



A G R E E M E N T

between

IRVINE UNIFIED SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 517

July 1, 2016 to June 30, 2019



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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, 2016 - June 30, 2019.

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, Instructional Aides (para-professional), Transportation, Facilities Planning, Library Media, Technical Support, excluding Noon Duty Aides, 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. 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. Except for the Association's elections, political 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.

- 3.2.5.1 A site by site survey of bulletin board needs will be conducted with the Association. Depending upon the result of that survey, additional staff bulletin boards will be installed, and the Association will be allowed adequate display space not to exceed more than one half of the space.
- 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 it would normally be provided by the District.
- 3.2.7 The President of the Association shall be advised by the District of fiscal, budgetary, tax, or legislative problems and programs under consideration, and the District shall make every effort to provide the Association the opportunity in advance to consult with the District with respect thereto, prior to general publication by the District of decision on such matters. The Association recognizes its responsibilities to give every possible assistance to the District in regard to fiscal, tax, legislative and other such programs that affect the support of the school system.
- 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.
- 3.2.10 Any employee who is a member of the Association as of the effective date of this Agreement or who joins the Association during the term of this Agreement will retain membership status for the duration of this Agreement unless the employee is terminated.
- 3.2.11 The District shall make provisions for payroll dues deduction of employees included in the Association. Such dues shall be promptly remitted to the Association.

3.2.12 Members of the Association, or an employee who applies for membership, shall sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees and general assessments of the Association, unless dues are paid in cash. Such authorization shall continue in effect for the term of this Agreement. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the employee each month for ten months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

3.2.12.1 Notification to the employee by the Association of delinquent dues.

If, after the next pay period, dues are not paid, appropriate legal action shall be taken against the delinquent employee by the Association. Such legal action shall be limited to recovery of the Association dues to the extent provided by law.

In the event the dues are not paid, the District, upon receiving a signed statement from the Association indicating that an employee has failed to comply with this condition, shall notify said employee that he/she is delinquent.

In any case in which the provisions of this Article are contested, and it is necessary for the District to defend a position, engage legal counsel, and incur expenses in so doing, the Association agrees to provide the defense and costs for the District.

Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for District approved annuities, credit union, charitable donations, or other plans or programs jointly approved by the Association and the District.

3.3 Automatic Dues Deduction

3.3.1 Check Off: The Association shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District.

The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the Association and the District. The District shall pay the designated payee promptly all sums so deducted.

3.3.2 Dues Deduction

- 3.3.2.1 The District shall deduct in accordance with the Association dues and service fee schedule, attached hereto and marked Appendix A, dues from the wages of all employees who are members of the Association on the date of the execution of this Agreement and who have submitted dues authorization to the District.
- 3.3.2.2 The District shall deduct dues in accordance with the dues and service fee schedule, attached hereto and marked Appendix A, from the wages of all employees who, after the date of execution of this Agreement, become members of the Association and submit to the District a dues authorization form.
- 3.3.2.3 The District shall immediately notify the Association treasurer if any member revokes a dues authorization.

3.3.3 Service Fee

- 3.3.3.1 Employees who are hired into the bargaining unit who are not members of the Association on or after December 1, 1983, and employees who hereafter come into the bargaining unit shall either within thirty (30) days of December 1, 1983, or his/her employment, apply for membership and execute an authorization for dues deduction on a form provided by the Association or in the alternative, the District shall deduct from the salaries of employees not applying for membership, a service fee in accordance with the schedule attached hereto and marked Appendix A.

However, nothing contained herein shall prohibit an employee from paying service fees directly to the Association.

- 3.3.3.2 In the event that an employee hired on or after December 1, 1983, revokes a dues or service fee authorization, or fails to make arrangements with the Association for the direct payment of service fees, the District shall deduct service fees until such time as the Association notifies the District that arrangements have been made for the payment of such fees.
 - 3.3.3.2.1 The Association agrees to abide by the PERB adopted procedures in implementing the Hudson notice requirements.

3.3.4 Religious Objection. Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment except that once such employee has submitted evidence to the Association which proves that he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee, to pay sums equal to such service fee either to a nonreligious, non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following list:

1. American Cancer Society
2. American Heart Association
3. Irvine Public Schools Foundation
4. IEEF - Irvine Employee Emergency Fund

3.3.5 Deduction and Payment of Charitable Contributions: Any employee who belongs to a religious body described herein shall, within thirty (30) days of the date of this Agreement or their employment, present proof to the Association that they are a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the four organizations listed in Section 3.3.4 of this Agreement, or in the alternative, such employee shall provide proof to the District that such payments have been made on an annual basis as a condition of continued exemption from the requirements of financial support to the exclusive representative. If such employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

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 primary evaluator prior to recommendations for permanency. Normally the evaluations shall be made after the second and fifth months of employment on standard evaluation forms.
- 5.1.2 Permanent employees shall be evaluated annually within thirty (30) work days before or after their anniversary date, or by May 30th, unless the employee and the manager agree to another evaluation cycle. The District shall provide the necessary evaluation forms to be completed by the primary 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. This process should include a discussion of goals and objectives, for the upcoming year, at the annual evaluation conference.
 - 5.1.2.1 Employees who do not have an evaluation in their file assessing an annual time period 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 shall be provided copies of evaluations.
- 5.1.5 Employees shall sign all evaluations to indicate knowledge of the contents but not necessarily agreement on the contents.
- 5.1.6 Employees upon request are entitled to both a pre and post evaluation conference with the evaluator to discuss the evaluation.
- 5.1.7 Within 10 working days of receipt of the evaluation, the employee may file a written response to the evaluation which shall be placed in the Personnel File with the evaluation. (See 12.1.3 for definition.)
- 5.1.8 At any time an employee establishes a pattern of unsatisfactory performance, it shall be the responsibility of the supervisor and/or administrator to do the following:
 - 5.1.8.1 Confer with the individual.

