

COLLECTIVE BARGAINING AGREEMENT

between

La Habra City School District

and

California School Employees CSEA

Chapter #135

July 1, 2022 – June 30, 2025



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Note: Employee Medical & Dental Plan Brochures available on request.

ARTICLE I
AGREEMENT

The amended articles and provisions contained herein constitute a bilateral and binding Agreement between the La Habra City School District Board of Education and the California School Employees Association, and its La Habra Chapter 135 (CSEA).

CALIFORNIA SCHOOL EMPLOYEE CSEA

LA HABRA CITY SCHOOL DISTRICT

Sonia Kneip
President, Chapter 135

Danelle Bautista
Director Classified Personnel

Stephanie Arballo
Negotiation Committee, Chapter 135

Dr. Mario A. Carlos
Associate Superintendent

Sonia Kneip
Negotiation Committee, Chapter 135

Jennifer McCully-Rodriguez
Principal

Israel Lopez
Negotiation Committee, Chapter 135

Dr. Cammie Nguyen
Asst. Superintendent, Special Ed & Student Services

Jason Munier
Negotiation Committee, Chapter 135

Spencer Covert
District Negotiator

Monique Galvan
Labor Relations Representative

Ratified by a vote of the members of the Bargaining Unit described herein and represented herein and represented by the California School Employees CSEA.

Sonia Kneip
C.S.E.A. Chapter #135

Amendments approved by formal action of the Board of Education of the La Habra City School District.

Adam Rogers
President, Board of Education

ARTICLE 2
RECOGNITION

2.1 The La Habra City School District hereby confirms its recognition of the California School Employees Association and its La Habra Chapter 135 (CSEA), as the exclusive representative of the bargaining unit claimed as appropriate in the petition for recognition filed by the CSEA on April 6, 1976, and as amended by the Agreements dated July 28, 1977, July 1, 1985, December 9, 1997, and as further amended by this Agreement and the unit modification of May 20, 1997 (Perb Case #LA-UM-627) and as further amended by this Agreement and unit modification of [January 19, 2018].

2.2 Included in Unit

- | | |
|---------------------------------------------------|------------------------------------------------------------------|
| 1 Accounting Technician I | 29 HVAC Technician |
| 2 Accounting Technician II | 30 Inclusion Assistant |
| 3 Accounting Technician III | 31 Information Services Technician I |
| 4 Administrative Assistant | 32 Information Services Technician II |
| 5 Administrative Assistant-Special Services | 33 Instructional Assistant I-Special Education |
| 6 Bus Driver | 34 Instructional Assistant II-Special Education/Health & Medical |
| 7 CalPADS/SIS Data Analyst | 35 Instructional Assistant III-Special Education/Behavior |
| 8 Cafeteria Worker | 36 Language Assessment Assistant |
| 9 Clerk Typist (10) & Clerk Typist (12) | 37 Lead Cook |
| 10 Community Liaison | 38 Licensed Vocational Nurse (LVN) |
| 11 Community Liaison-School Readiness | 39 Mechanic I |
| 12 Cook's Helper | 40 Mechanic II |
| 13 Day Custodian | 41 Network Specialist |
| 14 Educational Assistant | 42 Physical Education Assistant |
| 15 Electrician | 43 Print Reproduction/Warehouse & Delivery Worker |
| 16 Evening Custodian | 44 Satellite Kitchen Lead |
| 17 Extended Care Assistant Site Lead | 45 School Clerk |
| 18 Extended Care Coordinator | 46 School Office Manager |
| 19 Extended Care Site Lead | 47 Skilled Maintenance Worker |
| 20 Extended Care Worker | 48 Skilled Maintenance Worker/Plumber |
| 21 Nutrition Services Assistant | 49 Special Education Bilingual Technician |
| 22 Nutrition Services Operations Specialist | 50 Special Needs Bus Aide |
| 23 Nutrition Services Warehouse & Delivery Worker | 51 Speech & Language Assistant (SLPA) |
| 24 General Maintenance Worker | 52 Sprinkler Repair Worker |
| 25 Grounds Equipment Operator | 53 Systems Analyst I |
| 26 Grounds Equipment Operator/Chemical Applicator | 54 Systems Analyst II |
| 27 Groundskeeper | 55 Transportation Dispatcher |
| 28 Health Technician | |

2.3 The following existing positions shall be placed in the bargaining unit, as they become vacant:
a. Administrative Assistant, Special Services (Attendance)

ARTICLE 3
DEFINITIONS

- 3.1 **Employee** and **Unit Member** shall mean a member of the bargaining unit that is represented by the CSEA and therefore is covered by the terms and provisions of this Agreement.
- 3.2 **Days**
- 3.2.1 **Business Day** shall mean any day in which the District Office is open for work business.
- 3.2.2 **Working Day** shall mean any day in which employees are scheduled for work in accordance with the adopted school calendar.
- 3.2.3 **School Day** shall mean any day in which pupils are required to be in attendance.
- 3.2.4 **Calendar Day** shall mean any one of the 365/366 days of the year.
- 3.2.5 **Length of the School Day** shall mean the amount of time each day that pupils are required to be in attendance.
- 3.3 **Negotiable Items** shall include those items enumerated by Government Code, Section 3543.2 which include or are related to:
- 3.3.1 Wages
- 3.3.2 Hours of employment
- 3.3.3 Other terms and conditions of employment such as:
- Health and Welfare Benefits
 - Leaves, Transfer and Reassignment Policies
 - Safety Conditions of Employment
 - Transfer and Reassignment Policies
 - Work Load
 - Procedures Used for Evaluation of Employees
 - Organizational Security
 - Procedures for Processing Grievances
- 3.4 **Immediate Family** shall mean:
- Mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee; or any relative living in the immediate household of the employee.
- 3.5 **Per Diem** shall mean the employee's annual salary divided by the number of working days.
- 3.6 **Superintendent** shall mean the chief executive officer of the District, or the chief executive officer's designee.

DEFINITIONS- Cont'd

- 3.7 **Board of Education** shall mean the public school employer, or the designee of the employer.
- 3.8 **Immediate Supervisor** shall mean that member of the District's management team that has immediate jurisdiction over an employee.
- 3.9 **District** shall mean the Board of Education or the La Habra City School District.
- 3.10 **Biennial** shall mean an event or occurrence which happens every two (2) years.
- 3.11 **School Year** shall mean the employee's work year as adopted by the Board of Education.
- 3.12 **Permanent** shall mean an employee who has completed six (6) months of service to the District.
- 3.13 **Site or Work Site** shall mean any school or other facility which is a constituent part of the La Habra City School District. The District Office Site shall include the Transportation Department, and the Maintenance and Operations Department.
- 3.14 CSEA or Association shall mean the California School Employees Association and its La Habra Chapter 135.

ARTICLE 4
GRIEVANCE PROCEDURE

4.1 Definitions

A "grievance" is a formal written allegation by a grievant that has been adversely affected by a violation of specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or by the administrative regulations and procedures of this school district are not within the scope of this procedure.

4.1.1 A grievant may be any employee or a group of employees of the District covered by the terms of this Agreement, or CSEA Chapter #135.

4.2 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the matter by an informal conference with the immediate supervisor within 20 business days of when the grievant could reasonably have known of the occurrence of the act or omission giving rise to the potential grievance. Both parties shall have the right to have an advocate present at the informal conference. There may be additional conference(s) to attempt to resolve the matter.

4.2.1 At the informal level, the grievant will inform the immediate supervisor that the meeting is for the purpose of holding an "informal grievance" conference. After each informal conference, the immediate supervisor will summarize the status including whether or not there has been a resolution of the matter. A conference summary will be provided by email to the grievant within five (5) business days of each informal conference.

4.2.2 If CSEA believes that a previously resolved grievance is repeated or recurring, CSEA will provide written notification to the Director of Classified Personnel. A meeting will take place between the CSEA representative and a District level representation within twenty (20) business days to discuss and attempt resolution of the matter. If the parties cannot reach resolution, CSEA may move the grievance to Formal Level II within ten (10) business days.

4.3 Formal Level - Level I

4.3.1 Upon receipt of the final conference email, the grievant shall have twenty (20) business days to file a Level I grievance in writing on the appropriate form (Appendix 10) to the immediate supervisor, or the matter is deemed concluded at the informal level per the email from the immediate supervisor.

4.4 Level II

4.4.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the Associate Superintendent of Human Resources, within ten (10) business days.

4.4.2 This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

GRIEVANCE PROCEDURE – Cont'd

4.4.3 The Associate Superintendent shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Associate Superintendent may request a personal conference within the above time limits. Both parties shall have the right to have an advocate present at the personal conference.

4.4.4 If the Associate Superintendent does not respond within the time limits, the grievant may appeal to the next level.

4.5 **Level III**

4.5.1 If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) business days, appeal the decision on the appropriate form to the Superintendent.

4.5.2 This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.

4.5.3 The Superintendent will communicate a decision to the grievant within ten (10) business days following the receipt of the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits. Both parties shall have the right to have an advocate present at the personal conference. If the Superintendent does not respond within the time limits, the grievant may appeal to the next level.

4.6 **Mediation**

If the grievant is not satisfied with the decision at Level III, or if there is no decision within the time limit, the grievant may request mediation within 10 business days. If the grievant requests mediation, the parties will set a meeting with a Mediator from the California State Mediation Service as soon as reasonably possible for all parties

4.7 **Level IV**

4.7.1 If the grievant is not satisfied with the decision at Level III, the grievant may within thirty (30) business days appeal the decision on the appropriate form to the Board of Trustees.

4.7.2 The appeal statement shall include a copy of the original grievance and appeals, the decisions rendered and a clear, concise statement of the reasons for the appeal.

4.7.3 The Board shall review and investigate the appeal and, if requested, shall permit the grievant and grievant's advocate to address the Board in closed session on the matter. Said closed session hearing shall be conducted in the presence of the management parties at interest.

4.7.4 Not later than five (5) days after the second regularly scheduled Board Meeting following receipt of the appeal, the Board will complete its review and investigation of the grievance and shall render a final decision on the matter, thus concluding the grievance procedure machinery of this Agreement. Nothing contained herein shall be construed to prevent an action by the grievant in Superior Court for redress of the grievance.

4.8 **Time Limits**

The time limits specified on any step of this procedure may be extended in a specific instance, by mutual agreement in writing.

4.9 **Released Time**

The Chapter President or designee shall be granted reasonable release time, without loss of pay for processing grievances or addressing issues of mutual concern to the District and the CSEA. In no event shall release time interfere with the delivery of District services.

ARTICLE 5
TRANSFER POLICY

5.1 **The purposes of this policy are:**

5.1.1 To facilitate opportunities for employees to be considered for transfers and to provide opportunities for immediate supervisors to initiate recommendations for employee transfers.

5.2 **Request for Transfer**

Request for transfer may be initiated by employees or immediate supervisors.

5.3 **Approval**

All transfers will be made by the Superintendent in accordance with the provisions of the California Education Code and this Article.

