

COLLECTIVE BARGAINING AGREEMENT
between
THE IRVINE UNIFIED SCHOOL DISTRICT
and
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS IRVINE CHAPTER 517



AFL-CIO

July 1, 2022 to June 30, 2025

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ARTICLE 1 - AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Irvine Unified School District ("District") and the California School Employees Association and its Irvine Chapter 517 ("Association"), an employee organization.
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- 1.3 This agreement shall remain in full force and effect from July 1, 2022 - June 30, 2025.
- 1.4 For the 2023-2024 and 2024-2025 school years, this Agreement may be reopened for the purpose of negotiating Article 8 – Compensation and Related Benefits, Article 9 – Health and Welfare Benefits, and up to two other articles identified by each party during the term of the Agreement.

ARTICLE 2 - PURPOSE OF AGREEMENT

It is the purpose of this agreement to promote more effective and efficient educational programs through a binding and bilateral agreement by and between the District and the Association. This agreement will preserve both the public interest and management responsibility and also recognizes the legitimate interest of employees and the Association.

The scope of this Agreement shall be limited to matters relating to wages, hours of employment and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Education Code Section 53200, leave and transfer policies, safety conditions of employment, procedures to be used for the evaluations of employees, organizational security and procedures for processing grievances. In addition, the exclusive representative (Association) has the right to consult on matters relating to educational objectives affecting the personnel policies within the discretion of the District under the law. All matters not specifically enumerated are reserved to the District and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the District to consult with any employees or employee organizations on any matter outside the scope of representation.

Consultation is defined as any dialogue, either oral or written, between the Employer and the Association on specific issues.

ARTICLE 3 - RECOGNITION AND ASSOCIATION RIGHTS

3.1 Recognition

The District recognizes the Association as the exclusive representative for classified personnel including, but not limited to, the following general groups: Food Services, Clerical and Secretarial, Operations and Maintenance to include custodial/maintenance/grounds/safety, Instructional Aides (para-professional), Transportation, Facilities Planning, Library Media, Technical Support, and Noon Duty Aides, excluding Limited Term Employees, Substitutes, Contract Personnel, Consultants, Management, Confidential and Supervisory Personnel.

3.2 Association Rights

- 3.2.1 Pursuant to the appropriate State laws, the Employer agrees that employees in the represented unit shall have the right to freely organize, join, and support the Association for the purpose of representation in the meeting and negotiating process.
- 3.2.2 The Association and its representatives may use school facilities at reasonable hours in accordance with the District's use of facility policy, provided that this shall not interfere with the work schedule or interrupt other normal school activities. The site manager may designate a suitable and adequate place if there would be conflict with other scheduled activities.
- 3.2.3 Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times provided that this shall not interfere with the work schedule or interrupt other normal school facility use.
- 3.2.4 The District may permit the Association to use school equipment under the usual building use policies, provided that this shall not interfere with the work schedule or interrupt other normal school facility use.
- 3.2.5 The Association shall have the right as a recognized classified employee organization to post notices of activities and matters of Association concern on employee bulletin boards. The Chapter Executive Board will approve materials to be posted on employee bulletin boards, including information about Association elections. At least a portion of one bulletin board shall be provided in each school building for this purpose. Such communications to employees shall be posted only on the designated bulletin board. The Association may use the District's regular and normal inter-school mail services, e-mail, and employee mail boxes for communications to its members. All communications posted on a bulletin board, sent through school means of distribution, e-mailed, or placed in employee mail

boxes by the Association shall have proper identification of the Association. Political advocacy or campaign literature shall not be posted on school bulletin boards or distributed through school regular or electronic mails by the Association or any of its members, nor shall school facilities or equipment be used in any manner for political purposes by the Association. The Chapter President or designee may use district email for non-work purposes in order to announce the date, time, location and logistics of association elections only.

3.2.5.1 A site by site survey of bulletin board needs will be conducted by the Association which may be reported to the District so that bulletin board space is provided per this article.

3.2.6 The District agrees to furnish the Association, on written request, information concerning the financial resources of the District, including annual financial reports and audits, register of classified personnel, preliminary budget requirements and allocations, agendas and minutes of Board meetings, census and attendance data, and such other information that will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of employees. Nothing contained in the above shall be construed to require the District to provide such information in any form other than what would normally be provided by the District.

3.2.7 The District shall make a reasonable and timely effort to advise the President of Irvine Chapter 517 when it becomes aware of fiscal, budgetary, tax, or legislative issues that may have an impact on the classified service.

3.2.8 The private and personal life of any employee is not within the appropriate concerns or attention of the District except as it may adversely affect the schools.

3.2.9 Neither the District nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in Association activity.

3.3 Payroll Deduction

3.3.1 The Association shall have the sole and exclusive right to have membership dues deducted for employees who elect to become members of CSEA. There shall be no charge by the employer for Association deductions.

3.3.1.1 The Association shall be responsible for processing employee requests for payroll deductions for CSEA membership. CSRA shall maintain a current file of such written authorizations for payroll deductions for CSEA membership.

3.3.1.2 CSEA shall provide the District with a request for payroll deductions for Association membership. By Making said request to the District, CSEA

is certifying that it has a written request on file for such a deduction for each employee for whom the request is made.

3.3.1.3 Requests for dues deductions shall be provided by CSEA in a timely manner and shall be processed by the District payroll department according to payroll timelines.

3.3.1.4 Pursuant to such a request, the District shall deduct CSEA membership dues from the regular pay warrant of the employee each month for ten (10) months. Requests for payroll deductions for CSEA membership received after the commencement of the work calendar for the classification of the employee shall be prorated according to payroll deadlines.

3.3.1.5 Employee requests to change or cancel authorizations for payroll deductions for the Association shall be directed to the Association. The District will rely on information provided by the Association regarding whether deductions or reductions for the Association were properly changed or cancelled.

3.3.1.6 The Association shall indemnify the District for any claims made by the employee for the transmission of deduction requests and/or for claims about deductions made in reliance on the information provided by CSEA.

3.3.2 Remittance of Payroll Deductions

3.3.2.1 The District agrees to promptly remit such monies for payroll deductions to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made.

3.3.2.2 The District shall deduct dues for members in accordance with the dues schedule provided by CSEA.

3.4 Hold Harmless Clause

3.4.1. The Association shall indemnify and hold the District, its employees, or agents, harmless from any and all claims, demands, or suits or any action arising from the organizational security provisions contained herein.

ARTICLE 4 - MANAGEMENT RIGHTS AND EMPLOYER POWERS

- 4.1 It is understood and agreed that the District retains all powers and authority to direct and control District operations to the full extent of the law. Included but not limited to those duties and powers are the rights, in accordance with applicable laws and District regulations, to:

Direct the work of employees, determine the means and services to be provided, establish the educational philosophy and the goals and objectives of the District, school and/or other activity, insure the rights of students, employees, managers, and Board of Education members, determine the number and kinds of personnel required, determine the job descriptions with Association consultation, maintain the efficiency of the School District operation, build, move or modify the facilities, develop a budget, develop and implement budget procedures with Association input, and determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, terminate, and discipline employees.

Further, the District reserves the right to do all that is necessary to exercise the foregoing powers, rights, authority, duties, and responsibilities, including but not limited to, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, and shall be limited only by the specific and express terms of this Agreement, in conformance with the laws of the State of California.

ARTICLE 5 - EVALUATION OF CLASSIFIED EMPLOYEES

5.1 Time of Evaluation

- 5.1.1 Probationary employees shall be evaluated by their evaluator prior to a recommendation for permanent status. Normally, the evaluation shall be made by the fourth (4th) month of employment on the district-designated evaluation form. A satisfactory evaluation is not a guarantee that the employee will complete the probationary period and become a permanent employee.
- 5.1.2 Permanent employees shall be provided with an annual written evaluation of performance by their evaluator within thirty (30) work days before or after their anniversary date, or by May 15th, unless the employee and the manager mutually agree to another evaluation due date. The District shall provide the necessary evaluation forms to be completed by the evaluator. The District and CSEA promote an evaluation process that provides regular, on-going feedback to employees, with the annual evaluation document constituting a summary of verbal and/or written communication occurring throughout the evaluation cycle
 - 5.1.2.1 Employees who do not receive a written evaluation by the timelines noted in 5.1.2 will be presumed to have performed satisfactorily for that time period.
- 5.1.3 Normally, evaluations shall be conducted by those most familiar with the work of the employee, but in cases where uniformity of criteria is important, the site or location manager may designate an evaluator for a single, broad job classification at a specific site.
- 5.1.4 Employees upon request, shall have a post evaluation meeting with the evaluator to discuss the evaluation.
- 5.1.5 Within ten (10) work days of receipt of the evaluation, the employee may file a written response to the evaluation which shall be attached to and placed in the employee's personnel file with the evaluation. (See 12.1.3 for definition.)
- 5.1.6 The evaluator will provide timely feedback to the employee about unsatisfactory performance, including notice of deficiencies, suggestions for improvement, and reasonable time to make improvement.

5.2 Persons Responsible for Evaluation

5.2.1 Immediate Supervisor

Unless mutually agreed otherwise, an employee's immediate supervisor shall be the individual at supervisory or administrative level responsible for the area in which the employee works a majority of the time.

5.2.2 A director or designee shall designate an evaluator for an employee in a district-wide program. The evaluator shall be supervisory or management personnel.

5.3 Procedures for Completion of Evaluation Forms

5.3.1 Evaluations shall be made on District evaluation forms. A copy shall be provided to the employee and one copy shall be placed in the employee's personnel file in Human Resources. The site supervisor may keep a copy at the site.

5.3.2 Employees shall sign all evaluations to acknowledge receipt of the evaluation and to indicate knowledge of the contents but not necessarily agreement on the contents.

5.4 Employee Request to Change an Evaluation

5.4.1 Employees who have a complaint about the annual evaluation may request a change to it by appealing to the:

5.4.1.1 Evaluator

5.4.1.2 Supervisor or Manager of the Evaluator

5.4.2 An appeal to change the evaluation must be filed in writing with the evaluator within ten (10) work days of the receipt of the evaluation by the employee. The evaluator will have ten (10) work days to respond to the appeal. If the appeal to change the evaluation is denied by the evaluator, the employee may appeal to the supervisor or manager of the evaluator within ten (10) work days of receipt in writing of that denial. The supervisor or manager will have ten (10) work days to respond to the appeal. Timelines can be waived in writing by mutual agreement between the employee and the evaluator and/or supervisor.

ARTICLE 6 - PERSONNEL FILES

6.1 Personnel Files

- 6.1.1 Personnel files of each employee shall be maintained in the employer's central administrative offices.
- 6.1.2 Every employee shall have the right to inspect/examine his file upon request, provided such inspection takes place outside the normal working hours.
- 6.1.3 Material not subject to inspection includes rating reports or records which were obtained prior to employment of the person involved, prepared by identifiable examination committee member, or obtained in connection with a promotional examination.
- 6.1.4 An employee shall have the right to authorize a representative to examine their file and obtain a copy of material in the file, except those materials indicated in 6.1.3 above. The representative shall present to the appropriate Human Resources person the District form with the employees authorizing the review of materials.
- 6.1.5 An employee may be released for up to one hour from the employee's work station to respond to a derogatory personnel file entry. The time for the release shall be scheduled with the mutual agreement of employee's immediate supervisor, may not be done on overtime and must be requested within five (5) days of service of the notice of proposed derogatory personnel file entry. Employees who are less than full time may receive release time or compensation at the discretion of the District. This provision is not intended to apply to evaluations or to authorize release time for consultation with a representative on disciplinary matters.
- 6.1.6 The employee may place commendatory material relative to his professional status in the file.

ARTICLE 7 - WORKING CONDITIONS

7.1 Work Week/Work Day/Work Year

The standard work year shall be twelve (12) months, of which the standard work week of regular classified employees shall be forty (40) hours. The working day for a five (5) consecutive-day work week shall be eight (8) hours exclusive of lunch breaks. Employee's lunch period shall be duty free. The working day for a four (4) consecutive-day work week schedule shall be ten (10) hours exclusive of lunch breaks. Anything less than forty (40) hours per week and/or eight (8) hours per day shall be termed part-time and prorated accordingly.

7.2 Work Schedule

7.2.1 Full-Time Classified Employees' Schedule

Working hours shall be established for employees by the immediate supervisor with approval of the Superintendent. All forty (40) hour per week full-time employees shall be assigned either to an eight (8) hour day five (5) consecutive day work week, or to a ten (10) hour day four (4) consecutive day work week, Monday through Saturday, or a nine (9) hour day eighty (80) hour two weeks. A nine (9) hour day on Monday-Thursday plus a four (4) hour day on Friday constitutes a forty (40) hour work week and may serve as "summer hours" in June-August at the discretion of the District. Employees will be given two (2) weeks notification when their work schedule is to be changed except for emergency situations as determined by the District. Where practicable and to the extent possible as determined by the District, part-time employees will be provided with two (2) weeks notification when their work schedule is to be changed.

7.2.1.1 The employee will be responsible for completing and signing District electronic or hardcopy forms relating to time cards, absence/vacation forms, and overtime cards.

7.2.2 Rest Periods

All employees are granted two ten (10)-minute rest periods per 8-hour day or one ten (10)-minute rest period per 4-hour period in accordance with a schedule arranged by their designated administrator or supervisor. Rest period time is not cumulative.

7.2.3 Overtime

Overtime work shall be compensated at the rate of one and one-half times the employee's regular hourly rate for hours worked in excess of eight (8) hours in a day, except for irregular work-week schedules listed in 7.2.1, or forty (40) hours in

one week. Overtime may be in the form of compensatory time off also at a rate of one and one half, and the use thereof shall be determined by mutual agreement between the supervisor and the employee.

7.2.3.1 Overtime shall not be assigned in a preferential manner and shall be offered on a rotational basis equally among employees of the same classification within each department and consistent with work requirements as determined by the supervisor.

7.2.3.2 Overtime shall be pre-authorized by the supervisor. Whenever possible, the program administrator shall provide employees with 24-hour notice prior to ordering or assigning overtime.

7.2.3.3 When a bargaining unit member is required to work on any holiday identified in Article 10.11, he/she shall receive regular pay for the holiday, plus one and one-half times the employee's regular hourly pay for all hours worked on the holiday.

7.2.4 Emergency Call-Back

Employees called back by the District in emergency situations shall be guaranteed four (4) hours work, or equivalent compensatory time off, or salary compensation as mutually agreed by the District and the employee.

7.3 Uniforms

Required District uniforms for designated custodial, grounds, maintenance, transportation, campus control assistants, warehouseman and warehouse delivery personnel will be provided by the District. Uniform shorts are acceptable dress year-round with mutual agreement of the Supervisor and the employee. The District will provide aprons for Food Service employees. Replacement costs for lost uniforms will be borne by the employee if it is established that there is a "culpable degree of negligence" in line with Labor Code 2865.