- 5.1.8.2 Specifically identify the problem areas and offer positive steps for correction.
- 5.1.8.3 Provide the employee with a copy of the written record of that conference, and send one copy to the Personnel File.
- 5.1.8.4 Unless it is not feasible due to the timing of the employee's performance in relation to the annual evaluation conference, an employee shall not receive an unsatisfactory rating on an annual evaluation unless the employee has received notice of deficiencies, suggestions for improvement where applicable, and an opportunity to improve.

5.2 Persons Responsible for Evaluation

- 5.2.1 Unless mutually agreed otherwise, an employee's evaluator shall be the supervisory or administrative person of the area for which an employee works a majority of the time.
- 5.2.2 The site and/or location manager shall designate an evaluator for a single, broad job classification at a specific site. The evaluator shall be supervisory or management personnel.
- 5.2.3 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.

5.3 Procedures for Completion of Evaluation Forms

- 5.3.1 Evaluations shall be made in quadruplicate on employer forms. The original shall be sent to the Personnel File; one copy shall be kept in the files of the site manager; one copy in the files of the immediate supervisor if other than the site manager; and one copy shall be given to the employee. Employees are encouraged but not required to complete goals and objectives.
- 5.3.2 Evaluations shall be made only by the employee's evaluator. After the evaluator has initially drafted the evaluation, it shall be subject to review only by location manager and Superintendent or his designee.
- 5.3.3 Evaluations shall be changed only with the knowledge and consent of the Superintendent or his designee.

5.4 Procedure for Evaluation Conference

- 5.4.1 There shall be a pre-evaluation conference no later than 30 days prior to the annual evaluation. During this pre-evaluation conference, the employee and the evaluator shall discuss those items on which the employee will be evaluated.
- 5.4.2 The completed evaluation form shall be shown to the employee being evaluated and items discussed at an appropriate time and place. Both parties will sign the evaluation form and each may write any comments deemed necessary. Signing the evaluation form does not necessarily indicate that the employee agrees with the evaluation.
- 5.4.3 After receiving his or her completed evaluation, the employee shall have ten (10) working days following the conference to make whatever response the employee feels is necessary.

5.5 Employee Evaluation Complaints

- 5.5.1 Employees who have a complaint about the evaluation shall seek satisfaction at the first step possible through normal channels in the following sequence.
 - 5.5.1.1 Evaluator
 - 5.5.1.2 Supervisor or Manager of the Evaluator
 - 5.5.1.3 Employee Relations Representative or Superintendent
 - 5.5.1.4 Governing Board
- 5.5.2 To be considered, a complaint must be filed with the first level supervisor on employer forms within ten (10) working days of the receipt of the evaluation by the employee. Subsequent appeals must be filed within ten (10) working days of that level's response. Managers will have ten (10) working days to respond and the Governing Board thirty (30) working days from the receipt of the appeal. Timelines can be waived only by mutual agreement.

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 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 manager 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. 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.

7.2.1.1 The employee will be responsible for completing and signing District 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

Ordered overtime is compensated by salary compensation or compensatory time off at a rate of at least equal to time and one-half (1-1/2) the regular rate of pay of the employee designated and authorized to perform the overtime. Determination of means of compensation, i.e., compensatory or overtime will be determined by mutual agreement of employee and supervisor. Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one day (except for ten (10)-hour, four (4)-day work week employees), nine day/eighty hour (9/80) work week) or in excess of forty (40) hours in any calendar week. Overtime shall be

distributed and rotated as equally as practical among qualified employees in the bargaining unit within each department. A monthly overtime card will be kept and initialed by the immediate supervisor before submitting to payroll.

7.2.3.1 When a bargaining unit member is required to work on any holiday identified in Article 10.11, he or she shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half the employee's regular rate of pay.

7.2.3.2 Overtime shall not be assigned in a preferential manner, except that special skills may be considered if relevant to the overtime assignment.

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.

Applications for Professional Growth shall first be reviewed and then approved or denied by Human Resources using the Standards of Acceptability outlined in 7.4.5. below.

Human Resources will provide all processed Professional Growth application forms to CSEA on a monthly basis.

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 and personal 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.

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 inservice 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 inservice activities on days which 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 inservice activities which are applicable to their classification or rendering regular service as directed. Should the District believe that the classified employee may benefit from the inservice, it may direct attendance at the inservice. Employees shall be paid at 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 bargaining unit covered by this Agreement without first following this procedure.

