

AGREEMENT between

**CLOVIS UNIFIED
SCHOOL DISTRICT
and
CALIFORNIA SCHOOL
EMPLOYEES
ASSOCIATION
and its
CLOVIS CHAPTER 250**

July 1, 2009 – June 30, 2012

**Clovis Unified School District
1450 Herndon Avenue
Clovis, California 93611-0599**

**CLOVIS UNIFIED SCHOOL DISTRICT
GOVERNING BOARD**

July 1, 2009

Sandra A. Bengel, President
Ginny Hovsepian, Vice-President
Jim Van Volkinburg, Clerk
Christopher Casado, Member
Brian D. Heryford, Member
Elizabeth J. Sandoval, Member
Scott Troescher, Member

Terry Bradley, Ed.D., Superintendent



NEGOTIATION TEAM MEMBERS

Steven D. Ward
Associate Superintendent, Administrative Services

Janet L. Young, Ed.D.
Associate Superintendent, Human Resources/Communications

Michael Johnston
Assistant Superintendent, Business Services

**OPERATIONAL SUPPORT UNIT
NEGOTIATION TEAM MEMBERS**

July 1, 2009



UNIT REPRESENTATIVES

**Jo Ann Jester, Food Services
Doug Cornelius, Maintenance
Don Patzkwski, Custodial
Dan Faria, Transportation
Dan Ontiveros, Custodial**

**Mike Wallace
Labor Relations Representative
California School Employees Association**

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ARTICLE 1: AGREEMENT

A. This is an Agreement made and entered into this 26th day of March 2009, between the Governing Board of the Clovis Unified School District (hereafter referred to as “District” “Board” “Governing Board”, or “the public school employer”) and the California School Employees Association and its Clovis Chapter 250 (hereinafter referred to as “Association”).

B. REOPENERS

During the 2009-2012 fiscal years, neither party shall be obligated to bargain any amendment to this Agreement unless both parties mutually agree to reopen negotiations.

ARTICLE 2: DURATION

This Agreement shall remain in full force and effect from July 1, 2009 up to and including June 30, 2012 and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing of its request to modify, amend, or terminate the agreement between March 1 and March 31 in the year of the expiration date of the Agreement.

ARTICLE 3: RECOGNITION

A. The District recognizes the Association as the exclusive representative of the Classified employees who are employed by the District in the following job classifications:

FOOD SERVICE SERIES.....	GRADE
Cook/Baker - RLC	11
Food Service Delivery Driver/Utility Worker	13
Assistant Food Service Supervisor	11
Cook/Baker II.....	10

Food Service Utility Worker – RLC.....	8
Cook/Baker I.....	9
Snack Bar Operator.....	7
Food Service Specialist, Senior	7
Food Service Specialist.....	6
Food Service Assistant, Senior	5
Food Service Assistant.....	4
Pizza Kitchen Assistant, Senior	5
MAINTENANCE SERIES	GRADE
Electronic Systems Technician, Senior.....	21
Building Maintenance Mechanic II	21
Electronic Systems Technician.....	20
Building Maintenance Mechanic I.....	19
CAD Drafter.....	16
Building Maintenance Worker II.....	16
Building Maintenance Worker I	14
Maintenance Procurement Clerk.....	14
Lock Systems Technician	19
WAREHOUSE SERIES	GRADE
Warehouse Worker, Senior.....	15
Delivery Driver/Warehouse Worker.....	13
Shipping and Receiving Clerk II.....	11
Shipping and Receiving Clerk I.....	9
CUSTODIAL SERIES.....	GRADE
Pool Maintenance Technician.....	17
Pool Maintenance Worker II.....	14
Pool Maintenance Worker I.....	13
Theater Assistant.....	12
Custodial Utility Worker.....	11
Athletic Equipment Attendant	10
Custodian I.....	9
Custodian - RLC	9

Locker Room Attendant.....	9
Custodian Assistant.....	3
Custodian II.....	10
GROUPS SERIES.....	GRADE
Skilled Grounds Maintenance Worker, Senior.....	15
Skilled Grounds Maintenance Worker, Irrigation Specialist.....	15
Skilled Grounds Maintenance Worker.....	14
Grounds Maintenance Worker II.....	12
Grounds Maintenance Worker I.....	10
Grounds Structural Specialist.....	16
Environment Safety Specialist.....	16
TRANSPORTATION SERIES.....	GRADE
Vehicle Mechanic, Senior.....	19
Vehicle Mechanic II.....	18
Vehicle Mechanic I.....	15
Vehicle Service Worker I.....	14
Vehicle Control Technician.....	15
School Bus Driver II.....	13
School Bus Driver I.....	12

- B. New classifications created or positions added to classes shall be subject to negotiation between the Board and the Association to determine if they are to be included in the bargaining unit. Temporary workers are not to be included within the bargaining unit. Disputed cases may be submitted to the Governing Board and shall not be subject to the grievance procedures contained in this Agreement. Cases not resolved at the Governing Board level may be submitted to P.E.R.B.
- C. Both parties recognize the right of the other to petition P.E.R.B. to remove any listed classification from the bargaining unit.

ARTICLE 4: ACKNOWLEDGMENT

The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the negotiations committee, the provisions of the Public Employment Relations Act. The Association further agrees that it, its members and agents, shall not negotiate privately or individually with any Board member or school manager.

ARTICLE 5: DEFINITIONS

- A. “Classified employee” or “employee” refers only to those Clovis Unified School District classified employees in the operations support unit represented by the Association and certified by the P.E.R.B. as being represented by the Association. The job classifications for those employees are noted in Article III of this Agreement. Positions identified in Article III, Recognition, of this Agreement and that qualify for placement on the Operations Unit salary schedule are members of the Operational Support Unit, except for those exempt by state and/or federal statute or as mutually agreed upon by the parties to this contract.
- B. “Superintendent” refers to the Superintendent or his designee.
- C. “Voluntary demotion” is a demotion agreed to in writing by the employee and the District and with the Association promptly served notice in writing of the voluntary demotion.
- D. “Seniority” shall mean the length of continuous service with the District. Employees’ seniority is established as of the date of hire with the District.
1. Seniority “Ties”
 - a. Employees hired prior to June 30, 1998 - for employees with the same hire date, seniority ties shall be resolved, on a one-time basis, by calculating all

hours in paid status with the District prior to June 30, 1988. Then, the employee with the most hours in paid status shall be granted the highest seniority among individuals hired on the same date. This seniority status shall apply to all sections and articles of this collective bargaining agreement where seniority is applicable.

- b. Employees hired after June 30, 1988 - Seniority “ties” shall be broken by lottery.
- c. Except as expressly provided in this article (particularly Subsection a. above), hours in paid status shall have no relevance to calculating seniority after June 30, 1988.

ARTICLE 6: ASSOCIATION RIGHTS

A. USE OF BUILDING AND GROUNDS:

The Association may use the District’s building and grounds when such use does not interfere with school district operations. The Association shall comply with regular Governing Board policies governing such use. The Association shall provide the District with proof of liability insurance in the amount of one million dollars (\$1,000,000.00) naming the District, its officers, employees, and agents, providing coverage for any liability that might arise as a result of the Association’s use of and activities in and around the District’s buildings and grounds. The Association shall pay to the District any extraordinary costs incurred by the District related to utilities, security, clean-up, and any unusual wear or damage arising from the Associations use of the District’s buildings and grounds. The Association need not provide proof of liability insurance when the Association uses the District’s buildings or grounds for a mutual purpose involving the District, specifically including collective bargaining or

contract ratification meetings.

B. BULLETIN BOARDS

1. The Association shall have the right to post notices on bulletin boards designated by the building principal/supervisor. Such bulletin boards shall be located in lunch or break areas utilized by unit employees or at sign-in locations for those employees who work at multiple sites.
2. All materials posted on designated bulletin boards must contain the date of posting and the identity of the Association.
3. A copy of such posting will be delivered to the Superintendent or designee at the time it is posted.

C. DISTRIBUTION OF MATERIALS

1. The employee organization is authorized to utilize materials distribution system under the following conditions:
 - a. Bulk mail may be channeled through the District Office to the individual schools and/or job sites; and shall bear all legally required postage.
 - b. Bulk materials shall be packaged and identified as to origin and addressed to building or site representative.
 - c. Bulk materials will be directed to building and/or job site representative to distribute the materials.

D. ACCESS TO EMPLOYEES

1. CSEA representatives shall have the right of access, upon notification, to the facility office and/or the District office, to areas where unit members work, for purposes of representing bargaining unit members (i.e., conduct grievance, complaint, and/or safety investigations; discuss work problems; etc.) Such access

shall not interfere with the regular operation of the District and the ability of the employees to perform their duties. No employee may be required to engage in such communications or discussions unless they freely and voluntarily consent to do so. Representatives of CSEA shall report to the facility office before visiting the premises of the school or District building. Duly authorized representatives of CSEA must be identified to the District by sending a letter to the Superintendent naming the representative and signed by an officer of the organization.

2. CSEA representatives shall have the right to communicate with unit members, upon notification to the facility office and/or to the District office, to process grievances and/or provide other representation as necessary (I.E., disciplinary matters, work complaints, etc.). Other Association business/activities will be conducted outside established work hours or during unit member's designated working time, nor shall it interfere with the regular operation of the District and the ability of the employees to perform their duties. No employee may be required to engage in such communications or discussions unless they freely and voluntarily consent to do so. Representatives of CSEA shall report to the facility office before visiting the premises of the school or District building. Duly authorized representatives of CSEA must be identified to the District by sending a letter to the Superintendent naming the representative and signed by an officer of the organization.

E. RELEASE TIME

Authorized CSEA representatives shall receive an aggregate of 200 hours per year release time for the purpose of negotiations, processing grievances, or other lawful Association business provided that as soon as practicable prior to the release from

duties, the designated representative shall inform their site supervisor. Requests for use of release time shall be made in writing, and filed sufficiently in advance to avoid disruption of District operations.

F. OTHER MEANS OF COMMUNICATION

At each school, and at the District's Service Facility, the District shall maintain and make available to employees a copy of the current collective bargaining agreement. These agreements shall be placed in the same office of area in which the District Governing Board's policy manual is kept.

G. CONTRACT DISTRIBUTION

1. The District will post the current version of the Agreement on the District's website and will provide one (1) copy of the Agreement for each site and department.
2. The District shall also provide the Association with ten (10) copies of the Agreement to be distributed, as the Association deems appropriate.

H. NOTIFICATION

The District shall notify the Association when new employees included in the bargaining unit are hired. Such notification shall include:

1. Name
2. Date of employment, classification, salary grade, and step placement
3. Site assignment

ARTICLE 7: DUES DEDUCTION

- A. The Association shall have the sole and exclusive right to District payroll deduction for membership in the bargaining unit. The District shall pay said deducted dues to the Association within a reasonable time thereafter.