7.4 Professional Growth Program

7.4.1 Professional growth is an organized activity designed to improve performance of employees in the classified service and to provide training for employees to gain new skills and abilities, to broaden their opportunity for promotion, to engage in study and related activities designed to retain and extend the high standards of classified employees.

The District shall encourage continued and active participation in the part of all permanent employees in professional growth activities designed to improve service to the District.

7.4.2 Eligibility

All permanent employees are eligible to enter the Professional Growth Program. Any employee who is on leave of absence as a student will not be eligible to participate in the program until the employee returns to active employment, nor will future credit be granted for courses taken during that leave, as it is assumed that such effort is being made for the purpose of qualifying for a substantial advancement in position.

7.4.3 Professional Growth Committee

7.4.3.1 Composition

The committee shall consist of not more than five (5) members, composed of three (3) selected by the Association and two (2) from Management, or selected by the Superintendent.

Members of the Professional Growth Committee shall select a chairperson and a secretary annually from among themselves.

7.4.3.2 Appointment

Because of the technical nature of the committee responsibility, there shall be continuity of membership. Original appointments to this committee shall be for three (3) members two (2 years,) two (2) members one (1) year. Thereafter all appointments will be for two (2) years.

7.4.4 Function of the Committee

The Professional Growth Committee may review applications for Professional Growth that have been denied by Human Resources. The Committee may also consider applications for Professional Growth forwarded to it by Human Resources for review and input.

The committee shall make a recommendations for approval/disapproval of coursework to the Superintendent or his designee.

7.4.5 Standards for Acceptability

To be eligible to receive professional growth salary increments, the following criteria shall be met:

The form "Application for Professional Growth" shall be completed and submitted to Human Resources no later than ten (10) work days prior to the first day of the class.

All activities submitted for credit must be in those areas of professional growth which meet the needs of the District and have been reviewed in advance by the applicant's supervisor.

Only coursework initiated and completed while an employee of IUSD shall be eligible for Professional Growth.

Applications for Professional Growth shall first be reviewed and then approved or denied by Human Resources. If an application for professional growth is denied, the reason for the denial shall be noted on the application form.

Human Resources will provide a list of all processed Professional Growth applications to CSEA Chapter President on a monthly basis.

7.4.6 Coursework

Credit may be earned by taking courses at universities, colleges, community colleges, trade schools, adult education, or through an accredited on-line school.

Credit may also be earned for attendance at District approved workshops or trainings, education conferences or leadership activities.

College level coursework requires a grade of "C" or better. One (1) semester unit [fifteen (15) hours of seat time] equals one (1) unit of credit. Quarter units convert to semester units on the basis of three (3) quarter units equal two (2) semester units. For ungraded coursework, the employee must submit verification of completion for the course.

Continuing education coursework, conferences, workshops, seminars, and other such activities gain credit at the rate of one (1) unit for fifteen (15) accumulated clock hours and satisfactory verified completion.

Activities are not eligible for credit or reimbursement if the District pays any required fees for the individual employee's participation or if the employee attends during his/her working hours. If the activity is scheduled during working hours, and the employee uses vacation or compensatory time, verification from the supervisor, in writing, that attendance is not during working hours must be submitted with the Application for Professional Growth. A conference/workshop report may be required to determine credit granted.

7.4.7 Award/Increment

Nine (9) units must be earned for each increment applied for.

7.4.7.1 Professional Growth Increments shall be awarded as follows:

An annual increment of \$250.00 shall be awarded for each nine (9) points earned until a maximum of six (6) increments are earned.

Earned increments shall be effective in July and paid as part of the employee's salary, prorated for part-time employees; i.e., less than eight (8) hours per day or less than twelve (12) months annually.

A limit of one (1) increment may be earned per year, nine (9) units per year.

The annual increments are cumulative and will continue as long as the employee remains in the District.

7.5 Professional Growth Reimbursement

All proposed coursework must be work related and shall be submitted for approval by the employee to Human Resources per the guidelines in 7.4.5 on District forms prior to enrollment. The District will reimburse the employee a maximum of \$1,250.00 per fiscal year for expenses incurred. Written verification of successful completion and expense vouchers must be submitted for reimbursement within six (6) months of completion.

7.6 The District shall provide in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of the employees in the bargaining unit.

When the District organizes in-service activities on days when pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified employees shall have the option of attending those in-service activities which are applicable to their classification or by rendering regular service as directed. Should the District believe that the classified employee may benefit from the in-service, it may direct attendance at the in-service. Employees shall be paid at their regular rates for service on these days.

7.7 Contracting Out and Bargaining Unit

The District shall employ classified employees to perform duties of the classified service as required by Education Code Section 45103. Unless in the case of an emergency during the life of this contract, the District agrees that it will not contract out work which has been

customarily and routinely performed by employees. In the Maintenance and Operations Department, the parties agree to follow the procedures outlined below:

- 7.7.1 The decision chart attached and contained in Appendix D shall be part of the process used to determine whether should be contracted out.
- 7.7.2 The CSEA Chapter 517 President shall appoint a Unit Work Specialist (UWS) to consult with the Director of Maintenance and Operations or designee prior to the decision to contract work outside of the classified service. The UWS shall be familiar with the mission of the maintenance and operations department, the abilities of the classified work force, the equipment capabilities of the organization, and the availability of the classified work force.
- 7.7.3 The District shall consult with the UWS prior to contracting out either site improvement or maintenance. In the event the UWS does not agree that the work to be contracted out is consistent with the terms of this Article, such objection may be addressed by the CSEA chapter president or designee per Article 12 of the agreement.
- 7.7.4 In consulting with the District per 7.7.3, above as to the capacity of the classified service to satisfactorily complete work under consideration for the award of a contract to an outside entity, the UWS shall consider provisions in 7.7.5 below. In addition, the UWS may provide input as to whether such work may be completed during normal work hours or as overtime. Should one of the classifications required to perform the task not be able to complete the work during a regular work schedule or decline to perform the work as overtime within the time frame required to complete the task, the task may be contracted out.
- 7.7.5 Decisions about whether the work should be performed by District staff or contracted out shall be made on the basis of (1) whether the work has been customarily or routinely performed by District staff; (2) the equipment capabilities of the District; (3) the health, safety, and welfare of employees and students; and (4) whether work can be performed in a timely and efficient fashion to accommodate the mission of the schools to educate students in the best possible physical environment.

7.8 Safety

- 7.8.1 The District shall provide safe working conditions, facilities and equipment.
- 7.8.2 The District shall create a safety committee with balanced Association and District representation. The committee shall meet no less than quarterly to review the safety issues important in the District. The committee may be convened in an emergency to review matters of safety concern.

- 7.8.3 It shall be the responsibility of the employee to report to their immediate supervisor any conditions deemed unsafe. The employee may also concurrently report the issue to the safety committee.
- 7.8.4 It is the responsibility of the employee whose job requires use of tools, equipment or motor vehicles, to do so in a safe, prudent, and lawful manner.
- 7.8.5 Employees assigned to drive, use, or operate any piece of equipment may decline to use the equipment until a supervisor has determined the equipment is safe. If the supervisor subsequently deems the equipment to be safe, and the employee disagrees, he/she may report the issue to the safety committee and/or directly to the Director of Risk Management.

ARTICLE 8 - COMPENSATION AND RELATED BENEFITS

- 8.1 Effective July 1, 2023, the 2023-24 salary schedule shall be increased by 6.35%.

The increase to the salary schedule for additional or overtime hours beyond the regular assignment for unit members will commence on the pay-warrant cycle directly preceding the pay warrant on which the on-going salary increase is paid.

In addition, bargaining unit members shall receive a one-time 1% off-schedule payment based on the 2023-24 salary schedule. The one-time off-schedule payment shall be made only to those in active employment with the District on the first work day of the payroll cycle in which the pay warrant with the one-time payment is issued, and for those unit members who retired under the PERS or STRS during the 2023-24 work year.

The Noon duty Assistant classification will move from Range 3 to Range 6 on the salary schedule, effective prospectively on the first work day of the first available payroll cycle after ratification by the IUSD school board. Employees in this classification will maintain their regular step placement while on Range 3 upon moving to Range 6 for 2023-24.

- 8.2 Range/Step Placement

8.2.1 Upon employment, employees may be placed on the salary schedule no higher than step 3.

8.2.2 New employees hired between January 1 and March 1, shall receive a step advancement upon completion of probation.

8.2.3 An eligible permanent employee shall move one step on the salary schedule at the beginning of each fiscal year.

8.2.4 When an employee is reclassified, an increase in responsibility shall be recognized by increasing the individual's salary in this position by not less than five (5) percent.

8.2.5 When an employee is moved to a lower range, he/she shall be placed at that salary which is closest to and below the one he/she had been receiving in the higher range.

- 8.3 Hire Date

8.3.1 Hire date is the first day of employment in the District. This date is the basis for determining longevity pay, minus leave of absence time. The date for receiving longevity pay will be adjusted accordingly, so that it is granted after six (6) full years of service.

8.3.2 If an employee starts work on the first to the fifteenth day of a month, then the first of that month shall be considered to be his/her hire date. If an employee starts work after the fifteenth day of the month, his/her hire date shall be considered as having started the first day of the following month.

8.4 Longevity Pay

8.4.1 Effective July 1, 2023 longevity pay for classified employees will be increased by 6.35%; classified employees will be granted \$63.40 per month salary increases beginning after six (6) full years of service and continuing each year until reaching a cumulative maximum of \$634.00 per month. For part-time employees, longevity pay shall be granted and shall accumulate on a pro-rata basis.

8.5 Reclassification

8.5.1 The District shall consult before it modifies the job specifications and the classification system with a District Reclassification Committee composed of six members, with three appointed by the Association and three appointed by the District. In the event a consensus exists among the Committee members on a specific job specification and/or classification changes, those changes shall be final. In the event a consensus does not exist among the Committee on specific job specification and/or classification changes, the Assistant Superintendent of Human Resources or designee shall consider the alternatives recommended by CSEA. The District retains the right and the responsibility for making the final decision.

8.5.2 The District will agree to bring all issues of reclassification and job specification changes to the Committee prior to approval by the Governing Board. The criteria for consideration of reclassification shall be the necessity for the change, its fairness in relation to other similar positions, and the uniformity and continuity of the classification system in general.

8.5.3 When an employee is reclassified as a result of internal or external salary comparison or the gradual accumulation of duties not reflected in the job description, the placement on the schedule shall occur after reviewing with the Reclassification Committee the appropriate data.

8.5.4 The District Reclassification Committee shall be continued for the duration of the agreement.

8.5.5 The above constitutes the full and complete understanding of the parties concerning reclassifications and job specification changes and no further negotiations or consultation between the parties shall be necessary. Accordingly, the parties shall not have the right to invoke impasse procedures pursuant to Government Code section 3548, *et seq.*

ARTICLE 9 - HEALTH AND WELFARE BENEFITS

The purpose of the Benefits Management Board (BMB) is to provide a managed employee health benefits package while containing rising costs. The BMB has all rights and responsibilities in regard to the management and design of insurance benefits within the constraints of the funds available to the BMB for that purpose.

The benefits pool shall include all benefits-eligible District employees and all benefits-eligible retirees.

9.1 CSEA will participate in the IUSD Benefits Management Board, according to the following guidelines and those established in the Benefits Management Board Operational Guidelines.

9.1.1 The BMB operational guidelines shall reflect:

- 50/50 District/Employee Group representation
- Consensus decision-making model
- Super-majority vote required for any action in the event consensus cannot be reached

9.1.2 The BMB is authorized to determine the scope of insurance benefits in the following areas: Medical, Dental, Mental Health, Life, Disability, and Vision.

9.1.2.1 The BMB is authorized to determine the employee dollar contribution for those employees electing dependent coverage.

9.1.3 An annual actuarial analysis shall be completed by April 15th of each year, which shall recommend a per eligible employee/retiree contribution level to maintain the current plan design for the upcoming plan year. This recommendation shall be presented to both sides by the BMB no later than May 1st.

9.1.3.1 The analysis shall include the following elements: utilization, medical trend, experience, and IUSD plan document.

9.1.3.2 If the recommended funding level is greater than the then existing District contribution, the BMB may, between April 1st and May 1st, take action to implement or change one or more of the following:

- Plan modifications
- Unit member contributions for dependent coverage
- Unit member contributions for employee coverage

BMB, then the District shall cover one-half of the shortfall in funding and the remaining one-half shall be divided equally among active employees participating in the plan and paid for by individual payroll deductions. The payroll deduction shall be implemented no later than November 1.

- 9.2.3 In the event the parties reach agreement to amend the District's contribution for any given school year, yet have not reached agreement on all other bargaining matters, the parties agree that the tentative agreement on the amendment to District's contribution shall be implemented. Nothing in this provision shall limit or impact the District's implementation of payroll deductions as specified in Article 9.2.2.
- 9.3 Health and welfare benefits are part of the employee's total compensation and shall be available to the employee in relation to the number of years worked in the District and the number of hours worked in the employee's ongoing assignment.
 - 9.3.1 Employees hired prior to January 1, 1992, who work an on-going work assignment of twenty (20) hours or more shall qualify and be eligible for health and welfare benefits.
 - 9.3.1.1 In the event an employee hired prior to January 1, 1992, who works less than twenty (20) hours per week receives an increase in the ongoing work assignment to thirty (30) hours or more, the employee shall fall under the provisions of Article 9, Section 9.1.2. An employee hired prior to January 1, 1992, who has his or her hours reduced shall not be subject to the new insurance eligibility rules unless he or she, with the agreement of the District, voluntarily elects the hours reduction without being under pressure of the Educational Code procedures for layoff.
 - 9.3.2 Effective July 1, 2001, employees assigned to an ongoing assignment of thirty (30) hours per week or more shall receive full insurance coverage exclusive of dependent coverage.
 - 9.3.3 Employees who qualify and receive medical and/or dental insurance coverage may respectively enroll their spouse and dependent children for insurance coverage. The Benefits Management Board shall establish dependent premium payments for employees within the limits of the available funds.
 - 9.3.3.1 Such enrollment of spouse or dependent children must conform to the administrative insurance regulation of the District.
 - 9.3.3.2 Dependent coverage is available for medical and dental. No other dependent coverage insurance options are available.
 - 9.3.3.3 In the event of an administrative or voluntary change of an employee's work schedule which results in an increase or decrease of the ongoing

number of hours of work, the dependent premium payment of the employee established at the beginning of the insurance year, October 1, shall remain in effect through September 30 of the following year.