- 7.7.1 This decision chart attached and contained in Appendix D shall be the process used to determine whether a contract should be let for the performance of the work.
- 7.7.2 CSEA shall appoint a Unit Work Specialist to consult with the District prior to the decision. The Specialist 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 seek the opinion of the UWS prior to contracting out either site improvement or maintenance. In the event the UWS does not agree that the contract to be let is consistent with the terms of this Article, such objection may be addressed in Article 12 of the agreement.
- 7.7.4 The District shall establish a list of unit members willing and able to perform maintenance and site improvement duties on overtime. Whenever possible, the District shall provide employees with 24 hour notice prior to the overtime requirement for participation on the list. Should one of the classifications required to perform the task decline to perform the overtime within the time frame required to complete the task, the task may be contracted.
- 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 on or after the effective date of this agreement; (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. Should no action be taken within a reasonable period of time, the employee shall 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 manager has determined the equipment is safe. If the employee disagrees with the manager, he may report the issue to the safety committee.

ARTICLE 8 - COMPENSATION AND RELATED BENEFITS

- 8.1 Effective July 1, 2016, the salary schedule shall be increased by 3.7%. In addition, bargaining unit members shall receive a one-time 1.2% off-schedule payment based on the newly ratified 2016-17 salary schedule to be paid in one increment no later than the January 10 pay warrant. The payment shall be made to those in active employment with the District on December 1, 2016.
- 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 Effective July 1, 1983, those employees off the salary schedule as a result of changing the salary systems shall continue to be eligible for the general increases agreed to by the District and the Association.
- 8.2.5 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.
- 8.2.6 When an employee is moved to a lower range, he shall be placed at that salary which is closest to and below the one he 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, 2007, classified employees will be granted \$36.33 per month salary increases beginning after six (6) full years of service and continuing each year until reaching a cumulative maximum of \$363.30 per month. For part-time employees, longevity pay shall be granted and shall accumulate on a pro-rata basis.

Subsequently, and made available on the next available pay warrant, classified employees will be granted \$50.76 per month salary increases beginning after six (6) full years of service and continuing each year until reaching a cumulative maximum of \$507.60 per month. For part-time employees, longevity pay shall be granted and shall accumulate on a pro-rata basis.

- 8.4.2 Effective July 1, 2016 and paid on the first possible regular pay warrant for the 2016-17 school year, classified employees will be granted \$50.76 per month salary increases beginning after six (6) full years of service and continuing each year until reaching a cumulative maximum of \$507.60 per month. For part-time employees, longevity pay shall be granted and shall accumulate on a pro-rata basis.

This increase to longevity also includes the equivalent of a 0.5% increase to total compensation agreed to in the Tentative Agreement of September 9, 2015.

The increase to longevity pay for hourly employees working additional hours beyond regular assignments, and longevity pay for overtime for monthly employees will not commence until November 1, 2016.

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

- 9.2.2 The District and CSEA agree that reaching agreement on the funding level is a priority. If agreement is not reached by October 1 of any benefit year, and funding to the BMB is not sufficient to maintain the employee benefits proposed by the 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) days prior to being eligible for 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 Maternity Leave

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.

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 All employees are entitled to three (3) days leave of absence, five (5) days if extensive travel is required, for the death of any member of their immediate family, and for such additional days as the District may allow. No deduction shall be made from the salary of such employees for such authorized leave of absence.

10.6.2 "Member of the immediate family" as used in this section means the 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.

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's Day, Lincoln's Day, President's Day, Spring Recess, and Memorial Day.

- 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.
- 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 be allowed twelve (12) days of vacation for the first year of service including the probationary period.
- 10.12.4 Refer to Appendix C 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 file 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 approve the request unless it disrupts the work of the department.

10.12.8 When employees fail to schedule their vacations, the District will be responsible for scheduling them during the vacation year in which they are 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 taking their scheduled vacation days earned during the fiscal school year. Upon that happening, the unused vacation days may be "banked" by the employee or carried over for use up through December 31 of the same 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 days earned during the fiscal school year. These days may be carried over for use through December 31 of the same year in which the carryover 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 understood that if an employee plans to carry-over vacation time the employee will submit a completed absence report to the District by September 30 identifying the dates the “banked” vacation will be used.
- 10.13.4 Without exception, the District, shall schedule employees’ “banked” vacation on October 1 of each year if the employee fails to submit an absence report identifying the dates the “banked” vacation will be used.
- 10.13.5 All banked vacation shall be used by December 31 of the year in which the carry-over occurs. There will be no compensation for unused vacation.

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 The District shall offer a unit member upon retirement a recognition stipend of \$5,000. 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.
- 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 Early Retirement
 - 11.5.1 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.
- 11.6 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 nondisciplinary 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 Nondisciplinary 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:

The right to the next vacant position in class ahead of any person who is not higher on the re-employment list and ahead of all new applicants.

15.1.5 Re-Employment List:

A list of the names of laid-off or voluntarily reduced employees, arranged in rank order from the greatest to least seniority in the classification from which laid off, plus higher classes.

15.1.6 Bumping Rights:

The right, when actually facing layoff or involuntary reduction in hours, to displace an employee with less seniority in the same class or a lower class 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 tentative list of layoffs and possible reductions in hours when identified.

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, 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, if necessary, by mutual agreement. The purpose of the conferring process shall be for the parties to share information, and for the Association to express concerns, and/or alternatives to the involuntary reductions, if any.
- 15.2.1.5 In the event consensus is reached on the involuntary reductions in hours, the final Governing Board final resolution shall be created by Human Resources and forwarded to the Governing Board for approval. 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 Assistant Superintendent of Human Resources, 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

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. Voluntary reductions in hours may take effect immediately upon execution of a signed voluntary reduction in hours form.

