstatement to his/her position under the following conditions:

15.6.3.1 The bargaining unit member must seek reinstatement from the Superintendent or his/her designee, in writing, within fifteen (15) calendar days of receipt of the notice of automatic resignation. The bargaining unit member will only be considered for reinstatement if he/she makes an explanation of his/her absence which is acceptable to the District.

15.6.3.2 If the bargaining unit member makes an explanation of his/her absence which is acceptable to the District, the bargaining unit member must be able to return to the full range of his/her duties on the date on which he/she seeks reinstatement or must have prior written approval of a continued leave of absence from the Superintendent or his/her designee.

15.6.3.3 A bargaining unit member who is reinstated shall not be compensated for the period of his/her absence or separation and shall not accrue seniority, nor entitlement to any other benefit for his/her period of absence or separation.

ARTICLE XVI - GRIEVANCE PROCEDURE

- 16.1 Definition: A grievance is defined as any complaint of an employee or employees or CSEA Chapter 38 involving the interpretation, application or alleged violation of this Agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
- 16.2 Procedure: Grievances shall be handled in the following manner:
- 16.2.1 Step One: Informal level - Before filing a formal written grievance, the grievant should attempt to resolve it by an informal conference with his/her immediate supervisor.
- 16.2.2 Step Two: Within ten (10) days after the grievant becomes aware of the occurrence of the act or omission giving rise to the grievance, the grievant may individually or through his/her local CSEA Representative present his/her grievance in writing on the District Classified Grievance Form to his/her immediate supervisor. This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section and paragraph of this Agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought. The Supervisor or his/her designee shall communicate his/her decision to the employee in writing within five (5) days after receiving the grievance. Within the above time limits, either party may request a personal conference.
- 16.2.3 Step Three: If the grievance is not satisfactorily adjusted by the immediate Supervisor, or if the immediate Supervisor fails to respond in accordance with Step Two, the grievant may individually or through the Job Representative submit the grievance in writing to the next level of supervisor within five (5) days of the response from the immediate Supervisor or within five (5) days after the immediate Supervisor fails to respond in accordance with Step Two. Within five (5) working days after the receipt of the grievance at Step Three, the next level of supervision shall hold a meeting at which the grievant and Job Representative and the immediate Supervisor of the grievant shall be present to discuss and seek to resolve the grievance. The grievant and the Job Representative shall be notified in writing of the response at Step Three within five (5) working days after the meeting.
- 16.2.4 Step Four: If the grievance is not satisfactorily adjusted at Step Three or if the procedures called for at Step Three are not followed, the grievant may individually or through his/her Job Representative submit the grievance in writing to the District Superintendent within five (5) working days of the receipt of the response at Step Three or within five (5) days after the time periods called for in Step Three have passed. Within five (5) working days of the receipt of the grievance at Step Four, the Superintendent or his/her designee will meet with the grievant and his/her Job Representative in an attempt to resolve the grievance. Within five (5) working days after this meeting, the Superintendent shall deliver to the grievant and the Job Representative the response of the grievance.

16.2.5 Step Five: If the grievance is not satisfactorily adjusted by the Superintendent, the grievant may individually or through his/her Job Representative submit the grievance in writing to the Governing Board within five (5) working days of the receipt of the response of the Superintendent or within ten (10) days of the failure of the Superintendent to respond in accordance with Step Four. The Governing Board will schedule a hearing on the grievance within ten (10) working days. At that meeting, the grievant and the Job Representative shall have an opportunity to testify, present evidence and witnesses pertaining to the grievance. Within five (5) working days after this meeting, the Governing Board will deliver to the grievant and his/her Job Representative its written response to the grievance.

The decision of the Governing Board shall be final and no further procedure is available to the grievant or CSEA within the provisions of this Agreement.

16.3 Group Grievances: If the grievance involves employees with different immediate Supervisors, the grievance may be filed at Step Three. If the grievance involves employees, not all of whom have the same supervision at Step Three, the grievance may be submitted at Step Four.

16.4 Policy Grievances: If the grievance involves District-wide practice or interpretation of this Agreement, the grievance may be submitted by CSEA at Step Four.

16.5 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. CSEA shall be provided copies of any grievances filed by employees directly and any responses by the district. Prior to any resolution of any grievance, CSEA shall 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. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.