- B. Membership dues as used in this Article shall not include employee contributions for the political activities of the Association, CSEA, or any successor organization.
- C. The District shall deduct membership dues, in accordance with the Association dues schedule, from the wages of employees in the unit who are members of the Association on the effective date of this Agreement and who have submitted written dues authorization forms approved by the District. Similarly, the District shall deduct membership dues from the wages of employees in the unit who become members of the Association after the effective date of this Agreement and who have submitted written dues authorization forms approved by the District. The District shall notify the Association if a unit member revokes a dues deduction authorization by transmitting a copy of the revocation notice with the monthly dues deduction warrant.
- D. The CSEA agrees to indemnify, defend and hold the District harmless against any claim or suit instituted against the District arising from its compliance with the provisions of this Article.
- E. CSEA shall provide the District with notification of any increase at least sixty (60) days prior to the increase. CSEA will also provide the District with a copy of the notification increase which CSEA has sent to all classified employees concerned.

ARTICLE 8: MANAGEMENT RIGHTS

It is not the intention of the parties, in setting forth the provisions reserved to the Governing Board, to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this Agreement.

- A. All matters not specifically enumerated as within the scope of negotiations or the consulting rights of the association in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the

exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:

1. The legal, operational, geographical, and organizational structure of the District, including the chain-of-command, divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedure, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control and policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
3. The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements the personnel, work, service and activity functions assigned to such properties;
4. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services, the subcontracting of services to be rendered and functions to be performed, including

- educational services unable to be performed by unit members, support, construction, maintenance and repair services subject to provisions and conditions of the California Education Code;
5. The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual, consultant, supervisory or managerial personnel, to do work which is normally done but unable to be performed (due to specialized labor needs; time restrictions requiring performance that cannot be timely accomplished by existing personnel, or performance of work that exceeds the day labor or force account limits as set forth in the Education and Public Contract Code) by unit members covered hereby, and the methods of selection and assignment of such personnel;
 6. The policies, procedures, objectives, goals, programs, records, health, conduct, discipline, racial and ethnic balance, purchase of equipment, and all other issues relating to custodians, maintenance workers, food service workers, transportation workers and drivers, and groundskeepers;
 7. The selection, direction, promotion, discipline of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the determination as to whether, when and where, there is a job opening;
 8. The job classifications and the contest and qualifications thereof;
 9. The dates, times and hours of operation of District facilities, functions and activities;
 10. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment;

11. The rules, regulations and policies for all unit members, students and the public, subject only to clear and explicit limitations contained in this Agreement.
- B. In addition to its statutory reserve rights, the District also retains within its sole discretion all rights and powers not expressly limited by the clear and explicit language of this Agreement, including but not limited to the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
1. Staffing patterns.
 2. The administration of all employee health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner of methods of finding such plans.
 3. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
 4. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described provisions, or any other rights of the District not limited by this Agreement, is not subject to the grievance provisions set forth in Article XVII.

ARTICLE 9: EMPLOYEE RIGHTS

A. PROBATIONARY PERIOD:

1. Persons who are a part of the classified service will serve a one (1) calendar year probationary period from the initial date of employment, at which time they shall be designated a permanent employee. "Working days" shall mean days on the job, not counting leaves or any absences.

B. EVALUATIONS:

Each classified employee shall be evaluated by the individual assigned this responsibility by the Superintendent.

1. Permanent employees shall be evaluated formally at least annually.
2. Probationary employees shall be formally evaluated at least two times. The first evaluation occurs on or before five (5) months and the second prior to ten (10) months. For bargaining unit employees hired on or after July 1, 1986, the first evaluation shall occur on or before the seventieth (70) working day and the second evaluation shall occur on or before the hundred and tenth (110) working day.
3. Copies of evaluations shall be made a part of each classified employee's permanent personnel file with the District.
4. Each evaluation shall be signed by the supervisor making the evaluation and by the classified employee. The employee's signature acknowledges that the employee has seen and discussed the report and does not necessarily imply agreement with the conclusions of the supervisor. Each classified employee shall receive a copy of their evaluation.
5. Each bargaining unit member has the right to attach an explanation or rebuttal to the evaluation which shall become a permanent part of the evaluation.
6. No evaluation of any employee shall be placed in the employee's personnel file without an opportunity for discussion between the employee and the prime evaluator. In the event an oral review shall be held between the employee and evaluator as early as possible in advance of the written evaluation to provide time for performance improvement. Any written negative evaluation shall include

instances of unsatisfactory performance and recommendation for improvement.

The employee shall have the right to review and respond to any evaluation in accordance with procedures outlined in Section C.2 of this article.

7. A standard evaluation form shall be provided by the District and shall be used for recording the evaluations. The present evaluation form, which may be changed at the discretion of the District is not subject to the grievance procedure, is attached as Appendix 2 of this Agreement merely for the information of classified employees.

C. PERSONNEL FILES:

1. The personnel file of each employee shall be maintained at the District's Central Administrative Office. Employees shall be provided with written copies of any derogatory material ten (10) days before it is placed in the employee's personnel file, and such material shall be signed and dated by both parties. In the event an employee will not sign, a witness may attest that the opportunity was afforded. "Derogatory material" is defined as documents containing negative information; "derogatory material" does not include evaluation documents.
2. The employee shall be given an opportunity, during normal working hours, and without loss of pay, to initial and date the material, and shall be given a reasonable time to prepare a written response to such material. The written response shall be attached to said material.
3. In the event any letter of reprimand or derogatory materials against an employee are proved to be without substance by an official or body having the final judicial authority, the materials shall be expunged from the personnel file.

4. A classified employee may, upon request, review materials in their personnel file. Such review shall take place during normal business hours, but not during employee's duty time. (Normal business hours are defined as those hours that the District's Central Administration is open for business. Duty time is defined as an employee's hours of assignment. Lunch hour is not considered duty time.) Privileged information such as confidential placement bureau papers and confidential statements submitted as part of application procedures, including rating reports or records which were obtained prior to the employment of the person involved, shall be removed by the Human Resources Administrator or designee from the file prior to a review of the file by the employee.
5. All personnel files shall be kept in confidence and shall be available for inspection to other employees of the District only when actually necessary in the proper administration of the district's affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such a log and the employee's personnel file shall be available for examination by the employee or their CSEA representative if authorized by the employee. The log shall be maintained in the employee's personnel file.

ARTICLE 10: SAFETY CONDITIONS OF EMPLOYMENT

- A. Safety of pupils and classified employees is of the utmost concern to the District. The District shall attempt to comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry standards where applicable.
- B. The District will provide bargaining unit members with safe working conditions.

- C. Every employee has the responsibility to submit a written report, on a District provided form, to their supervisor, or in the supervisor's absence to the District Safety Officer, concerning any unsafe working condition. No employee shall in any way be discriminated against as a result of such reporting.
- D. The District Safety Officer shall report back to the employee who filed the report as soon as possible, regarding the conclusions and/or recommendations to correct the unsafe working condition, if any. Any conclusion or recommendation of the Safety Officer shall not be subject to the grievance procedure of this Agreement. The provisions for this written statement shall not be deemed to contravene other working review provisions of State law, which are outside the scope of this Agreement.

ARTICLE 11: LEAVES

A. LEAVES - In General:

- 1. Any classified employee who applies for and is granted leave for reasons other than those specified by the Agreement shall not receive any salary from the District covering the period of such leave.
- 2. An employee on District approved unpaid leave may continue health and welfare benefits at the employee's option and expense.

B. BEREAVEMENT LEAVE

- 1. All classified employees of the Clovis Unified School District are entitled to three (3) days bereavement leave or five (5) days if out-of-state travel is required, upon the death of the following members of the immediate family: mother, mother-in-law, father, father-in-law, daughter, son, brother, sister, spouse, son-in-law, daughter-in-law, grandmother, grandfather, grandchild of employee or spouse, grandmother or grandfather of spouse of the employee, stepparent and stepchild

of the employee or spouse, or any relative living in the immediate household of the employee.

2. All classified employees are further entitled to one (1) day of the bereavement leave for attendance at the funeral of the following second degree relatives: former spouse, stepsister, stepbrother, foster parent, uncle, aunt, first cousin, sister-in-law, brother-in-law, niece, or nephew.
3. Classified employees shall be required to contact their immediate supervisor or department office prior to the start of their regular work shift to request Bereavement Leave. Failure to do so may result in ineligibility for paid leave.
4. Verification of Bereavement Leave upon return from leave; members of the bargaining unit shall be required to complete an appropriate absence report provided by the District and provide such proof of eligibility for Bereavement Leave benefits as may be required by the District.

C. SICK LEAVE

1. Sick Leave shall be granted only under the following conditions:
 - a. Classified employee's own illness or injury;
 - b. Employee's medical disability.
2. Classified employees shall be entitled to sick leave without loss of pay at a rate of one working day per full month worked. That is, every classified employee who is employed on a full-time, five (5) a week, twelve (12) months per year basis, shall be entitled to twelve days leave of absence for illness or injury per fiscal year without loss of pay. All classified employees employed less than five (5) full days per week and/or less than twelve (12) full months per year shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days as the number of

days he is employed per week bears to five (5) or that number of months bears to twelve (12). If such classified employees are employed on less than eight (8) hours per day basis, they shall be entitled to the proportion of the full allowance as the number of hours per day they are employed bears to eight (8) or as otherwise provided by law.

3. Sick leave is a benefit and is allowed only for verifiable illness of the classified employee or as provided under Personal Necessity Leave. In the event of any absence, including absence for illness, the employee is required to call their immediate supervisor or the District Human Resources Department if their immediate supervisor cannot be reached, to advise them of the absence. Whenever possible, any classified employee intending to be absent, or who is actually absent because of illness or injury, should notify their supervisor, or the District Office if their supervisor is not available, of the time the employee expects to return to work.
4. If an employee does not take the full amount of leave allowed in any year under Article 11, Section C.2, the amount not taken shall be accumulated from year to year with no limitation.
5. When a classified employee is absent from duty on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due them for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill their position during the absence.
6. Upon return to work after any instance of illness or injury (and in no case later

than three working days after returning to work) each employee shall fill out an appropriate absence report.

a. A classified employee may be required to provide proof of illness or injury by obtaining a certified statement from their licensed physician. At the request of the immediate supervisor and upon the approval of the Associate Superintendent - Human Resources/Communications, the District may require an employee to furnish proof of illness for any number of days of absence under this section. Such verification may be required where the District feels the employee has abused the use of sick leave. When appropriate, the District will give advance notice that proof of illness will be required upon an employee's return to work.