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.
- 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 39 months after layoff or involuntary reduction in hours while his 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 voluntarily 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.

- 15.2.4.5 The Association agrees to indemnify the District against any litigation arising regarding implementation of this Section.

15.2.5 Rights of Employees Upon Layoff, Voluntary Reductions in Hours, and Involuntary Reductions in Hours

- 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 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 class, plus higher classes.

- 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 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 class 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 class 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.

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 reductions in hours will be sent to the CSEA President or designee pursuant to 15.2 as soon as practicable.

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. 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 (in the case of occupied 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 Re-Employment

15.3.1 Laid-off or involuntarily reduced employees are eligible for re-employment in the classification from which laid off or involuntarily reduced for a 39-month period from the effective date of the action and shall be re-employed in the reverse order of the action, as vacancies become available or as hours can be restored.

15.3.2 Employees who, at the time of layoff or involuntary reduction of hours, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in their former classification or to a

position which increased assigned time as vacancies become available for a period of 39 months from the effective date of layoff or reduction. Such employees shall be ranked in accordance with their seniority on the re-employment list.

15.3.2.1 Upon re-employment of part-time (4-hours or less) employees, wherein the placement of such individuals results in a reduction in hours, said employees will not be entitled to remain on the re-employment list for future restoration of hours if the reduction in hours does not exceed fifteen (15) minutes per day of the pre-layoff hours. In the event the placement of such individuals results in a reduction in hours in excess of fifteen (15) minutes per day, said employees will remain on the re-employment list per 15.3.2 and EC § 45298.

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 but the rejection of the second offer will constitute a waiver of the employee's statutory right to be on the re-employment list.

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 who applies for the position will be placed in 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 class or any other class for which he/she 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 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 challenge his/her place 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 waived his/her right to grieve.

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

- 17.1 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

- 18.1 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.

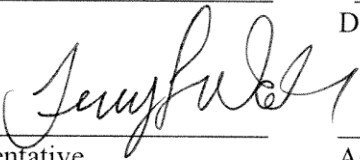
ARTICLE 19 - COMPLETION OF MEET AND NEGOTIATION

- 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

DUES STRUCTURE

**Members Dues - CSEA
State and Local**

<u>Annual Salary</u>	<u>Annual Dues Rate</u>	<u>(Annual Dues Range)</u>
<u>Effective July 1, 1991:</u>		
\$ 0 - \$17,999	1.5 % of Annual Salary	(\$255.00 - \$269.99)

Local Chapter Dues: \$1.00 per month or \$10.00 per year

<u>Effective July 1, 1992:</u>		
\$18,000 - \$18,999	1.5% of Annual Salary	(\$270.00 - \$284.99)
\$19,000 and over	\$285.00	

Local Chapter Dues: \$1.00 per month or \$10.00 per year

<u>Effective July 1, 2005:</u>		
Local Chapter Dues: \$2.00 per month or \$20.00 per year		