5.4 **Conditions Applicable to Transfer**

The following conditions may be considered by the Superintendent in determining transfer request:

5.4.1 The need to adjust for over or under staffing for a particular school or department.

5.4.2 Allow changes in programs at individual schools.

5.4.3 Allow employees to seek positions commensurate with career objectives.

5.4.4 To adjust to emergency conditions or extraordinary circumstances.

5.4.5 Efficient operation of the District.

5.4.6 Prior transfers of individual employees.

5.4.7 Ability.

5.5 **Relatives**

Employee members of the immediate family will not be placed to the same work site if they will be involved in the evaluation or duty assignments of each other. Existing conditions, marriage, or change of status during the school year will be resolved by an administrative transfer of one employee to be approved prior to the close of the school year.

5.6 **Employee Initiated Transfer Requests (Permanent Employees Only)**

5.6.1 The transfer request form shall be obtained from the District Personnel Office by the employee.

5.6.2 The employee shall complete the appropriate section of the form, have a conference with the immediate supervisor, obtain the immediate supervisor's signature on the form, and return it to the District Personnel Office. The signature of the immediate supervisor only verifies that the supervisor has been informed of the request.

TRANSFER POLICY – Cont'd

- 5.6.3 When an opening exists, an employee initiated transfer request that has been properly filed will allow the employee to participate in the interview process for the final selection. If administratively feasible, qualified employees who have submitted a properly filed request will be interviewed before candidates from outside the District are interviewed.
 - 5.6.4 Written notification of the status of transfer requests will be made to employees involved not later than the first working day of the last week of school (ten month employees).
 - 5.6.5 Written notification relative to the decision on transfer requests, either confirmation or denial, will be given to employees within five (5) working days after the position has been filled.
 - 5.6.6 If the transfer is denied, the reason(s) for denial will be stated in writing if requested by the employee.
- 5.7 **Administrative Initiated Employee Transfers**
- 5.7.1 The immediate supervisor shall have a conference with the employee at which time the employee will be informed that a transfer is being recommended.
 - 5.7.2 The transfer form will be signed by the immediate supervisor and the employee. The signature of the employee only verifies that employee has been informed of the recommendation.
 - 5.7.3 If requested by the employee, the immediate supervisor shall provide in writing the reasons for the recommended transfer.
 - 5.7.4 Employees affected by an administrative transfer shall have the right to state a preference for available vacancies for which they are qualified.
 - 5.7.5 The Personnel Office shall notify the employee in writing not later than the first working day of the last week of school as to the status of the transfer if it is to be effective for the following school year (ten month employees).
 - 5.7.6 Employees transferred during vacation periods shall be notified by registered or certified mail, or delivered in person to the employee.
 - 5.7.7 Employees transferred after the first ten (10) student days during the school year shall be notified of the transfer no less than ten (10) school days prior to the transfer taking place. CSEA shall also be notified regarding these administrative transfers.

ARTICLE 6
LEAVES OF ABSENCE

The District and the Association believe in the professionalism of our employees in using the leave provisions in this agreement.

6.1 Sick Leave

6.1.1 Accumulative sick leave and sick leave shall be provided by the District for instances of absence due to personal injury, illness, quarantine, or disability due to maternity, in accordance with Education Code Section 45191. Sick leave entitlement shall be twelve (12) days per year for Schedule 1 employees, and ten (10) days per year for Schedule 2, 3, 5 and 6 employees. Written verification by a licensed physician for absences of five (5) consecutive working days shall be presented to the immediate supervisor upon employee's return to work if so requested. Failure to provide written verification shall result in nonpayment for period of absence.

6.1.2 Extended Illness Leave

When the employee is absent from duty due to illness or injury for a period of 100 work days or less, the amount deducted from the salary due the employee for that month in which the absence occurs shall be fifty percent (50%) of the employee's regular salary. The 100 day period is inclusive of all paid sick leave. If the absence extends into the first day of the new fiscal year (July 1st to June 30th) this benefit shall be renewed following use of the employee's sick leave for the new year.

6.1.3 Use Personal Business Days

Up to seven (7) days per year may be taken as a Personal Business Day (PBD) for any purpose without disclosing the reason. PBD will not be taken for concerted employee activity such as strikes, work stoppages, and work slowdowns during normal business hours.

6.1.3.1 The following guidelines apply for use of PBD, except in case of an emergency or with prior approval:

- PBD are taken from available sick leave
- Minimum of seven (7) calendar days notice to immediate supervisor
- Twelve (12) month employees cannot combine PBD with vacation
- PBD will not be taken during the first week/last week of school, days before/after recess/holidays
- PBD are in place of Personal Necessity leave days

6.1.4 Each year a unit member may use his/her annual sick leave allowance for immediate family illness. Any request for immediate family illness leave in excess of one-half (1/2) of the days of his/her annual sick leave shall provide medical documentation issued by the health care provider of the family member requiring care for this leave.

LEAVES OF ABSENCE - Cont'd

6.2 **Industrial Leaves**

6.2.1 Definition

"Industrial Accident", as used in this Article, is defined as any accident or illness arising directly out of or in the course of the employment of the employee which forces the employee to be absent from work.

6.2.2 Industrial accident leave shall be granted to permanent employees.

6.2.3 When an employee sustains a work-related injury, the following procedure will be followed:

6.2.3.1 Immediately report any work-related injury to your immediate supervisor.

6.2.3.2 The immediate supervisor will initiate a **Supervisor's Report of Accident** and will provide copy to the employee.

6.2.3.3 The immediate supervisor will then complete a medical treatment order which will authorize the employee to be treated by the designated clinic for the work related injury or, if a request for a personal physician form has been previously submitted, by a personal physician.

6.2.3.4 The designated medical clinic or personal physician will provide a **Medical Status** form to the employee which will indicate to the immediate supervisor the treatment given the employee, the restrictions applicable to continued work, and the time of day the employee left the clinic or physician's office.

6.2.3.5 The employee will return a copy of the **Medical Status** form to the immediate supervisor.

6.2.3.6 The supervisor will forward a copy of the **Supervisor's Report of Accident** and the **Medical Status** form to the Classified Personnel Office.

6.2.4 Whenever it is necessary to be absent from duty because of a work-related injury, the employee may request industrial accident leave.

6.2.5 Industrial accident leave with full pay shall be allowed for not more than sixty (60) working days in any fiscal year for any single industrial accident.

When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same industrial accident.

6.2.6 During an industrial accident leave, the employee shall endorse to the District all temporary disability indemnity checks received under Workers' Compensation.

LEAVES OF ABSENCE - Cont'd

- 6.2.7 Effective June 20, 2005, the District established a Medical Provider network (MPN), which is called **PRIME Advantage Medical Network**, for the treatment of all industrial accidents. Employees do have the option of pre-designating their personal treating physician by submitting a **Pre-Designation of Personal Physician** form to the District prior to the date of industrial injury, the employee shall have the right to be immediately treated by their personal physician, provided the physician is licensed pursuant to Chapter 5, Division 2 or the Business and Professions Code of the State of California, who has previously directed the medical treatment of the employee, and who retains the employee's medical records including employee's medical history. Employees who elect not to pre-designate a primary treating physician will be referred for treatment with an MPN facility or industrial clinic.
- 6.2.8 The District reserves the right to require an employee to furnish proof of cause of absence by a licensed physician.
- 6.2.9 When entitlement for industrial accident leave has been exhausted, the employee shall use any sick leave, vacation, or other paid leave to which he is entitled, provided that payment for any such paid leave when added to any temporary disability indemnity shall result in a payment to the employee of not more than employee's full salary less authorized deductions.
- 6.2.10 When all available paid leaves have been exhausted and the employee is not able to resume the duties of employee's position, the employee may elect to resign or to request a leave of absence without pay, or the employee shall be placed on a reemployment eligibility list for a period of thirty-nine (39) months.
- 6.2.11 Any employee receiving benefits as a result of this policy shall, during periods of injury or illness, remain within the State of California unless the Board of Education authorizes travel outside the State.
- 6.3 **Bereavement Leave**
- 6.3.1 The District shall grant to any employee up to six (6) working days leave on account of the death of any member of employee's immediate family. If the full six (6) working day leave is utilized, one day shall be charged against sick leave.
- 6.4 **Unpaid Leave for Maternity or Child Rearing**
- 6.4.1 Unpaid leave of absence may be granted by the Board of Education upon the recommendation of the Superintendent for the balance of a school year upon application on a District form by an employee for reasons of maternity (adoption) or child rearing.
- 6.4.2 The Superintendent or his designee will evaluate the employee's application and will recommend approval or disapproval of the requested leave.
- 6.4.3 By May 15 of the preceding school year the employee may request an extension of the unpaid leave for the second entire year.
- 6.4.4 An unpaid leave for maternity or child rearing will not be granted following a paid leave for maternity disability taken under the sick leave provisions of this Agreement.
- 6.4.5 An employee on unpaid leave shall inform the District by July 1 prior to the beginning of a new school year of employee's intention to return to service.

LEAVES OF ABSENCE - Cont'd

6.5 **Military Leave** (Education Code Section 44801)

6.5.1 Classified employees who enlist or are called into the Armed Forces of the United States shall be entitled to the benefits of Section 45059 and 44800 of the California Education Code and Sections 395.1 and 395.4 of the Military and Veterans Code.

6.5.2 Classified employees shall receive one-tenth of the annual salary established for their position for the first thirty (30) days of such military service, in accordance with the above listed sections.

6.6 **Retraining and Study** (Education Code Section 45380)

Employees may be granted a leave of absence for the purpose of professional study or retraining which will meet changing conditions within the District.

6.6.1 **Eligibility**

A permanent employee who has served not less than seven (7) consecutive years shall be eligible to apply for a retraining leave. At the discretion of the Governing Board, up to 2% of the eligible staff may be granted retraining leaves.

6.6.2 **Procedure**

An employee requesting retraining leave consideration shall submit a District designed application form* by January 1 preceding the school year for which the leave is requested. By February 1 the District Superintendent shall submit a recommendation for Governing Board consideration regarding qualifying retraining leave applications. By March 1 the Board of Education shall take action on retraining leave requests.

6.6.3 **Requirements**

Retraining leaves shall not be less than one semester or more than two semesters in duration.

6.6.4 **Compensation**

An employee shall not accept gainful employment while on retraining leave without the prior written approval of the Superintendent. An employee granted a retraining leave shall receive such District compensation as represents the difference between the salary the employee would have received, and that of the replacement. If a replacement is not employed, the employee granted the leave shall be compensated by the District at the rate of 50% of the salary that would have been received had active service continued. The two options for method of payment shall be:

6.6.4.1 An employee on retraining leave may be paid in two (2) equal Installments; one shall be paid at the end of the first year (or semester)** and the other at the end of the second year (or semester) of active service following the leave.

* Includes District process and criteria

** If one semester leave is granted

LEAVES OF ABSENCE - Cont'd

6.6.4.2 The employee on retraining leave may elect to be paid in the same manner as though active service continued to be to the District, upon the furnishing of a suitable bond indemnifying the District against loss should the employee fail to satisfactorily complete the leave conditions, and render service for at least twice the length of the leave at the conclusion of the leave of absence. The bond shall be exonerated in the event the failure to render the agreed upon services is due to death, or physical or mental disability of the employee. Retraining leave shall count toward regular salary schedule advancement, if any, and retirement credit.