7. The District may request from an employee a physician's release to return when an illness or injury extends beyond five (5) days. Any charge for physician's confirmation of the employee's claim or request must be borne by the employee.

8. Probationary classified employees of the District shall not be eligible to take more than six (6) days paid sick leave, prior to earning that amount of sick leave, or the proportionate amount of paid sick leave to which they may otherwise be eligible.

D. LEAVE FOR PREGNANCY DISABILITY

1. Unit members are entitled to use sick leave as set forth in the sections of the Agreement concerning sick leave above for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leave of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing or preparation for childbearing, but shall be limited to those disabilities as set forth above. The

length of such disability leave, including the date on which the leave shall commence and date on which the duties are to be resumed, shall be determined by the unit member and unit member's physician.

2. Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in the sections of the Agreement concerning sick leave have been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician, however, the District management may require examination of the employee by a physician chosen by the employee from a panel of five (5) or more provided by the District.
3. The Unit member on leave for pregnancy disability shall be entitled to return to the same position held at the time the leave commenced.

E. FAMILY MEDICAL LEAVE

1. Family Medical Leave under California and Federal Acts

An eligible employee shall be entitled to up to 12 work-weeks of unpaid job-protected leave within a 12 month period (pro-rated for part-time employees) for family and medical reasons under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 ("family medical leave"). This subdivision (E.1.) shall be interpreted in accordance with these Acts and their regulations.

- a. An employee is eligible if he or she has been employed by the District for at least 12 months
and has provided service at least 1250 hours over the previous 12 months

- b. Family medical leave shall be available for the following purposes:
- (1) Birth of the employee's child;
 - (2) Placement of a child with the employee for adoption or foster care;
 - (3) Care for the employee's child, spouse or parent with a serious health condition;
 - (4) The employee's own serious health condition that keeps the employee from performing his or her job function.

Leave taken under b. (3) and b. (2) above must be completed within one year of the birth, adoption or foster care placement of the child.

- c. Family medical leave will run concurrently with other paid and unpaid leave if the reasons for the leave meet the requirements of family medical leave. An employee shall substitute accrued vacation and other paid leave in place of his/her family medical leave entitlement.
- d. Intermittent or reduced scheduled leave will be permitted when medically necessary, or as otherwise authorized by the District.
- e. An employee may be required to provide medical certification whenever a serious health condition of the employee or his or her family member is the reason for the leave. A second or third medical opinion may be required regarding the employee's serious health condition at the District's expense. In certain circumstances, the employee may be required to provide recertification of his or her serious health condition (e.g., when the duration and/or need for the leave is uncertain). Failure to obtain medical certification when necessary may delay the granting of the leave request until such certification is provided.
- f. An employee must provide 30 days advance written notice to the Associate

Superintendent -Human Resources of the desire or need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of leave.

- g. An employee taking family medical leave will continue to participate in the District provided health plan under the same terms and conditions, including plan benefits provided for family members and other dependents, which applied prior to the first day of the employee's leave. Co-payment requirements which applied before the leave shall continue to apply during the leave. If the employee fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.
- h. An employee on family medical leave for his or her own serious health condition is required to provide a fitness-for-duty certificate from his or her physician before he or she will be reinstated to employment.
- i. An employee returning within the approved leave period will be reinstated to the same or equivalent position. Failure to return within the approved leave period will constitute an abandonment of position upon which the employee's guaranteed reemployment will be forfeited unless otherwise agreed by the District. Upon such forfeiture, the employee shall be terminated for cause (unexcused absence and/or abandonment of position) unless a resignation is received from the employee voluntarily terminating employment or an extension of leave is requested and granted by the District. The position held

by the employee on leave may be filled by a substitute or short-term employee until the employee on leave is reinstated.

2. Personal/Family Emergency Leave: Parental Leave

Upon the approval of the District, an employee may take an unpaid leave of absence for a maximum of one year, including the 12 work-week family medical leave described in Article 11, Section E.1., where applicable, for (1) personal and family emergencies, and (2) parental leave after the birth of an employee's child, an adoption or foster care placement of a child with an employee.

- a. Leaves for personal and family emergencies constitute leaves in which an employee is compelled to be absent from duties due to a personal or family emergency that is considered to be of such a personal nature to render the employee unable to perform his or her job functions. Reasons for such a leave include, but are not limited to, illness of a member of the family or close relative, need for the presence of the employee out of the area for legal purposes, accident, head of household responsibilities or quarantine.
- b. Health benefits identified in subdivision Article 11, Section E.1.g, above, will not apply to a leave of absence which (1) does not qualify for family medical leave as defined in Article 11, Section E.1 or (2) exceeds the 12 work-week entitlement of family medical leave.
- c. An employee may terminate a leave of absence under this subdivision and return to work by providing the Associate Superintendent of Human Resources written notice of this intent. The employee shall return to active employment in the same or equivalent position within 10 days after receipt of the written notice.

F. PERSONAL NECESSITY LEAVE

1. Up to seven (7) days of sick leave for each school year may be used by classified employees for certain emergencies. Such emergency leave is limited by:
 - a. Death of a member of the classified employee's immediate family (in addition to bereavement leave).
 - b. Accident involving the classified employee, or their property, or the person or property of a member of their immediate family. Immediate family means any of the following members of the classified employee's family: mother, mother-in-law, father, father-in-law, son, brother, sister, son-in-law, daughter, daughter-in-law, grandmother, grandfather, grandmother or grandfather of the spouse of the employee, grandchild of the classified employee, or any relative living in the immediate household of the classified employee.
 - c. Appearance in court as a litigant or witness under authorized court subpoena or other court order of a court of competent jurisdiction. A copy of the court subpoena or order must be submitted by the classified employee to the District Office upon the day of the return of the classified employee.
 - d. A serious illness of a member of the immediate family of the employee, if of such nature that the employee cannot reasonably be expected to disregard it.
 - e. Attendance at the funeral of a very close personal friend.
 - f. Natural calamity or occurrences so severe that an employee cannot reasonably be expected to travel, or is prevented from traveling to their job either in personal or common carrier conveyance.
 - g. Adoption of a child pursuant to law.
 - h. Attendance at a high school graduation, a college or university, or their related

institution for the orientation, awards ceremony, and graduation of a son or daughter.

- i. Attendance for the preparation and participation in a marriage ceremony for oneself or for a son or daughter.
 - j. Attendance at any school related activity for members of the immediate family, including grandchildren.
 - k. Such other reasons as may be prescribed by the Governing Board.
2. It shall be the discretion of the District to determine whether a classified employee's reason for this leave correctly falls within the category of emergency leave. If the District determines the classified employee's request for emergency leave does not correctly come within the above-listed category, it shall not be granted. If the District denies the request, the employee may submit the decision to the grievance procedure.
 3. Classified employees utilizing emergency leave shall sign a certification of emergency and shall set forth specific facts concerning the emergency situation within three (3) days of their return.
 4. Any employee is entitled to use accrued sick leave to attend to the illness of a child, parent or spouse, not to exceed six (6) month's worth of sick leave at the employee's current accrual rate. This entitlement can be used in each calendar year. For example, an employee that accrues sick leave at the rate of twelve (12) days per year would be able to use six (6) days of sick leave for qualifying illness each calendar year. An employee's use of sick leave under this provision shall run concurrently with an employee's use of the personal necessity leave for the illness of a family member.

G. JURY DUTY

1. An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
2. Nothing in the foregoing provisions shall preclude the District Superintendent or their agent from discussing with the affected classified employee the practicality of the District seeking exemption from jury duty when such acceptance of jury duty would tend to disrupt materially the District's operation.
3. The classified employee shall show to their immediate supervisor the request from the court to appear for jury duty immediately upon the classified employee's receipt of their document.
4. The classified employee shall bring a written statement from the court verifying each day that the classified employee is away from the District on jury duty.
5. Classified employees required to report for jury duty service will be excused from work for a like number of hours, plus travel time. An employee whose regularly assigned shift commences at 2:20 p.m. or after shall also be excused for a like number of hours plus travel time, if jury duty exceeds two (2) hours.

H. STUDY OR RETRAINING LEAVE:

1. The Governing Board, upon application by a classified employee, may at its discretion grant any classified employee a leave of absence not to exceed one year

for the purpose of permitting study by the classified employee or for the purpose of retraining the classified employee to meet the changing conditions within the District. The Governing Board may provide that such a leave of absence shall be taken in separate six (6) month periods or in any other appropriate periods, rather than for a continuous one-year period.

2. Prior Service Required:

No leave of absence shall be granted under this article to any classified employee for study purposes who has not rendered service to the District for at least seven (7) consecutive years, or for retraining purposes for at least five (5) consecutive years preceding the granting of the leave, and no more than one such leave of absence shall be granted in each seven or five year period respectively. The Governing Board may prescribe standards of service which shall entitle the classified employee to the leave of absence only upon fulfilling these standards.

3. Agreement on Services and Compensation during Leave:

Every classified employee granted a leave of absence pursuant to this article may be required to perform such services during the leave as the Governing Board may require. The classified employee shall receive such compensation during the period of the leave as the Governing Board shall set, which compensation shall not be less than the difference between the salary of the employee on leave and the salary of a substitute employee in the position which the employee held prior to the granting of the leave. However, in lieu of such difference, the Board may pay one-half of the salary of the employee on leave or any additional amount up to and including the full salary of the employee on leave. The Governing Board will also determine whether the classified employee will be entitled to participate

in any of the District insurance and other fringe benefit programs.

4. Manner of Paying Compensation during Leave:

Compensation granted by the Governing Board to the classified employee on leave may be paid in two equal annual installments during the first two years of service rendered in the employ of the Governing Board following the return of the classified employee from the leave of absence. The compensation shall be paid the classified employee in the same manner as if the classified employee were working for the District, upon the furnishing by the classified employee of a suitable bond indemnifying the Governing Board against loss in the event the employee fails to render at least two years service in the employ of the Governing Board following the return of the classified employee from the leave of absence. Any actual salary received by the classified employee on study or retraining leave shall be subject to normal deductions for retirement purposes. The bond shall be exonerated in the event that a failure of the classified employee to return and render two years services is caused by death, or in the Governing Board's opinion, adequate physical or mental disability of the employee. If the Governing Board finds, and by resolution declares, that the interests of the District will be protected by the written agreement of the classified employee to return to the service of the District and render at least two years service therein following his return from the leave, the Governing Board in its discretion may waive the furnishing of the bond and pay the classified employee on leave in the same manner as though a bond is furnished.