16.6 Grievance Witnesses: The District shall make available for testimony in connection with the grievance procedure any District employees whose appearance is requested by the grievant or CSEA. Any employee witnesses required to appear in connection with this article shall suffer no loss of pay.

16.7 Grievance Processing During Regular Working Hours: The grievant and the CSEA Job Steward shall be entitled to process a grievance with no loss of pay or benefits.

16.8 Separate Grievance File: All materials concerning an employees' grievance shall be kept in a file separate from the employee's personnel file which file shall be available for inspection only by the employee, the CSEA Job Representative and those management, supervisory and confidential employees directly involved in the grievance procedure.

16.9 The following Articles are subject to Advisory Arbitration:

Article III	Employee Rights
Article VI	Hours and Overtime
Article VIII	Employee Expenses and Materials
Article XIII	Transfers, Promotions, Job Vacancies

ARTICLE XVII - WORKING CONDITIONS

THIS ARTICLE DELETED UNTIL SUCH TIME AS SCHOOL DISTRICT TRANSPORTATION OPERATION IS NO LONGER CONTRACTED WITH AN OUTSIDE VENDOR.

ARTICLE XVIII - SAFETY

- 18.1 The Board shall exert reasonable effort to provide bargaining unit employees with safe working conditions. Employees will exert reasonable effort to perform assigned duties in a safe, healthful manner and will report potential unsafe conditions to immediate supervisors.
- 18.2 Safety Committee: The Safety Committee shall include at least two (2) members of the bargaining unit, one who will serve as co-chair. The committee shall make recommendations to the District concerning improvements in health, safety and sanitation.
- 18.2.1 The Safety Committee shall meet at least every three (3) months.
- 18.3 Release Time: The bargaining unit members of the Committee shall be allowed reasonable release time to carry out their obligations under Section 18.2.
- 18.4 The District shall include the Safety Committee names and work sites in the school directory.
- 18.5 Searches: The District reserves the right to conduct reasonable suspicion searches of District premises (this includes, by way of illustration and not limitation: lockers, district-owned electronic devices, and equipment) and to implement any other measures necessary to protect District property as well as ensure a safe and alcohol/drug-free work place.
- 18.6 Use of Controlled Substances: Doctor prescribed and over-the-counter medications may be used by bargaining unit members provided the use of such medications do not affect the bargaining unit member's job performance. If a bargaining unit member is taking a prescribed or over-the-counter medication that may impair the bargaining unit member's ability to operate a motor vehicle or other assigned equipment, the bargaining unit member shall inform his/her supervisor of the restriction.
- 18.7 It is agreed and understood that at the beginning of each school year, employees will be given a portion of a Professional Development Day or any duty day where there are no students, in which to work on the safety training which has been mandated by law or mutually agreed upon by the District and the Association. Access to the safety training modules will be given to employees beginning July 1st. Employees may complete the safety training at any time between July 1st and September 1st on their own. All safety training must be completed by September 1st. Employees, who complete their training prior to the designated day as agreed, may use the portion of the day dedicated to mandated or safety training to work on other projects. Employees hired after September 1st have four weeks from the date of hire to complete any training mandated by law or mutually agreed upon by the District and the Association. Employees who fail to meet the timelines delineated in this Article may be subject to discipline up to and including dismissal.

ARTICLE XIX - CONTRACTING AND BARGAINING UNIT WORK

- 19.1 Restriction on Contracting Out: The District agrees not to contract out work, except as allowed in the California Education Code, the California Government Code and the Educational Employment Relations Act of 1976.

ARTICLE XX - SEVERABILITY

- 20.1 Savings Clause: If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain 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.
- 20.2 Parties will meet within twenty (20) work days to rewrite the invalidated provisions to bring it into conformance with the law.
- 20.3 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over district practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

ARTICLE XXI - NEGOTIATIONS

- 21.1 No later than April 1 of the calendar year in which this Agreement expires, the Board and Association shall meet and negotiate for the purpose of identifying a new agreement.
- 21.2 Prior to negotiations on a successor Agreement, all requirements regarding public notice shall be met.
- 21.3 If notice has been given in accordance with the preceding sections and the parties have not been able to agree upon terms of a new Agreement within thirty (30) days prior to expiration date of this Agreement, either party may institute impasse procedures in accordance with the rules of the Public Employees' Relations Board (PERB).
- 21.4 CSEA shall have the right to designate five (5) employees, who shall be given release time equal to approximately fifty (50) per cent of the actual time spent in negotiations.
- 21.5 Any additions or changes in this Agreement shall not be effective unless reduced to writing and signed by both parties.
- 21.6 This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.