**IRVINE UNIFIED SCHOOL DISTRICT
CLASSIFIED SCHEDULE
2015-2016
4% eff. 7/1/15**

STEPS RANGE	MONTHLY						HOURLY					
	1	2	3	4	5	6	1	2	3	4	5	6
1	1,988	2,077	2,170	2,268	2,370	2,477	11.833	12.363	12.917	13.500	14.107	14.744
2	2,038	2,130	2,226	2,326	2,431	2,540	12.131	12.679	13.250	13.845	14.470	15.119
3	2,089	2,183	2,281	2,384	2,491	2,603	12.435	12.994	13.577	14.190	14.827	15.494
4	2,141	2,237	2,338	2,443	2,553	2,668	12.744	13.315	13.917	14.542	15.196	15.881
5	2,195	2,294	2,397	2,505	2,618	2,736	13.065	13.655	14.268	14.911	15.583	16.286
6	2,250	2,351	2,457	2,568	2,684	2,805	13.393	13.994	14.625	15.286	15.976	16.696
7	2,306	2,410	2,518	2,631	2,749	2,873	13.726	14.345	14.988	15.661	16.363	17.101
8	2,364	2,470	2,581	2,697	2,818	2,945	14.071	14.702	15.363	16.054	16.774	17.530
9	2,423	2,532	2,646	2,765	2,889	3,019	14.423	15.071	15.750	16.458	17.196	17.970
10	2,484	2,596	2,713	2,835	2,963	3,096	14.786	15.452	16.149	16.875	17.637	18.429
11	2,546	2,661	2,781	2,906	3,037	3,174	15.155	15.839	16.554	17.298	18.077	18.893
12	2,610	2,727	2,850	2,978	3,112	3,252	15.536	16.232	16.964	17.726	18.524	19.357
13	2,675	2,795	2,921	3,052	3,189	3,333	15.923	16.637	17.387	18.167	18.982	19.839
14	2,742	2,865	2,994	3,129	3,270	3,417	16.321	17.054	17.821	18.625	19.464	20.339
15	2,811	2,937	3,069	3,207	3,351	3,502	16.732	17.482	18.268	19.089	19.946	20.845
16	2,881	3,011	3,146	3,288	3,436	3,591	17.149	17.923	18.726	19.571	20.452	21.375
17	2,953	3,086	3,225	3,370	3,522	3,680	17.577	18.369	19.196	20.060	20.964	21.905
18	3,027	3,163	3,305	3,454	3,609	3,771	18.018	18.827	19.673	20.560	21.482	22.446
19	3,103	3,243	3,389	3,542	3,701	3,868	18.470	19.304	20.173	21.083	22.030	23.024
20	3,181	3,324	3,474	3,630	3,793	3,964	18.935	19.786	20.679	21.607	22.577	23.595
21	3,261	3,408	3,561	3,721	3,888	4,063	19.411	20.286	21.196	22.149	23.143	24.185
22	3,343	3,493	3,650	3,814	3,986	4,165	19.899	20.792	21.726	22.702	23.726	24.792
23	3,427	3,581	3,742	3,910	4,086	4,270	20.399	21.315	22.274	23.274	24.321	25.417
24	3,513	3,671	3,836	4,009	4,189	4,378	20.911	21.851	22.833	23.863	24.935	26.060
25	3,601	3,763	3,932	4,109	4,294	4,487	21.435	22.399	23.405	24.458	25.560	26.708
26	3,691	3,857	4,031	4,212	4,402	4,600	21.970	22.958	23.994	25.071	26.202	27.381
27	3,783	3,953	4,131	4,317	4,511	4,714	22.518	23.530	24.589	25.696	26.851	28.060
28	3,878	4,053	4,235	4,426	4,625	4,833	23.083	24.125	25.208	26.345	27.530	28.768
29	3,975	4,154	4,341	4,536	4,740	4,953	23.661	24.726	25.839	27.000	28.214	29.482
30	4,074	4,257	4,449	4,649	4,858	5,077	24.250	25.339	26.482	27.673	28.917	30.220
31	4,176	4,364	4,560	4,765	4,979	5,203	24.857	25.976	27.143	28.363	29.637	30.970
32	4,280	4,473	4,674	4,884	5,104	5,334	25.476	26.625	27.821	29.071	30.381	31.750
33	4,387	4,584	4,790	5,006	5,231	5,466	26.113	27.286	28.512	29.798	31.137	32.536
34	4,497	4,699	4,910	5,131	5,362	5,603	26.768	27.970	29.226	30.542	31.917	33.351
35	4,609	4,816	5,033	5,259	5,496	5,743	27.435	28.667	29.958	31.304	32.714	34.185
36	4,724	4,937	5,159	5,391	5,634	5,888	28.119	29.387	30.708	32.089	33.536	35.048
37	4,842	5,060	5,288	5,526	5,775	6,035	28.821	30.119	31.476	32.893	34.375	35.923
38	4,963	5,186	5,419	5,663	5,918	6,184	29.542	30.869	32.256	33.708	35.226	36.810
39	5,087	5,316	5,555	5,805	6,066	6,339	30.280	31.643	33.065	34.554	36.107	37.732
40	5,214	5,449	5,694	5,950	6,218	6,498	31.036	32.435	33.893	35.417	37.012	38.679
41	5,344	5,584	5,835	6,098	6,372	6,659	31.810	33.238	34.732	36.298	37.929	39.637
42	5,478	5,725	5,983	6,252	6,533	6,827	32.607	34.077	35.613	37.214	38.887	40.637
43	5,615	5,868	6,132	6,408	6,696	6,997	33.423	34.929	36.500	38.143	39.857	41.649
44	5,755	6,014	6,285	6,568	6,864	7,173	34.256	35.798	37.411	39.095	40.857	42.696
45	5,899	6,164	6,441	6,731	7,034	7,351	35.113	36.690	38.339	40.065	41.869	43.756
46	6,046	6,318	6,602	6,899	7,209	7,533	35.988	37.607	39.298	41.065	42.911	44.839
47	6,197	6,476	6,767	7,072	7,390	7,723	36.887	38.548	40.280	42.095	43.988	45.970
48	6,352	6,638	6,937	7,249	7,575	7,916	37.810	39.512	41.292	43.149	45.089	47.119
49	6,511	6,804	7,110	7,430	7,764	8,113	38.756	40.500	42.321	44.226	46.214	48.292
50	6,674	6,974	7,288	7,616	7,959	8,317	39.726	41.512	43.381	45.333	47.375	49.506
51	6,841	7,149	7,471	7,807	8,158	8,525	40.720	42.554	44.470	46.470	48.560	50.744
52	7,012	7,328	7,658	8,003	8,363	8,739	41.738	43.619	45.583	47.637	49.780	52.018

Longevity: \$40.59 per month beginning after six full years as a classified employee and continuing each year until reaching ten increments (cumulative maximum of \$405.90) per month based on full time equivalent - prorated for part-time employees



board approval October 6, 2015

Classified Roster with Range Designations

ACCOUNTING/FISCAL SERVICES

22 School Activities Acct Tech (School)
27 Technician:
 - Accounting
 - Buyer
 - Payroll
34 Payroll Lead Technician
40 Financial Analyst
 Financial Analyst - Construction
40 Purchasing Agent

CLERICAL/SECRETARIAL SERVICES

11 Health Aide
11 Clerk I
15 Clerk II
15 Clerk II: Receptionist/Mail
17 Clerk III
19 Clerk IV
20 Secretary I
23 Records Technician
27 Administrative Secretary
27 Administrative Secretary: Preschool
27 Human Resources Technician
32 Assessment Assistant

GUIDANCE

11 Guidance Assistant
21 Guidance Paraprofessional I
26 Guidance Paraprofessional II

INFORMATION SERVICES

29 Database Specialist III
29 Computer Support Specialist III
37 Computer Support Specialist IV
37 Database Communications Analyst
37 Database Specialist IV
37 Network Specialist I
37 Systems Administrator I
37 Web/Digital Media Development I
45 Network Specialist II
45 Programmer Analyst I
45 Webmaster II
50 IT State Reporting Analyst II
50 Programmer Analyst II
50 Network Specialist III
50 Systems Administrator III
52 Network Specialist IV
52 Programmer Analyst III

OTHER SUPPORT

40 Special Education Analyst
50 Human Resources Analyst

INSTRUCTIONAL ASSISTANT SERVICES

9 Instructional Assistant
 - Day Care
 - Music
 - Title I

Instructional Assistant Services cont.