5. Reimbursement for Tuition Fees to Permanent Classified Employees:

The Governing Board may in its complete discretion decide to grant

reimbursement of the costs, including tuition fees, to any permanent classified employee who satisfactorily completes approved training to improve his job knowledge, ability or skill. Programs eligible for such reimbursement shall include but not be limited to, courses of study at approved academic institutions, seminars, and training institutes conducted by recognized professional associations, conferences, meetings, and such other training programs as are designed to upgrade the classified service and to encourage retraining of employees who may otherwise be subject to layoff as the result of technological changes. Provisions of this section shall not apply to any classified employee who is receiving training and is eligible for reimbursement by any other governmental agency, organization, or association.

6. The granting or not granting of study or retraining leave is strictly within the discretion of the Governing Board. The rules, terms, and type of program of a study or retraining leave shall be determined by the Governing Board. The District shall establish a means of verifying the participation of the classified employee on study or retraining leave. Transcripts or other evidence of the approved program shall be submitted to the Associate Superintendent, Human Resources within sixty (60) days of the classified employee's return to duty.
7. Applications for study or retraining leave must be submitted to the classified employee's immediate supervisor prior to March 1 of the year proceeding the fiscal year in which the leave will begin. A planned program must be submitted by the classified employee with their application for study or retraining leave.
8. The Board may terminate a study or retraining leave granted to any classified employee and recover any or all compensation granted to the classified employee

if the classified employee fails to comply with the provisions of this agreement related to such leaves or any reasonable requests made by the Board.

I. MILITARY LEAVE:

Members of the bargaining unit shall be granted any military leave to which they are entitled, under law, as classified school employees. Employees shall be required to request military leave in writing and, upon request, to supply the District with “orders” and status reports.

J. EMPLOYEE ABSENCES:

The District and Association agree to suspend Board Administrative Regulation No. 6602 during the 2000-01 fiscal year at which time both parties agree to meet and discuss the status of Administrative Policy 6602 for the 2001-02 fiscal year.

K. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

1. In addition to any other benefits that an employee may be entitled to under the Worker’s Compensation Laws of this state, employees shall be entitled to the following benefits:

- a. An employee suffering an injury or illness arising out of an incident in the course and scope of their employment shall be entitled to leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- b. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker’s Compensation Laws, exceed the normal wage for the day.
- c. The Industrial Accident or Illness Leave is to be used in lieu of normal sick

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

- d. Any time an employee on Industrial Accident or Illness Leave is able to return to work, they shall be reinstated in their position without loss of pay or benefits.
- e. In the event of job-connected illness or injury, the District reserves the right to designate the physician, surgeon or other medical/hospital services which are required, except where the employee has designated a personal related illness or injury. When the District requires verification of such illness or injury by a designated physician or institution, the District will pay the charges so incurred.

2. Medical Transfers:

The District may give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform their regular job class duties. The alternate work may constitute promotion, demotion, or transfer.

ARTICLE 12: COMPENSATION

A. SALARIES:

The current salary schedule for the bargaining unit is reflected in Appendix I,

attached hereto.

2009-2012

1. If the Food Service Fund ends the 2009-10, 2010-2011, 2011-2012 fiscal year, or any fiscal year thereafter, with a deficit balance a separate salary schedule for the Food Services employees shall automatically be established the immediate following fiscal year, subject to negotiations only as to the new salary schedule's salary amounts. (No range or step would be decreased from the then current amounts.)
2. The District shall maintain a Food Services Operations Committee composed of at least three (3) CSEA members (appointed by CSEA) and an equal number of Food Service management personnel. The committee shall meet at least monthly during the months beginning with September and ending with and including June. The committee shall review the Food Service operation and will make written recommendations intended to improve the overall operation of Food Services within a balanced budget, and to restore a healthy reserve fund. The District shall grant paid release time to the CSEA appointees who serve on the committee, and this release time shall not be deducted from the bank of available release time as provided for under Article 6 of the collective bargaining agreement.
3. The District agrees that the possible creation of the separate salary schedule for the Food Services Operations employees does not affect the appropriateness of the Operations unit as a whole. As such, for the life of this collective bargaining agreement and any successor agreement, the District shall not file with PERB any request for unit modification related to severing the Food Services Operations employees from the remainder of the Operations Unit. This agreement does not

preclude the District from requesting positional review on a case-by-case basis.

4. Employees of the Operations Unit will receive the same salary schedule increase for 2009-10, 2010-2011, 2011-2012, as any other employee group receives in each year of this contract.

B. INSURANCE BENEFITS

1. For the 2009-10, 2010-2011, 2011-2012 fiscal years, the District shall maintain the benefit levels provided to other non-management District employees for medical, dental, vision, life and disability insurance.
2. The District may fulfill its obligation to maintain the levels of employee insurance benefits at existing levels by utilizing any reasonable insurance carrier and/or source of funding. The manner in which employees' insurance benefits are provided by the District is not subject to further negotiations.

C. RETIREE EMPLOYEE INSURANCE

1. General:

Classified Employees. For purposes of this policy, the definition of "Classified Employees" includes the employees defined by Education Code sections 45100 et seq, and listed in A through E of this section. Excluded employees are:

- Substitutes,
- Short-term employees,
- Apprentices,
- Professional experts,
- Part-time students in college work experience programs,
- Naturalist Intern,
- Full-time students hired or rehired on or after September 1, 2002 employed part time
- Part-time playground positions, i.e. Campus Monitor I, Playground Assistants, and

- Recreation Program employees, i.e. Aquatics, Dance, Gymnastics, etc.
2. Classified Management – Hired on or before August 31, 2002
 - A. Full time employees (working 20 hours or more per week) and eligible dependents premium paid by District for medical, dental, and vision care.
 - B. Premiums paid for \$100,000 term life insurance policy for all full time Management Personnel.
 3. Classified Management – Hired or rehired on or after September 1, 2002
 - A. Full time employees (working 30 hours or more per week) and eligible dependents premium paid by District for medical, dental, and vision care.
 - B. Premiums paid for \$100,000 term life insurance policy for all full time Management Personnel.
 4. Regular Classified (includes Business Support, Confidential/Non-represented Employees and Operations Support Units, but does not include excluded positions listed at the beginning of Section II hired on or before August 31, 2002.
 - A. Medical, dental and vision care benefits are provided all full time (20 hours or more per week) employees and eligible dependents. For employees hired prior to July 1, 1992, working at least 10 but less than 20 hours per week, dental and vision care benefits are provided to the employee and eligible dependents. Dental and vision benefits for part-time employees, (employees working at least 10, but less than 20 hours per week), hired after July 1, 1992, are provided at the District's expense for the employee only. Part-time employees, (employees working at least 10 but less than 20 hours per week),

hired after July 1, 1992, may buy dental and vision benefits for eligible dependents at the employee's expense.

- B. Disability insurance benefits are provided for all Business Support, Confidential and Operations Support Unit employees working at least 10 hours per week.
 - C. A term life insurance policy in the amount of \$50,000 is provided for all regular employees of the District working 20 hours or more per week as defined in B above, Confidential and Operations Support Units.
5. Regular Classified (Includes Business Support Confidential/Non-represented Employees and Operations Support Units, but does not include excluded positions listed at the beginning of Section II hired or rehired on or after September 1, 2002.
- A. Medical, dental, and vision care benefits are provided all full time (30 hours or more per week) employees and eligible dependents.
 - B. Disability insurance benefits are provided for all Business Support, Confidential, and Operations Support Unit employees working at least 10 hours per week.
 - C. A term life insurance policy in the amount of \$50,000 is provided for all regular employees of the District working 30 hours or more per week as defined in B above, Confidential and Operations Support Units.

6. Retired Employees

A. General

Classified employees of the District approved for retirement under the requirements of their respective retirement systems are allowed to continue in the District's health, dental and vision insurance plan, for retirees, at their option. Retirees shall be required to reimburse the District for the cost of the insurance premiums on a monthly basis. This benefit became effective July 1, 1974.

B. District Paid Benefits for Retirees (includes Retired Management, Business Support and Confidential/Non-represented Employees and Support Units, but does not include Recreation Program employees, i.e. Aquatics, Dance, Gymnastics, etc.).

1. Health and Accident Benefits

The District shall provide health and accident employee benefits at benefit levels provided for other employees for retirees who were eligible for and enrolled in the District's health and accident benefits when employed with the District, in accordance with the following provisions:

- a) A retiree eligible for District paid benefits is determined as follows:
 - If employed by the District prior to March 1, 1985, the retiree must have (1) been enrolled in the District's health and benefits program for 15 years, or (2) have served a total of 15 years in the field of public education (inclusive of time serviced with Clovis Unified School District) and provide proof of enrollment for a total of 15

years in the District's and/or previous public employer's employee health and accident benefits program.

- If employed by the District after March 1, 1985, the retiree must have been employed and enrolled in the District's employee health/accident benefit plan for a minimum of fifteen (15) years in the Clovis Unified School District.
 - Has reached the age of fifty-five (55) years, except in the case of disabilitants. A disabilitant, as so certified by PERS or Social Security, becomes eligible for this benefit immediately if such disabilitant has had fifteen (15) years service in the District. Board-approved health leave will be counted toward the service requirement for this benefit.
 - If employed by the District and/or one "component" school districts for a minimum of fifteen (15) years and retired prior to March 1, 1985. Continuation on this program will be reviewed by the Board on an annual basis.
 - A year of service as it relates to retirees is defined as a work year in which the employee serves at least 50% of the work day and work year for those hired on or before August 31, 2002 and 75% for those hired or rehired on or after September 1, 2002.
- b) An eligible dependent(s) is defined as an individual meeting the eligibility requirements as defined by the District. Eligible spouse is defined as the legally married spouse at time of employee's retirement

from the District. In order for dependents of employees who retired prior to March 1, 1985 to receive health insurance benefits, the dependent will be required to reimburse the District the health insurance premium on a monthly basis.

- Eligibility is further determined by both the retiree and/or dependent(s) enrolling in Medicare Part “A” when first qualified for such coverage through Social Security eligibility at no cost to the retiree and/or dependent(s). Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part “B” upon becoming eligible. The cost of Medicare Part “B” shall be paid by the retiree and/or dependent(s). The retiree must provide the District with evidence of enrolling in Medicare programs.
- If a retiree receiving this benefit should pre-decease a spouse, then the benefit will continue for said spouse providing all applicable requirements of the provisions are met. If an eligible retiree, as defined in paragraph 2-a-1, or an active employee eligible for retirement (on and after age fifty (50) and not as a disabilitant) is deceased prior to age fifty-five (55), the spouse may purchase the District plan at cost until the retiree would have reached age fifty-five (55), at which time the District will pay the cost.
- All references to “Medicare” refer to the Federal Medicare Law as described in Title 18 of the Social Security Act of 1964. An eligible dependent(s) is defined as meeting the eligibility requirements of the carrier as defined by the District.