ARTICLE XXII - SALARIES

22.1 Salaries:

22.1.1 The 2006-2007 salary schedule shall be adjusted by 4.53% effective July 1, 2007.

22.1.2 Longevity Pay:

\$45 per month at year 10
\$90 per month at year 15
\$135 per month at year 20
\$180 per month at year 25

Longevity pay is prorated for those working less than eight (8) hours per day. Full-time employees shall receive longevity pay for twelve (12) months. Others shall be pro-rated to actual months worked.

ARTICLE XXIII - MISCELLANEOUS

- 23.1 Hours of Vacant Position: The District may revise (increase, decrease, leave same) the hours of any vacant position prior to the employment of a person to fill the position. All changes in the number of hours assigned will be in accordance with applicable provisions of this agreement and will not be reduced in order to eliminate a benefit package. (See 13.10)
- 23.2 Changes in Job Description: The District may make necessary changes in the job description of any/all bargaining unit member. Prior to making any such change, the Director of Personnel/Designee will review the change(s) with the involved unit member(s) and the Chapter #38 President/Designee. Both parties, upon agreement, will sign off any Job Description changes.
- 23.3 Seniority: The seniority for all employees shall be based on date of hire.
- 23.4 Effective July 1, 1993, employees who choose to terminate their employment with the District and subsequently return to District employment shall have their seniority date established as the date of their return to the District. However, former employees returning within one year shall be able to reinstate any sick leave earned and accumulated prior to their leaving the District.
- 23.5 District employees who wish to take adult school classes to improve their current job skills will be allowed to enroll in such classes at no cost, contingent upon:
- A. District approval as to the appropriateness of the class for the employee.
 - B. Space available in the adult school class.

ARTICLE XXIV - RECLASSIFICATION

- 24.1 Definition: Reclassification shall mean the redefining of a position to account for changes in duties, responsibilities or work that alters the nature of the classification of the position. Changes for advancement in Maintenance I, II and III and Instructional Assistant I and II shall be contingent on two consecutive satisfactory evaluations and in accordance with current job descriptions and not subject to the reclassification process. For advancement in Maintenance where an exam is required, only one attempt may be made per year and must occur no sooner than November 1 and no later than December 1.
- 24.2 Timing of Requests for Reclassification: All requests for reclassification of positions shall be filed no sooner than November 1 and no later than December 1, with the District and the CSEA President unless otherwise agreed upon by the District and CSEA.
- 24.3 Contents of Request: All requests for reclassification shall be submitted to the District's Personnel Office. The District shall forward six (6) copies to the CSEA President/Designee, which shall contain the following:
- 24.3.1 A cover letter stating an overview of the request.
 - 24.3.2 A current job description.
 - 24.3.3 A proposed job description.
 - 24.3.4 A letter outlining the additional duties acquired over a period of time that differs from the current job description and justifying the request.
 - 24.3.5 An historical overview of the new duties.
 - 24.3.6 The current and proposed salary ranges.
 - 24.3.7 Any other relevant information and data justifying the request.
- 24.4 The District and CSEA shall meet as soon as practical thereafter to negotiate the requests for reclassification.
- 24.5 Employees may file/refile each November during the term of this Agreement.

ARTICLE XXV - CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the terms of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District agrees to no lockout during the terms of this Agreement.

ARTICLE XXVI - YEAR-ROUND SCHOOL

THIS ARTICLE DELETED UNTIL SUCH TIME AS YEAR-ROUND SCHOOL IS RE-ESTABLISHED.