11 Instructional Assistant - RSP
12 Day Care Assistant
13 Instructional Assistant: Special Ed
19 Instructional Assistant and Behavioral Tutor
20 Interpreter/Translator - Bilingual Language Support
21 Child Care Assistant
21 Interpreter for Deaf and Hard of Hearing
25 Instructional Assistant: Lead Behavioral Tutor
28 Certified Occupational Therapy Assistant
28 Speech and Language Assistant
 - Occupational Therapist (off classified schedule)
 - Physical Therapist (off classified schedule)

NUTRITION SERVICES

3 Nutrition Service Assistant I
6 Nutrition Service Assistant II
9 Nutrition Service Assistant III
12 Nutrition Service Assistant IV
19 Delivery Driver I - Nutrition Services

OTHER SCHOOL SUPPORT

10 Campus Safety Assistant
10 Campus Control Assistant II
13 Job Coach
14 Campus Control Assistant III
15 P.E. Paraprofessional
16 Campus Control Assistant IV
20 Health Paraprofessional
20 Community Liaison/Language Specialist
 (Chinese, Farsi, Korean, Japanese, Spanish)
20 Enrollment Assistant: Early Childhood
21 Career Guidance Paraprofessional I
26 Career Guidance Paraprofessional II
26 Family Service Worker
26 Lead Staff Assistant - Day Care
26 Early Childhood Education Specialist
26 Health/Nutrition Specialist: Early Childhood
27 Safety Technician II
28 Program Assistant: Early Childhood
28 Athletic Trainer
32 Community Services Specialist

SCHOOLSITE TECHNICAL SUPPORT

15 Media Tech I
19 Media Tech II
19 Data Input Technician I
22 Computer Lab Technician
26 Computer LAN Technician
27 Theater Manager



Classified Roster with Range Designations

SPECIALISTS

- 32 Specialist:
 - Adult Ed Guidance/Enrollment
 - Attendance
 - Categorical Programs
 - Construction Services
 - Information Technology
 - Mandated Costs/Contract/Insurance Services
 - Nutrition Service
 - Purchasing
 - Special Ed Budget
 - Workers Comp/Benefits
- 40 - Assessment
- 43 - Early Childhood Grant Programs
- 48 - Behavior Counseling

CONSTRUCTION SERVICES/FACILITIES PLAN

- 27 Facilities Support Technician
- 29 Construction Services Technician
- 32 Facilities Planning Technician
- 32 Construction Services Specialist
- 34 Assistant Facilities Planner
- 35 Purchasing Agent
- 48 Facilities Planner
- 52 Building Inspector - Class I

MAINTENANCE & OPERATIONS SERVICES

Custodial

- 18 Custodian II (Day)
- 19 Custodian II (Night)
- 19 Custodian II (Weekend)
- 21 Custodian III - Utility
- 21 P.E. Equipment Custodian
- 23 Custodian IV (Head Elementary)
- 25 Custodian V (Head/Middle/Lead)
- 30 Lead Custodian Technician
- 34 Custodial Foreman
- 40 Foreman II - Custodial

Grounds

- 19 Groundskeeper II
- 20 Groundskeeper II - Specialist
- 22 Groundskeeper III
- 23 Groundskeeper III - Specialist
 - Irrigation
- 27 Groundskeeper IV
 - Chemical Spray Applicator
 - Equipment Operations
- 30 - Senior Irrigation Specialist
- 33 Lead Grounds Technician
- 40 Senior Lead Grounds Technician
- Foreman II - Grounds

Maintenance

- 21 Maintenance Tech I - Utility
- 27 Maintenance Technician II - Utility
- Maintenance Technician III
 - General Maintenance

Maintenance cont.

- 30 Maintenance Technician IV
 - Electrician
 - General Maintenance
 - Materials
 - Utility
 - Vehicle/Equipment Repair
- 34 Safety/Security Foreman I
- 35 Maintenance Technician V
 - Carpenter
 - Communications
 - Electrician
 - General
 - HVAC
 - Locksmith
 - Nutrition Services/HVAC
 - Painter
 - Plumber
- 38 Maintenance Technician VI
 - Carpenter
 - Electrician
 - HVAC Controls Specialist
 - HVAC
 - Locksmith
 - Plumber
 - Welder
- 40 Foreman II - HVAC
- 40 Head Maintenance Technician (Maint. Foreman)
 - Electrical
 - Painter
 - Trade Foreman
- 42 Foreman III - Structural Maintenance

PUBLICATIONS SERVICES

- 17 Bindery Asst
- 26 Press Operator III
- 29 Lead Press Operator
- 29 Publications Technician II