- Eligible members retiring after the age of fifty (50) who maintain coverage under the District's Health and Accident Plan at their own expense shall be eligible for District-paid coverage at age fifty-five (55) in accordance with the other provisions in this Article.
- If the health insurance claims paid for retirees and retiree dependents (certificated and classified) exceed ten percent (10%) of the total claims paid in any year (July through June), and the retiree desires to continue in the District's health insurance plan, the District will assess retirees a monthly fee to be based on the amount exceeded by all retirees above divided into twelve (12) equal payments August through July of the following year. To the extent permitted by law, the Governing Board further reserves the right to make any changes in the policy or in the coverage that it deems fit in its discretion. Nothing in this policy shall be construed as a waiver of any vested right that the Retiree, the Retiree's spouse or the Retiree's dependents have, or may have in the future under applicable law.

2. Dental and Vision Benefits

For employees retiring prior to age sixty-five (65), the District shall provide dental and vision benefits for retirees who were eligible and enrolled for said benefits when employed with the District for a period of five (5) years from date of retirement or until the retiree reaches the age of sixty-five (65), whichever comes first, based on the following eligibility

criteria:

- a) A retiree eligible for District paid benefits is determined as follows:
- If employed by the District prior to March 1, 1985, the retiree must have (1) been enrolled in the District's health and benefits program for 15 years, or (2) have served a total of 15 years in the field of public education (inclusive of time serviced with Clovis Unified School District) and provide proof of enrollment for a total of 15 years in the District's and/or previous public employer's employee health and accident benefits program.
 - If employed by the District after March 1, 1985, the retiree must have been employed and enrolled in the District's health/accident employee benefit plan for a minimum of fifteen (15) years in the District.

C. EMPLOYEES EXCLUDED FROM MEDICAL BENEFITS BUT ELIGIBLE FOR DENTAL AND VISION CARE BENEFITS

1. Part-time playground positions (Campus Monitors I, Playground Assistants), and
 2. Full-time students employed part-time – Hired on or before August 31, 2002
- For employees hired prior to July 1, 1992, working at least 10 but less than 20 hours per week, dental and vision care benefits are provided to the employee and eligible dependents. Dental and vision benefits for part-time employees, (employees working at least 10 but less than 20

hours per week), hired after July 1, 1992, are provided at the District's expense for the employee only. Part-time employees, (employees working at least 10 but less than 20 hours per week), hired after July 1, 1992, may buy dental and vision benefits for eligible dependents at the employee's expense.

D. RETURN WITHIN THIRTY-NINE (39) MONTHS

Any permanent classified employee with at least three (3) years service, who voluntarily resigns from their permanent position may be reinstated or re-employed by the District within thirty-nine (39) months after their last day of paid service and without further competitive examination to a position in their former classification as a permanent employee, or as a permanent employee in a related lower class or a lower class in which the employee formerly had permanent status. If the District elects to reemploy a person as a permanent employee under the provisions of this section, the employee shall be on the same salary step at the time of resignation. The District shall disregard the break in service, all previous service shall be credited for purposes of computing longevity, vacation and previously earned seniority credits. The District shall restore to them all of the rights, benefits, and burdens of a permanent employee in the class to which they are re-employed.

E. School month only employees shall be given the option of receiving pay warrants in either ten (10) or twelve (12) equal payments.

ARTICLE 13: TRANSFER PROCEDURES

A. Transfers may be originated with the Administration or may be requested by an employee. "Transfer" refers to a horizontal movement of an employee from one job to another in the same class or position and at the same salary rate and may include

movement from one work site to another. A transfer request should not be confused with a request for consideration for promotional opportunity.

B. Classified employees are employed for the District rather than for a particular location or school, and shall be subject to and eligible for transfer within the District in accordance with the following provisions:

1. Employee Initiated Transfer:

Classified employees may request transfer at any time by submitting a written request to the Associate Superintendent-Human Resources/Communications. Such requests shall include class title requested, the number of hours desired, the specific work location desired (if any), and the maximum and minimum number of months the employee is willing to work.

a. The following criteria shall be used in considering employee requests for transfer:

- 1) The efficient operation of the District, as determined by the Superintendent or his designee.
- 2) Qualifications of the employee(s), including past record of performance, seniority, experience and recent training of any candidates for transfer.
- 3) The recommendations of the administrators or supervisors involved.
- 4) The affirmative action goals and policy of the District.

b. Upon request of an employee who was denied a requested transfer, the deciding supervisor shall provide the employee with a valid written explanation of the reason(s) for rejecting the transfer request, along with appropriate methods of improvement.

2. Medical Transfer:

The District shall attempt to give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform their regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by notification to CSEA and concurrence with the employee.

3. District Initiated Transfer:

a. The District shall assign all classified employees of the District. The District shall have the right to transfer when the District concludes that such a transfer is in the best interest of the District. Such transfers may be on a temporary or permanent basis as the District may determine is in the best interest of the District.

b. The District shall notify employees of any intended transfer in writing, and the employee shall have the right to meet with the appropriate supervisor to discuss the intended transfer, prior to the effective date of any such transfer. If the employee objects to the transfer, the employee being transferred shall be notified in writing of the reason(s) for the transfer.

4. The Association may grieve the failure of the District to follow the procedures set forth herein or the failure of the District to consider the criteria set forth herein for employee initiated transfers; however, the decision of the District with regard to any transfer after complying with the applicable procedures and applying the applicable criteria set forth herein, is within the sole discretion of the District and is not subject to the Grievance Procedure.

5. The District shall maintain a list of requested transfers. Employees may apply to

transfer to any posted vacant position within five (5) days of posting.

ARTICLE 14: PROMOTIONS

A. FIRST CONSIDERATION:

District employees with necessary qualifications shall be given first consideration before consideration of outside applicants, in filling any job vacancy within the bargaining unit which can be considered a promotion after the announcement of the position vacancy. The following criteria shall be used in the consideration of promotion requests:

1. The efficient operation of the District, as determined by the Superintendent or his designee.
2. Qualifications shall include past record of performance, seniority, experience and recent training of any bargaining unit employee compared with those of other candidates. In the event two (2) or more candidates have comparable qualifications, the position shall be given to the unit member with the greatest bargaining unit seniority. The Association may grieve the failure of the District to follow the procedures set forth herein or the failure of the District to consider the criteria set forth herein for promotion requests; however, the decision of the District with regard to any promotion, after complying with the applicable within the sole discretion of the District and is not subject to the Grievance Procedure. The decision on whether two (2) or more employees have comparable qualifications is not subject to the Grievance Procedure. The District shall be the sole judge of whether two (2) or more candidates have comparable qualifications. This decision may be appealed to the Superintendent, or his designee, whose decision shall be final and binding.

B. POSTING NOTICES:

1. Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees within the unit may file for the vacancy.
2. Notice of all job vacancies shall be posted via the District's e-mail system and web page. The District shall direct all sites to post a written copy of the notice on the designated employee bulletin board(s) as soon as received via e-mail or web page. The site's failure to post the notice of vacancy on the designated employee bulletin board(s) shall not be grievable if the notice was properly posted via e-mail and web page. The e-mail and web page notice shall be posted for a period of five (5) full working days, during which time employees within the unit may file for a vacancy. The physical posting of a copy of the notice on the bulletin board(s) shall end the same date as the e-mail and web page posting, regardless of when the copy is actually placed on the bulletin board(s).

C. NOTICE CONTENTS:

The job vacancy notice shall include: The job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times and months per year assigned to the position, the salary grade, the deadline for filing application, how to apply for the opening and shall designate if the position is confidential or supervisory.

D. FILING:

An employee in the bargaining unit may file for the vacancy by notifying the Human Resources Department within the filing period.

E. SELECTION:

All applicants not interviewed shall be notified prior to interviews when reasonable possible, and all those interviewed but not chosen for the vacancy will receive an appropriate letter of notification within ten (10) days of selection or, when reasonable possible, prior to the selectee assuming the position. Upon request of an employee who is denied a promotion, the deciding supervisor shall provide a valid written explanation of the basis for rejecting the promotion request, along with appropriate methods of improvement, within ten (10) days of request. Only new applicants and current employees, who have not interviewed within the past six months, must go through the interview process. Other current employees who file for a vacant or open position need not re-interview (unless they request to do so), and will still receive full and fair consideration for the promotional opportunity.

F. SALARY PLACEMENT:

Employees being promoted to a position having a higher grade shall be placed upon the lowest step of the new grade which will equal at least five percent (5%) (i.e., the salary increase to which the employee would have been entitled at the beginning of the next succeeding year had they remained in their former position).

ARTICLE 15: HOURS AND OVERTIME:

A. WORK WEEK:

1. The Board shall establish the classified employee workweek as being forty (40) hours of work served over a seven (7) day period. The Board shall designate the

normal workweek as five (5) consecutive days of eight (8) hours per day Monday through Friday. The Board may assign classified employees to five (5) consecutive workdays at any time during the seven (7) day period when the needs of the District so dictate. This does not preclude the extension of the workweek on an overtime basis.

2. Part-time classified employees shall have less than a forty (40) hour work week.
3. The District, in its discretion, may establish an alternative workweek for any and all unit classifications during the summer months of operation if the District determines that it is in the best interests of the District to do and/or the needs of the District so dictate.
 1. The alternative workweek will consist of four (4) work days each consisting of ten (10) work hours per day.
 2. If a four (4) day/ ten (10) hour workweek is established, employees shall be notified of the change in work week and their starting and ending times in a reasonable fashion. Employees shall be assigned to work from 7:00 a.m. to 5:30 p.m. or from 6:00 a.m. to 4:30 p.m. depending upon the classification and upon supervisor approval.
 3. Under the four (4) day/ ten (10) hour workweek schedule, employees will be entitled to two fifteen (15) minute breaks to occur during the 10 hour work period; and at least a thirty (30) minute lunch period will be arranged for employees serving more than five (5) hours daily. The times for such breaks and the lunch time shall be determined by the employee's supervisor.
 4. Under the four (4) day/ ten (10) hour workweek schedule, the overtime rate shall be paid for all hours worked in excess of the required workday, which

shall not exceed ten (10) hours. Work performed on the fifth, sixth and seventh days shall be compensated for at a rate equal to 1 1/2 times the regular rate of pay of the employee designated and authorized to perform the work.