ARTICLE XXVII - MANAGEMENT RIGHTS

- 27.1 Retained Rights: It is understood and agreed that the Board retains all of its powers and authority to direct, manage, and control its operation to the full extent of the law, except as modified, abridged or limited by the specific terms of the Agreement.
- 27.2 Duties and Powers: By way of illustration, and not limitation, these duties and powers include the exclusive right to:
- 27.2.1 determine its organization;
 - 27.2.2 direct the work of its employees;
 - 27.2.3 determine the times and hours of operation;
 - 27.2.4 determine the kinds and levels of services to be provided and the methods and means of providing them;
 - 27.2.5 establish the educational philosophy of the District and related policies, goals and objectives;
 - 27.2.6 determine staffing patterns and procedures;
 - 27.2.7 determine the number and kind of personnel required;
 - 27.2.8 maintain the efficiency of District operations;
 - 27.2.9 hire, classify, assign/reassign, evaluate and promote employees; and
 - 27.2.10 terminate and discipline employees for cause.
- 27.3 Exercise of Rights: The exercise of the preceding by the District (including the adoption of policies, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith) shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms are in conformance with the law.
- 27.4 Amendment of Policies: If necessary, the District will amend its written policies/procedures and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.

ARTICLE XXVIII - EVALUATIONS

- 28.1 Timelines for Evaluation: Permanent bargaining unit members shall be evaluated no less than once every other fiscal year. Probationary bargaining unit members shall be evaluated not less than once during their period of probation. When an employee is transferred, promoted, and/or reclassified, no less than one evaluation shall be completed within twelve months of the status change.
- 28.2 Evaluation Process: Evaluation insofar as possible shall be based upon the direct observation or "verified" knowledge of the evaluator.
- 28.2.1 Any negative evaluation shall include specific recommendation for improvements and provisions for assisting the employee in implementing any recommendations made.
- 28.2.2 An integral part of the evaluation process shall be a conference between the evaluator and bargaining unit member for the purpose of clarification and review of the summary evaluation. The summary evaluation form shall be signed by the evaluator and the bargaining unit member and shall be filed in the unit member's personnel file with a signed copy to be retained by the bargaining unit member.
- 28.2.3 The bargaining unit member's signature does not necessarily mean agreement, but only signifies that the bargaining unit member has read the evaluation and has been advised of the opportunity to attach a written response which shall be placed with the evaluation in the District Office personnel file. The evaluation shall be placed in the personnel file ten (10) days after being shown to the bargaining unit member, and the bargaining unit member shall have the right to prepare a written response at any time to be attached to the evaluation.
- 28.2.4 Any bargaining unit member who is unable to attend the conference with the evaluator or sign their evaluation because they are on a leave that extends through the end of their scheduled work year, shall meet and sign the evaluation upon his/her return from leave. This evaluation will be recorded and counted as having been completed for the year where the employee took his/her leave, even if the meeting and signature occurs in the subsequent year.
- 28.2.5 Subject and content of evaluation is not subject to grievance, but the procedure of evaluation is. Bargaining unit members are not required to evaluate other bargaining unit members. Some bargaining unit members (lead/head positions) may collect information and provide input for evaluation by a variety of means including but not limited to inspections, written and verbal reports, and other forms of documentation, but they are not responsible for the actual evaluation conducted by management.

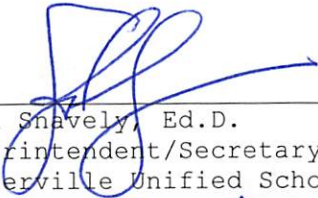
SIGNATURES

IN WITNESS WHEREOF, the parties have caused their authorized representative to approve this Agreement this 16th day of July 2015 by and between the Porterville Unified School District and the California School Employees Association, Chapter No. 38.


SIGNATURES:

GOVERNING BOARD OF TRUSTEES:

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
CHAPTER NO. 38



John Snavelly, Ed.D.
Superintendent/Secretary
Porterville Unified School District