- 9.4 Permanent employees who are absent due to long-term illness and who have exhausted their accumulated paid leaves shall continue to receive insurance coverage as specified in this Section for that period of illness not to exceed twelve (12) months following exhaustion of said leave.
- 9.5 A permanent employee on District-approved unpaid leave of absence shall have the option to continue to receive employee benefits as specified in this Section for the period of the approved leave at the employee's own expense.
- 9.6 The District agrees that employees and others qualified under Federal law to have benefits continued are eligible to continue the benefits at their cost for the period of time allowed in Federal law.
- 9.7 The District shall maintain employee benefits granted by this Section for a sixty (60)-day period for employees laid off due to lack of work or lack of funding.
- 9.8 A new employee must serve sixty (60) calendar days prior to being eligible for health benefits.

ARTICLE 10 - ABSENCES AND LEAVES

10.1 General Procedures for implementing absences and leaves procedures follow.

10.1.1 It is the responsibility of each employee to report each period of absence as prescribed by the District and to complete the appropriate forms as provided by the District on the first day the employee returns to work.

10.1.2 The District must maintain an accounting of authorized time for absence or leave. Upon reasonable request of the employee, the District will provide an accounting of leave time or accumulated absence.

10.1.3 It shall be the responsibility of an employee on leave to notify Human Resources of their intention of returning from a leave of absence to regular District employment no less than ninety (90) days before he/she is scheduled to return. The employee is subject to discipline if he/she fails to provide no less than thirty (30) days' notice of return.

10.1.4 Upon returning from extended leave, if openings exist, employees will be reassigned to a position similar to that held prior to the leave. A "similar position" refers to "similar" description of duties; the hours of duty are determined by the position available regardless of the employee's hours of duty prior to leave of absence.

10.1.5 When the District has reason to suspect abuse of leave privileges, it may require additional verification and discipline as appropriate.

10.2 Sick Leave and Daily Absences

10.2.1 Each employee shall be entitled to one (1) day a month for each month worked for illness leave during the school year. Unused leave shall be carried forward to the succeeding year and shall be accumulated and may be used only for extended verified illnesses. For part-time employees, sick leave shall be accumulated on a pro-rata basis.

10.2.2 When employees are absent from their duties because of illness, and they have exhausted all available and accumulated sick leave, the employee shall be eligible for a total of 110 sick leave days (112 for twelve-month employees) inclusive of all days used. For this additional sick leave, the District will compensate the employee at not less than fifty percent (50%) of the eligible employee's regular salary, effective July 1, 1995.

10.3 Pregnancy, Childbirth, and Recovery

10.3.1 The District grants eligible employees the right to family care, medical, or Pregnancy Disability Leave (PDL) pursuant to the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or the California Fair Employment and Housing Act (FEHA).

10.4 Military Leave

10.4.1 Military leave will be granted to those eligible as stated in the Military and Veterans Code and Section of the Education Code.

10.5 Organizational Leave

10.5.1 The District will grant leave to certain officers and representatives of the Association, as determined by the Association, not to exceed a total of fifty (50) days (for all officers/representatives) per school year, to attend to organizational business when circumstances necessitate that the organizational matters must be attended during the normal working day.

10.5.2 The District agrees to provide reasonable release time for the purpose of meeting and negotiating.

10.5.3 In carrying out this procedure, the District shall not incur any costs contrary to codes regulating the expenditures of School District funds.

10.6 Bereavement Leave

10.6.1 For the death of a member of their immediate family, all employees are entitled to three (3) days leave of absence for travel in-state, four (4) days of leave for travel in-state when the travel exceeds 300miles by the most direct route from the primary residence; and five (5) days for travel out-of-state. No deduction shall be made from any leave balance of such employees for such authorized leave of absence.

10.6.2 "Member of the immediate family" as used in this section means the spouse, domestic partner, mother, father, grandmother, grandfather, son, daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law or brother-in-law, or grandchild of the employee or of the employee's spouse or registered domestic partner, or any relative living in the immediate household of the employee. A person standing in loco parentis will be considered as a member of the immediate family.

10.7 Judicial and Official Appearances

10.7.1 Employees shall be entitled to leave without loss of pay to appear in court as a witness other than as a litigant or to respond to an official order from duly authorized government agencies.

10.7.2 Any compensation received for appearance as a witness or for serving as a juror shall be given to the employer so that the total employee's compensation shall be no more than his regular compensation.

10.8 Industrial Accident or Illness Leave

10.8.1 Pursuant to the provisions of Education Code Section 45192, an employee shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted by the District as a bona fide injury or illness arising out of and in the course of employment.

10.8.2 Allowable leave for such individual accident or illness shall be for the number of days of temporary disability but not to exceed sixty (60) working days.

10.8.3 Allowable leave shall not be accumulated from year to year.

10.8.4 The leave under these rules and regulations will commence on the first day of absence.

10.8.5 When a person is absent from his duties on account of industrial accident or illness, he shall be paid such portion of the salary due him for any month in which absence occurs, as when added to his temporary disability indemnity under appropriate sections of the Labor Code will result in a payment to him of not more than his full salary.

10.8.6 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

10.8.7 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.

10.8.8 The benefits provided by these rules and regulations shall be applicable to all regular employees.

10.8.9 Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the District authorizes travel outside the state.

10.8.10 Upon termination of the industrial accident or illness leave, the employee shall be entitled to sick leave benefits as provided in Education Code Section 45195, 45196, 45199, 45200 and his/her absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, the employee may elect to take as much of his accumulated sick leave which, when added to temporary disability indemnity, will result in payment of not more than full compensation.

10.8.11 When an employee could perform alternative assignments and the doctors can set out the limitations which can be accommodated from an available assignment; the District may elect to offer those assignments to an employee whose medical condition would otherwise prevent return.

10.9 Alternate Use of Sick Leave

10.9.1 Classified employees may use a maximum of ten (10) days of allowable sick leave in cases of personal necessity during the school year. The employee shall make every effort to secure prior approval from, and provide advance notice to, the appropriate administrator.

10.9.1.1 Personal necessity leave may be used for compelling personal reasons if the need cannot be attended to at a time outside the working day. Examples of allowable uses are outlined in District Policy, and include the following:

- Deaths or accidents (for deaths of immediate family members refers to bereavement regulations of this Agreement).
- Appearance in court as a responding litigant or if the employee has a vested interest in the outcome. Whenever officers or members of the Association appear as litigants in matters concerning the District, allowable leave shall be charged against the total days allocated in Organizational Leave.
- Birth of a child (if employee is the father or grandparent to the newborn).
- Adoption of child (both parents).

10.9.1.2 Personal necessity shall not be used for:

- Vacation
- Recreation
- Personal convenience
- Concerted union activities

10.9.2 Employees may use half of their annual allocation of sick leave for the care of their child, spouse or parent (in accordance with AB 109).

- 10.9.3 Requests for alternate uses of sick leave shall be on District forms signed by the Employee. The form shall include specific reasons for both the request and for the number of days required.
- 10.9.4 Denial of alternate uses of sick leave may be appealed through the complaint procedures in District Policy 4120.
- 10.9.5 The District reserves the right to verify that the reasons for the alternate use of sick leave meet established criterion.

10.10 Other Leaves

- 10.10.1 The District may grant leaves of absence not to exceed one school year to employees for suitable activities that will lead to adoption of children, child-rearing, for reasons of health, for compelling family matters, or for District-recommended courses of study.
- 10.10.2 Whenever possible, the employee shall file written application at least sixty days prior to the effective date of such absence.

10.11 Holidays

- 10.11.1 The following holidays as designated by the District shall be granted to all members of the unit, provided that the unit member is in paid status during any portion of the workday immediately preceding or following the holiday:

Independence Day, Labor Day, Veteran's Day, Thanksgiving Recess (2), Admission's Day (during Winter Recess), Day before or after Christmas, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Jr. Day, Lincoln's Day, President's Day, Spring Recess Day, Memorial Day, and Juneteenth.

- 10.11.2 Every day appointed by the President of the United States, the Governor of the State of California or legislature (when the President, Governor or legislature indicate that in compliance with Education Code 37220(b) public schools shall close) shall also be a holiday.
- 10.11.3 When the holiday falls on a Saturday, the previous day shall be deemed to be a holiday. When the holiday falls on a Sunday, the following Monday shall be deemed to be the holiday.
- 10.11.4 Regular employees not assigned to work during the Winter recess period shall be compensated for all holidays falling within that period, provided the employee is in paid status on the day immediately preceding or following the recess period during which a holiday falls.

10.11.5 Notwithstanding the adoption of separate work schedules for the certificated and the classified services, on any school day during which pupils would otherwise have been in attendance, but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty. It is understood that the District may assign work outside of an employee's regular classification for the above days.

10.12 Vacation

10.12.1 Vacation allowance for permanent employees is accrued on a fiscal year basis (July 1 - June 30).

10.12.2 Probationary employees are not entitled to use vacation allowance during the probationary period, except when it is mandatory vacation scheduled by the District. Probationary employees who are hired after the mandatory vacation periods have occurred will be required to schedule accumulated vacation before the end of the work year.

10.12.3 A vacation with pay shall be granted to employees who continue with the District beyond the probationary period. Twelve-month employees shall earn up to twelve (12) days of vacation for the first year of service including the probationary period.

10.12.4 Refer to Appendix C.2 for current vacation allocation schedule. These figures are computed on an eight (8)-hour day.

10.12.5 Because it is anticipated that these additional days of vacation will complicate the assignment and completion of District work, the District has the right to purchase back the vacation days at the following rate:

Appendix C.1 shall be the vacation schedule in effect for the 2015-16 work year. Appendix C.2 shall be the vacation schedule in effect for the 2016-17 work year and subsequent years.

The District will purchase back the two days granted at the end of years three and six effective for the 2015-16 year, eliminating those days and the 1st Buy Back Column on Appendix C on an on-going basis.

The 1st Buy Back Column on Appendix C shall be amended as the Current Vacation Column A on a new Appendix C.2 for the 2016-17 school year; the 2nd Buy Back Column on Appendix C shall be amended as 1st Buy Back Column B on Appendix C.2 for the 2016-17 school year; and the 3rd Buy Back Column on Appendix C shall be amended as 2nd Buy Back Column C on Appendix C.2; the two days granted at the end of years ten and twelve by increasing the salary schedule by one percent (1%) effective with the beginning of the next fiscal year (see second buy back column, Appendix C);

The District will purchase back the two days granted at the end of years ten and twelve for the 2015-16 school year only, and the 2nd Buy Back Column on Appendix C shall be amended as the “Current Vacation” Column for the 2015-16 school year only on Appendix C.1; and the one day granted at the end of year fifteen by increasing the salary schedule by one percent (1%) effective with the beginning of the next fiscal year (see 3rd Buy Back Column, Appendix C).

10.12.6 It is intended that the redemption option of these vacation days be in total three percent (3%) to signify the District's recognition even in difficult financial times of the contribution of classified employees to the overall success of the District.

10.12.7 Employees shall submit their vacation requests at least thirty (30) calendar days prior to taking their vacation, unless the supervisor allows a shorter period. The supervisor of each department may specify the least disruptive time for the taking of vacation for particular classifications, but such a specification does not preclude the taking of vacation at other times. Supervisors shall respond to the vacation request in a timely manner. Supervisors shall approve the request unless it disrupts the work of the department.

10.12.7.1 Employees shall use the District’s attendance and reporting system to submit a vacation request, and when possible, notify their supervisor. Vacation request shall be submitted in hourly increments, with one hour as a minimum increment. An increment of less than one hour may be scheduled when less than one hour of vacation balance remains.

10.12.8 It is expected that employees shall expend all vacation time in the work year it is earned. When employees fail to schedule their vacation time, the District will be responsible for scheduling it during the work year in which it is earned.

10.12.9 At the time that the District calendar is established, the District and the Association shall meet to schedule any mandatory classified vacation days to facilitate any time the District Office or other facilities shall be closed for energy savings.

10.13 Unused Vacation

10.13.1 It is understood that to meet compelling operational needs, the District may, from time to time, prevent employees from using their scheduled vacation time earned during the work year. Upon that happening, the unused vacation time may be carried over for use up through December 31 of the same calendar year in which the carry-over occurs.

10.13.2 It is further understood that unusual or extenuating circumstances may cause the need to allow the employee to carry over vacation time earned during the work

year. Unused vacation time may be carried over for use through December 31 of the same calendar year in which the carry-over occurs. Such exceptions shall be mutually agreed upon by the employee and the District and, when made, shall not be considered as establishing precedent.

10.13.3 It is further understood that if an employee and supervisor mutually agree to carry over unused vacation time as outlined in 10.13.1 and 10.13.2, the employee shall submit a written schedule to the direct supervisor by September 15 identifying the dates the carry-over vacation will be used. If September 15 occurs on a weekend, it shall be observed on the next work day.

10.13.4 The District, or direct supervisor shall schedule an employee's carry-over vacation within 5 (five) work days if the employee fails to submit a written schedule as outlined in 10.13.3.

10.13.5 All banked vacation shall be used by December 31 of the year in which the carry-over occurs.

ARTICLE 11 - RETIREMENT

11.1 All employees who are working one-half time or more in a continuing classified position are required to become members of a combined program of Public Employee's Retirement System (PERS) and Old Age Survivors Disability Insurance (Social Security).

11.2 The District shall offer a unit member a recognition stipend of five thousand dollars (\$5,000) upon retirement. To receive the recognition stipend, a written notice of retirement shall be submitted by the retiree to the Director of Human Resources no less than fifteen (15) business days before the effective date of the retirement. The recognition shall be offered to a unit member who has served a minimum of fifteen (15) full time or equivalent years (last five (5) years to be consecutive) in the bargaining unit. Unit members on a 39-month re-employment list for non-industrial illnesses or injuries are eligible for this stipend if they otherwise meet the qualifications herein, and comply with the procedures in this article. Placement on a re-employment list for non-industrial illnesses or injuries during the last five (5) years of service prior to retirement shall not constitute a break in service for purposes of eligibility under this provision.

11.3 Early Retirement

11.3.1 The District shall provide medical, dental, and vision insurance as specified in Article 9 for an employee retiring after his/her 55th birthday, until meeting the minimum age eligibility of Medicare or MediCal. Said employee shall have served a minimum of ten (10) consecutive years with the District prior to retirement.

- 11.4 The District will institute a retirement plan in accordance with the final regulation of the Internal Revenue Service for those employees not currently required to participate in Social Security nor covered by a pension plan. The plan selected shall be within the control of the District. The current District selection is PARS. The District and the employee shall make matching contributions to the fund.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 Definitions

12.1.1 A "grievance" is an allegation by one or more unit members that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement.

12.1.2 A grievant is a member of the bargaining unit or the Association alleging a violation, misinterpretation or misapplication of a specific provision of this Agreement.