6.6.4.3 Employees on retraining leave shall be permitted to participate in the District insurance program at their expense as provided for in Article VII, Section 8.4.4 of this Agreement.

6.6.5 **Return to Service**

The employee shall, within sixty (60) days following return to active service, submit a comprehensive report to the Superintendent certifying the successful fulfillment of the terms and conditions under which the leave was granted. The employee shall be reinstated to the classification held immediately prior to the retraining leave, unless the employee and the District mutually agree to an alternate classification.

6.7 **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's regular salary and the employee shall reimburse the District amount received for jury duty.

6.8 **Legislative Office Leave**

6.8.1 Leaves of absence for legislative office may be granted by the Board of Education in accordance with Education Code Section 44801 for a period of time to be determined by the Board and the employee.

6.8.2 Such leave, when granted, shall be without pay.

6.9 **CSEA Leave**

6.9.1 Upon written request to the Superintendent, thirty (30) days in advance, two (2) bargaining unit members shall be granted up to five (5) days of released time, without loss of compensation, to attend the annual conference of the California School Employees CSEA.

6.9.2 Up to five (5) designated representatives, including the Chapter President, shall be granted reasonable release time, without loss of pay, when meeting and negotiating with District representatives.

6.9.2.1 Release time is defined as the entire day of the negotiations session(s) unless otherwise agreed.

6.9.3 Pursuant to Section 4.7 of this Agreement, the Chapter President or designee shall be granted reasonable release time, without loss of pay for processing grievances or addressing issues of mutual concern to the District and the CSEA. In no event shall said release time interfere with the delivery of District services.

LEAVE OF ABSENCE - Cont'd

6.9.4 Up to five (5) designated representatives, including the Chapter President, shall be granted eight (8) hours of paid release time to prepare for successor agreement negotiations. The Chapter President shall provide reasonable advanced notice to the Director of Classified Personnel prior to scheduling this time.

6.10 **Catastrophic Leave**

Pursuant to Education Code Section 44043.5, any classified employee of the District may apply for and receive Catastrophic Leave pursuant to the following provisions:

6.10.1 The employee or a member of his/her immediate family shall have suffered severe incapacitating illness or injury which is expected to continue for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing employee's District duties.

6.10.2 The time off work must create a financial hardship for the employee because employee has exhausted all personal sick leave, and/or any other paid time.

6.10.3 A joint CSEA-District Committee comprised of two (2) representatives and an alternate of each party must determine and certify that the employee is eligible for Catastrophic Leave because employee is unable to work due to the severity of that personal catastrophic illness, and only after adequate proof of illness has been provided in accordance with Education Code Section 44043.5, and pertinent rules and regulations of the District.

6.10.4 Donated Catastrophic Leave credits may be used only for the remainder of the school year in which extended sick leave is exhausted, plus the remainder of the following school year after extended sick leave has been exhausted in said year, but in no event longer than twelve (12) consecutive calendar months following the start of the illness absence.

6.10.5 Employees with less than thirty (30) days of accumulated sick leave on the date of donation and who elects to donate eligible leave credits may donate no more than one (1) day in any given year of accumulated full day sick leave; employees with thirty (30) or more of said days on the date of donation may donate two (2) days. Consistent with the cap in 6.10.9.

6.10.6 No employee may utilize any Catastrophic Leave benefit unless employee has previously donated sick leave credit to the Reserve, and there shall be a ten (10) working day waiting period between an employee's donation of sick leave credit(s), and employee's utilization of Catastrophic Leave credits.

6.10.7 All procedures for requesting Catastrophic Leave, and for donating said leave credits, shall be established by the Joint Committee provided for in Section 3, above. The proposed rules and regulations of the Committee shall be subject to the approval of the CSEA and the District.

LEAVE OF ABSENCE - Cont'd

- 6.10.8 Catastrophic Leave may begin upon the exhaustion of the employee's current year and accumulated sick leave benefits, or ten (10) working days, whichever is longer, depending on the employee's request and the Joint Committee's decision. The statutory period of differential pay (running concurrently with said sick leave payments) may be augmented by Catastrophic Leave, depending on the employee's request and the Joint Committee's decision. In addition, Catastrophic Leave may be granted by the Joint Committee following the exhaustion of the statutory period of differential pay. Until the exhaustion of differential pay and/or Catastrophic Leave, the District shall continue the fringe benefit contribution it would make for the employee as if employee were in active service to the District.
- 6.10.9 The annual period for donating sick leave credits shall be July 1 through October 1 of each school year. Unit members employed by the District after October 1 may donate to the sick leave bank within the first thirty (30) calendar days of employment. The Catastrophic Leave Bank shall not be allowed to accumulate above the (cap) equivalent of one (1) day per total number of unit members.
- 6.10.10 Transfers of eligible leave credits are irrevocable and shall not be donated nor used in less than full day increments.
- 6.10.11 Any employee who received paid Catastrophic Leave shall first use any leave credits that employee continues to accrue on a monthly/annual basis prior to receiving paid Catastrophic Leave.
- 6.10.12 The District and the CSEA shall instruct their appointees to the Joint Committee to make good faith effort to maintain confidentiality regarding donations and utilization of the sick leave credits contemplated herein. However, there shall be no liability or recourse if said confidentiality is not maintained.
- 6.10.13 The receipt of a donated sick leave credit through Catastrophic Leave as defined herein, when combined with other District income, shall not provide the recipient with a greater daily District I income/monthly fringe benefit contribution than the employee received immediately prior to the receipt of Catastrophic Leave.
- 6.10.14 Employees receiving Workers' Compensation benefits for industrial illness or injury shall not be entitled to Catastrophic Leave benefits, as described herein.
- 6.10.15 The Joint Committee may request that an applicant for Catastrophic Leave apply for permanent disability retirement in lieu of the leave provisions described herein.
- 6.10.16 The approval or denial of Catastrophic Leave requests by the Joint Committee shall not be subject to the provisions of Article IV (Grievance Procedure) of this Agreement.
- 6.10.17 Effective upon ratification of the Catastrophic Leave Bank of 2238.5 hours will be reduced by 403.5 Hours for the purpose of moving management and confidential classified employees, who have contributed, out of the CSEA Catastrophic Leave program.

LEAVE OF ABSENCE - Cont'd

The 403.5 Hours will be used to establish a leave program for the management and confidential classified employees.

For 30 days after the effective date of this agreement CSEA catastrophic leave program, will be allowed to do so consistent with the Collective Bargaining Agreement Article 6.10, Catastrophic Leave.

For purposes of this sub article the cap in 6.10.9 of the CBA will be waived this one time.

6.11 Family Care and Medical Leave

It is the intent of this provision to be consistent with Government Code section 12945.2 and the Family and Medical Leave Act of 1993, and it shall be interpreted so that there will be no violation of those statutes.

- 6.11.1 An employee with more than one (1) year of continuous service with the District, who has worked at least 1,250 hours during said year and who is eligible for other leave benefits of this Agreement shall be granted, upon written request, an unpaid family care leave up to a total of twelve (12) weeks per year, pursuant to the provisions contained herein. For purposes of this section the term "family care and medical leave" means either: (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child for a parent or spouse who has a serious health condition; or (c) leave because of serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.
- 6.11.2 An unpaid family care and medical leave shall be treated as any other unpaid leave. During an unpaid family care and medical leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care and medical leave shall have no less seniority than when the leave commenced.
- 6.11.3 If an employee's need for an unpaid family care and medical leave is foreseeable, the employee shall provide the District with at least thirty (30) days advance notice; for unplanned absences, the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.
- 6.11.4 The District requires that an employee's request for an unpaid family care and medical leave for the purpose of caring for a child, spouse or parent who has a serious health condition or for the employee's own serious health condition be supported by a written certification issued by the health care provider of the family member requiring care. This written certification must include the date on which the serious health condition commenced and the probable duration of the condition. For a leave based upon caring for a child, spouse, or parent who has a serious health condition, the written certificate must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care. For a leave based on the employee's own serious health condition, the written certification must include a statement

LEAVE OF ABSENCE - Cont'd

that the employee is unable to perform the functions of his/her position. If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.

6.11.5 In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District's expense, that the employee, or as appropriate the employee's spouse, child or parent, obtain the opinion of a second health care provider. The second health care provider may not be employed on a regular basis by the District. If the opinions of the first and second healthcare provider differ, the District may require a third opinion, again at the District's expense, from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding.

6.11.6 Definitions

- a. For purposes of this section and consistent with current law, the term "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen (18) years of age or an adult dependent child.
- b. For purposes of this section and consistent with current law, the term "parent" means biological, foster, in-law, or adoptive parent, a stepparent or a legal guardian.

6.11.7 If an employee applies for a family care and medical leave, the employee can elect, or the District may require, the substitution of paid vacation or other paid leaves to which the employee is entitled. If such paid leave is substituted, the employee is required to comply with the contractual requirements for use of said personal necessity leave that may be available, the use of sick leave for other than personal illness absences shall only occur upon the mutual agreement of the District and the employee.

6.11.8 An employee granted a leave under this provision shall have a right to reinstatement to his/her former classification if such classification still exists, which the person held immediately before commencement of a leave, with equivalent benefits, pay, and other working conditions provided by this Agreement. If the former classification no longer exists, he/she shall be placed in a lower or lateral classification in which he/she had previously served and which he/she holds greater seniority than other incumbents in said class.

6.11.9 An employee taking unpaid family care and medical leave pursuant to this section shall continue to be entitled to participate in District health insurance benefits, if eligible and if enrolled, to the same extend and under the same conditions as apply to other eligible, enrolled active employees receiving said benefits. The District may recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both the following conditions occur:

- (A) The employee does not return to District service for thirty (30) days following the family care and medical leave.

LEAVE OF ABSENCE - Cont'd

- (B) The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.

6.11.10 Family care and medical leave may be taken in one (1) or more periods. Leave may be taken in increments of at least one (1) day for recurring medical treatment certified by a health care provider.

6.11.11 This policy shall not be construed to entitle the employee to receive Disability benefits under Part 1 (commencing with Section 3201) or Division of the Labor Code (Workers' Compensation.)