TRANSPORTATION SERVICES

- 21 Bus Driver
- 22 Bus Driver/Router
- 22 Transportation Account Clerk/Driver
- 24 Dispatcher
- 25 Dispatcher II
- 27 Transportation Safety/Training Tech
- 35 Maintenance Technician V: Trans Vehicle Repair
- 40 Head Maint. Tech. - Vehicle/Equipment Repair

WAREHOUSE/DELIVERY SERVICES

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

rev. 12/14



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	14.17	15.58	17.00	14.17	15.58	17.00
12	16.67	18.33	20.00	15.00	16.50	18.00	15.00	16.50	18.00	15.00	16.50	18.00
13	17.50	19.25	21.00	15.83	17.42	19.00	15.83	17.42	19.00	15.83	17.42	19.00
14	18.33	20.17	22.00	16.67	18.33	20.00	16.67	18.33	20.00	16.67	18.33	20.00
15	18.33	20.17	22.00	16.67	18.33	20.00	16.67	18.33	20.00	16.67	18.33	20.00
16	20.83	22.92	25.00	19.17	21.08	23.00	19.17	21.08	23.00	19.17	21.08	23.00


CSEA
 CSEA
 District

CSEA Agreement
 July 1, 2011 - June, 2012

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	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	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	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	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	10.83	11.92	13.00
5	12.50	13.77	15.00	11.57	12.83	14.00	11.57	12.83	14.00	11.57	12.83	14.00	11.57	12.83	14.00
6	13.33	14.77	16.00	12.50	13.75	15.00	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	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	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	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	13.33	14.67	16.00
11	15.83	17.42	19.00	14.17	15.58	17.00	14.17	15.58	17.00	14.17	15.58	17.00	14.17	15.58	17.00
12	16.67	18.33	20.00	15.00	16.50	18.00	15.00	16.50	18.00	15.00	16.50	18.00	15.00	16.50	18.00
13	17.50	19.25	21.00	15.83	17.42	19.00	15.83	17.42	19.00	15.83	17.42	19.00	15.83	17.42	19.00
14	18.33	20.17	22.00	16.67	18.33	20.00	16.67	18.33	20.00	16.67	18.33	20.00	16.67	18.33	20.00
15	18.33	20.17	22.00	16.67	18.33	20.00	16.67	18.33	20.00	16.67	18.33	20.00	16.67	18.33	20.00
16	20.83	22.92	25.00	19.17	21.08	23.00	19.17	21.08	23.00	19.17	21.08	23.00	19.17	21.08	23.00

CSEA
 CSEA
 District



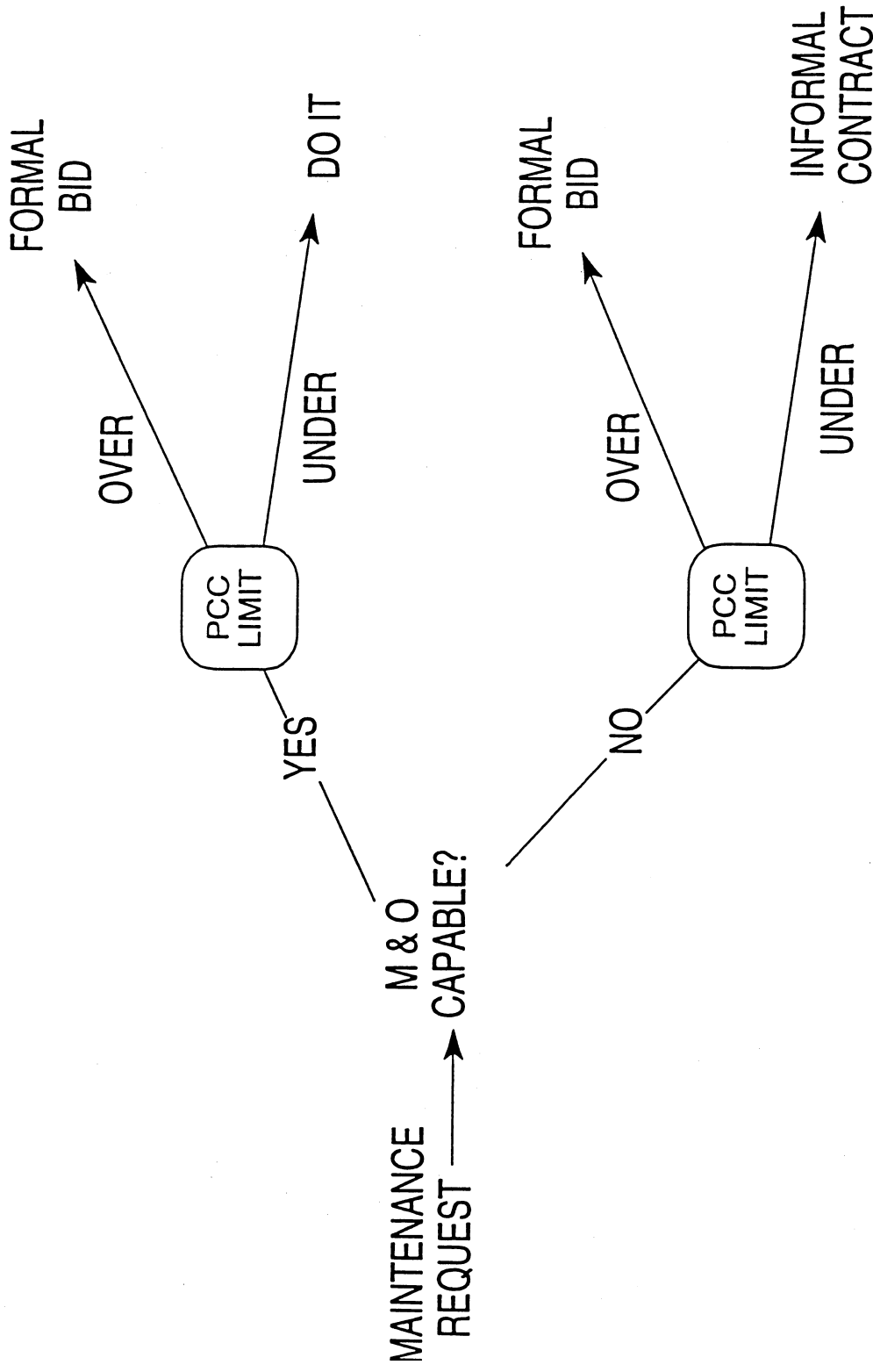
CSEA Agreement
 July 1, 2014 - June 30, 2015