12.1.3 A day is defined as a day when the District office is open for business.

12.2 Informal Resolution

12.2.1 Before filing a formal grievance, the grievant will attempt to resolve the grievance by means of an informal conference with the immediate supervisor or the appropriate administrator.

12.3 Formal Resolution, Level One

12.3.1 Within thirty (30) work days after the occurrence of the act or omission giving rise to the grievance, or within thirty (30) work days of the time the grievant could reasonably have known of the act or omission, the grievant must file a formal written grievance form with both the District and the Association.

12.3.2 The immediate supervisor shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level.

12.3.3 Within the above time limits, either party may request a personal conference.

12.4 Formal Resolution, Level Two

12.4.1 In the event the grievant is not satisfied with the decision rendered at Level One, the grievant may appeal the decision on the appropriate form to the superintendent or designee within ten (10) days.

12.4.2 The Superintendent or his designee shall communicate the decision to the grievant within ten (10) days. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

12.4.3 Within the above time limits, either party may request a personal conference.

12.5 Formal Resolution, Level Three

Within the time limits for appeal to Level Four, the District and the Association may by mutual agreement elect to submit the grievance to mediation to attempt to resolve the grievance by informal agreement. If there is agreement to submit the grievance to mediation, the District shall contact the California State Conciliation Service and request that a mediator be appointed. The mediation shall be limited to a total of eight (8) hours unless the parties agree to additional time. The parties shall attempt to reduce outstanding issues, and if possible, settle the dispute. The mediator, however, shall not have the power or authority to render a decision on the issues(s) or impose a settlement on the parties. Any statements made during the mediation process (other than those already documented at Levels One and Two) shall be confidential, shall not be considered precedential in nature, and shall not be admissible in any future court, administrative proceeding, or additional step in the grievance procedure. If mediation does not satisfactorily resolve the grievance, the Association may appeal the grievance to Level Four within ten (10) days of the last mediation session

12.6 Formal Resolution, Level Four

12.6.1 If the grievant is not satisfied with the solution or no decision has been made at Level Two, or if there is no resolution at Level Three, the grievant may request the Association to submit the grievance to arbitration. If the Association decides to submit the grievance to arbitration within thirty (30) days of when the Level II decision was made, the Association and the District shall attempt to agree on an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in conducting grievance arbitration hearings. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

12.6.2 The fees and expense of the arbitrator in the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

12.6.3 The arbitrator shall, as soon as possible, hear evidence, and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

12.6.4 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based upon the evidence and arguments presented to him/her by the respective parties and upon generally accepted rules of contract construction and interpretation.

- 12.6.5 The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can clearly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of the Agreement may be utilized by the arbitrator in accordance with generally accepted rules of contract construction and application. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair or equitable.
- 12.6.6 The decision of the arbitrator within the limits herein prescribed shall be binding upon the Association, the District, and the grievant.
- 12.6.7 Any dispute arising out of or in any way connected with either the existence of or the exercise of rights of the District is not subject to the grievance provisions set forth in this Article, unless the dispute is otherwise grievable under another Article of the Agreement.

12.7 Miscellaneous Provisions

- 12.7.1 If the immediate supervisor, Superintendent or designee fails to comply with the time limits set forth, the grievant may process the grievance to the next level of the grievance procedure. The time limits referred to herein shall be applied in a reasonable manner and may be extended only by mutual agreement between the parties.
- 12.7.2 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
- 12.7.3 No reprisals of any kind shall be taken by the District or by any member or representative of the District against the Association, a grievant or person who assisted the grievant. No reprisals of any kind shall be taken by the Association or any unit member against either the grievant, the District or any unit member who may have participated directly or indirectly in the grievance procedure.
- 12.7.4 Grievants, representatives of the grievants, and witnesses shall be provided reasonable release time for the purpose of processing grievances in accordance with Section 3543.1 of the Educational Employment Relations Act.
- 12.7.5 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association so long as the adjustment is reached prior to

arbitration, the adjustment is not inconsistent with the terms and conditions of this Agreement and provided the District shall not agree to a resolution of a grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

- 12.7.6 The filing or pendency of a grievance shall not delay or change District action or programs until, if at all, the resolution of the grievance.
- 12.7.7 The grievant may be accompanied at any point in the process by an Association representative at the grievant's discretion.

ARTICLE 13 - ASSIGNMENT AND REASSIGNMENT

13.1 Definitions

13.1.1 "Transfer" means a change in the employee's worksite, from one school to another, for example, without a change in range, or a change from one step to another at the same salary range, when the employee possesses the necessary qualifications for the new position.

13.1.2 "Voluntary Transfer" is a move from one job to another without a change in salary range, at the employee's request.

13.1.3 A "Voluntary Demotion" is a move from one range to a lower range at the employee's request.

13.2 Assignment and Reassignment

13.2.1 Appointments, assignments, and reassignments are functions of Human Resources and are accomplished with the concurrent recommendation and agreement of the appropriate supervisor and/or administrator.

13.2.2 Personnel are normally assigned to a given school or department for the entire school year. However, an employee may at any time be assigned to the school or department of greatest need. Insofar as possible, consultations with employees are arranged with reference to placement and to insure the most productive working relationships.

13.2.3 Employees may be temporarily assigned the duties of a higher or lower range. When an employee is temporarily assigned to a higher range, the employee will receive an appropriate change in salary for any period of time which exceeds five days in a fifteen (15) day period. When an employee is temporarily assigned to a lower range, there will be no change in salary for the period of temporary assignment.

13.2.4 Recommendations for reassignment, or demotion to a lower range, shall be for reasonable cause, including, but not limited to, unsatisfactory performance.

13.3 Within ten (10) working days after the awareness of a position vacancy to be filled, the location level manager shall submit a Personnel Requisition to Human Resources.

13.4 Transfer Requests

- 13.4.1 Permanent employees may request a transfer. The request shall be submitted to Human Resources in writing. The employee may arrange for an appointment with the Employee Relations Representative at the time of the request to discuss the transfer and reassignment.
- 13.4.2 Employees will be given a promotional preference over new hires in the selection process when they meet the established job criteria for the position. Such promotional preference shall be in the form of an interview.
- 13.4.3 All qualified employees seeking a position as a transfer or promotion shall notify Human Resources in writing prior to the closing date of the posting and shall be considered for the position.

ARTICLE 14 - DISCIPLINE PROCEDURES

- 14.1 "Disciplinary action" includes any action whereby an employee is deprived of any classification or any incident of any classification in which he has permanence, including dismissal, suspension, demotion, or any reassignment to a lower classification, without his voluntary consent, except a layoff for lack of work or lack of funds.
- 14.1.1 Employees shall be disciplined for just cause.
- 14.1.2 Progressive Discipline: Except in circumstances of a major nature (see Article 14.2), prior to recommending a disciplinary action, an employee shall receive non-disciplinary guidance (two oral warnings, two written warnings), and a suspension before being subject to termination for minor violations of rules subject to State law or the collective bargaining agreement.
- 14.1.2.1 A summary memorandum of an oral warning shall be prepared and kept by the appropriate administrator with a copy provided the employee.
- 14.1.2.2 Upon entry of the written warning into the personnel file, memoranda of oral warnings shall be placed in the personnel file.
- 14.1.3 Non-disciplinary Guidelines (Oral or Written Warnings)
- 14.1.3.1 A summary memorandum of an oral warning shall be prepared and kept by the appropriate administrator with a copy provided the employee.
- 14.1.3.2 Upon entry of the written warning into the personnel file, all memoranda of oral warnings shall also be placed in the personnel file.
- 14.1.3.3 Unit members shall have the right of response pursuant to section 6.1.5 of the Agreement.
- 14.1.3.4 An employee has the right to challenge the validity of any warning notice by requesting a meeting with his/her supervisor, his/her supervisor's immediate supervisor (or designee) and an Association Representative within five (5) working days following issuance of the warning notice. Failure to request such a meeting shall constitute acceptance of the validity of the warning notice.
- 14.1.3.5 In the event the challenge does not produce a satisfactory outcome, the employee and Association Representative shall have right to appeal the warning to an administrator in Human Resources.
- 14.1.4 When disciplinary action is recommended, the employee shall be informed of the specific charges against him or her, be given a statement of his or her right to a

hearing on such charges, and the time within which such hearing may be requested which shall be not less than five (5) days after service of the notice to the employee. The notice shall include a card or paper which when signed constitutes a demand for hearing and a denial of all charges. The burden of proof shall remain with the District provided, however, that the Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

14.2 Procedures for Discipline - Major Nature

Misconduct of a major nature or emergency situations involving the health and welfare of students or employees shall bypass the progressive discipline procedures. In addition, a bargaining unit employee arrested and charged with the commission of a sex offense may be placed on unpaid administrative leave. If an employee who receives benefits is placed on an unpaid leave pursuant to this article, COBRA notification will be given as provided by law. Prior to implementing any disciplinary action during such leave, the employee is entitled to written notice consistent with the notice provisions of 14.1.3, and an opportunity to be heard in a conference with a supervisor. Whether or not such leave should have been with or without pay shall be decided by the Board of Education.

14.3 Grounds for Discipline

Grounds for discipline of any person employed in the classified services include, but are not limited to, the following:

- 14.3.1 Incompetency or inefficiency in the performance of duties of his/her position.
- 14.3.2 Insubordination (including, but not limited to, refusal to do assigned work).
- 14.3.3 Carelessness or negligence in the performance of duty or in the care or use of District property.
- 14.3.4 Discourteous, offensive, or abusive conduct or language toward other employees, pupils, the public, or any willful failure of good conduct tending to injure the public service.
- 14.3.5 Dishonesty.
- 14.3.6 Possession of an open container or consumption of alcoholic beverages on the job, or reporting for work while intoxicated.
- 14.3.7 Possession of, abuse, or addiction to, a controlled substance.
- 14.3.8 Engaging in political activity during assigned hours of employment.
- 14.3.9 Conviction of a sex offense.

- 14.3.10 Conviction of any crime involving moral turpitude.
- 14.3.11 Repeated or unexcused tardiness.
 - 14.3.11.1 Chronic absenteeism or abuse of leave privileges.
- 14.3.12 Falsifying any information supplied to the School District, including but not limited to information supplied on application forms, employment records, or any other School District records.
- 14.3.13 Persistent violation or refusal to obey safety rules or other regulations made applicable to public schools by the District or by any appropriate State or local governmental agency.
- 14.3.14 Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 14.3.15 Willful or persistent violation of rules and regulations of the District.
- 14.3.16 Abandonment of position.
- 14.3.17 Advocacy of overthrow of Federal, State, or local government by force, violence, or other unlawful means.
- 14.3.18 Incapacity, due to mental or physical disability (to be determined by observation of the employee at work by his/her supervisors and by a medical examination).
- 14.3.19 Possession of a weapon.

14.4 Appeal Process

- 14.4.1 An employee has the right to appeal a recommendation for disciplinary action. The District may use a hearing officer rather than the Board of Education to hear disciplinary grievances. Such appeal may be initiated by the employee by filing a written request on a form provided by the District with the Employee Relations Representative within five (5) working days of the issuance of such a recommendation.
- 14.4.2 Failure to file such a written request shall waive the right of appeal.

ARTICLE 15 - PROCEDURE FOR EMPLOYEE LAYOFF

15.1 Definitions

15.1.1 Layoff: The termination of an employee because of lack of work or a lack of funds. An employee may be laid off if:

15.1.1.1 A position is being eliminated and the employee has the least seniority in class.

15.1.1.2 The employee has been displaced following the return from leave of an employee with greater seniority.

15.1.1.3 The employee has been "bumped" or displaced by an employee whose position was eliminated.

15.1.1.4 The employee has been unable to return to duty following the exhaustion of specified periods of paid and unpaid illness or industrial accident leave.

15.1.2 Voluntary Reduction in Hours: The reduction in the number of assigned hours for a particular position because of lack of work or lack of funds. A position may be reduced if:

15.1.2.1 A position is being reduced and the employee voluntarily accepts the reduction in hours.

15.1.2.2 A position is being reduced and the position is vacant.

15.1.3 Involuntary Reduction in Hours: The reduction in the number of assigned hours for a particular position because of lack of work or lack of funds. A position may only be involuntarily reduced pursuant to Article 15.2.

15.1.4 Re-Employment Rights: Employees laid off or involuntarily reduced in hours pursuant to this Article shall have the following re-employment rights:

15.1.4.1 The right to be reinstated to the next vacant position in the classification from which the employee was laid off, ahead of any person who is not more senior on the re-employment list for the same classification, and ahead of all new applicants for vacancies in the same classification.

15.1.4.2 The right to reinstatement of hours if involuntarily reduced by the District.

15.1.4.3 The priority rights over new applicants to vacancies in equal or lower classifications for which they are qualified, subject to the superior rights of laid off employees on a re-employment list for that specific classification. When two or more unit members have equal priority rights to appointment to a vacancy, and each is qualified, then the District shall select from among those two or more unit members.

15.1.5 Re-Employment List: A list of the names of laid-off employees (e.g. termination or demotion by layoff, involuntary reduction in hours, or voluntary reduction in hours in lieu of layoff), arranged in rank order from the greatest to least seniority in the classification from which laid off, plus higher classifications

15.1.6 Bumping Rights: When actually facing layoff or involuntary reduction in hours, the right to displace an employee with less seniority in the same classification, a lower classification, or a higher classification in which the employee who is facing layoff or reduction in hours has formerly held permanent regular status.

15.1.7 Break in Service: A complete separation of a regular employment relationship with the District. A Board-approved leave of absence, either paid or unpaid, is not considered a break in service.

15.2 Procedures for Layoffs and Reduction in Hours:

The District shall send the CSEA President, or designee, a list of proposed layoffs and possible reductions in hours when identified, including those for vacant positions.

15.2.1 Pre-Action Consultation for Involuntary Reductions in Hours

15.2.1.1 CSEA shall notify the District of a desire to confer regarding involuntary reductions in hours within a period of five (5) working days. The five (5) day period shall commence from the date of CSEA's receipt of the notice of involuntary reductions. Absent notice from CSEA of a desire to confer regarding involuntary reductions in hours within the five (5) working-day period, the recommendation shall be forwarded to the Governing Board.

15.2.1.2 In the event timely notice of the desire to confer is received by the District, CSEA shall have the right to confer with the District within a period of ten (10) working days regarding involuntary reductions in hours. The ten (10) working-day period shall commence from the date of CSEA's receipt of the notice of involuntary reductions.

15.2.1.3 In the event timely notice of the desire to confer is received by the District, no recommendation to the Governing Board shall be made by Human Resources regarding an involuntary reduction in hours until

expiration of the ten (10) working-day period in 15.2.1.2, or completion of the consultation process with CSEA as set forth herein, whichever occurs first.