ARTICLE 7
HOURS

- 7.1 The regular workweek of a full time employee shall be forty (40) hours, and the regular workday shall be eight (8) hours for five (5) consecutive days. An employee's work schedule shall not be permanently changed without prior notice and an opportunity to discuss the change, under normal circumstances, the District will attempt to give an employee a two week prior notice of said change.
- 7.1.1 The District and the CSEA recognize that additional portable classrooms produce additional custodial work requirements. The site manager shall adjust custodial workload requirements, as needed, to accommodate the assignment of said additional facilities. If a custodian believes that job performance evaluation is adversely affected by the assignment of additional portable classrooms, custodian may so state in writing and attach the statement to the evaluation.
- 7.2 The District will provide compensation at a rate equal to one and one-half (1-1/2) times the regular rate of pay for employees designated and authorized by the District to perform overtime. Overtime is any time required to be worked in excess of eight (8) hours in any one-work day or any time in excess of forty (40) hours in any calendar week. This provision does not apply to employees whose regular workweek is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the employee. The determination to designate, authorize and allocate any overtime shall rest with District Management in accordance with Section 7.3.
- 7.3 In cases of priority scheduled overtime/extra time, overtime/extra time shall be distributed first to employees in the bargaining unit within each site location in order of hire date seniority. If the employee with the greatest hire date seniority elects to refuse the overtime/extra time assignment, it shall be offered to employees in the bargaining unit within each site/location in descending order of hire date seniority until the assignment is made. If there is no site employee who accepts the overtime/extra time, the overtime/extra time assignment will then be offered to the bargaining unit employee within the same classification with the highest hire date seniority. Refusal by a senior employee in the bargaining unit of any overtime/extra time assignment shall not waive employee's right under this section to be offered any subsequent overtime/extra time assignment in order of seniority.
- 7.4 When additional hours are permanently assigned to an existing vacant position, other than cafeteria or transportation, the employee with the greatest hire date seniority elects to refuse the additional hours assignment, it shall be offered to the next senior employee within the classification in descending order of seniority until the assignment is made. Refusal by a senior employee in the bargaining unit of any additional hours assignment shall not waive employee's right under this section to be offered any subsequent additional hours assignment in order of seniority, that become available more than three (3) months later.
- 7.5 A part-time employee who works a minimum of 30 minutes per day in excess of his/her part-time assignment for a period of 20 consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis; fringe benefits as used herein shall be those defined in Section 45136 of the California Education Code. (See Appendix 10.)

HOURS – Cont'd

- 7.6 **Minimum Call-In Time:** Any employee called in to work by their immediate supervisor on a day when the employee is not scheduled to work, or after scheduled hours, shall receive a minimum of two (2) hours pay at the appropriate rate of pay under the Agreement.
- 7.7 Notwithstanding Sections 7.1 and 7.2 of this article, the workweek for any employee having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the employee designated by the District and authorized to perform the work.
- Any employee having an average work day of less than four (4) hours during a work week shall, for any work required to be performed on the seventh day following the commencement of his work week be compensated for at a rate equal to one and one-half times the regular rate of pay.
- 7.8 **Lunch Period:** Employees working six (6) or more hours per work day shall be entitled to a duty-free, unpaid lunch period. The length of time for such lunch period shall not be less than one-half (1/2) hour, and shall be scheduled approximately at the midpoint of the shift. Lunch begins when the employee leaves his/her assignment. Rest periods shall not be used to lengthen the lunch period. Lunch periods shall not be used to shorten the work day.
- 7.9 All employees shall be entitled to the following paid holidays provided the employees are in paid status during the working day immediately preceding or the working day following the holiday. (Spring Break Day, Independence Day, Last Monday in July, Labor Day, Veterans' Day, Thanksgiving & Friday after, Admission Day Exchange, Christmas Holiday Day, Floating Holiday, New Year's Holiday Day, Martin Luther King Holiday, Lincoln Day, Washington (Presidents') Day, Memorial Day) for a total of 15.
- 7.9.1 Regular employees who are not normally assigned to duty during the holidays of December 24, 25, and January 1 shall be paid for those three (3) holidays provided that they were in paid status during the work day of their normal assignment immediately preceding or following the holiday period.
- 7.9.2 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When an employee is required to work on any said holidays, employee shall, (in addition to their regular rate of pay), be paid for the holiday at the rate of time and one-half the regular rate of pay.
- 7.9.2.1 The following provisions for the Independence Day holiday shall apply to twelve (12) month employees:
- a. Starting in 1992, the Independence Day holiday shall be on July 4. If said holiday falls on a Saturday, it will be observed on July 3. If said holiday falls on a Sunday, it will be observed on July 5.

HOURS – Cont'd

- b. Starting in 1992, the additional holiday associated with Independence Day, and which was previously negotiated between the parties, shall be observed for an individual unit member as a Friday or Monday floating holiday during a period when District students are not in attendance and the mutual agreement of the unit member and the departmental supervisor.
- c. Notwithstanding the provisions of Section b above, in such future years when Independence Day occurs on a Tuesday or Thursday, the additional holiday associated with Independence Day shall consequently be observed on the Monday preceding or Friday following the Fourth of July.

7.9.3 Teacher/parent conference days are considered regular workdays for Schedule #2 bargaining unit employees. Said employees shall be provided the opportunity to work on such days, or choose to take said days off without pay unless an in-service activity is planned or the employee's service is required on said days.

7.10 Rest Period: Employees are entitled to paid rest periods of fifteen (15) minutes for each three and one-half (3-1/2) hour work period. Rest period begins when the employee leaves his/her assignment. Rest periods shall not be used to lengthen the lunch period or shorten the work day.

7.11 Employees shall accrue annual vacation at the regular rate of pay earned at the time the vacation is commenced according to the rules and regulations as set forth in Appendix No. 9. Such vacation shall not become a vested right until completion of six (6) months of employment.

7.11.1 Vacation Carryover

A bargaining unit member shall be allowed to carryover (15) working days of earned vacation to the first succeeding year following the year in which the vacation is earned.

Under no circumstances shall any additional carryover vacation time be allowed until all of the original carryover has been utilized. It is understood that the District's consideration of approval of said requests shall be influenced by workload requirements of the classification and the need to hire a replacement if the carryover request is granted.

7.11.1.1 Vacation carryover in excess of the current maximum allowable (15 days) is to be used by August 1st of each year. All 12 month employees will be given vacation accumulation updates in October; and in May for those who are in jeopardy of exceeding the maximum carryover. Supervisors shall work with employees to encourage and facilitate utilization of excess vacation carryover. If an employee is not permitted to use his/her annual vacation, the amount not used that is in excess of the maximum carryover allowance will be paid in cash. Employees who are promoted to supervisory positions shall be paid for their accrued and unused vacation at their current bargaining unit rate within one month of the new position.

7.12 Scheduling

7.12.1 Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the District's work requirements. Requests of twelve (12) month employees to utilize accumulated vacation during school year periods of student recess shall be submitted to the Superintendent or designee; the decision of the District on said requests shall be final.

7.12.2 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given

preference, providing both applications were submitted prior to the application deadline.

7.12.3 **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 notice and information regarding the basis for such interruption or termination.

7.13.1 **Annual Work Calendars**

7.13.1 The number of scheduled work days for employees and the scheduling of such work days are posted on the District website under Human Resources. The total number of days of annual service, which includes Holidays, Professional Development, and in-service for bargaining unit members shall be:

7.13.1.1 Schedule 1: 260 days

7.13.1.2 Schedule 2: 197 days

7.13.1.3 Schedule 3: 210 days

7.13.1.4 Schedule 5: 220 days

7.13.1.5 Schedule 6: 197 days

7.13.2 The District and the CSEA shall consult regarding the establishment of annual work calendars. Work calendars shall be jointly developed based upon the traditional calendar pattern in the District, and which are properly aligned with the calendars in the Fullerton Joint Union High School District.

7.13.3 If the State subsequently modifies the student instructional year requirements, the District and the CSEA shall meet to discuss possible revisions to this section.

7.14 **Shift Differential**

All full-time classified employees who work a night shift starting at/or after 2:00 p.m. will be paid a differential of an additional 5% for those days when assigned to a night shift.

7.14.1 The District and the CSEA shall consult regarding the establishment of annual work calendars. Work calendars shall be jointly developed based upon the traditional calendar pattern in the District, and which are properly aligned with the calendars in the Fullerton Joint Union High School District.

7.15.1 **Working Out Of Classification**

7.15.1 Employee assigned by the District to perform duties inconsistent with those normally assigned to the employee's classification for a period of five (5) working days or more, within a fifteen (15) day period, shall have:

- 7.15.1.1 Their salary adjusted upward for the entire period such employee is assigned by the District to work out of classification.
- 7.15.1.2 The out-of-classification adjustment required shall be closest to but not less than a five percent (5%) increase in the out-of-classification assignment.
- 7.15.1.3 In no event shall placement be at lower than the first step in the salary range nor higher than the last step in the salary range.
- 7.15.1.4 Note: While assigned to fill in for an absent employee or working in a vacant position in a higher classification may be called "subbing", it is the intention of the parties that this is defined as working out of class and will be paid in accordance with 7.15.

7.15.2 In case of working out of class for less than five (5) days payment shall be at the first step in the salary range of the higher classification or the employees' current rate, whichever is higher.

ARTICLE 8
SALARY SCHEDULE AND EMPLOYEE BENEFITS

The following agreements for an increase in Salary have been reached for the 2022-2023 school year.

8.1 For the 2022-2023 school year, classified salary schedules for all classified employees shall be increased by 6% ongoing across the board, effective upon ratification paid retroactively to July 1, 2022. A 4% one-time off-schedule payment, based upon the 2022-2023 salary schedule, shall be applied to base salaries for all unit members employed by the District as of the date of Board approval, anticipated to occur on February 9, 2023.

8.2 **Application of Salary Schedule**

8.2.1 **Initial Placement**

All new employees shall be appointed at the hiring rate for the classification as approved by the Commission. The hiring rate shall be the first step of the schedule unless the new employee has related experience, education or training which qualifies for starting at the second or third step. Notice will be provided to CSEA President if initial placement is higher than Step 1.

8.2.2 **Step Advancement**

Employees placed on Step 1 of a range will advance to Step 2 on the first of the month following completion of six months of service in the class. Each succeeding step will be attained one year from the preceding step. New employees placed above Step 1 of any range will advance on one-year intervals until the maximum step has been achieved.

8.2.2.1 Annual step movements on the salary schedule shall be granted during the term of this Agreement. At the end of this Agreement, continuation of said annual movements for the 2016-2017 school year shall not be automatic but shall be the subject of bargaining between the parties.

8.2.3 **Longevity Advancement**

At eight (8) years a 2% salary increase; at ten (10) years an additional 2% salary increase; at fifteen (15) years an additional 2% salary increase; and at twenty (20) years an additional 6% salary increase, and at twenty-five (25) years an additional 3% salary increase effective July 1, 2017 as per the Classified Salary Schedule in Appendix 1.

8.2.4 **Promotions**

An employee who receives a promotion to a class allocated to a higher salary range shall be placed on the first step of the salary range that is next above the rate the employee received in the previous class. For the purpose of this rule, appointment of an employee to a class with a salary range equal to or below the current range shall not be considered a promotion and shall not warrant a salary increase; in such cases, placement will be made on the same rate formerly earned by the employee not to exceed the maximum of the range of the class to which employee is appointed.

8.2.5 Placement After Leave of Absence

Unless the leave taken under these rules or law provides that the break in service will be disregarded, the employee upon return from a leave of absence will resume employee's step placement and advancement on the range as if the leave had not been taken, but leave will not be counted for step advancement purposes.

8.2.6 Placement When Demoted

8.2.6.1 An employee who accepts voluntary demotion shall be placed on the step of the range of the lower class which is closest to the rate he earned in the higher class, provided that employee shall not receive a salary increase thereby. Employee shall retain the anniversary date established in the higher class.

8.2.6.2 The order in an involuntary demotion shall specify the step of the schedule at which the employee shall be placed. Involuntary demotion can only occur as a result of disciplinary action.