B. COMPENSATION - SHIFT DIFFERENTIAL:

1. Members of the bargaining unit whose work shift requires service after 6:00 p.m. shall receive a premium of five percent (5%) above the regular pay rate for the respective classification for time served between 6:00 p.m. and midnight.
2. Members of the bargaining unit whose work shift requires service after midnight shall receive a premium of seven and one-half percent (7.5%) above the regular pay rate for the respective classification for time served between midnight and 7:00 a.m. Employees whose shifts begin between 6:00 a.m. and 7:00 a.m., or end between 6:00 p.m. and 7:00 p.m., shall be paid at the regular rate of pay.
3. An employee receiving differential compensation on the basis of their shift shall not lose such compensation if they are temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation. The regular rate of pay of an employee while assigned to a shift which provides differential compensation shall be the differential rate.

C. STANDBY TIME:

Authorized standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as other hours worked under this Agreement. The District reserves the right to assign an employee on standby to any duty included in the employee's job description.

D. TIME AND ASSIGNMENT CHANGES:

1. Temporary assignment—All classified employees shall be assigned and shall successfully perform duties which are fixed and prescribed by the Governing Board. In the event an employee is assigned more than five (5) working days within a fifteen (15) calendar day period in a higher classification, their salary shall be adjusted to the nearest step of the higher classification which would result in at least a five percent (5%) salary increase. This increase would be for the entire period the employee is required to work out of classification.
2. Custodians assigned to a summer Custodian PM Worker position shall not be decreased in pay.
3. The position of Custodian PM Worker is established at five percent (5%) above the Custodian range.

E. INCREASE IN HOURS:

When additional hours are assigned on a regular basis the position shall be posted.

F. MINIMUM CALL IN AND CALL BACK TIME:

Any employee called in to work on a day when the employee is not scheduled to work shall received a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement. Any employee called back to work after their regular scheduled assignment is completed shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

G. OVERTIME DISTRIBUTION OF WORK:

Overtime shall be distributed to the employees on the basis of a rotating roster maintained by the unit supervisor at each job site. The first consideration when assigning overtime shall be performing the type of work required in an efficient

manner, (i.e. plumbing, electrical work, general maintenance). Overtime may also be assigned for efficiency or for continuity in completing a project. An individual who fails or refuses to work available overtime shall be placed at the bottom of the rotating roster. The District shall attempt to equalize annual overtime among those employees who desire same.

1. Overtime is defined as any hours worked in excess of eight (8) hours per day paid at a rate of time and one-half, except where the Governing Board has exempted specific classifications from overtime provisions for any hours worked in excess of eight (8) hours per day, or where the Governing Board has designated a four (4) consecutive day work week for specific classes.
2. Any hours worked in excess of forty (40) hours per week are paid at a rate of time and one-half.
3. For any employee who works twenty (20) or more hours per week, in five (5) consecutive workdays, averaging at least four (4) hours each, the sixth (6th) and seventh (7th) days shall be paid at the rate of time and one-half.
4. For any employee having an average workday of less than four (4) hours in a five (5) consecutive day work week, the seventh (7th) day following the commencement of the five (5) consecutive day work week shall be paid at the rate of time and one-half.

H. BREAKTIME:

While on break, employees are still working on the District's time. Therefore, although the District will attempt to insure that employees' breaks are uninterrupted, employees may be called back to work during their break in cases of emergency. If

the employee's break is interrupted, the employee will be allowed to take the break at a later time.

1. Breaks will be established by the employee's site supervisor and once established, the employee shall be responsible to take the break. Employees will be entitled to a fifteen (15) minute break during each four (4) hour work period; and at least a thirty (30) minute lunch period will be arranged for employees serving more than five (5) hours daily.

I. SUMMER ASSIGNMENTS:

Temporary summer assignments will normally be offered to District employees whose normal assignment is less than twelve (12) months.

J. SPLIT SHIFT:

When a shift is split with forty-five (45) minutes or less between the end of one shift and the beginning of the other, the employee shall receive pay as if there was not a break in time.

K. ADJUSTMENT OF ASSIGNED TIME:

Any employee in the bargaining unit who is required to work an average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more shall have applicable benefits (vacation, sick leave, holiday pay, health and welfare) adjusted to reflect the additional hours.

L. ON CALL DUTY:

1. The parties agree that it is necessary and beneficial to assign a few specific operations unit employees to be on call and available to report to work if necessary on Sundays and holidays during the school year and on holidays and

weekends during the summer months. The following is on the On Call Duty (OCD) time schedule:

- a. Weekend (summer schedule)
 - 1) Begin OCD-Friday at 5:00 p.m., End OCD Monday at 7:00 a.m.
 - b. Weekend (school year schedule)
 - 1) PM crew works Saturday (except Thanksgiving & Christmas)
 - 2) Begin OCD-Saturday at 4:00 p.m., End OCD Monday at 7:00 a.m.
 - c. Holiday (occurring during workweek)
 - 1) Begin OCD-Workday prior to holiday at 5:00 p.m.,
 - 2) End OCD workday after holiday at 7:00 a.m.
 - d. Holiday (occurring on weekend)
 - 1) Same as regular weekend duty.
2. On each Sunday and holiday occurring during the school year and each weekend and holiday occurring during the summer months, the District shall assign at least two unit employees, from the following eligible groups of classifications in the following order by group and by classification within each group, to be on call and available to report to duty if necessary.
- a. Group A
 - 1) Senior Electronic Systems Technician
 - 2) Electronic Systems Technician
 - 3) Building Maintenance Mechanic II
 - 4) Building Maintenance Mechanic I
 - 5) Building Maintenance Worker II

- b. Group B
 - 1) Custodial Utility Worker
 - 2) Senior Skilled Grounds Maintenance Worker
 - 3) Skilled Grounds Maintenance Worker
 - 4) Grounds Maintenance Worker II
- 3. On call assignments shall be made by the District by first requesting volunteers from the above eligible classifications, in the above order, by group and then by classification within each group, if possible. If an insufficient number of volunteers are available, the District shall assign such duties to employees from the aforementioned eligible groups and classifications in the above order, and by seniority within the classification.
- 4. Unit employees assigned to on-call duty shall not be required to report to the District unless specifically called to do so. However, employees assigned to on call duty must be available at all times by cellular telephone and must report within 30 minutes if called, without exception.
- 5. Unit employees who are assigned to be on call shall be paid an on-call stipend of \$40.00 per each 24 hour period and \$20.00 if less than a 24 hour period. The on-call stipend for a weekend (during school year) will total \$60.00. The on call stipend for a weekend (during summer schedule) will total \$100.00. The on call stipend for a three-day weekend during the summer schedule will total a maximum of \$140.00. If a unit member is actually required to report to the District while on call, the employee shall be paid the stipend plus the normal compensation for such hours worked as is required under the contract.

6. All assignments shall be made on a rotational basis of all eligible and available employees as set forth above.
7. The District shall provide each employee with a District vehicle, District radio and cellular phone while the employee is on call duty. (On Call Equipment) On call equipment shall be available only while the employee is on call and shall be used solely for District business and purposes. On call equipment shall not be used for any other purpose under any circumstances.

ARTICLE 16: VACATION AND HOLIDAYS:

A. VACATION ALLOWANCE - WORKING DAYS

Duration of <u>Employment</u>	12 Month <u>Employee</u>	11 Month <u>Employee</u>	10 1/2 Month <u>Employee</u>	10 Month <u>Employee</u>	Duty Day <u>Employee</u>
1 - 5 Years	10 Days	9 Days	8 Days	8 Days	8 Days
6 - 10 Years	15 Days	14 Days	13 Days	12 Days	13 Days
11th Year and After	20 Days	18 Days	17 1/2 Days	17 1/2 Days	17 Days

B. OTHER VACATION PROVISIONS:

1. Classified employees who have completed six (6) months of service as a regular probationary employee shall accumulate vacation from their date of employment at the regular rate of pay earned at the time the vacation is commenced. Regular employment excludes, among other things, employment as a substitute, short term or limited term employment.

2. Vacation for full year (12 month) classified employees may, with the approval of the classified employee's immediate supervisor and ratified by a member of the central District staff, be taken at any time during the school year.
3. No credit shall be allowed for prior service accumulated in any other school district.
4. For vacation computation, a month shall be construed as more than one-half of the normal working days of the regular classified employee's work month. Only classified employees who are members of the classified service as defined in the Education Code shall be entitled to vacation pay allowance.
5. Persons working on less than eight (8) hours per day basis shall be entitled to vacation allowance in proportion with the number of hours per day the person is employed bears to eight.
6. Service greater than fifty percent (50%) of the designated work year is established for determination of a year's service toward longevity vacation benefit. Any paid leave period provided in this contract shall count as service credit for purposes of longevity vacation benefit.
7. Vacation allowance for persons with less than one year's service shall be at the rate of five-sixths ($5/6$ ths) day per month service. Provided however, that any classified employees terminating service with six (6) months or less service shall receive no earned vacation pay.
8. Vacation days for persons who work less than twelve (12) months shall be taken by the ten, ten and one-half or eleven month classified employees during a time when school is not in session, shall normally not be added to the end of the contract period. Duty Day employees shall be provided the option of receiving

- vacation pay as a lump sum payment in June each year or computed as part of regular monthly pay warrants.
9. The District reserves the right to schedule vacations at times least disruptive to the normal work routine. All vacation periods will be subject to the approval of the immediate supervisor and ratified by a member of the central District staff. Disputes arising from the scheduling of vacation shall not be subject to the grievance provisions of the collective bargaining Agreement, but are subject to complaint procedures.
 10. Vacation requests for a classified employee must normally be submitted sixty (60) days in advance.
 11. A classified employee may interrupt or terminate vacation leave and utilize another of paid leave with the approval of the Assistant Superintendent for Human Resources in accordance with regulations of the District.
 12. Vacation Carry-Over: Any employee in the bargaining unit who has been employed for more than one (1) year may elect to carry over five (5) days of vacation to the following fiscal year.
 13. Generally, vacations shall not be used to take occasional days off for personal business. Nevertheless, in cases of personal emergencies, or any other cases deemed valid by the District, vacation leave may be granted and applied to short absences from work.
 14. No classified employee shall be entitled to use vacation leave until that employee has been continuously employed within the District as a regular classified employee for a period of six (6) months.

C. PAID HOLIDAYS

1. Scheduled Holidays:

For employees in paid status during any portion of the workday immediately preceding or succeeding the holiday, the following are paid holidays:

- a. New Year’s Day.....January 1
- b. Martin Luther King’s Birthday..... January 15
(or as per calendar adopted for that week)
- c. Lincoln’s Day.....February 12
(or as per calendar adopted for that week)
- d. Washington’s Day.....Third Monday in February
- e. Memorial Day.....Last Monday in May
- f. Independence Day.....July 4
- g. Labor Day.....First Monday in September
- h. Veterans’ Day.....November 11
- i. Thanksgiving Day.....Fourth Thursday in November
- j. Day following Thanksgiving
- k. Christmas Day.....December 25
- l. Day following Christmas (substitute for Admission Day)

2. Additional Holidays:

Every day appointed by the President, or Governor of this State, for a public fast, Thanksgiving or holiday, or any day declared a holiday under the Education Code in which the Governing Board specifies it shall be a holiday for classified employees.