Raul Magaña
President
C.S.E.A., Chapter No. 38

Date: 7/17/2015

Date: 7/17/2015

APPENDIX A - POSITION AND RANGE SCHEDULE

<u>POSITION</u>	<u>RANGE</u>
<u>CHILD CARE CENTER</u>	
Child Care Permit Teacher	12 - 25
Housekeeper	06
Teacher Assistant, Child Care Center I	10
Teacher Assistant, Child Care Center II	15
<u>CLERICAL - FINANCIAL - SECRETARIAL</u>	
Account Clerk I	21
Account Clerk II	23
Account Clerk III	25
Bookkeeper	23
Bookkeeper, A.S.B. (Associated Student Body - High School)	19
Business Services Specialist (SNS)	26
Clerical Assistant, Student Nutrition	12
Clerk, After School (Y.E.S.)	13
Clerk, Assessment	17
Clerk, Audio-Visual Library	13
Clerk, Library	13
Clerk, Library I (High School, Curriculum)	15
Clerk, Library II (Middle School)	15
Clerk, Medical Records	15
Clerk, Migrant - Records	13
Clerk, Payroll	28
Clerk, Records	13
Clerk, Resource	13
Clerk, Student Body	15
Clerk, Student Body Account	17
Clerk, Student Nutrition	14
Clerk Typist	10
Clerk Typist, Special Education	13
Secretary/Bookkeeper	21
Secretary/Receptionist	18
Secretary, Butterfield Charter High School	19
Secretary I	15
Secretary I, Comp Ed (HS)	15
Secretary I, District Records, SARB	15
Secretary II, Adult Education	17
Secretary II, Attendance, Guidance	17
Secretary II, High School (Assistant Principal)	17
Secretary II, Records (Adult Education)	17
Secretary III, Citrus, AD ED (Principal), Education Center	20
Secretary III, Curriculum, Personnel, Technology	20
Secretary III, Special Services, Student Pathways	20
Secretary III, K - 8 (Principal)	20
Secretary III, Maintenance/Receiving	20
Secretary III, Student Nutrition	20
Secretary IV, High School (Principal)	22
TCOVE Secretary III/Attendance Technician	20
<u>EDUCATION CENTER</u>	
Head Teacher - Infant Care Center	26
Teacher - Infant Care Center	12 - 25
Teacher Assistant, Infant Care Center I	10
Teacher Assistant, Infant Care Center II	15
<u>INSTRUCTIONAL</u>	
Behavior Intervention Specialist	15
Behavior Intervention Specialist - Deaf Interpreter	15
Bilingual Instructional Assistant I	10
Bilingual Instructional Assistant II	15
Career Center Technician	18
Community Liaison	13

Community Liaison Assistant	10
Computer Lab Technician I	15
Computer Lab Technician II	19
Dance Instructor (Middle School-District)	19
Instructional Assistant I	10
Instructional Assistant II	15
Instructional Assistant (Special Education @ High School/AA Degree/5 yrs. exp.)	19
Migrant Education Tutor I	10
Migrant Education Tutor II	15
Special Education Instructional Assistant I	10
Special Education Instructional Assistant II	15

MAINTENANCE-OPERATIONS-STORES

Custodian	15
Groundskeeper	15
Head Custodian	20
Head District Custodian	28
Head District Groundskeeper	28
Maintenance I	20
Maintenance II	24
Maintenance III	28
Maintenance Foreman	30
Maintenance / Swimming Pool Operator	20
Receiving Department Driver	19
Student Nutrition Services / Warehouse Driver	19
Lead Student Nutrition Services / Warehouse Driver	24

RELATED SERVICES

Academy Assistant/Job Developer	12
After-School Program Coordinator	25
Assessment Clerk/Graphics Clerk	21
Attendance Counselor	36
Campus Supervisor (Middle School, High School)	15
Clerk, Assessment, H.S., SARB	10
Computer Network/Technology Specialist I	28
Computer Network/Technology Specialist II	40
Crossing Guard	09
Family Service Worker	32
Guidance/Career Center Technician (Small High School)	19
Guidance Technician	21
Offset Press Operator	27
Migrant Supportive Service Aide - Recruiter	13
Parent Liaison	13
Print Shop Assistant	09
Reprographics Technician (AD ED)	15
Special Friends	01
Work-Base Learning Coordinator	35
Workability - Job Developer	18
Yard Supervisor	09

STUDENT NUTRITION SERVICES

Cafeteria Employee	06
Cashier	10
Central Kitchen Cook	07
Custodian (Student Nutrition Services)	15
First Cook	09
Housekeeper	06
Site Leader (Small High School with ADA less than 1200)	13
Site Leader (Large High School with ADA above 1200)	20
Snack Bar Operator	08
Team Leader	10

APPENDIX B - DRESS CODE

School is a place where the best possible educational environment must be created and maintained. Since staff serve as role models, they should maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming. Staff should wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities.

This dress code is adopted to promote standards of dress and grooming that contributes to a professional school setting conducive to a safe and positive learning environment. Dress and/or grooming that draw undue attention or detract from the educational process are unacceptable.