8.3 Health, Vision and Dental Insurance

8.3.1 The District shall provide to employees who have completed one month plus one day of District service: employee and dependent health insurance including vision, employee dental insurance, and employee term life insurance. Pursuant to state definition, domestic partners of unit members may be included under employee health coverages.

8.3.1.1 Effective with the start of the 2003-04 school year, a unit member going onto unpaid leave of absence status for 30 calendar days or longer and who does not receive a District fringe benefit contribution for said leave duration, shall be eligible to receive a District fringe benefit contribution upon return to active status, beginning with the start of the month in which he/she renders service for at least half of the regular work days in said month.

8.3.2 The above benefits are also subject to the following eligibility:

8.3.2.1 Those employees who prior to May 1, 1993, were working four (4) or more hours per day shall continue to receive full benefits; thereafter, employees new to the District or existing part time employees who have their assignment extended to six (6) or more hours per day and thirty (30) hours per week shall receive full benefits.

8.3.2.2 Those employees who work less than four (4) hours per day and twenty (20) hours per week shall receive no fringe benefits paid by the District; thereafter, employees new to the District, or existing part time employees who have their assignment extended to less than six hours per day and 30 hours per week shall receive no fringe benefits paid by the District.

SALARY SCHEDULE AND EMPLOYEE BENEFITS- Cont'd

8.3.3 An alternate choice of health and dental insurance plans will be provided as described herein. Medical plan choices include: SISC Anthem Blue Cross HMO 20, Anthem Blue Cross HMO 30, Anthem Blue Cross PPO Plan J, Anthem Blue Cross High Deductible Health Plan A, Kaiser HMO 20, Kaiser HMO 30, Kaiser HMO Deductible \$500, Rx: \$10/30. Dental plan choices include: Delta Dental (PPO plan), or Delta Dental (HMO plan); and Vision Service Plan (VSP).

8.3.4 The aforementioned limits upon the District's contributions towards health benefits apply to any health insurance plan selected by the employee.

Any premium costs that exceed the maximum contribution shall be paid by the employee through equal tenths payroll deductions.

8.3.5 Unless modified by subsequent negotiations between the parties, the District sole obligation for 2014-2015 and beyond with regard to the maintenance of employee fringe benefits as described herein, shall be to continue the amount of an FTE employee's premiums that it was paying as of January 1, 2014.

Should any reduction of costs to the District be realized, the difference shall be refunded to the bargaining unit members on an equal dollar basis disbursement to be determined at the time that the monies are realized by CSEA.

8.3.6 Effective February 1, 2023, the District's tenths contribution towards the cost of health benefit shall not exceed:

	<u>Medical</u>	<u>Delta Dental PPO</u>	<u>Delta Dental HMO</u>	<u>VSP (Vision Service Plan)</u>
Single Party	\$614.00	\$136.00	\$70.00	\$12.00
Two-Party	\$1297.00	\$136.00	\$70.00	\$24.00
Family	\$1854.00	\$136.00	\$70.00	\$34.00

8.3.6.1 A \$50,000 level term life insurance policy shall be made available to full time active employees; if available, a pro-rated face value policy shall be made available to part time employees, subject to carrier provisions. District fully pays the monthly rate of \$6.45.

8.3.6.2 All employees who are employed for at least fifteen (15) hours per week are eligible to participate in the District's Section 125 Cafeteria Plan. The Plan includes excess insurance premium reimbursement, excess medical cost reimbursement, and reimbursement for approved childcare up to \$5,000 annually. There will be no cost to the employee to join the Plan, but the employee will pay the monthly administrative costs of administering their employee's claims. The Plan year will be October 1st through September 30th.

SALARY SCHEDULE AND EMPLOYEE BENEFITS - Cont'd

8.4 Enrollment Procedures

8.4.1 Prior to October 1 of each school year the employee will make a selection of the type of plans desired. Upon initial hiring, new employees will be required to schedule a meeting with American Fidelity to enroll in their benefit selection.

8.4.1.1 Pursuant to State definition, domestic partners of unit members may be included under employee health coverage.

8.4.2 If dependent coverage is elected, the employee will authorize the necessary payroll deduction.

8.4.3 Once a choice is made, the selection will be in force effective October 1 until the following September 30.

8.4.4 An employee on unpaid leave may elect to continue health or dental insurance by remitting the total monthly premium to the District in cash prior to the first of each month. In the event the payment is not received within ten (10) working days of the due date, the employee's coverage will be canceled.

8.5 Employee Travel

8.5.1 Employees who are required to travel to two or more District sites per day on a regular basis shall be compensated at the IRS rate per mile for use of their personal automobiles.

8.5.2 Mileage will be accumulated and tabulated monthly on a District form, approved by the immediate supervisor, and will be paid by the District monthly.

8.6 Payroll Deductions

The District shall withhold from the salary of employees, payroll deductions which have been authorized in accordance with the following procedure:

8.6.1 In the beginning of the school year, all employees shall complete and sign an authorization form for payroll deductions.

8.6.2 Total monthly deductions for all items must be \$1.00 or more.

8.6.3 Deductions will be made from ten (10) checks beginning October 1 and ending July 1.

8.6.4 Funds deducted from payroll will be promptly remitted to designated organizations by the District. Payroll deductions from CSEA Members in amount equivalent to CSEA Dues shall be made and continued in accordance with the provisions of Article 17 of this Agreement.

8.6.5 Tax sheltered annuities must be authorized by a separate contract amendment form provided through the insurance agent.

8.6.6 Additional payroll deduction options must be authorized by the Board of Education.

SALARY SCHEDULE AND EMPLOYEE BENEFITS - Cont'd

8.7 **Meals**

Any employee in the bargaining unit who, as a result of work assignment, must be away from the District overnight shall be reimbursed for the cost of their meals pursuant to District policy.

8.8 **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.

8.9 **Uniforms**

If required by the District or the State, the District shall pay the full cost of the purchase or lease of uniforms to be worn by bargaining unit employees. Said uniforms can only be worn in the performance of District duties or travel to and from said duties. (This section shall be interpreted to include the purchase of three food service aprons per school year and hairnets for food service employees.)

8.10 **Early Incentive Retirement Plan (Options A and B)**

8.10.1 **Option A**

To be eligible to qualify for early retirement, the retiree must have been employed and receiving annual health and welfare district benefit contribution for the twenty (20) consecutive years prior to retirement and be fifty-five (55) years of age.

8.10.1.1 Retiree and eligible spouse will be entitled to individual health and dental benefits that the District provides classified personnel; a retiree must remain in the health and dental option enrolled in immediately prior to retirement, or whatever said option might become in the future. The District shall also provide a retiree under this option with the term life insurance benefit for active employees, as described in Section 8.3.6.5. Notwithstanding any other provision of this Agreement, the District shall not be required to make a greater annual contribution for a retiree's health and dental benefits than the premium amount it makes for an active employee for said coverage.

8.10.1.2 Health and dental benefits under this program would be available and continued in force only if other health and dental benefits of equal or comparable value are not available through other employment of the retiree or retiree's spouse, which would be considered permanent employment. Employment would be considered permanent if the duration were for one year or more in a full time position. The life, health and dental benefits will terminate when the retiree becomes eligible for Medicare or other governmentally provided coverage. If a retiree's dependents are eligible or covered for fringe benefits by some other agency, said dependents shall not be provided with District coverage.

SALARY SCHEDULE AND EMPLOYEE BENEFITS - Cont'd

8.10.1.3 Termination of this Agreement shall become effective on the earliest of the following occurrences: the last day of the month following the retiree's 65th birthday; the retiree's eligibility for Medicare coverage; by mutual agreement of both parties; or in order to comply with 8.10.1.2, above. Dependent coverage, if any, as provided herein, shall cease on the first of the month following the death of the employee.

8.10.1.4 An Early Retirement committee consisting of two Board Members, the Superintendent, the Superintendent's designee or the Classified Personnel Director, and a designated representative from the California School Employees CSEA Chapter #135 may interview applicants and recommend to the Board of Trustees for a final decision. Applications will be submitted from May 1 to May 15; by mutual agreement of the District and the CSEA, and under unusual circumstances, said application period may be extended. The applicant will be notified by June 15 of the status of the request. Benefits for successful applicants will commence July 1.

Criteria to be Considered for Applicants

1. Total years in La Habra City School District
2. Health of applicant
3. Personal circumstances of the applicant
4. Economic conditions of the District

8.10.1.5 The Board of Trustees shall reserve the right to review and evaluate the early retirement policy and procedures at any time deemed necessary to affect its efficiency and implementation. In no event shall the number of retired employees participating in the program at any time exceed 10 participants receiving District fringe health and dental benefit contributions.

8.10.2 Option B

As an alternative to Option A, above, an employee may opt for the following Early Retirement Incentive Plan. All provisions of Option B shall be identical to those of Option A, except as provided for below.

8.10.2.1 Eligibility for Option B shall be based upon ten (10) consecutive years of District service and attainment of age fifty-five (55).

8.10.2.2 The District shall provide the retiree with employee only medical insurance coverage, subject to the provisions of Section 8.10.

8.10.2.3 The retiree shall be allowed to purchase dependent medical insurance coverage through the District's plan, subject to the provisions and procedures of the District's medical insurance carrier.

8.10.2.4 The retiree may purchase other District fringe benefits through COBRA.

SALARY SCHEDULE AND EMPLOYEE BENEFITS - Cont'd

8.11 **Fingerprinting Requirement**

Employees initially hired after January 1, 1989, shall be provided with required fingerprint processing, up to the prevailing amount established by the California Department of Justice.

8.12 **Professional Growth**

8.12.1 The District shall appropriate up to \$3,000 per year for a Program of Professional Growth; in no event shall said annual amounts accumulate beyond \$10,000.

8.12.2 The Professional Growth Program shall be limited to permanent employees.

8.12.3 Reimbursement for Professional Growth Classes shall be limited to actual tuition costs, not to exceed \$50.00 per class, and actual textbook costs, not to exceed \$50.00 per class; in no event may an employee receive more than \$300.00 per school year of said tuition and textbook reimbursements.

8.12.4 Reimbursement shall be made upon proof of satisfactory completion of course work (grade of "C" or better, or "pass" or "credit" in non-graded situations).

8.12.5 Reimbursement shall be made only for classes approved in advance by the Professional Growth Committee.

8.12.5.1 Approval preference shall be given to requests for job-related classes.

ARTICLE 9
LAYOFF AND REEMPLOYMENT

9.1 Reason for Layoff

Layoff shall only occur for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the classification shall be determined by length of service. The employee who has been employed the shortest time in the classification plus higher classifications shall be laid off first. Length of service shall mean hire date seniority (i.e. first date of hire in a probationary status), minus periods of unpaid leaves of absence for purposes other than military, maternity, health rehabilitation and industrial accident; said unpaid leave exceptions shall be limited to six (6) months duration for leaves requested at the discretion of the employee.

9.2 Notice of Layoff

The affected employee shall be entitled to preliminary written notice no later than March 15 and final notice before May 15 that the employee's services will not be required for the ensuing year. Procedures for layoff notice and right to hearing are set forth in Education Code Section 45117.