3. Holidays on Saturday or Sunday:

When a scheduled holiday falls on a Sunday, the following Monday shall be deemed to be that holiday. When a scheduled holiday listed falls on a Saturday, the preceding Friday shall be deemed the holiday.

4. Floating Holiday:

One additional holiday designated as a “Floating Holiday” shall be granted for each employee in the bargaining unit and shall be taken by the employee during the established Winter Recess.

5. Holiday Eligibility:

Employees not normally assigned to duty during the school holidays on December 25, and January 1, shall be paid for these two holidays provided they were in a paid status during any portion of the working of their normal assignment immediately preceding or succeeding the holiday period.

6. Working on Paid Holiday:

When an employee is required to work on any of the listed paid holidays, they shall be compensated or given compensating time off for such work at the rate specified in the Education Code.

7. Notwithstanding the above, no payment will be made for any holiday occurring prior to the first day of employment with the Clovis Unified School District.

D. VACATION SCHEDULING

The following common rules shall apply to Operations Unit personnel in the Ground, Custodial, Maintenance, Warehouse and Transportation (Shop) Departments regarding the scheduling of vacations:

1. Employees shall not be allowed vacation during the two weeks preceding the start of the school year nor the first week of school.
2. Employees shall be granted a maximum of ten (10) consecutive vacation days.
3. Vacation schedules for the ensuing year must be requested in writing to the department manager/director between March 15th and April 15th.
4. Vacations will be considered on a rotating seniority roster basis. Each multiple day consecutive period up to ten (10) days shall be considered as a request for rotation purposes.

Additional rules applying to specific Departments shall be:

Custodial:

1. Vacation days shall not be granted on days when “traditional” school is in session.
2. During winter/spring breaks, a maximum of ten percent (including locker room attendants) shall be allowed off any given day.
3. During winter/spring breaks the maximum number of custodians that can be off any one school site shall be:

Elementary Site 1

Intermediate Site 2

High School Site 3

3. The number of custodians on vacation simultaneously during the summer months, excepting the “common rule” restrictions, shall not be limited.

Grounds

1. During the period March 15th - September 15th, or “All Clovis Week” no more than four Grounds persons shall be allowed to be on vacation simultaneously.

2. During the period September 16th - March 14th, no more than 33 percent shall be allowed to be on vacation simultaneously.
3. During winter break no more than 90 percent shall be allowed to be on vacation simultaneously.
4. Vacation days shall not be granted during the week of high school graduations.

Maintenance

1. Vacation days shall not be granted during the week of high school graduations.
2. No more than 50 percent of the specific trade areas (electricians, plumbers, etc.) shall be granted vacation days simultaneously.

Warehouse

1. No more than 50 percent of the warehouse workers shall be granted vacation days during winter break and spring break simultaneously.
2. Vacation days shall not be granted during the week of high school graduations.
3. No more than 20 percent of the Shop personnel shall be allowed to be on vacation simultaneously.

Transportation (Shop)

1. No more than 20 percent of the Shop personnel shall be allowed to be on vacation simultaneously. Employees may request a deviation from the identified procedures and rules outlined above for "special circumstances." The appeal for special circumstances must be made in writing to the department supervisor with a review and final decision to be determined by the department Director or Manager.

ARTICLE 17: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A “grievance” shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement, which adversely affect the grievant.
2. A “Grievant” shall mean an employee covered by this Agreement filing a grievance.
3. A “Conferee” shall mean any representative selected by the grievant to assist the employee in presenting and processing the claimant’s grievance. An Administrator/Supervisor with whom a grievance is filed may also choose a conferee in processing grievances.
4. The “Association” shall mean the employee organization recognized by the Governing Board as the exclusive representative for the unit of employees covered by this Agreement.
5. A “day” shall mean any day on which the District Administration office is open for business.
6. An “Immediate Administrator” shall mean the first level Administrator/Supervisor having immediate jurisdiction over the grievant and who has been designated to adjust grievances.
7. A “District Grievance Form” shall mean a District provided form, completed in writing by the employee within twenty (20) days of the date the grievant could reasonably have known of the violation, misapplication or misinterpretation.

B. GENERAL PROVISIONS

1. The purpose of the procedure is to attempt to secure equitable solutions to grievances. The parties agree that the proceedings herein are formal proceedings. Nevertheless, the parties will attempt to resolve all grievable issues in a flexible manner when possible and be kept as confidential as possible.
2. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such requirements or other directive pending final decision of the grievance.
3. Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his immediate Administrator/Supervisor or to have the grievance adjusted, prior to Level 4, without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at Levels 2, 3, or 4 shall not be agreed upon by the District until the Association has been provided a copy and allowed an opportunity to respond.

C. PROCEDURE

1. Level 1:
 - a. Within five (5) days of the date the employee could reasonably have known of the occurrence, the grievant must discuss the nature of the grievance with the immediate Supervisor, Manager or Department Director.

2. Level 2:

- a. Not before five (5) days, but within twenty (20) days of the date the employee could reasonably have known of the occurrence, the grievant must present their grievance in writing on the District provided form to the immediate Administrator/Supervisor. This District form shall contain a clear and concise statement of the grievance, the circumstances involved, the decision rendered at the Level 1 meeting and the specific remedy sought.
- b. After review with the Department Director, the immediate Supervisor shall communicate a decision to the employee in writing within fifteen (15) days after receiving the written grievance at Level 2. If the Administrator/Supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the foregoing time limits, either party may request a personal conference to discuss the grievance. Either the grievant or the immediate Administrator/Supervisor may have a conferee present at such a conference.

3. Level 3:

- a. In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the appropriate District Administrator within fifteen (15) days. This written appeal statement should include a copy of the original grievance, the decision rendered at the previous level, and a clear, concise statement of the reasons for the appeal.
- b. The appropriate District Administrator shall communicate a decision within fifteen (15) days after receiving the appeal. Either the grievant or the

appropriate District Administrator may request a personal conference within the foregoing limits to discuss the grievance. Either party may have a conferee at such a conference.

4. Level 4:

If the grievant is not satisfied with the decision at Level 3, the employee may within fifteen (15) days appeal the decision to the Superintendent or his designee. This written appeal statement shall include a copy of the original grievance, the appeals, the decisions rendered at previous levels and a clear concise statement of the reasons for the appeal. The Superintendent shall communicate a decision within fifteen (15) days.

5. Level 5:

If the grievant is not satisfied with the Superintendent's decision at Level 4, the employee may, within ten (10) days, appeal the decision to the Board of Education. This written appeal statement shall include a copy of the original grievance, the appeals, the decisions rendered at previous levels and a clear concise statement of the reasons for the appeal to the Board. The Governing Board shall render a final decision within the next three (3) regularly scheduled meetings on any grievance appeal and shall be binding on all parties.

6. Group Grievance:

If the grievance involves employees with different immediate Administrators and/or Supervisors, the grievance may be filed at Step 3. If the grievance involves employees, not all of whom have the same supervision at Step 3, the grievance may be submitted at Step 4.

7. Employee Availability for Testimony:

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

8. Separate Grievance File:

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

ARTICLE 18: EMPLOYEE EXPENSES AND MATERIALS

A. PERSONAL APPEARANCE:

Employees of the District will use good judgment in clothing. The clothing of all employees should be appropriate to the job classification of the employee. Employees' dress and grooming will conform to reasonable standards established by the Governing Board.

B. UNIFORMS AND EQUIPMENT

1. The Governing Board will provide clothing and equipment or allowance therefore, for bargaining unit personnel performing tasks which require specific types of uniforms and equipment.
2. It is the sole prerogative of the Governing Board to determine the job classification positions that require distinctive uniforms or equipment and the amount of any allowances.

3. All clothing and equipment provided by the District remains the property of the District and must be returned upon completion of service depending upon serviceability.
4. After employment for three continuous years, the employee will be provided an allowance for purchases of uniform related gear including, but not limited to, safety shoes. The District and CSEA will annually determine the amount of the allowance for each represented department (bus drivers, custodians, food services, grounds, maintenance, vehicle shop, and warehouse.)

C. REQUIRED TRAINING/STUDIES:

Any training or studies required by the District for Retention shall be paid by the District and the employee shall be compensated for required hours of training at the appropriate rate for all tuition/materials expenses.

D. PHYSICAL EXAMINATION:

1. Required Physical Examinations:
 - a. The District shall retain the sole right to require a physical examination of any employee at any time, whenever in the judgment of the Superintendent, the employee shows of evidence of deviation from required health or physical capacity standards.
 1. In cases where the District requires a physical examination pursuant to this Agreement, it shall be conducted by the doctor and/or facility selected by the District. Physical examinations required by the District shall be at District expense.

- b. The results of all required physical examinations shall be made known only to the Associate Superintendent-Human Resources and shall be made a part of the employee's official personnel file.
- c. For any physical examination required by the California Vehicle Code in connection with renewal of School Bus Certificate/License or in connection with renewal of required Class 1 License, employees shall be given the option of provisions in Article 18, Section D.1a (1), or their personal physical. If the employee chooses to use their personal physician, the District shall pay only that portion of the expense that would have been paid to the District's physician.

E. TOOL ALLOWANCE:

Automotive mechanics shall be entitled to receive up to an annual maximum of \$500.00 as tool reimbursement or additional tool purchase reimbursement. To receive such reimbursement, the automotive mechanic shall request permission of the Vehicle Maintenance Supervisor to replace worn out or damaged tools or to purchase additional tools prior to making such replacement or purchase, and at that time shall advise the Vehicle Maintenance Supervisor of the replacement or purchase cost. Replaced tools, or proof of exchange of the replaced tools, shall be turned into the Vehicle Maintenance Manager.

F. EMPLOYEE EXPENSE REIMBURSEMENT CLAIMS SHALL NORMALLY BE PROCESSED WITHIN TEN (10) WORKING DAYS OF SUBMISSION.

G. MILEAGE REIMBURSEMENT:

Unit members who are required to use their personal automobile in order to carry out their regularly assigned duties, or for other District approved travel, shall be reimbursed at the prevailing IRS rate, adjusted January 1st annually.

1. "Regularly assigned duties" travel shall include:
 - a. Travel between work sites for unit members whose regular assignments specifically require such travel.
 - b. Travel by unit members whose assigned duties specifically involve transporting of supplies or equipment.
2. The District reserves the option to establish even monthly rates for those unit members whose assignment results in a predictable amount of miles per month.