- Employees must dress safely and appropriately so as not to endanger their health, safety, or welfare.
- Clothing, hats, and jewelry shall be free of writing, pictures, or any other insignia which are crude, vulgar, profane, obscene, libelous, or sexually suggestive.
- Tattoos shall not be exposed (as it is applied to other employee groups).
- Shoes appropriate for the work environment and assignment safety must be worn at all times. Flip flops are not to be worn at any time.
- Clothing or jewelry that advocates racial, ethnic, or religious prejudice or other unlawful acts, or the use of tobacco, drugs, or alcohol is prohibited.
- Dark glasses shall not be worn at work sites unless required for the job (ex: safety glasses), or indoors unless a documented related health problem exists.
- Personal hygiene and the employee's clothing shall be clean so as to promote healthy and sanitary conditions.
- Clothes must be sufficient to conceal undergarment at all times.
- Underwear-type sleeveless shirts, see-through, fishnet fabrics, or other attire which expose the body in a sexually suggestive manner, bare midriffs, tube tops, or halter tops, etc., are not acceptable. Straps must be at least 1" wide and cover all undergarments.
- Bandannas and hairnets are not allowed, unless required for the job.
- Clothing will be worn as its design was traditionally intended.
- In order to maintain a professional work environment, pants must be worn with the top around the wearer's waist (NO SAGGING PANTS).
- It is inappropriate and unprofessional for all employees to wear shorts, bicycle shorts, spandex shorts, running shorts, and shorts more than 4" above the knee. When safety is an issue; (i.e. maintenance, custodial, grounds, SNS), shorts are unacceptable in the work environment.
- Pierced earrings are acceptable and are to be worn in the ears only; however, ear plugs in the lobe and other body piercing items are not acceptable.
- Hair shall be clean and neatly groomed. Haircuts or hairstyles that draw undue attention to the wearer or detract from the work duties are not acceptable.
- Gang related apparel or paraphernalia, including symbols, emblems, insignia, or other gang identifiers, may not be worn or displayed. This rule prohibits the presence of any apparel, jewelry, accessory, or manner of grooming which, by virtue of its color, arrangement, trademark, or other attribute, denotes membership in or affiliation with gangs. In case of doubt as to whether an item is gang related, supervisor may consult with local law enforcement or other school personnel with expertise in gangs.
- Personnel shall demonstrate respect for the educational setting and present and image consistent with their role and duties.

Personnel shall adhere to dress and grooming expectations, which reflect standards no less than those imposed upon District students. The supervisory may make limited written exceptions to this policy for special days, special events or other unusual circumstances.

Supervisors shall be responsible for counseling with staff regarding professional standards of dress and grooming. Subsequent failure to adhere to professional standards of dress and grooming shall be cause for progressive discipline.