- 15.2.1.4 The District shall be required to consult for a maximum of two (2) sessions of up to four (4) hours in duration. The parties may schedule additional sessions, by mutual agreement. The purpose of the conferring process shall be for the parties to share information, and for the parties to reach consensus.
- 15.2.1.5 In the event consensus is reached on the involuntary reductions in hours, Human Resources shall forward the resolution to the Governing Board for approval. If necessary, notices shall then be sent to the affected employees.
- 15.2.1.6 In the event consensus is not reached, the parties shall request the intervention of the Superintendent, or designee.
- 15.2.1.7 In the event consensus is still not reached on the involuntary reductions in hours, or if consensus by either party is deemed unattainable, after the utilization of the process set forth in 15.2.1, Human Resources shall consider the alternatives recommended by CSEA, if any, prior to forwarding a recommendation to the Governing Board for approval. Notices shall then be sent to the affected employees.

15.2.2 Notice of Layoff or Reduction in Hours

- 15.2.2.1 By March 15, the District shall provide notice of layoff to employees in accordance with the applicable sections of Education Code 45117.
- 15.2.2.2 When classified positions must be eliminated as a result of the expiration of a specially funded program, the District will give employees no less than sixty (60) calendar days notice prior to the effective date of their layoff or involuntary reduction in hours. Such notice shall inform the employee of his/her displacement rights, if any, and re-employment rights.
- 15.2.2.3 Voluntary reductions in hours may take effect immediately upon execution of a signed voluntary reduction in hours form, pursuant to 15.2.7.

15.2.3 Seniority as the Criterion for Layoff and Involuntary Reduction in Hours

- 15.2.3.1 Length of service (seniority) shall be the only criterion used to effect layoffs and involuntary reductions in hours. Length of service means

the first date of employment within the classification, plus higher classifications. See 15.2.4.4 for employees with equal seniority.

15.2.3.2 Time on the approved paid leaves of absence shall be counted toward seniority.

15.2.3.3 Time served prior to a break in service shall not be counted toward seniority, with the following exception: a break in service is disregarded and seniority credit for prior service is granted if an employee is reinstated, re-employed in regular status, or appointed to a regular position within thirty-nine (39) months after layoff or sixty-three (63) months for involuntary or voluntary (in lieu of layoff) reduction in hours while his/her name is on a re-employment list.

15.2.3.4 Time served as a substitute or limited term employee prior to regular appointment shall not count towards seniority in class.

15.2.4 Order of Layoff and Involuntary Reductions in Hours

15.2.4.1 Layoffs and involuntary reductions in hours shall occur in inverse order of seniority by job classification. Employees who have been employed the shortest time in the classification, plus higher classifications, shall be laid off or involuntarily reduced first.

15.2.4.2 No permanent or probationary classified employee shall be laid off or involuntary or voluntarily (in lieu of layoff) reduced from any position while employees serving under emergency, provisional, limited-term substitute status are retained in positions of the same class.

15.2.4.3 A limited-term or substitute employee may be separated at the completion of the assignment without regard to the procedures set forth in this policy.

15.2.4.4 In the event of a question of equal seniority, where two or more employees have the same date of hire, layoff, involuntary reductions in hours, and re-employment shall be determined by the last four digits of the employees' Social Security number, with the lowest number having the least amount of seniority, and the highest number having the most amount of seniority.

15.2.5 Rights of Employees Upon Layoff, Involuntary Reductions in Hours, and Voluntary Reductions (in lieu of layoff).

15.2.5.1 A re-employment list for each classification subject to layoffs and Involuntary Reductions in Hours will be established and maintained for

at least thirty-nine (39) months, or until exhausted, whichever is sooner. Employees who take voluntary reductions in lieu of layoff shall receive an additional twenty-four (24) months of reemployment rights. (Education Code Section 45298)

- 15.2.5.2 The names of employees who are laid off or involuntarily reduced will be placed on the re-employment list in accordance with length of service in the classification, including higher classifications.
- 15.2.5.3 Persons on a re-employment list will be reemployed over all other candidates for a position vacancy in the reverse order of layoff pursuant to Education Code section 45308. However, because voluntary reductions in hours are not initiated based on seniority in a position, but rather, are specific to a particular position held by an individual person, the following applies: for a period of sixty-three (63) months, individuals who have accepted a voluntary reduction in hours shall have their hours restored to them prior to the increase or addition of hours to any other position in that classification at that work site; and, seniority shall determine the order of restoration of hours when multiple individuals accepted voluntary reduction in hours at that site and in that classification, unless it can be reasonably determined that the hours are being restored to the specific position/individual who was reduced rather than a class of positions in general.
- 15.2.5.4 Employees on re-employment lists shall be eligible to compete for vacancies for which they can qualify and shall be considered as promotional applicants, as provided for in the rules of the District.
- 15.2.5.5 An employee who meets the qualifications may elect retirement under the Public Employees Retirement System and shall be placed on an appropriate re-employment list. If an employee subsequently accepts, in writing, an appropriate vacant position within the period of thirty-nine (39) months, the District shall maintain the position until PERS has processed the request for reinstatement from retirement.
- 15.2.5.6 Employees entitled to "bump" are only eligible for positions with the same or fewer hours.

15.2.6 Demotions in Lieu of Layoff or Involuntary Reduction in Hours:

- 15.2.6.1 In lieu of being laid off or involuntarily reduced, an employee may elect demotion to a classification with a lower salary status in which he/she had previously served under permanent status and for which he/she is still qualified, provided that the employee has more seniority in the classification than the incumbent employee. He/She shall be

allowed to bump the employee with the least seniority in the lower classification.

- 15.2.6.2 To be considered for demotion in lieu of layoff or involuntary reduction in hours, an employee must notify the District in writing of such election not later than five (5) working days after receiving layoff notice and rights to demotion. The employee shall be notified of this deadline in advance.
- 15.2.6.3 Any employee demoted pursuant to this rule shall be placed on the step of the salary range of the classification to which he/she is demoted which is closest to, but not greater than, his/her present salary.
- 15.2.6.4 An employee displaced pursuant to this rule shall have the same rights as persons laid off for lack of work or lack of funds.

15.2.7 Voluntary Reductions in Hours

- 15.2.7.1 A list of possible voluntary reductions in hours will be sent to the CSEA Chapter President or designee pursuant to 15.2 as soon as practicable. The District will forward any employee-initiated requests for voluntary reduction in hours for personal reasons to the CSEA Chapter President.
- 15.2.7.2 The District may seek voluntary reductions in hours from bargaining unit members, typically through direct communication between administration and the employee. The CSEA Chapter President shall be notified in advance that this direct communication will take place. An employee may decline or accept a voluntary reduction in hours at that time. When said discussions occur, the administrator shall contact the Director of Human Resources of the need for potential reductions, who will advise the CSEA President accordingly.
- 15.2.7.3 Employees must submit a signed voluntary reduction in hours form in order to voluntarily accept the reduction in hours (not required for vacant positions). The form shall state in conspicuous language that the employee is not required to accept a voluntary reduction in hours, and that the employee may decline to accept the voluntary reduction in hours. In the event the employee declines to accept the voluntary reduction in hours, the process for Involuntary Reductions in Hours shall be followed.
- 15.2.7.4 The District agrees to confer in good faith with CSEA prior to the implementation of a voluntary reduction in hours.

15.2.7.5 After the District has conferred with CSEA, the voluntary reductions may be implemented.

15.3 Duration of Re-Employment Rights

15.3.1 An employee laid off because of lack of work or lack of funds shall be eligible for reemployment for a period of thirty-nine (39) months. An employee who takes a voluntary demotion (i.e. displaces a less senior employee in a lower classification) or a voluntary reduction in assigned time in lieu of layoff or to remain in his or her present position, shall be eligible for reemployment for an additional period of up to twenty-four (24) months (i.e. total of sixty-three (63) total months of reemployment rights).

15.3.1.1 If an employee exercises the re-employment rights defined by section 15.1.4.3 and fails to complete the probationary period in the new classification, he or she shall be returned to the reemployment list for the remainder of the thirty-nine (39) month period. The remaining time period shall be calculated as the time remaining in the thirty-nine (39) month period as of the date of re-employment.

15.3.2 As vacancies become available, employees who, at the time of layoff or involuntary reduction of hours, took voluntary demotions or voluntary reductions in hours shall be returned to a position in their former classification or to a position with increased hours for a period of sixty-three (63) months from the effective date of layoff or reduction. Such employees shall be ranked in accordance with their seniority on the re-employment list.

15.3.3 When a vacancy occurs in a class for which a re-employment list has been established, the senior employee will be notified and given an opportunity to accept the vacancy. The employee may decline the offer of employment and retain his position on the list. The offer will then be made to the next person on the list. An employee who has been so affected is eligible for rehire in a position of the same, fewer, or additional hours as set forth in 15.3.4 and 15.3.3.2.1 below, as held at the time of the job action.

15.3.3.1 An employee may refuse the first offer of re-employment and will receive a second offer of re-employment should another vacancy occur in the class for which a re-employment list has been established.

15.3.3.2 In the event of a vacancy in the classification for which employees are on a reemployment list who worked fewer hours per day at the time of layoff than the hours of the available position, the following shall apply:

- 15.3.3.2.1 The most senior employee on the reemployment list who previously worked a number of hours within two and one-half (2.5) hours per week shall be offered the position.
- 15.3.4 An employee who is on a re-employment list under this article, may be employed as a substitute or limited-term employee in this original classification or any other classification for which he/she is qualified, and such employment shall in no manner jeopardize or otherwise affect his/her status or eligibility for re-employment.
- 15.3.5 A permanent employee who is subsequently re-employed within thirty-nine (39) months shall have all rights and privileges restored. A probationary employee shall continue to serve out the remainder of the probation period and shall also have all rights and privileges restored. No seniority credit shall be earned during periods of separation from the District.
- 15.3.6 An employee may request and challenge his/her seniority date that places him/her on the seniority list by making objections known in writing to the administrator in Human Resources who shall review the objections and conduct an audit and make the results known to the Association and the employee prior to the effective date of any layoff or involuntary reduction involving the employee. If no such objection is received prior to layoff or involuntary reduction in hours, the employee is considered to have confirmed his/her seniority date.
- 15.3.7 Laid off and involuntarily reduced employees are responsible for maintaining a current address and phone number with Human Resources.
- 15.4 Sole Remedy
- If it is determined that an employee has been improperly laid off or reduced in hours and would have been otherwise entitled to employment, the employee shall be re-employed or the hours reinstated immediately upon discovery of the error. Seniority, step placement, vacation and sick leave hours shall be reinstated as if there were no interruption or change in service.
- 15.5 The above constitutes the full and complete understanding of the parties concerning the decision to layoff and effects of layoff, and for the decision to voluntarily or involuntarily reduce hours, and the effects of such reductions. No further negotiations or consultation between the parties shall be necessary.
- 15.6 Human Resources will maintain an updated seniority list of employees by class, a copy of which shall be provided to the Association on request.

ARTICLE 16 - CONCERTED ACTIVITIES

- 16.1 Apart from, and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its members, or agents, or representatives, or the employees, or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, sympathy strike, or other work stoppage of any nature whatsoever during the life of this Agreement, for disputes concerning matters not mentioned in this Agreement, for disputes contending that the District has committed unfair employment practices, under EERA, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown, sympathy strike or work stoppage or threat thereof, the Association and its officers will do everything reasonable within their power to end or avert the same. The District will not lock out the employees covered by this Agreement during the life of this Agreement.
- 16.2 Upon the Association's violation of Section 1, and in addition to the District's rights to judicial relief in the form of injunctions and damages, the District may terminate this Agreement upon written notice to the Association to such effect, following which the District shall have the right unilaterally to effectuate, without prior notification or discussion with the Association, such change in wages, hours, and terms and conditions of employment of employees covered hereby as are, in the sole judgment of the District, necessary and proper in order to restore and maintain efficient operation of the school system.
- 16.3 Any employee authorizing, engaging in encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing, sympathy strike, work stoppage, or other concerted interference in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to discipline up to and including termination. The District reserves the right selectively to discipline employees hereunder.
- 16.4 In the event that the Association, its members, agents, representatives, employees or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of this Agreement, the Association (and the employees) shall be deemed to have waived the right to process the grievance or dispute through the grievance provisions and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

ARTICLE 17 - SUPPORT OF AGREEMENT

It is agreed that the Association and the District will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

ARTICLE 18 - SAVINGS PROVISION

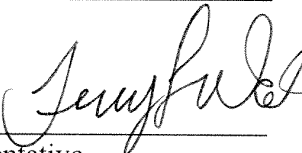
If any provisions of this Agreement are held to be contrary to law by a court of appropriate jurisdiction, such provisions shall not be deemed valid and existing except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 19 - COMPLETION OF MEET AND NEGOTIATION

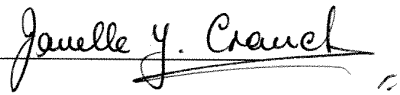
- 19.1 This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing agreement between the parties hereto and supersedes all prior agreements and understandings, oral or written, express or implied, or practices, between the District and the Association or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

- 19.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred specifically to or covered by this Agreement, including but by no means limited to, any subject or matter which under this Agreement is within the right of the District to decide, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

September 22, 2009
Date

Terry Walker 
District Representative
IRVINE UNIFIED SCHOOL DISTRICT
Employer

September 23, 2009
Date

Janelle Y. Cranch 
Association President
CSEA - CHAPTER 517
Association

Side Letters

New Employee Orientation

The Association appointed representative to the District's Career Development Council in consultation with the District shall develop a packet of material and system for orienting new employees.

Cooperative Decision Making

The District and the Association agree to examine together cooperative models for decision making to avoid destructive conflict which poorly managed traditional collective bargaining models can cause.

Supervision Responsibilities of Instructional Assistants

In the matter of the responsibility of Instructional Assistants for performing "noon duty," the Irvine Unified School District and the California School Employees Association, Chapter 517 have reached the following agreement:

1. Supervision responsibilities have been added appropriately to the job description of the Instructional Assistant classification in accordance with Article 4.1.
2. For Instructional Assistants hired after January 1, 1992, the supervision responsibilities will be paid at the regular hourly rates for the Instructional Assistant classification.
3. For Instructional Assistants hired prior to January 1, 1992, the rate of pay for hours assigned as "noon duty" will continue to be paid at the rate of \$10.00 per hour until such time as the Instructional Assistant's individual rate of pay for duty as an Instructional Assistant meets or exceeds \$10.00 per hour.
4. The District shall retain the right to employ personnel for Noon Duty only and these individuals shall not be part of the bargaining unit. The District retains the right to establish the rate of pay for such service.