ARTICLE 19: LAYOFF AND REEMPLOYMENT:

A. LAYOFF OF CLASSIFIED EMPLOYEES:

A layoff is a separation from the classified service for lack of funds, including any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanency, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. Layoff may occur for any of the following reasons:

1. Reduction or elimination of services.
2. The expiration of a specially funded program.
3. Actual and existing financial inability to pay salaries of classified employees, or layoff for lack of work resulting from causes not foreseeable by the Governing Board. The notice requirement contained in Section C hereof may be waived.

B. ORDER OF LAYOFF:

1. Whenever a classified employee is laid off, the order of layoff within a class (classification) shall be determined by seniority. The employee who has been employed the shortest time in the class and higher classes shall be laid off first.
2. For purposes of this Agreement, seniority shall mean date of hire as defined in Article V, above.
3. If two (2) or more employees subject to layoff have equal class seniority, the determination as to who should be laid off first shall be made on the basis of the hire date, or if that is equal, the determination shall be made by lottery.

C. NOTICE OF LAYOFF:

1. Employees to be laid off shall be notified in writing by the District as set forth by Education Code #45117.
 - a. Such written notices shall be served personally upon such employees or sent by certified mail to affected employees at their last address given to the District, as set forth by Education Code #45117.
 - b. The notice shall contain:
 - 1.) The reason for the layoff.
 - 2.) The effective date.
 - 3.) The employee's displacement rights, if any.
 - 4.) The employees reemployment rights.
 - 5.) Service retirement options, if any.
 - 6.) Seniority placement

D. SENIORITY RECORDS:

The District shall maintain a record for determining layoff and displacement rights, if any, including seniority and hire date for all classes in which affected employees have

served. Such record shall be made available to CSEA upon request. Employees may bring to the District's attention any objection to their seniority record. Said objections are to be made within five (5) working days of the date the District makes the record available, to allow the District time to review the record, and if necessary, correct any error contained therein.

E. REEMPLOYMENT RIGHTS UPON LAYOFF:

1. Persons who have been laid off because of lack of work or lack of funds are eligible for reemployment for up to 39 months and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during such 39-month period.
2. Seniority earned within the classification and higher classifications prior to the effective date of layoff shall be reinstated to the employee who is subsequently re-employed within the 39 month period.
3. An employee on a reemployment list shall be notified in writing by the District of any opening(s) for which the employee is eligible and qualified. Such notice shall be sent by regular mail to the last known home address of such employee.
4. With the exception of bus drivers who are working in a "reduction of hours" any employee on a reemployment list may decline two offers of reemployment in their classification. After the second refusal, no additional offers need be made until the employee indicates that they are willing to accept work.

F. VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION IN HOURS:

1. Affected employees who take voluntary demotions in assigned time in lieu of layoff shall be granted the same rights as persons laid off and shall retain

eligibility to be considered for reemployment for an additional period of 24 months.

2. Affected employees who take voluntary demotions or voluntary reduction in assigned time in lieu of layoff shall, at the option of the employee, be returned to a position in their former class or to positions with increased time as vacancies become available.
3. The District shall keep a valid reemployment list and affected employees shall be ranked on that list in accordance with their proper seniority.
4. Employees returning from layoff to a lower class or with reduced hours shall receive all rights of this section.

G. DISPLACEMENT RIGHTS:

An employee laid off in their present classification may elect reassignment into equal or lower classification(s) in which such employee has previously worked and gained permanency. Such displacement shall be based upon the employee's seniority in that classification.

H. ELECTION OF RETIREMENT IN LIEU OF LAYOFF:

Any employee who was subject to layoff for lack of work or lack of funds and who elected retirement from the Public Employees Retirement system shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If they are subsequently subject to reemployment and accept, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees

Retirement System has properly processed their request for reinstatement from retirement.

ARTICLE 20: TRANSPORTATION DEPARTMENT — “ASSIGNED HOURS”
AND BUS ROUTE BIDDING SCHEDULE AND PROCEDURES FOR

A. BUS SAFETY CHECKS, WASHING, AND CLEANING:

1. Thirty (30) minutes per day will be assigned per employee, in addition to actual driving time, for the purpose of bus safety check, check-in, and bus cleaning. If necessary, an additional fifteen (15) minutes will be assigned if a driver is required to safety check more than one bus.
2. The District will review, within a reasonable period after school commences each September, the question of time spent by employees in washing assigned buses.

If it is determined that any employees are required to regularly work more than the thirty (30) minutes allotted daily for safety checks and cleaning, the District will make adjustments whenever appropriate.
3. School bus drivers shall clean the exterior of the buses once a week. The District shall schedule sufficient time during each week to allow each bus driver to clean the exterior of their bus.

B. BUS ROUTE BIDDING SCHEDULE AND PROCEDURES:

Bidding for bus driver routes shall be governed by the following schedule and procedures:

1. Two annual transportation bids will be held to accommodate both the regular (traditional) school year assignments, and the extended year assignments (summer school and summer year-round education).

- a. Bus route bidding for the traditional school year will be accomplished in late August. The most senior driver in the time slot shall bid first, with the principle of seniority followed for the remaining bids. For purposes of determining seniority, District seniority shall prevail. Each driver shall bid for three routes within their time slots, designating their first, second and third choices.
- b. Bus route bidding for extended school years, including summer school and year-round sessions falling between the traditional school year (June through August), will be bid in June. This bidding will be based upon seniority/date of hire.
- c. Mid-year Transportation Vacancies
 - 1) Mid-year route vacancies will be administered and filled out as outlined Article 14.
 - 2) All subsequent route vacancies that are related directly to the first vacancy filing will also be filled with the most senior driver interested with the principle of seniority followed for the remaining bids. There will be no vacancy announcement or sign-up for these vacancies.
 - 3) Drivers accepting the offer must demonstrate merit either for a transfer or promotion (increase/decrease in hours) as outlined in the contract. Transfers will be administered as outlined in Article 13. Promotions will be administered as outlined in Article 14, and must have some advantage for the driver and/or District. Advantage is defined as a 30 minute minimum difference in start/end times, no “K” run, recreation run, etc. Advantage is not defined as route area, size or type of equipment, or number of students on route.

- d. A school bus driver on a “reduction in hours” list may decline offers of additional hours which would return said school bus driver to their previous “hours” classification. If a refusal is made in two separate school years, no additional offers need to be made.
2. The District reserves the right to reject any bid which the District believes is not in the best interests of the District and its pupils. If a bid is rejected, a valid, written explanation of the basis for rejecting the bid shall be given to the affected bus driver.
3. The Association may grieve the District’s failure to follow the procedures set forth herein, or the District’s failure to consider the criteria set forth in this Article for bus route bidding procedures. The decision of the District, however, with regard to the rejection of any bid, after complying with the applicable procedures, and applying the applicable criteria set forth in this Article, is within the sole discretion of the District and is not subject to the grievance procedure.
4. Drivers who are assigned to extended-year routes, including year-round education in July and August, must request vacation at least sixty (60) days in advance of the requested days off. The Director will determine, and make the final decision, on whether the requested time off will be approved. A driver involved in year-round education will not suffer a pay reduction for these vacation days, but the driver will not be paid for vacation days as are the traditional school year drivers.
5. The parties understand and agree that drivers of extended-year and year-round education routes must realize, and are hereby put on notice, that at the conclusion of the first year (1992-1993), their hours may be reduced. Subsequently, the extended-year routes will be filled on a seniority basis.

6. After the first and second years of the extended year-round education routes, subsequent route bidding will be determined during the May-June bid. Drivers performing the extended routes during the first two years will have first rights for future extended-years assignments. The first year of extended and year-round education routes will be viewed as a "Pilot Program". The parties agree that an appropriate subcommittee will reconvene in the Spring of 1993 to review this program, and make any necessary modification to the process of bus route bidding, selection, and scheduling.
7. Overtime — In accordance with Article 15, overtime and extra time shall be first rotated within the classification. When the District has exhausted this rotation, the District has the right to assign overtime and extra timework to any other classified employee within the Department.

C. FUELING:

Transportation Bus Drivers will be responsible for fueling their own buses. Drivers will be trained in the handling of the different fuels, etc. If the fueling time does not fit into regular contracted time, trip time, or flextime, then the driver will be compensated accordingly.

D. REQUESTED DAY TRIPS:

Transportation Department employees who possess a special driver's certificate shall be allowed one (1) requested day trip per year. Any school site teacher, principal, or District official may make this request.

ARTICLE 21: CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike work stoppage, slowdown, or refusal or failure to fully and faithfully perform all job functions and responsibilities or

other interference with the operations of the District by the California School Employees Association or its Chapter No. 250 or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. In the event of a strike work stoppage, slowdown, or other interference of the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action. It is agreed and understood that any employee violating this Article may be subject to discipline, including termination by the District. The District agrees not to lock out employees in the bargaining unit.

ARTICLE 22: NON-DISCRIMINATION

The Governing Board agrees to comply with the provisions of Title XI and Title VII of the 1964 United States Civil Rights Act, as amended.

ARTICLE 23: CONCLUSIVENESS OF AGREEMENT

- A. This Agreement constitutes the entire Agreement between the parties and concludes meet and negotiation on any items, whether included in this Agreement or not, for the term of this Agreement. All matters not specifically enumerated within the provisions of this contract shall be deemed to be the sole decision of the Governing Board.
- B. Parties expressly waive and relinquish the right, and each agree the other shall not be obligated during the term of this Agreement to bargain collectively with respect to any subject or matter whether referred to or covered in this Agreement; even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they negotiated or executed this Agreement.

- C. Items in the contract come under the grievance procedure, with the exception of those so enumerated within the provisions of this Agreement.
- D. Any additions or changes in the Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE 24: SUPPORT OF AGREEMENT

The Association agrees to support this Agreement for its term and will not appear before any public body in order to seek change or improvement in any matter subject to the meet and negotiation process except as by mutual agreement of the District and the Association.

ARTICLE 25: COMPLETION OF MEET AND NEGOTIATION

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

ARTICLE 26: SAVINGS CLAUSE

- A. If any provisions of the 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, but all other provisions will continue in full force and effect.
- B. Such article, section, or provision upon being deemed invalid shall revert to the authority of the Governing Board during the remaining period of the contract or until

a new collective bargaining agreement is reached on that invalidated subject. The parties agree to negotiate within thirty (30) days.

For the District:

For CSEA-Chapter 250:

_____ **date** _____

_____ **date** _____

_____ **date** _____

_____ **date** _____

_____ **date** _____

_____ **date** _____

_____ **date** _____

_____ **date** _____