SALARY SCHEDULE

2015/2016

RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
1	1,983	11.44	2,115	12.20	2,268	13.08	2,426	14.00	2,599	15.00	2,782	16.05
2	2,013	11.62	2,149	12.40	2,307	13.31	2,467	14.23	2,639	15.22	2,830	16.33
3	2,060	11.89	2,196	12.67	2,355	13.59	2,518	14.53	2,693	15.54	2,881	16.62
4	2,104	12.14	2,243	12.94	2,403	13.87	2,575	14.86	2,753	15.88	2,942	16.97
5	2,143	12.36	2,292	13.22	2,457	14.17	2,621	15.12	2,811	16.22	3,006	17.34
6	2,190	12.64	2,344	13.52	2,504	14.45	2,677	15.44	2,860	16.50	3,056	17.63
7	2,231	12.87	2,379	13.73	2,551	14.72	2,725	15.72	2,918	16.83	3,126	18.04
8	2,269	13.09	2,433	14.04	2,600	15.00	2,787	16.08	2,976	17.17	3,180	18.34
9	2,316	13.36	2,480	14.31	2,654	15.31	2,840	16.39	3,030	17.48	3,237	18.67
10	2,364	13.64	2,529	14.59	2,707	15.62	2,894	16.70	3,092	17.84	3,312	19.11
11	2,415	13.93	2,583	14.90	2,764	15.95	2,952	17.03	3,168	18.28	3,392	19.57
12	2,462	14.20	2,635	15.20	2,816	16.25	3,015	17.39	3,230	18.64	3,457	19.94
13	2,505	14.45	2,679	15.46	2,879	16.61	3,073	17.73	3,291	18.99	3,524	20.33
14	2,556	14.75	2,730	15.75	2,932	16.92	3,130	18.06	3,356	19.36	3,589	20.70
15	2,611	15.06	2,793	16.12	2,989	17.25	3,192	18.42	3,420	19.73	3,659	21.11
16	2,664	15.37	2,849	16.44	3,054	17.62	3,258	18.80	3,491	20.14	3,734	21.54
17	2,716	15.67	2,900	16.73	3,110	17.94	3,319	19.15	3,551	20.48	3,796	21.90
18	2,766	15.96	2,961	17.08	3,172	18.30	3,385	19.53	3,629	20.94	3,880	22.38
19	2,820	16.27	3,020	17.42	3,234	18.66	3,463	19.98	3,693	21.31	3,950	22.79
20	2,885	16.64	3,081	17.77	3,299	19.03	3,534	20.39	3,775	21.78	4,044	23.33
21	2,942	16.97	3,144	18.14	3,366	19.42	3,599	20.76	3,849	22.21	4,122	23.78
22	2,994	17.27	3,197	18.45	3,424	19.75	3,665	21.14	3,920	22.62	4,198	24.22
23	3,056	17.63	3,266	18.84	3,492	20.15	3,731	21.53	4,000	23.08	4,272	24.65
24	3,117	17.99	3,328	19.20	3,560	20.54	3,819	22.03	4,079	23.53	4,369	25.20
25	3,180	18.34	3,405	19.64	3,641	21.01	3,891	22.45	4,160	24.00	4,451	25.68
26	3,242	18.70	3,468	20.01	3,712	21.42	3,971	22.91	4,251	24.52	4,547	26.23
27	3,304	19.06	3,540	20.43	3,779	21.80	4,044	23.33	4,329	24.98	4,632	26.72
28	3,374	19.47	3,605	20.80	3,858	22.26	4,131	23.83	4,425	25.53	4,732	27.30
29	3,432	19.80	3,678	21.22	3,938	22.72	4,209	24.28	4,503	25.98	4,824	27.83
30	3,505	20.22	3,758	21.68	4,016	23.17	4,296	24.79	4,595	26.51	4,915	28.36
31	3,582	20.67	3,829	22.09	4,097	23.64	4,350	25.09	4,682	27.01	5,014	28.93
32	3,651	21.06	3,909	22.55	4,179	24.11	4,475	25.82	4,785	27.61	5,125	29.57
33	3,723	21.48	3,979	22.95	4,261	24.58	4,559	26.30	4,883	28.17	5,220	30.12
34	3,795	21.89	4,063	23.44	4,338	25.03	4,647	26.81	4,966	28.65	5,316	30.67
35	3,876	22.36	4,148	23.93	4,432	25.57	4,737	27.33	5,075	29.28	5,428	31.32
36	3,950	22.79	4,219	24.34	4,516	26.05	4,836	27.90	5,178	29.87	5,541	31.97
37	4,026	23.23	4,309	24.86	4,613	26.61	4,942	28.51	5,280	30.46	5,648	32.58
38	4,113	23.73	4,392	25.34	4,705	27.15	5,032	29.03	5,382	31.05	5,758	33.22
39	4,196	24.21	4,483	25.86	4,801	27.70	5,133	29.62	5,494	31.70	5,883	33.94
40	4,272	24.65	4,569	26.36	4,892	28.22	5,224	30.14	5,600	32.31	5,986	34.53
41	4,355	25.12	4,670	26.94	4,989	28.78	5,334	30.77	5,708	32.93	6,110	35.25
42	4,440	25.62	4,761	27.47	5,085	29.34	5,441	31.39	5,827	33.62	6,235	35.97
43	4,540	26.19	4,850	27.98	5,187	29.92	5,554	32.04	5,948	34.31	6,364	36.72
44	4,624	26.68	4,951	28.56	5,297	30.56	5,664	32.68	6,067	35.00	6,490	37.44
45	4,723	27.25	5,043	29.10	5,399	31.15	5,783	33.36	6,184	35.68	6,622	38.21

COLA = 8.00% COLA effective July 1, 2015