9.3 Order of Layoff

Any layoff shall be affected within a classification.

9.4 Bumping Rights

An employee laid off from employee's present classification may bump into the next lowest classification in which the employee has greater seniority, or into an equal classification in which employee has previously served and has greater seniority in that classification by virtue of service in said class. The employee may continue to bump into lower classes to avoid layoff.

9.5 Equal Seniority

If two or more employees subject to layoff have equal class seniority, the layoff determination shall be made by lottery.

9.6 Reemployment Rights

Laid off persons are eligible for reemployment in the classification from which they are laid off for a thirty-nine (39) month period and shall be reemployed in the classification in preference to new applicants.

9.7 Voluntary Demotion or Voluntary Reduction in Hours

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall, in addition to thirty-nine (39) months, be granted an additional twenty-four (24) months of reemployment rights.

LAYOFF AND REEMPLOYMENT - Cont'd

9.8 **Notification of Reemployment**

An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District, by certified or registered mail.

9.9 **Employee Notification to the District**

An employee shall notify the District in writing of their intent to accept or refuse employment within ten (10) working days following receipt of the reemployment notice. Failure by the employee to tender the written notice to the District within ten (10) days, as provided for herein, shall be deemed a refusal of employment by said employee. The laid off employee may decline three offers of employment before relinquishing their position *on* the list. If an employee on a reemployment list refuses the third offer of employment, no additional offers will be made, and the employee shall be considered unavailable for work.

9.10 **Reemployment**

Employees who accept a position lower than their highest former classification shall retain their original thirty-nine (39) months right to the higher position.

9.11 Layoff as used herein shall refer to separation from service ~~or reduction in assigned time~~.

9.12 Only alleged procedural violations of the provisions of this Article shall be subject to the Grievance Procedure (Article 4) as set forth in this Agreement.

9.13 If a laid off unit member is reemployed by the District within thirty-nine (39) months, employee shall have the sick leave accrual and seniority date reinstated to that in effect for employee at the time of layoff.

ARTICLE 10
LAYOFF ACTION AND EFFECTS RELATED THERETO

- 10.1 For voluntary and involuntary layoffs of bargaining unit employees, District fringe health and welfare benefit coverage for said employees will continue for three (3) full months following the effective date of the layoff.
- 10.2 During the terms of the current Agreement any existent classified employee bargaining unit positions that may be eliminated due to lack of funds or lack of work shall not subsequently or permanently be filled by employees outside the classified service, or work experience students.

ARTICLE 11
SAFETY CONDITIONS OF EMPLOYMENT

- 11.1 The District agrees to abide by all applicable State and Federal regulations concerning safe conditions of work and to maintain its present policies in this area during the term of the Agreement.
- 11.2 The Chapter President and one (1) bargaining unit member appointed by the CSEA shall be members of the District Safety Advisory Committee.
- 11.3 The bargaining unit members of the committee shall be allowed release time to carry out their obligations under Section 11.2.
- 11.4 No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 11.1.
- 11.5 The District agrees to furnish bargaining unit members with necessary safety equipment as required by law or District policy.
- 11.6 The District Safety Committee shall meet quarterly; if necessary, the Committee may be convened more frequently.

ARTICLE 12
EXTENDED DAY CARE PROGRAM

The provisions of this Article dealing with working conditions of bargaining unit members and positions assigned to the District's Extended Care Program became operative August 31, 1998. The Summer Camp for 1999 and beyond shall be considered limited term employment consistent with the current District practices dealing with summer school assignments for ten (10) month employees.

- 12.1 There are currently four (4) bargaining unit classifications currently planned for the District's new Extended Care Program: Site Lead; Site Assistant; Worker; and Clerk/Registrar. If additional classifications are subsequently created at the Extended Care Program, the District and the CSEA shall meet and negotiate regarding bargaining unit inclusion or exclusion; if bilateral agreement is not reached, the matter shall be referred to the Public Employment Relations Board.
- 12.2 The ten (10) month work schedule and the salary rates for these four (4) classifications are contained in the appendices of this Agreement. The District and the CSEA recognize that the dollar value of said salary rates shall be subject to possible adjustment in future years based upon the revenues generated by the Extended Care Program rather than other sources of District revenues; it is the intention of the parties to operate a self-sufficient program.
- 12.3 Recruitment for said newly created classes shall begin after the 1998 Spring Recess. Current District employees as well as outside candidates may apply for said new classifications, and if all candidate factors are judged equal by the Superintendent, or his designee, hiring preference shall be given to applicants who are District employees.
- 12.4 All portions of this collective bargaining agreement shall apply to bargaining unit positions assigned to the Extended Care Program except as follows:
- 12.4.1 Section 3.2 shall be rewritten as follows:
- Day shall mean any day on which the Extended Care Program is open for business.
- 12.4.2 Section 3.5 shall be deleted.
- 12.4.3 Section 5.5 shall have the first sentence rewritten, as follows: Employee members of the immediate family will not be assigned to the same work site without the prior written approval of the immediate supervisor.
- 12.4.4 Article VII shall not apply to Extended Care Program employees, except for the specific following provisions: 7.1, 7.2, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.11, 7.14, 7.16.
- 12.4.5 The reimbursement provisions of Section 8.5 shall apply to the class of clerk/registrar, regardless of the number of sites visited.
- 12.5 Since it is the intent of the parties to prevent any General Fund encroachment by the Program, the parties agree that layoffs or reductions in assigned time because of financial exigencies for the class of Extended Care Worker shall, to the extent permitted by law, be done by site and only require 48 hours prior notice. Similarly, reductions in assigned time because of financial exigencies for any program, employee shall not require more than 48 hours prior notice.

ARTICLE 13
SAVINGS PROVISION

- 13.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law and will be subject to immediate renegotiation. All other provisions will continue in full force and effect.
- 13.2 In the event the Education Code of the State of California is amended or revised and within the scope of representation, the parties shall negotiate on those provisions not in the Contract.
- 13.3 Merit System Rules shall be continued for the life of this Contract if not inconsistent with this Contract.

ARTICLE 14
TERM

- 14.1 This Agreement shall remain in force from July 1, 2022, through June 30, 2025 and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than April 30, 2025 of its request to modify, amend, or terminate the Agreement.
- 14.2 If either party chooses to reopen negotiations for the 2023-24 school year, reopener negotiations will commence following sunshining proposals in April 2023. Reopener negotiations will be limited to one (1) article each in addition to Article 8 – Salary Schedule and Employee Benefits.
- If either party chooses to reopen negotiations for the 2024-2025 school year, reopener negotiations will commence following sunshining proposals in April 2024. Reopener negotiations will be limited to one (1) article each in addition to Article 8 – Salary Schedule and Employee Benefits.
- 14.3 The District and CSEA have concluded negotiations for the term of this agreement subject to Article 14. The bargaining teams for both CSEA and the District recommend ratification of this tentative agreement.

ARTICLE 15
TRANSPORTATION

Notwithstanding the provisions of Section 7.3, the following provisions shall apply to Transportation Department employees only, and shall supersede the provisions of 7.3.

DEFINITIONS

For purposes of the Transportation Article, a driver is "not available" when the driver is on the clock, absent or cannot cover the assignment in a timely manner. In the event that a driver is "not available", his/her name will not be dropped to the bottom of the rotation.

When a driver is "available" but chooses to not accept an assignment due to personal preference, this will be considered a "decline" of the assignment. In the event that a driver "declines," his/her name will drop to the bottom of the rotation list.

A "redesigned" route is any change to an existing route.

A "reassigned" route is an existing route temporarily assigned to a different driver(s).

15.1 Driving Assignments

15.1.1 Regular School Year

All regularly scheduled school year bus routes in the La Habra City School District shall be selected (i.e. bid) by bus drivers based on hire date seniority in the Transportation Department.

- a. Annual bidding will take place at drivers' orientation prior to the start of the school year.
- b. All routes shall be available for review by the drivers prior to the actual bid day.
- c. Drivers on a leave of absence can submit a proxy bid to the Director of Transportation before bidding.
- d. When a vacancy occurs, the route to be redesigned or reassigned will go out to bid.
- e. Permanently redesigned routes that result in an increase in hours will go out to bid.

15.1.2 Temporary Route Assignments

a. Short Term Temporary Assignments

Short term assignments are for up to two weeks. These assignments will be assigned as extra hours on a rotating seniority basis to the next available driver. When no single driver is available to cover the entire short term assignment, the assignment will be allocated between more than one driver.

TRANSPORTATION - Cont'd

1. A driver is not available to accept a short term assignment when the driver is on the clock, absent, or cannot cover the short term assignment in a timely manner. In the event that a driver is not available his/her name will not be dropped to the bottom of the rotation.
2. When a driver declines a short term assignment, his/her name will be dropped to the bottom of the rotation for short term assignments.

b. Long Term Temporary Assignments

Long term assignments are for more than two weeks. Long term assignments will be either "reassigned" or "redesigned". In either case the long term assignment will go out to bid for the duration of the absence of the driver.

c. Return to Regular Assignments

When the driver can return to work, the driver will return to his/her regular assignment. This will result in the return of drivers to their regular bid upon assignments.

15.2 **Field Trip Assignments**

15.2.1 Field Trips during regular school days (Monday through Friday day trips) will be assigned on a rotating basis – using a separate assignment list.

15.2.2 Field trips during Saturday, Sunday, holiday or night trips will be assigned on a rotating seniority basis – using a separate assignment list.

15.2.3 Sign-up for field trips.

15.2.3.1 First at beginning of year.

15.2.3.2 Second when a rotation series is completed, on or about the beginning of the second semester.

15.2.3.3 Summer.

15.3 **Sign On/Bus Check Out**

Allows fifteen (15) minutes prior to leaving yard for check-out and fifteen (15) minutes for check-in.

15.4 **Standby Time**

Drivers required to standby for a run to begin within thirty (30) minutes will remain in paid status.

TRANSPORTATION - Cont'd

15.5 **Driver Certificates and License Renewal**

To be paid by the District - Driver's DMV license (the amount in excess of the employee's personal drivers license), Driver's CHP Certificate and Driver's Medical Certificate. Bus Drivers will be paid their hourly rate to maintain all required licenses and certificates, plus mileage when applicable.

15.6 **Training**

To be paid by the District - classes for certificate renewal or other mandatory training. Bus Drivers will also be paid their hourly rate for all required training, plus mileage when applicable.

TOI cards will be posted in the Bus Driver's Lounge, unless otherwise requested.

The annual training calendar will be posted in August in the Bus Driver's lounge. If adequate training opportunities are not provided, alternative training options will be provided by the District.

15.7 **Release Time**

Classified employees who request to review the assignment of hours will be allowed to do so during the paid work day.