**Side Letter of Agreement on Drug and Alcohol Testing
Between the Irvine Unified School District
and the California School Employees Association Chapter 517**

The parties agree that unit members who are confirmed to be positive for alcohol or illegal drugs as set out below will be recommended for termination to the Board of Education. Neither the District nor CSEA support the retention of school employees in safety sensitive positions who demonstrate with their behaviors that they have a drug or alcohol problem. The District agrees to allow any unit member who self identifies as having a drug or alcohol problem prior to being identified to take a required drug and alcohol test to utilize existing leave provisions to assist them in correcting the problem.

Because the District contracts with Ryder for transportation services and Ryder maintains a program in compliance with the requirements of 49 C.F.R. 382, the District will utilize the existing program of drug and alcohol testing established by Ryder. The District and CSEA believe that only seven special education drivers are subject to the current requirement for drug testing. Five of those drivers, because of their substitute status with Ryder, are currently subject to Ryder's testing program. The other two drivers will become substitutes for Ryder making them eligible for the Ryder testing program. Should the District employ new bus drivers subject to the requirements of Federal Drug Testing Laws, the employees shall be required to become substitutes for Ryder and become a part of the Ryder testing program. Should any of our employees be terminated by Ryder for failure to comply with Ryder's Drug and Alcohol Testing Program, the District will discipline those employees as set out above.

The District agrees to bargain the effects of any modification in the Ryder testing program with CSEA upon demand. In the event that the transportation contract with Ryder is modified or terminated, the District agrees to bargain with CSEA the effects of any alcohol and drug testing program established to comply with 49 C.F.R. 382 or any other applicable State or Federal Drug Testing laws.

Date: February 8, 1996

APPENDIX A

DUES STRUCTURE

Members Dues - CSEA
State and Local

<u>Annual Salary</u>	<u>Annual Dues Rate</u>	<u>(Annual Dues Range)</u>
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Effective July 1, 1991:

\$ 0 - \$17,999	1.5 % of Annual Salary	(\$255.00 - \$269.99)
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Local Chapter Dues: \$1.00 per month or \$10.00 per year

Effective July 1, 1992:

\$18,000 - \$18,999	1.5% of Annual Salary	(\$270.00 - \$284.99)
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\$19,000 and over	\$285.00	
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Local Chapter Dues: \$1.00 per month or \$10.00 per year

Effective July 1, 2005:

Local Chapter Dues: \$2.00 per month or \$20.00 per year

NEW LANGUAGE:

Effective October 1, 2017 new dues structure for all unit members

Change in CAP for State Association dues voted on at 2017 CSEA conference.

State Association dues: 1.5% of the first \$3,150 of monthly gross salary (exclusive of overtime but including longevity, professional growth and anniversary increments) but shall not exceed a maximum of \$472.50 annually.

Local Chapter Dues: \$2.00 per month or \$20.00 per year (no change)

Gwendolyn
For the District
March 25, 2020
Date

Janelle Y. Cranch
For the Association
March 25, 2020
Date

Shey
For the Association
3/25/2020
Date

APPENDIX B

IRVINE UNIFIED SCHOOL DISTRICT CLASSIFIED SCHEDULE 2023-2024 6.36% eff. 7/1/23

STEPS RANGE	MONTHLY						HOURLY					
	1	2	3	4	5	6	1	2	3	4	5	6
1	2,575	2,690	2,810	2,937	3,070	3,208	15.327	16.012	16.726	17.482	18.274	19.095
2	2,639	2,759	2,882	3,012	3,148	3,290	16.708	16.423	17.155	17.929	18.738	19.583
3	2,705	2,828	2,954	3,087	3,226	3,371	16.101	16.833	17.583	18.375	19.202	20.065
4	2,773	2,897	3,029	3,163	3,306	3,456	16.506	17.244	18.030	18.827	19.679	20.571
5	2,842	2,971	3,105	3,245	3,391	3,543	16.917	17.685	18.482	19.315	20.185	21.089
6	2,914	3,045	3,182	3,326	3,476	3,633	17.345	18.125	18.940	19.798	20.690	21.625
7	2,986	3,121	3,261	3,407	3,561	3,720	17.774	18.577	19.411	20.280	21.196	22.143
8	3,061	3,198	3,342	3,493	3,649	3,814	18.220	19.036	19.893	20.792	21.720	22.702
9	3,138	3,280	3,427	3,581	3,742	3,910	18.679	19.524	20.399	21.315	22.274	23.274
10	3,217	3,362	3,513	3,672	3,838	4,010	19.149	20.012	20.911	21.857	22.845	23.869
11	3,297	3,446	3,602	3,764	3,933	4,110	19.625	20.512	21.440	22.405	23.411	24.464
12	3,381	3,532	3,690	3,857	4,030	4,211	20.125	21.024	21.964	22.958	23.988	25.065
13	3,464	3,619	3,783	3,953	4,130	4,316	20.619	21.542	22.518	23.530	24.583	25.690
14	3,551	3,710	3,878	4,053	4,235	4,425	21.137	22.083	23.083	24.125	25.208	26.339
15	3,641	3,804	3,975	4,154	4,340	4,536	21.673	22.643	23.661	24.726	25.833	27.000
16	3,732	3,899	4,074	4,259	4,450	4,651	22.214	23.208	24.250	25.351	26.488	27.685
17	3,824	3,996	4,176	4,365	4,561	4,766	22.762	23.786	24.857	25.982	27.149	28.369
18	3,920	4,096	4,280	4,474	4,675	4,884	23.333	24.381	25.476	26.631	27.827	29.071
19	4,019	4,200	4,389	4,587	4,793	5,009	23.923	25.000	26.125	27.304	28.530	29.815
20	4,120	4,305	4,500	4,701	4,912	5,134	24.524	25.625	26.786	27.982	29.238	30.560
21	4,224	4,414	4,612	4,819	5,036	5,262	25.143	26.274	27.452	28.685	29.976	31.321
22	4,330	4,524	4,727	4,939	5,162	5,394	25.774	26.929	28.137	29.399	30.726	32.107
23	4,439	4,637	4,846	5,064	5,292	5,530	26.423	27.601	28.845	30.143	31.500	32.917
24	4,550	4,755	4,968	5,192	5,425	5,670	27.083	28.304	29.571	30.905	32.292	33.750
25	4,663	4,873	5,092	5,322	5,561	5,811	27.756	29.006	30.310	31.679	33.101	34.589
26	4,781	4,996	5,220	5,455	5,701	5,957	28.458	29.738	31.071	32.470	33.935	35.458
27	4,899	5,119	5,350	5,591	5,842	6,105	29.161	30.470	31.845	33.280	34.774	36.339
28	5,022	5,249	5,485	5,732	5,990	6,259	29.893	31.244	32.649	34.119	35.655	37.256
29	5,148	5,380	5,623	5,875	6,138	6,414	30.643	32.024	33.470	34.970	36.536	38.179
30	5,277	5,514	5,762	6,021	6,292	6,575	31.411	32.821	34.298	35.839	37.452	39.137
31	5,409	5,651	5,906	6,171	6,448	6,739	32.196	33.637	35.155	36.732	38.381	40.113
32	5,543	5,794	6,053	6,326	6,610	6,908	32.994	34.488	36.030	37.655	39.345	41.119
33	5,681	5,937	6,203	6,483	6,775	7,079	33.815	35.339	36.923	38.589	40.327	42.137
34	5,824	6,086	6,359	6,645	6,944	7,256	34.667	36.226	37.851	39.554	41.333	43.190
35	5,970	6,237	6,518	6,811	7,117	7,437	35.536	37.125	38.798	40.542	42.363	44.268
36	6,118	6,394	6,682	6,981	7,296	7,626	36.417	38.060	39.774	41.554	43.429	45.393
37	6,271	6,553	6,849	7,156	7,480	7,816	37.327	39.006	40.768	42.595	44.524	46.524
38	6,428	6,717	7,019	7,335	7,664	8,009	38.262	39.982	41.780	43.661	45.619	47.673
39	6,588	6,885	7,195	7,518	7,856	8,210	39.214	40.982	42.827	44.750	46.762	48.869
40	6,753	7,058	7,375	7,706	8,053	8,415	40.196	42.012	43.899	45.869	47.935	50.089
41	6,921	7,232	7,557	7,898	8,253	8,624	41.196	43.048	44.982	47.012	49.125	51.333
42	7,095	7,415	7,748	8,097	8,461	8,842	42.232	44.137	46.119	48.196	50.363	52.631
43	7,272	7,600	7,942	8,299	8,672	9,062	43.286	45.238	47.274	49.399	51.619	53.940
44	7,453	7,789	8,140	8,506	8,890	9,289	44.363	46.363	48.452	50.631	52.917	55.292
45	7,640	7,983	8,341	8,717	9,109	9,520	45.476	47.518	49.649	51.887	54.220	56.667
46	7,831	8,183	8,550	8,935	9,337	9,756	46.613	48.708	50.893	53.185	55.577	58.071
47	8,025	8,388	8,764	9,159	9,570	10,002	47.768	49.929	52.167	54.518	56.964	59.536
48	8,226	8,597	8,985	9,388	9,810	10,252	48.964	51.173	53.482	55.881	58.393	61.024
49	8,433	8,812	9,208	9,623	10,055	10,507	50.196	52.452	54.810	57.280	59.851	62.542
50	8,644	9,032	9,439	9,864	10,307	10,772	51.452	53.762	56.185	58.714	61.351	64.119
51	8,860	9,259	9,675	10,111	10,566	11,040	52.738	55.113	57.589	60.185	62.893	65.714
52	9,081	9,490	9,917	10,365	10,830	11,318	54.054	56.488	59.030	61.696	64.464	67.369

*1% one-time off-schedule payment for those in active employment with the District on the first work day of the payroll cycle in which the pay warrant with the one-time payment is issued, and for those unit members that retired under PERS and STRS during the 2023/24 work year.



Longevity: \$63.40 per month beginning after six full years as a classified employee and continuing each year until reaching ten increments, cumulative maximum of \$634.00 per month based on full time equivalent - prorated for part-time employees

Classified Roster with Range Designations

ACCOUNTING/FISCAL SERVICES

- 27 Technician:
 - Accounting
 - Buyer
 - Payroll
 - School Site Accounting
- 34 Technician Lead Payroll
- 40 Analyst: Financial
- 40 Specialist: Purchasing Contracts
- 50 Analyst II: Financial-Construction

CLERICAL/SECRETARIAL SERVICES

- 11 Health Assistant
- 11 Office Assistant I
- 15 Office Assistant II
- 17 Office Assistant III
- 19 Office Assistant IV
- 20 Secretary I
- 23 Office Technician
- 23 Technician: Student Records
- 27 Administrative Assistant I
- 27 Technician: Human Resources
- 32 Administrative Assistant II
- 37 Administrative Assistant to Asst Sup: Tech

INFORMATION SERVICES

- 29 Specialist III:
 - Software Application Support
 - Technology Support
- 32 Specialist III: Technology Support 9-12
- 37 Specialist I:
 - Network
 - Systems Administrator
- 37 Specialist IV:
 - Software Application Support
 - Technology Support
- 37 Web/Digital Media Developer
- 40 Analyst: Information Technology
- 45 Analyst I: Programmer
- 45 Specialist II: Network
 - Network
 - Systems Administrator
- 50 Analyst II:
 - Information Services
 - IT State Reporting
 - Programmer
- 50 Specialist III:
 - Network
 - Systems Administrator
- 52 Analyst III:
 - Dev Ops
 - Programmer
- 52 Specialist IV:
 - Network
 - Systems Administrator

GUIDANCE

- 11 Preven & Intervene Paraprofessional: Elementary
- 21 Preven & Intervene Paraprofessional: Secondary
- 26 Technician: College and Career

INSTRUCTIONAL ASSISTANT SERVICES

- 9 Instructional Assistant
 - Music
 - Preschool
 - Title I
- 11 Instructional Assistant: Resource
- 13 Instructional Assistant: Special Ed
- 13 Instructional Assistant: Special Ed 1:1
- 19 Instructional Assistant-Behavior Intervention
- 21 Braille Transcriber
- 21 Early Childhood Preschool Teacher
- 21 Interpreter for Deaf and Hard of Hearing
- 25 Lead Instructional Assistant-Behavioral Intervention
- 26 Early Childhood Parenting Edu
- 28 Certified Occupational Therapy Assistant (COTA)
- 28 Speech and Language Pathology Assistant

NUTRITION SERVICES

- 8 Nutrition Service I
- 11 Nutrition Service II
- 14 Lead Nutrition Services
- 14 Lead Nutrition Services: Elementary
- 17 Lead Nutrition Services: Secondary
- 17 Lead Nutrition Services II: Central Kitchen
- 17 Lead Nutrition Services II: Central Kitchen Roving
- 20 Lead Nutrition Services III: Central Kitchen

SCHOOLSITE TECHNICAL SUPPORT

- 15 Technician I: Library/Media
- 19 Technician II: Library/Media
- 19 Technician: Student Data
- 22 Technician: Computer Lab
- 27 Technician: Theater Operations

OTHER SCHOOL SUPPORT

- 6 Noon Duty Assistant
- 10 Campus Safety Assistant
- 13 Job Coach
- 14 Campus Control Assistant K-8
- 14 Campus Control Assistant 7-8
- 15 P.E. Paraprofessional
- 16 Campus Control Assistant 9-12
- 20 Specialist Community Liaison/Language Support
(Chinese, Farsi, Korean, Japanese, Spanish)
- 20 Licensed Vocational Nurse
- 21 Paraprofessional I: Career Guidance
- 26 Paraprofessional II: Career Guidance
- 26 Specialist: Early Childhood Education
- 26 Technician: Security
- 28 Early Childhood Edu Program Assistant
- 28 Athletic Trainer
- 34 Foreman I: Safety/Security
- 48 Specialist: Elementary Resource Counseling
- 48 Specialist: Mental Health/School Wellness



Classified Roster with Range Designations

OTHER SUPPORT

- 27 Communications Assistant
- 40 Analyst: Special Education
- 50 Analyst II: Human Resources

SPECIALISTS

- 30 Specialist: Maintenance and Materials
- 32 Specialist:
 - Attendance
 - Accounting
 - Communication
 - Fiscal Services
 - Human Resources
 - Information Technology Contracts
 - Insurance
 - Nutrition Service
 - Purchasing
 - Student Information Systems-Lang Dev
 - Student Information Systems-Special Ed
 - Student Information Systems-Student Services
 - Workers Comp/Benefits
- 37 Specialist II: Communication
- 40 Specialist I: Data & Assessment
- 40 Specialist II:
 - Information Technology Contracts
 - Human Resources
- 43 Specialist: Early Childhood Grants/Programs
- 45 Specialist II:
 - Data & Assessment
 - Systems Administrator
- 48 Specialist: Educationally Related Mental Health

CONSTRUCTION SERVICES/FACILITIES PLAN

- 27 Technician: Facilities Support
- 29 Technician: Construction Services
- 32 Technician: Facilities Planning
- 32 Specialist: Construction Services
- 40 Facilities Project Accountant
- 48 Facilities Planner
- 52 Building Inspector - Class I

CUSTODIAL

- 18 Custodian II (Day)
- 19 Custodian II Night/Weekend
- 21 Custodian III
 - Utility
- 21 PE Equipment Custodian
- 23 Lead Custodian: Elementary
- 25 Lead Custodian:
 - High School-Night
 - Middle School/K-8
- 26 Technician: Security - Weekend
- 30 Technician: Lead Custodian
- 40 Foreman II: Custodial

GROUNDS

- 20 Grounds Maintenance
- 22 Grounds Maintenance: High School
- 27 Technician:
 - Equipment Operations
 - Irrigation
- 27 Sustainability Spray Applicator
- 30 Lead Grounds Maintenance
- 33 Technician: Senior Lead Grounds
- 40 Foreman II: Grounds

MAINTENANCE

- 27 Maintenance Technician III
 - General Maintenance
 - Instrument Repair
- 30 Maintenance Technician IV
 - Electrician
 - General Maintenance
 - HVAC
 - Plumber
 - Utility
 - Vehicle/Equipment Repair
- 35 Maintenance Technician V
 - Carpenter
 - Electrician
 - General Maintenance
 - HVAC
 - Locksmith
 - HVAC Repair/Nutrition Services
 - Painter
 - Plumber
 - Vehicle/Equipment Repair
 - Welder
- 38 Maintenance Technician VI
 - Carpenter
 - Electrician
 - General Maintenance
 - HVAC Controls Specialist
 - HVAC/Nutrition Services
 - Locksmith
 - Painter
 - Plumber
 - Vehicle/Equipment Repair
 - Welder
- 40 Head Maintenance Tech: Building Systems Specialist
- 40 Foreman II
 - Electrical/Communication
 - HVAC
 - Locksmith
 - Painter
 - Plumber
 - Structural Maintenance
- 42 Foreman III:
 - Structural Maintenance
 - Vehicle/Equipment Repair



Classified Roster with Range Designations

PUBLICATIONS SERVICES

- 17 Bindery Asst
- 29 Lead Press Operator
- 29 Technician II: Publication Services
- 34 Foreman I: Publication Services

TRANSPORTATION SERVICES

- 22 Bus Driver/Router
- 22 Office Assistant/Bus Driver
- 24 Dispatcher/Scheduler I
- 25 Dispatcher/Scheduler II
- 40 Foreman II: Transportation

WAREHOUSE/DELIVERY SERVICES

- 21 Warehouse /Delivery Driver
- 27 Technician: Lead Warehouse
- 34 Foreman I: Warehouse
- 40 Foreman II: Warehouse

rev. 7/14/23



Tentative Agreement
between the
Irvine Unified School District
and
California School Employees Association
and its Irvine Chapter 517

ARTICLE 8 - COMPENSATION AND RELATED BENEFITS

8.1 ~~Effective July 1, 2020, the 2019-20 Salary Schedule shall be the Salary Schedule for 2020-21.~~ **Effective July 1, 2021, the 2020-21 salary schedule shall be increased by 2.9%.**

In addition, bargaining unit members shall receive a one-time ~~1.27%~~ **1.45%** off-schedule payment based on the ~~2020-21~~ **2021-22** salary schedule. This will be paid on the ~~June 10, 21~~ **March 10, 2022** pay warrant. The payment shall be made to those in active employment with the District on ~~June 1, 2021~~ **February 1, 2022** and for those unit members who retired under PERS or STRS during the ~~2020-21~~ **2021-22** work year.

The increase in pay for additional or overtime hours beyond the regular assignment for unit members will commence on January 1, 2022.

8.4 Longevity Pay

8.4.1 Effective ~~July 1, 2019;~~ **July 1, 2021** classified employees will be granted ~~\$53.15~~ **\$54.69** per month salary increases beginning after six (6) full years of service and continuing each year until reaching a cumulative maximum of ~~\$534.50~~ **\$546.90** per month, **an increase of 2.9%**. For part-time employees, longevity pay shall be granted and shall accumulate on a pro-rata basis.

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ARTICLE 9 - HEALTH AND WELFARE BENEFITS

9.2 The District's contribution for health benefits shall be ~~\$44,015~~ **\$11,600** per eligible unit member per benefit year unless modified through the provisions of Article 9.2.2. The District's contribution for health benefits shall be subject to annual negotiation.

In addition, the District shall make a one-time contribution of CSEA's proportional share of three million dollars (\$3,000,000) to the reserve fund of the Benefit Management Board for the 2021-22 school year, which is equivalent to 1% in total compensation.

2/24/22

ARTICLE 10 – LEAVES AND ABSENCES

10.3 Maternity Leave Pregnancy, Childbirth, and Recovery

10.3.1 Maternity leave will be provided in accordance with State law including the use of accumulated sick days. Normal pregnancy shall not be considered a disability and will not invoke disability leave provisions.

The District grants eligible employees the right to family care, medical, or Pregnancy Disability Leave (PDL) pursuant to the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or the California Fair Employment and Housing Act (FEHA).

10.6 Bereavement Leave

10.6.2 “Member of immediate family” as used in this section means the **spouse, domestic partner,** mother, father, grandmother, grandfather, son, daughter, brother, sister, son-in-law, daughter-in-law, sister -in-law, or brother in-law, or grandchild of the employee or of the employee’s spouse or registered domestic partner. A person standing in loco parentis will be considered as a member of the immediate family.

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ARTICLE 11 - RETIREMENT

- 11.1 All employees who are working one-half time or more in a continuing classified position are required to become members of a combined program of Public Employee's Retirement System (PERS) and Old Age Survivors Disability Insurance (Social Security).
- ~~11.2 Each classified employee who is a member of PERS shall sign a "Report of Status Change or Separation" form with the Payroll Department upon termination.~~
- ~~11.3.2~~ **The District shall offer a unit member upon retirement a recognition stipend of five thousand dollars (\$5,000) upon retirement. To receive the recognition stipend, a written notice of retirement shall be submitted by the retiree to the Director of Human Resources no less than fifteen (15) business days before the effective date of the retirement.** The recognition shall be offered to a unit member who has served a minimum of fifteen (15) full time or equivalent years (last five (5) years to be consecutive) in the bargaining unit. **Unit members on a 39-month re-employment list for non-industrial illnesses or injuries are eligible for this stipend if they otherwise meet the qualifications herein, and comply with the procedures in this article. Placement on a re-employment list for non-industrial illnesses or injuries during the last five (5) years of service prior to retirement shall not constitute a break in service for purposes of eligibility under this provision.**
- ~~11.4 Retirement Age~~
 - ~~11.4.1 Upon reaching the age of 70, the employee shall receive an evaluation based upon the following:
 - ~~11.4.1.1 Qualifications~~
 - ~~11.4.1.2 Capabilities~~
 - ~~11.4.1.3 Physical Fitness~~
 - ~~11.4.1.4 A recommendation shall be made at the second Board of Education meeting in March, whether to terminate the employee effective June 30, or re-employ the person for the fiscal year effective July 1.~~~~
 - ~~11.4.2 The above process shall be repeated annually.~~
- ~~11.5~~ **11.3** Early Retirement
 - ~~11.53.1~~ **11.3.1** The District shall provide medical, dental, and vision insurance as specified in Article 9 for an employee retiring after his/her 55th birthday, until meeting the minimum age eligibility of Medicare or MediCal. Said employee shall have served a minimum of ten (10) consecutive years with the District prior to retirement.

APPENDIX C

CLASSIFIED VACATION/BUY BACK SCHEDULE
APPENDIX C

July 1, 1991

Years of Longevity	Current Vacation 1991/92			1st Buy Back for 1%			2nd Buy Back for 1%			3rd Buy Back for 1%		
	10 month	11 month	12 month	10 month	11 month	12 month	10 month	11 month	12 month	10 month	11 month	12 month
1	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00
2	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00
3	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00
4	11.67	12.83	14.00	10.83	11.92	13.00	10.83	11.92	13.00	10.83	11.92	13.00
5	12.50	13.75	15.00	11.57	12.83	14.00	11.57	12.83	14.00	11.57	12.83	14.00
6	13.33	14.67	16.00	12.50	13.75	15.00	12.50	13.75	15.00	12.50	13.75	15.00
7	14.17	15.58	17.00	12.50	13.75	15.00	12.50	13.75	15.00	12.50	13.75	15.00
8	14.17	15.58	17.00	12.50	13.75	15.00	12.50	13.75	15.00	12.50	13.75	15.00
9	14.17	15.58	17.00	12.50	13.75	15.00	12.50	13.75	15.00	12.50	13.75	15.00
10	15.00	16.50	18.00	13.33	14.67	16.00	13.33	14.67	16.00	13.33	14.67	16.00
11	15.83	17.42	19.00	14.17	15.58	17.00	13.33	14.67	16.00	13.33	14.67	16.00
12	16.67	18.33	20.00	15.00	16.50	18.00	14.17	15.58	17.00	14.17	15.58	17.00
13	17.50	19.25	21.00	15.83	17.42	19.00	14.17	15.58	17.00	14.17	15.58	17.00
14	18.33	20.17	22.00	16.67	18.33	20.00	15.00	16.50	18.00	15.00	16.50	18.00
15	18.33	20.17	22.00	16.67	18.33	20.00	15.00	16.50	18.00	15.00	16.50	18.00
16	20.83	22.92	25.00	19.17	21.08	23.00	17.50	19.25	21.00	16.67	18.33	20.00

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CSEA Agreement
July 1, 2011 - June, 2012

APPENDIX C-1

CLASSIFIED VACATION/BUY BACK SCHEDULE
 APPENDIX C.1 2015-16
 July 1, 2015

Years of Longevity	Current Vacation 1991-92			1st Buy-Back for 1%			Current Vacation 2015-16			3rd Buy Back for 1%		
	10 month	11 month	12 month	10 month	11 month	12 month	10 month	11 month	12 month	10 month	11 month	12 month
1	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00
2	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00
3	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00
4	11.67	12.83	14.00	10.83	11.92	13.00	10.83	11.92	13.00	10.83	11.92	13.00
5	12.50	13.75	15.00	11.57	12.83	14.00	11.57	12.83	14.00	11.57	12.83	14.00
6	13.33	14.67	16.00	12.50	13.75	15.00	12.50	13.75	15.00	12.50	13.75	15.00
7	14.17	15.58	17.00	12.50	13.75	15.00	12.50	13.75	15.00	12.50	13.75	15.00
8	14.17	15.58	17.00	12.50	13.75	15.00	12.50	13.75	15.00	12.50	13.75	15.00
9	14.17	15.58	17.00	12.50	13.75	15.00	12.50	13.75	15.00	12.50	13.75	15.00
10	15.00	16.50	18.00	13.33	14.67	16.00	13.33	14.67	16.00	13.33	14.67	16.00
11	15.83	17.42	19.00	14.17	15.58	17.00	13.33	14.67	16.00	13.33	14.67	16.00
12	16.67	18.33	20.00	15.00	16.50	18.00	14.17	15.58	17.00	14.17	15.58	17.00
13	17.50	19.25	21.00	15.83	17.42	19.00	14.17	15.58	17.00	14.17	15.58	17.00
14	18.33	20.17	22.00	16.67	18.33	20.00	15.00	16.50	18.00	15.00	16.50	18.00
15	18.33	20.17	22.00	16.67	18.33	20.00	15.00	16.50	18.00	15.00	16.50	18.00
16	20.83	22.92	25.00	19.17	21.08	23.00	17.50	19.25	21.00	16.67	18.33	20.00

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CSEA Agreement
 July 1, 2014 - June 30, 2015

CLASSIFIED VACATION/BUY BACK SCHEDULE
APPENDIX C.2
 July 1, 2016

Years of Longevity	Current Vacation 1991-92			Column A Current Vacation 2016-17			Column B 1st Buy Back			Column C 2nd Buy Back		
	10 month	11 month	12 month	10 month	11 month	12 month	10 month	11 month	12 month	10 month	11 month	12 month
1	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00
2	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00
3	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00	10.00	11.00	12.00
4	11.67	12.83	14.00	10.83	11.92	13.00	10.83	11.92	13.00	10.83	11.92	13.00
5	12.50	13.75	15.00	11.57	12.83	14.00	11.57	12.83	14.00	11.57	12.83	14.00
6	13.33	14.67	16.00	12.50	13.75	15.00	12.50	13.75	15.00	12.50	13.75	15.00
7	14.17	15.58	17.00	12.50	13.75	15.00	12.50	13.75	15.00	12.50	13.75	15.00
8	14.17	15.58	17.00	12.50	13.75	15.00	12.50	13.75	15.00	12.50	13.75	15.00
9	14.17	15.58	17.00	12.50	13.75	15.00	12.50	13.75	15.00	12.50	13.75	15.00
10	15.00	16.50	18.00	13.33	14.67	16.00	13.33	14.67	16.00	13.33	14.67	16.00
11	15.83	17.42	19.00	14.17	15.58	17.00	13.33	14.67	16.00	13.33	14.67	16.00
12	16.67	18.33	20.00	15.00	16.50	18.00	14.17	15.58	17.00	14.17	15.58	17.00
13	17.50	19.25	21.00	15.83	17.42	19.00	14.17	15.58	17.00	14.17	15.58	17.00
14	18.33	20.17	22.00	16.67	18.33	20.00	15.00	16.50	18.00	15.00	16.50	18.00
15	18.33	20.17	22.00	16.67	18.33	20.00	15.00	16.50	18.00	15.00	16.50	18.00
16	20.83	22.92	25.00	19.17	21.08	23.00	17.50	19.25	21.00	16.67	18.33	20.00

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 CSEA
 District



CSEA Agreement
 July 1, 2014 - June 30, 2015

APPENDIX D

Tentative Agreement
between the
Irvine Unified School District
and
California School Employees Association
and its Irvine Chapter 517

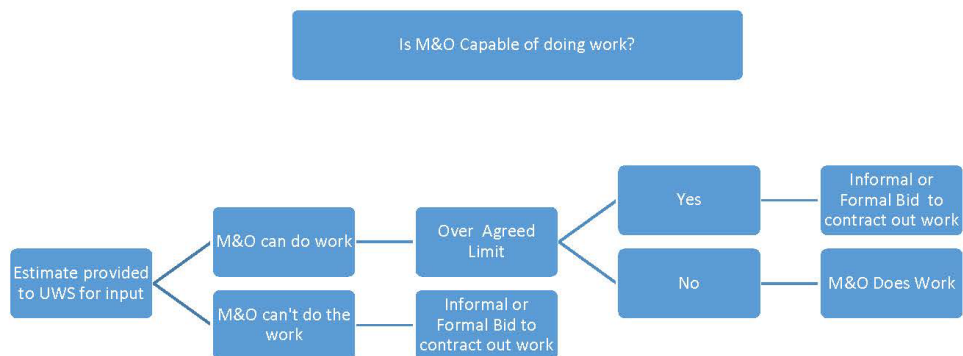
APPENDIX D - Decision Chart for Contract Out

(Refer to Article 7.7 Contracting out and Bargaining Out)

Unless in the case of an emergency, the District agrees that it will not contract out work which has been customarily and routinely performed by employees in the bargaining unit in maintenance and operations without first following this procedure.