15.8 **Extra Time/Overtime**

Any overtime/extra time available to be worked by bargaining unit members in the Transportation Department shall be rotated based on hire date seniority in the Transportation Department and availability. This rotation shall start with the most senior Transportation bargaining unit member and cycle through the rest of the Transportation bargaining unit before the rotation makes its way back to the most senior bargaining unit member. Field Trips Assignments see 15.2

15.8.1 Extra time and overtime logs shall be available for bus drivers to review during the school year.

15.9 **Permanency Within the Bargaining Unit**

Permanent bargaining unit members will be offered extra driving assignments based on hire date seniority in the Transportation Department and availability prior to the extra driving assignments being offered to substitutes or contracted out. Certain program needs for special education students may not be subject to this requirement.

ARTICLE 16
SPECIAL EDUCATION PARAEDUCATORS

The following provisions shall apply to Instructional Assistants I, II and III and Inclusion Assistants and shall supersede the provisions of Article 5.7. For the purpose of this Article, the abbreviation IA shall refer to Instructional Assistants I, II, and III and Inclusion Assistants.

16.1 Training

Instructional Assistants, Inclusion Assistants, and Special Needs Bus Aides will be required to participate in the following trainings: CPR, Special Education 101 (SPED 101), and Classroom Management. Instructional Assistants III will be required to participate in Nonviolent Crisis Intervention (NCI) training. Instructional Assistants I and II, Inclusion Assistants, and Special Needs Bus Aides will be given the opportunity to attend NCI training each year.

16.2 Extra-Time Assignments

Only Instructional Assistants I and II who have completed NCI training will be offered extra-time assignment opportunities that are Instructional Assistant III level work. For these assignments, NCI certification will be considered prior to site-based seniority as stated in Article 7.3.

Instructional Assistants I and II will indicate their interest in Instructional Assistant III extra-time assignments according to process in the Special Education Paraeducator Handbook.

16.3 Work Shift Assignments and Transfers

Before the end of the school year, the District will survey IAs regarding work schedules for the upcoming school year. The primary focus of the survey will be to determine availability for an AM and/or PM shift. By the end of June, IAs will be notified of their initial shift and worksite assignments. IAs and their supervisors may mutually agree to changes in shifts up to 30 minutes.

IAs will be given at least a two (2) week notice for shift changes. The IA may agree to start the new shift sooner. Reasonable effort will be made to maintain an AM or PM shift.

IAs may be administratively transferred due to changes in student/program needs. If requested, the immediate supervisor shall provide in writing the reasons for the transfer. The District will provide at least a two (2) week notice for administrative transfers. Shifts may change up to 30 minutes when transferred to another schools site due to differences in bell schedules. The District will work with the IA should the transfer cause a scheduling issue with the goal of finding a mutually agreeable solution.

ARTICLE 17
ORGANIZATIONAL SECURITY

- 17.1 The District and CSEA recognize the right of unit members to form, join and participate in the lawful activities of unit member organizations and the equal alternative right of unit members to refuse to form, join and participate in unit member organizations. Neither the District nor the CSEA shall exert pressure on, or discourage or discriminate against a unit member exercising the membership participation or organizational activities rights guaranteed herein.
- 17.2 CSEA shall have the sole and exclusive right to have dues deducted for unit members.
- 17.3 In the information provided by the District to new hires there will be included an introductory letter from CSEA. The District shall refer all unit member questions about CSEA membership or dues to the CSEA Labor Relations Representative.
- 17.4 The District shall deduct dues from the wages of CSEA members in accordance with the CSEA dues schedule. There shall be no charge to the CSEA for dues deductions.
- 17.4.1 Dues deductions shall occur within the first pay period or within thirty (30) days of notification from CSEA staff.
- 17.5 The District shall refer all unit member requests to cancel membership to the CSEA Labor Relations Representative.
- 17.5.1 The District shall rely on information provided by CSEA staff regarding the cancellation of membership. CSEA staff shall confirm all membership dues cancellations in writing with the District's Payroll Department. Payroll adjustments shall occur within the following pay period or within thirty (30) days of notification from CSEA.
- 17.6 The District shall promptly notify the CSEA Labor Relations Representative within ten (10) business days of any California Public Records Act request regarding union membership.
- 17.7 CSEA shall defend, indemnify and hold harmless the District from any and all claims, costs, demands, suits or any other action arising from the implementation of the provisions of this Article.
- 17.7.1 The District shall promptly notify the CSEA Labor Relations Representative of any and all claims, costs, demands, suits or any other action arising from the implementation of the provisions of this Article.
- 17.7.2 The parties each agree to cooperate with each other and to promptly furnish any information needed by the other party to respond to any and all claims, costs, demands, suits or any other action arising from the implementation of the provisions of this Article.
- 17.8 The District agrees that CSEA's officials, including the CSEA Labor Relations Representative and other representatives, shall have the right to contact bargaining unit members at District work sites during any non-duty hours of unit members regarding CSEA business at times other than during the respective unit members' working hours; i.e., on scheduled breaks or lunch time, or before or after their work hours. Authorized CSEA representatives shall notify the administrative office of each District work site of their presence on the site. The intent is to allow CSEA reasonable access to unit members without unduly disrupting District operations.

ORGANIZATIONAL SECURITY - Cont'd

- 17.9 On one non-student prep day per year all newly hired classified unit employees will have their schedule modified to include a new hire orientation at the District office with the CSEA Chapter 135 President, CSEA assigned Labor Relations Representative, and two (2) District representatives. The Chapter President will be released with pay for the purposes of this meeting which will last one-half hour. The designation of which non-student prep days, meeting logistics and employee notice will be administered together with the Chapter President and the District appropriate administrator.

ARTICLE 18
MISCELLANEOUS PROVISIONS

18.1 School Beautification

Parties' volunteers may be permitted to perform School Beautification projects at a given site on two (2) non-student days per year, subject to the following conditions:

18.1.1 The parents of sponsoring support group shall submit a written request for a School Beautification project, including the following information: date; brief description of the projects that are intended to spruce the school appearance; number of volunteers expected to participate; school/district supplies and/or equipment that may be necessary; and any other pertinent information.

18.1.2 The Director of Maintenance, Operations and Facilities and the Chapter President of CSEA La Habra Chapter #135 shall meet to consult about the request and its relationship to bargaining unit members.

18.1.3 The District shall notify the parent volunteers of its decision on the request for a School Beautification Day, and any conditions related thereto; a copy of said decision shall be sent to the CSEA President and impacted unit member(s).

18.1.4 The District shall assign a bargaining unit member(s) to coordinate the work of volunteers and supervise District property during the School Beautification activity.

18.2 Subcontracting

The District may utilize subcontractors or other temporary persons not covered by this Agreement to perform duties that might otherwise be done by bargaining unit members; however, no bargaining unit member shall be laid off or have a reduction in assigned time as a result of the utilization of subcontractors or temporary employees. Some examples of permissible subcontracting would include specialized ability, lack of equipment, scheduling of work, cost effectiveness or public contracting requirements.

ARTICLE 19
PERFORMANCE EVALUATIONS

19.1 Times for Evaluations

All classified employees shall be evaluated by their immediate supervisor or the site principal. Probationary employees are evaluated at the end of their second and fifth month of service. Permanent employees are evaluated each year between February and April. The evaluation form to be used is included at Appendix 1.

19.1.1 After three (3) years of receiving an overall rating of "Meets Expectations" in the same classification, permanent employees will be evaluated at two (2) year intervals.

19.1.2 Probationary or permanent employees may be evaluated more frequently, at the discretion of the immediate supervisor or annually at the request of the employee.

19.2 Evaluation

Employees shall be evaluated by the site principal or their immediate supervisor and reviewed by the department supervisor.

19.2.1 The immediate supervisor shall present the evaluation form to the employee and shall discuss it with him/her. The evaluation form shall be signed by the employee to indicate receipt and the employee shall be given a signed copy. The performance evaluation form shall be reviewed by the department supervisor and then filed in the employee's personnel file.

19.2.2 Evaluations shall be made based upon substantiated information or statements. Any negative comments in the evaluation shall include specific recommendations for improvement and the employee shall have the right to review and respond to any evaluation within ten (10) business days.

19.2.3 When underperformance is identified in the formal evaluation, the employee may be provided with a performance improvement plan. The purpose of the performance improvement plan is to address areas of growth so that specific expectations are clear, resources are made available to support the employee, and the employee is given an opportunity to demonstrate competency in the identified area(s) of underperformance.

19.3 Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

19.4 It is the intention of this article to set forth the applicable procedures and requirements for the evaluation of employees.

**LA HABRA CITY SCHOOL DISTRICT
CLASSIFIED PERSONNEL PERFORMANCE EVALUATION**



Employee Name: _____		Job Title: _____	
Work Location: (drop down)	Probation: 2nd Month <input type="checkbox"/> 5th Month <input type="checkbox"/> Annual: <input type="checkbox"/> Other: _____	Evaluation Period: 20 ____ to 20 ____ Days absent to date: _____	

PERFORMANCE DIMENSIONS: Place an “X” in the box in front of the phrase or phrases in each column that most closely describes the employee’s performance over the period covered by this evaluation.

1. **JOB KNOWLEDGE** consists of the understanding and application of correct and efficient methods and skills for satisfactory performance.

A. Responsibilities

- All responsibilities of the job are completely understood.
- Major responsibilities of the job are understood.
- Most common responsibilities of the job are understood; knowledge of some phases incomplete.
- Knowledge about key aspects of the job are inadequate.

B. Methods

- Consistently applies sound, effective and efficient methods in performance of work.
- Methods used typically are effective and efficient; work done in allotted time.
- Methods used need improvement; work at times not completed properly and/or in a timely manner.
- Methods used ineffectively or inefficiently; work frequently not done in a timely manner.

C. Skills

- Required skills are satisfactory.
- Most skills are satisfactory; some need improvement.
- One or more required skills are absent or below a satisfactory level.

2. **QUALITY OF WORK** consists of the organization, accuracy, and prioritizing job duties.

A. Organization

- Work is consistently organized.
- Work is organized; seldom needed to be redone.
- Work at times is disorganized and needs to be redone.
- Work often is unsatisfactory or needs to be redone.

B. Accuracy

- Work consistently done correctly.
- Work quality acceptable; mistakes limited in number.
- Work is sometimes inaccurate and/or incomplete.
- Work frequently contains numerous errors and/or incomplete.

C. Prioritizing

- Prioritizes so that the most important tasks are consistently completed.
- Prioritizes so that tasks are typically met.
- Ineffective prioritizing occasionally results in important tasks not being completed.
- Ineffective prioritizing frequently results in important tasks not being completed.

3. **WORK CHARACTERISTICS consists of initiative and resourcefulness, adaptability to job pressure or change, and attitude.**

A. Initiative and Resourcefulness

- Problems are consistently identified and solved independently; takes initiative, requires little supervision.
- Problems are frequently identified and solved independently; involved supervisor when needed.
- At times needs assistance to handle items within regular responsibilities.
- Problems are overlooked or not seen; assistance required.

B. Adaptability to Job Pressure or Change

- Adapts consistently to job pressure or change; demonstrated ability to maintain a poised and calm demeanor.
- Demonstrates the ability to adapt to job pressure or change in a reasonably effective manner.
- At times may react improperly to job pressures causing problems in effectively handling situations.
- Job pressure or change is met with tension, loss of professionalism, or other ineffective behavior.

C. Attitude

- Consistent positive attitude and enthusiasm about work.
- Positive attitude frequently displayed; job satisfaction apparent.
- Has difficulty at times maintaining a positive and/or cooperative attitude.
- Negative attitude displayed; dissatisfaction with or open dislike for the job was apparent.

4. **RELATIONSHIPS WITH OTHERS consists of courtesy and respect, confidentiality and effective oral communication.**

A. Interacting with Adults

- Courtesy and respect consistently demonstrated.
- Courtesy and respect usually displayed.
- Comments or actions sometimes offended others.
- Comments or actions often seen as disrespectful or discourteous.

B. Confidentiality N/A

- Maintains confidentiality; no inappropriate discussions of job-related matters.
- Lapse in judgment regarding confidentiality.
- Multiple issues where confidentiality was not maintained.

C. Interacting with Students N/A

- Courtesy and respect consistently demonstrated.
- Courtesy and respect usually displayed; considerate and understanding of students.
- At times difficulty interacting with students and occasionally inconsiderate in working with students.
- Frequently uncooperative and unpleasant in interacting with students.

5. **SAFETY AND USE/CARE OF EQUIPMENT OR MATERIALS consists of the correct operation and maintenance of equipment.**

A. Safety Procedures

- Safe work procedures are followed; potential hazards addressed effectively.
- Generally are followed safe working procedures.
- At times fails to follow safe working procedures.
- Does not follow safe working procedures.

B. Operation and Maintenance of Equipment and/or Materials N/A

- Equipment consistently used with appropriate care and maintenance.
- At times fails to exercise good judgment; equipment damaged.
- Equipment used carelessly resulting in costly maintenance.

6. DEPENDABILITY consists of reporting to work on time and completing assigned work.

A. Attendance

- Reports to work daily and punctually.
- At times fails to report to work daily and/or punctually.
- Does not report to work daily and/or punctually.

B. Completes Assigned Work

- Follows assigned schedule and written and oral instructions.
- At times fails to follow the assigned schedule and/or written and oral instructions.
- Does not follow assigned schedule and/or written and oral instructions.

OVERALL EVALUATION

Exceeds Standards Meets Standards Needs Improvement Unsatisfactory

COMMENTS:

PROBATIONARY PERIOD

Initial: Continue Terminate from this position

Secondary: Grant Permanent Status Terminate from this position

PERFORMANCE IMPROVEMENT PLAN: Yes (See Attached) No

Supervisor Signature _____

Date _____

This report has been discussed with me. Signing this form does not necessarily mean that I agree with all of the ratings. I understand that I have an opportunity to provide a written statement regarding this evaluation.

Employee Signature _____

Date _____

Employee Comments – please refer to Article XXX of the CSEA Contract regarding timeframe for response. Employee comments will be provided within _____ days as part of this evaluation. (If additional space is needed, please attach a separate sheet of paper.)

Distribution: Original – Personnel File; One copy in Employee File and one copy in Department/School Office File.

LA HABRA CITY SCHOOL DISTRICT

CLASSIFICATION PLAN

<u>CLASS</u>	<u>Range</u>	<u>Schedule</u>	<u>CLASS</u>	<u>Range</u>	<u>Schedule</u>
<u>Secretarial/Clerical</u>			<u>Maintenance and Operations</u>		
Administrative Assistant	34	1	Day Custodian	27	1
*Administrative Assistant Special Svcs.	34	1	Electrician	38	1
Clerk Typist (10)	21	2	Evening Custodian	25	1
Clerk Typist (12)	21	1	General Maintenance Worker	31	1
Health Technician	23	2	Grounds Equipment Operator	27	1
School Clerk	26	3	Grounds Equipment Operator/ Chemical Applicator	29	1
School Office Manager	28	5	Groundskeeper	26	1
<u>Accounting/Payroll</u>			HVAC Technician	33	1
Accounting Technician I	27	1	Print Reproduction/Warehouse & Delivery Worker	33	1
Accounting Technician II	29	1	Skilled Maintenance Worker	35	1
Accounting Technician III	33	1	Skilled Maintenance Worker/ Plumber	38	1
Purchasing Assistant	26	1	Sprinkler Repair Worker	32	1
<u>Extended Care (KidZone)</u>			<u>Transportation</u>		
Assistant Site Lead	2	2	Transportation Dispatcher	28	1
Extended Care Coordinator	5	1	Bus Driver	27	2
Extended Care Worker	4	2	Mechanic I	32	1
Site Lead	1	2	Mechanic II	35	1
<u>Nutrition Services</u>					
Cafeteria Worker	14	2			
Cook's Helper	20	2			
Lead Cook	22	2			
Nutrition Services Assistant	22	1			
Nutrition Services Operations Specialist	34	1			
Nutrition Services Warehouse & Delivery	25	2			
Satellite Kitchen Lead	16	2			
<u>Instructional/Library/Service</u>					
CalPADS/SIS Data Analyst	39	1			
Community Liaison	20	2			
Community Liaison-School Readiness	20	2			
Educational Assistant	17	2			
Inclusion Assistant	21	2			
Information Services Technician I	25	3			
Information Services Technician II	27	3			
Instructional Assistant I-Special Education	17	2			
Instructional Asst II-Sp Ed/Health&Medical	19	2			
Instructional Asst III-Sp Ed/Behavior	21	2			
Language Assessment Assistant	23	6			
Licensed Vocational Nurse (LVN)	31	2			
Network Specialist	45	1			
Physical Education Assistant	17	2			
Special Education Bilingual Technician	25	2			
Special Needs Bus Aide	9	2			
Speech and Language Assistant (SLPA)	28	2			
Systems Analyst I	35	1			
Systems Analyst II	38	1			

*Will not be included in the bargaining unit until current incumbents vacate the position(s).

Appendix 2

LA HABRA CITY SCHOOL DISTRICT
CLASSIFIED EMPLOYEE SCHEDULE OF COVERED POSITIONS

Schedule 1

Accounting Technician I; Accounting Technician II; Accounting Technician III; Administrative Assistant; Administrative Assistant-Special Services; CalPADS/SIS Data Analyst; Clerk Typist (12); Day Custodian; Electrician; Evening Custodian; Extended Care Coordinator; General Maintenance Worker; Grounds Equipment Operator; Grounds Equipment Operator/Chemical Applicator; Groundskeeper; HVAC Technician; Mechanic I; Mechanic II; Network Specialist; Nutrition Services Assistant; Nutrition Services Operations Specialist; Print Reproduction/Warehouse & Delivery Worker; Purchasing Assistant; Skilled Maintenance Worker; Skilled Maintenance Worker/Plumber; Sprinkler Repair Worker; Systems Analyst I; Systems Analyst II; Transportation Dispatcher

Schedule 2

Bus Driver; Cafeteria Worker; Clerk Typist (10); Community Liaison; Community Liaison-School Readiness; Cook's Helper; Educational Assistant; Extended Care Assistant Site Lead; Extended Care Site Lead; Extended Care Worker; Health Technician; Instructional Assistant I-Special Education; Instructional Assistant II-Special Education/Health & Medical; Instructional Assistant III-Special Education/Behavior; Lead Cook; Licensed Vocational Nurse (LVN); Nutrition Services Warehouse & Delivery Worker; Physical Education Assistant; Satellite Kitchen Lead; Special Education Bilingual Technician; Special Needs Bus Aide; Speech and Language Assistant (SLPA)

Note 1: Clerk Typists may be assigned extra days of work according to District Administrative Rules and Regulations for extra help during the week prior to their regular starting date.

Note 2: Due to special education inter-district transportation requirements, bus driver assignments will be adjusted to coincide with other school districts' holidays.

Schedule 3

Information Services Technician I; Information Services Technician II; School Clerk

Schedule 5

School Office Manager

Schedule 6

Language Assessment Assistant

LA HABRA CITY SCHOOL DISTRICT

CLASSIFIED EMPLOYEES

VACATION SCHEDULE

Years of Employment	Work Schedule				
	1	2	3	5	6
One through Six	13	10.5	11	11.5	10.5
Seven	14	11.5	12	12.5	11.5
Eight	15	12.5	13	13.5	12.5
Nine through Fourteen	16	13.5	14	14.5	13.5
Fifteen and Over	20	17.5	18	18.5	17.5

** Vacation may not be accumulated except as provided for in Section 7.12.1. Pay shall not be awarded in lieu of vacation for Schedule 1 employees.

** All Schedule 2, 3, 5 and 6 employees may use accumulated vacation at Fall, Winter and Spring Recess.

** All Schedule 2, 3, 5 and 6 employees may request up to 4 days of accumulated vacation rollover to the following year by April 30. All remaining accumulated days will be paid out.

** The scheduling of vacation for Schedule 1 employees shall be the responsibility of administration. Effort shall be made to enable vacation to be taken when convenient to the employee consistent with the workload of the Department.

** The Personnel Commission may cause extension of vacation accumulation if a District emergency condition requires the employee to work during the emergency.

** Vacation days shall be pro-rated for part time (less than eight hours) on the basis of actual hours worked.

**California Education Code
Elementary & Secondary Education**

45136. Benefits of probationary and permanent part-time classified employees

All probationary and permanent part-time classified employees shall be entitled to sick leave, and all other benefits conferred by law on classified employees. Part-time employees shall be entitled to all leaves and benefits granted by the governing board to a majority of the regular full-time employees in the classified service of the district or to regular full-time employees in the same classified positions or general class of positions: but such leaves and benefits may be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bear to eight hours per day, 40 hours per calendar week, four calendar weeks per month, or 12 calendar months during the school year.

Except for prorating benefits for part-time employees as herein authorized, the governing board shall provide at least the same benefits for all regular employees in the classified service as it provides for the majority of such employees.

Nothing in this section shall be construed to prohibit the granting of additional benefits for some employees in recognition of nature of work, level of classification, or length of service.

This section shall not apply to employees properly designated as substitute, short-term, or limited-term employees, as defined in Sections 45103 and 45286 of this code, unless such employees are specifically included by a governing board, or by a personnel commission for those districts included under the provisions of Article 6 (commencing with Section 45240) of this chapter.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

This section shall not apply to those benefits authorized under the provisions of Article 1 (commencing with Section 53200) of Chapter 2 of Part 1 of Division 2 of Title 5 of the Government Code. (Stats, 1976, c. 1010. & 2. Operative April 30, 1977.)

LA HABRA CHAPTER 135

Grievance – Level 1

Today's Date: _____

Grievant: _____

Specific Contract Violation (s): _____

Date of Informal Grievance Conference: _____

Date of Alleged Grievance: _____

Statement of Grievance:

Decision Rendered at Informal Grievance Conference:

Remedy Requested:

All members of the bargaining teams for both the La Habra City School District and the California School Employees Association and its Chapter 135 support ratification of the Tentative Agreement. This Tentative Agreement is subject to ratification by CSEA and its Chapter 135 membership, CSEA Policy 610 requirements and adoption by the La Habra City School District Board of Education.

CSEA and its La Habra Chapter 135:

CSEA Labor Relations Representative _____

CSEA Chapter 135 President _____

La Habra City School District:

Associate Superintendent of Human Resources _____

Danelle Bautista, Director of Classified Personnel _____