When the District is considering contracting out work, the following decision-making chart will be used as part of the process in determining if the work is to be done by classified staff in IUSD or by contracted staff.

The Agreed Limit is \$9,000 or 350 hours of work.





For the District

11/12/2020

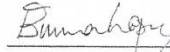
Date

Javette Y. Cranch

For the Association

11-12-2020

Date



For the Association

11 / 12 / 2020


Date

**Memorandum of Understanding between Irvine Unified School District (District)
and the California School Employees Association (CSEA)
And its Irvine Chapter #517 (Association)**

Regarding the Adjustment to the work calendars of 12 month, *monthly* classified employees not assigned to a site including Maintenance & Operations, Nutrition Service, District Office, Facilities & Construction, Special Programs, for the Thanksgiving break 2013-14 school year:

The District will consider Monday November 25, 2013 and Tuesday November 26, 2013, as two non-work days during the Thanksgiving week for 2013-14 school year without loss of pay.

The intent of this memorandum of understanding is to align the 2013-14 work calendar for the above mentioned classified employees with the work calendar for 12 month employees who work at school sites.

Irvine Unified School District  Date 9-20-13

CSEA #517 Juanita Y. Canel Date 9-20-13

CSEA Robert C. [Signature] Date 10/31/13

Tentative Agreement
The California School Employees Association and its
Irvine Chapter 517
And
Irvine Unified School District

December 14, 2018

**PLACEMENT OF NOON DUTY ASSISTANT CLASSIFICATION ON SALARY
SCHEDULE**

RECITALS

In January 2018, the group of employees known collectively as Noon Duty Assistants became eligible for the classified service. Unless an individual also held a position within the classified service prior to January 2019, this group of employees previously served in an at-will capacity, were not members of the CSEA bargaining unit, and were paid at the minimum wage rate.

In order to place the new classification of Noon Duty Assistant on the salary schedule in the collective bargaining Agreement between the parties, and to comply with State law that mandates scheduled increases to the California minimum wage annually until 2022, the District and the Association desire to proceed as follows:

AGREEMENT

- 1. The Noon Duty Assistant classification shall be placed on Range 3 of the salary schedule as follows:

Step	1	2	3	4	5	6
Range 3	12,893	13,476	14,077	14,714	15,375	16,065

- 2. The placement of the Noon Duty Assistant classification on the salary schedule shall take effect upon ratification by the Board of Education.
- 3. All work completed after ratification by the school board shall be at the rate outlined on the salary schedule at Range 3 and in accordance with the actual placement of employees on each step at that time.
- 4. The attached job description shall remain in effect upon ratification by the parties.



Initials _____ **VOLUNTARY REDUCTION IN HOURS FORM**

- A. To be completed by Employee when the reduction of hours is due to lack of funds/lack of Work
- B. Please note that the actual reduction in hours does not take place until approved by the Director of Human Resources.
- C. The employee will be notified by the Director of Human Resources when the reduction in hours is to commence.

<input type="checkbox"/>	<p>I accept a voluntarily reduction in hours from my current assignment to the reduced assignment, as specified below. <u>I was informed that I will be placed on a re-employment list that will be in effect for 63 months and I acknowledge that there is no guarantee that these hours will be restored during that time.</u></p> <p>Completion of this form by the employee, and approval by the principal/program administrator, signifies that the employee voluntarily accepts a reduction in the number of assigned hours. The employee is not required to accept a voluntary reduction in hours. The employee may decline the reduction in hours and exercise rights provided by the classified employee contract and/or State law. <u>Please review</u> Article 15 of the CSEA Agreement. <u>For more information, the employee may contact HR at (949) 936-5138 or CSEA before completing this form.</u></p>
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To be completed by Principal/Program Administrator

Current Work Hours	Proposed New Work Hours
Months/Year____Hours/Week____	Months/Year_____Hours/Week _____

PROPOSED EFFECTIVE DATE OF NEW HOURS: _____

Employee's Signature _____ Date _____

Principal/Program Administrator Signature _____ Date _____

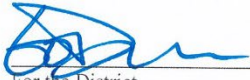
To be completed by the Director of Human Resources

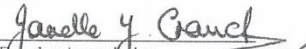
Approved ____ Denied ____ Date of implementation _____

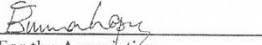
Comments:

Director of Human Resources _____ Date _____

Do not implement requested reduction of hours until approved by Human Resources


For the District
11/12/2020
Date


For the Association
11-12-2020
Date


For the Association
11/12/2020
Date

Do not implement requested reduction of hours until approved by Human Resources



IRVINE UNIFIED SCHOOL DISTRICT

Classified Employee Probationary Evaluation
Evaluation due four months after hire date

Name: _____ Position _____

Hire Date: _____ School/Department _____

Meets Standards	Does Not Meet Standards	General Expectations
<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates good judgement
<input type="checkbox"/>	<input type="checkbox"/>	Maintains a courteous, respectful attitude toward job, supervisor, employees, students and District
<input type="checkbox"/>	<input type="checkbox"/>	Completes tasks in a timely manner/manages time effectively
<input type="checkbox"/>	<input type="checkbox"/>	Adapts to new situations/tasks
<input type="checkbox"/>	<input type="checkbox"/>	Performs duties with care, diligence and efficiency
<input type="checkbox"/>	<input type="checkbox"/>	Observes work hours/attends work regularly
<input type="checkbox"/>	<input type="checkbox"/>	Accepts responsibility, plans, and organizes
<input type="checkbox"/>	<input type="checkbox"/>	Complies with District procedures/policies
<input type="checkbox"/>	<input type="checkbox"/>	Accepts direction
<input type="checkbox"/>	<input type="checkbox"/>	Observes safety practices/protocols
<input type="checkbox"/>	<input type="checkbox"/>	Able to meet deadlines
<input type="checkbox"/>	<input type="checkbox"/>	Maintains orderly work area
<input type="checkbox"/>	<input type="checkbox"/>	Maintains calm demeanor in difficult situations
<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates initiative/problem solving skills

Performance Evaluation:
Areas of Effective Performance: (related to job description/general expectations)

Distribution: Copy to employee; Original to Human Resources
 Revised:10-22-20

Areas for growth/skill development:

Areas for improvement:

Specific Improvement Directives:

Probationary Employee:

Evaluator's Recommendation:

- Candidate on track for permanent status
- Needs improvement
- Permanent status not recommended

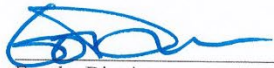
Employee's Signature: _____

Date: _____

Signature by the employee indicates that this evaluation has been read and discussed with the evaluator, but does not necessarily indicate agreement with all factors of the evaluation. The employee may file a written response to this evaluation within 10 working days of receipt. This response will be attached to this evaluation and placed in the employee's personnel file.


Evaluator's Signature: _____

Date: _____



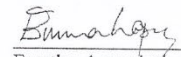
 For the District
 11/12/2020

 Date



 For the Association
 11-12-2020

 Date



 For the Association
 11 / 12 / 2020

 Date

Distribution: Copy to employee; Original to Human Resources
Revised:10-22-20



IRVINE UNIFIED SCHOOL DISTRICT

Classified Employee Annual Evaluation

Name: _____ Position: _____

Hire Date: _____ School/Department: _____

Meets Standards	Does Not Meet Standards	General Expectations
<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates good judgement
<input type="checkbox"/>	<input type="checkbox"/>	Maintains a courteous, respectful attitude toward job, supervisor, employees, students and District
<input type="checkbox"/>	<input type="checkbox"/>	Completes tasks in a timely manner/manages time effectively
<input type="checkbox"/>	<input type="checkbox"/>	Adapts to new situations/tasks
<input type="checkbox"/>	<input type="checkbox"/>	Performs duties with care, diligence and efficiency
<input type="checkbox"/>	<input type="checkbox"/>	Observes work hours/attends work regularly
<input type="checkbox"/>	<input type="checkbox"/>	Accepts responsibility, plans, and organizes
<input type="checkbox"/>	<input type="checkbox"/>	Complies with District procedures/policies
<input type="checkbox"/>	<input type="checkbox"/>	Accepts direction
<input type="checkbox"/>	<input type="checkbox"/>	Observes safety practices/protocols
<input type="checkbox"/>	<input type="checkbox"/>	Able to meet deadlines
<input type="checkbox"/>	<input type="checkbox"/>	Maintains orderly work area
<input type="checkbox"/>	<input type="checkbox"/>	Maintains calm demeanor in difficult situations
<input type="checkbox"/>	<input type="checkbox"/>	Demonstrates initiative/problem solving skills

Performance Evaluation:

Areas of Effective Performance: (related to job description/general expectations)

Empty box for performance evaluation notes.

Distribution: Copy to employee; Original to Human Resources
Revised:10-22-20

Areas for growth/skill development:

Areas of Unsatisfactory Performance: (related to job description/general expectations)


Specific Improvement Plan Directives:

Employee's Signature: _____ Date: _____

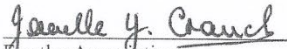
Signature by the employee indicates that this evaluation has been read and discussed with the evaluator, but does not necessarily indicate agreement with all factors of the evaluation. The employee may file a written response to this evaluation within 10 working days of receipt. This response will be attached to this evaluation and placed in the employee's personnel file.

Evaluator's Signature: _____

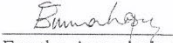
Date: _____


For the District
11/12/2020

Date


for the Association
11-12-2020

Date


For the Association
11/12/2020

Date

Distribution: Copy to employee; Original to Human Resources
Revised:10-22-20

Memorandum of Understanding
The California School Employees Association and its
Irvine Chapter 517
And
Irvine Unified School District

April 16, 2018

**ASSEMBLY BILL (AB) 119
NEW EMPLOYEE ORIENTATION**

This Memorandum of Understanding (MOU) is entered into by and between the Irvine Unified School District (District or IUSD) and the California School Employees Association and its Irvine Chapter #517 (Association).

RECITALS

In response to newly added provisions to the Government Code regarding public employee orientation requirements, and in order that the exclusive representative (CSEA) be provided meaningful access to their represented members as required by such new provisions, the parties desire to proceed as follows:

AGREEMENT

EMPLOYEE INFORMATION

1. "New employee" or "newly hired employee" or "new hire" means any employee, whether permanent, full time, part-time, hired by the District into the classified service to which this MOU applies and who is still employed in probationary status. It also includes all employees who have been previously employed by the District and whose new current position has placed them in the bargaining unit represented by CSEA. For those employees, for purposes of this MOU only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the CSEA bargaining unit.
2. The District shall provide CSEA with the work and personal information on file for all bargaining unit members in accordance with past practice and/or applicable law.
3. This information shall be transmitted to CSEA in electronic format on the last working day of each month and by a mutually agreeable means.
4. CSEA shall indemnify, hold harmless, and defend the District and its employees or agents, and its governing board, any liability, claims, loss, or damages (including reasonable attorney fees and costs) related to the release of information provided by the District to CSEA per this MOU due to any negligence and/or disclosure of personal information on the part of CSEA.

NEW EMPLOYEE ORIENTATION

5. "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
6. The District shall provide CSEA at least 10 days' notice in advance of any scheduled group orientation for new employees, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
 - i. In the event the District conducts a group orientation, CSEA shall have paid release time for one (1) CSEA representative, including the Chapter President or designee, to conduct the orientation session. Said release time shall be counted against the total release time provided in Article 10.5.1 of the Collective Bargaining Agreement. The CSEA Labor Relations Representative may also attend the orientation session(s). CSEA shall have up to thirty (30) minutes of structured time at a group new employee orientation. The District will host a minimum of two (2), or up to six (6), group orientation meetings for new employees per school year. The group New Employee Orientation shall be on paid time for new employees required to attend, and during the regular hours of the employee.
 - ii. The District also meets one-to-one with individual prospective employees upon initial hire and prior to the first day of paid service in which he/she is advised of employment status, rights, benefits, duties and responsibilities. It shall be the District's right to schedule and complete this hiring process according to rights normally ascribed to the District as the prospective employer. As part of this pre-service hiring process, said employees shall be required to register for a pre-scheduled CSEA orientation session.

In order to facilitate the pre-scheduled CSEA orientation session process referenced above, CSEA shall have the right to schedule up to fifty-two (52) 30-minute sessions per school year on District property. CSEA shall have paid release time for one (1) CSEA representative, including the Chapter President or designee, to conduct the orientation session. Said release time shall be counted against the total release time contained in Article 10.5.1 of the Collective Bargaining Agreement. This registration process shall be considered "notice" to CSEA and shall be deemed to satisfy the 10-day notification requirements set forth in the statute. The CSEA Labor Relations Representative may also attend the orientation session(s).

- iii. The District shall provide new employees with an orientation video provided by CSEA which shall be included in the prospective employee checklist of required modules. The CSEA video will conform to the purpose and intent of new employee orientations and shall not contain advocacy for specific CSEA collective bargaining proposals to IUSD, or for political campaigns or candidates.
 - iv. The above defines the structure, time, and manner of CSEA's access to New Employee Orientation.
7. The District shall include the CSEA membership application; in any employee orientation packet of District materials provided to any newly hired unit members. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

GRIEVANCE PROCEDURE

8. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance procedures of the Collective Bargaining Agreement (Article 12).

DURATION

9. The term of this MOU/Agreement is through and including June 30, 2020, and shall be automatically renewed from year to year. Either party may serve written notice upon the other of its desire to modify the Agreement prior to its anniversary date. Such written notice shall reopen negotiation of the Agreement.
10. The parties further agree to reopen this agreement within thirty (30) days upon written notice from one party to the other to negotiate effects not contemplated herein.
11. If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated shall be opened for negotiations within thirty (30) days of the invalidation.

California School Employees Association
and its Irvine Chapter 517

Irvine Unified School District

Janelle Y. Cranch 4/16/18

Janelle Cranch Date
CSEA President Chapter 517

Eamonn O'Donovan 4/16/18

Eamonn O'Donovan Date
Assistant Superintendent, Human Resources

Robert DeWitz 4/16/18

Robert DeWitz Date
CSEA Labor Relations Representative