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
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	17.00	19.25	21.00	15.83	17.42	19.00	14.17	15.58	17.00	14.17	15.58	17.00
14	17.33	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

CSEA
 CSEA
 District

CSEA Agreement
 July 1, 2014 - June 30, 2015




PCC LIMIT \$7,500 OR 350 HOURS

**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. [unclear]	Date	10/31/13

**Tentative Agreement
Between
Irvine Unified School District (District)
And
California School Employees Association and its Irvine Chapter #517(Association)
Regarding
Agreement and Term of Agreement**

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, 2010 to June 30, 2013, July 1, 2013, to June 30, 2016.~~

Irvine Unified	<u>Samuel Doman</u>	Date	<u>Oct. 15, 2013</u>
CSEA #517	<u>Janella Y. Coanch</u>	Date	<u>10-15-13</u>
CSEA	<u>Robert C. Fisher</u>	Date	<u>10/31/13</u>

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

This Tentative Agreement ("TA") is entered into by and between the California School Employees Association and its Irvine Chapter 517 and the Irvine Unified School District ("District").

RECITALS

The parties desire to enter into this Agreement in order to conclude bargaining around compensation and related benefits for the 2014-15 school year.

Wherefore, the parties agree as set forth below.

Article 8 – Compensation and Related Benefits

- 8.1 Effective July 1, ~~2013~~ 2014, the salary schedule shall be increased by ~~2%~~ 4.8%. In addition, there shall be a one-time ~~1.7%~~ 1.5% off-schedule payment, based on the ~~2013-14~~ 2014-15 salary schedule, to be paid in one (1) increment prospectively (not retroactively), by the end of February 2014. This increment will be applied to the pay warrant of those employed by the District on February 1, 2015.
- 8.4.2 Effective July 1, ~~2013~~ 2014 classified employees will be granted ~~\$37.24~~ \$39.03, per month salary increases beginning after six (6) full years of service and continuing each year until reaching a cumulative maximum of ~~\$372.40~~ \$390.28 per month. For part-time employees, longevity pay shall be granted and shall accumulate on a pro-rata basis.

Article 9 – Health and Welfare Benefits

- 9.2 The District's contribution for health benefits for the ~~2013-14~~ 2014-15 school year shall be \$10,143 per eligible unit member per benefit year unless modified through the provisions of Article 9.2.2. In addition, the district shall make a one-time contribution of ~~\$631,694~~ \$200,000 to the reserve fund of the Benefit Management Board for the ~~2013-14~~ 2014-15 school year. The District's contribution for health benefits shall be subject to annual negotiation.

Article 10 – Absences and Leaves

- 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: ~~the two days granted at the end of years three and six by increasing the salary schedule by one percent (1%) effective with the beginning of the next fiscal year (see first buy-back column, Appendix C);~~

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).

Samuel D. Dyer
For the District

11-5-2014
Date

Bob Fisher
For California School Employees Association

11/14/14
Date

Janella Y. Crouch
For the Association

11-5-14
Date

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

This Tentative Agreement ("TA") is entered into by and between the California School Employees Association and its Irvine Chapter 517 and the Irvine Unified School District ("District").

RECITALS

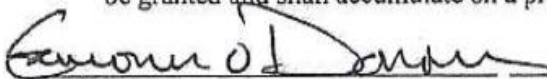
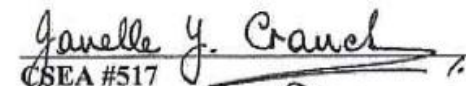
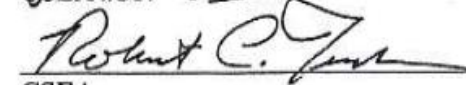
The parties desire to enter into this Agreement in order to conclude bargaining around compensation for the 2015-16 school year. Wherefore, the parties agree as set forth below.

Article 8 — Compensation and Related Benefits

8.1 Effective July 1, ~~2014~~, 2015 the salary schedule shall be increased by ~~4.8%~~ 4% and paid on the first possible regular pay warrant for the 2015-16 school year. In addition, there shall be a one-time ~~1.5%~~, 2% off-schedule payment, based on the ~~2014-15~~ 2015-16 salary schedule, to be paid in one (1) increment prospectively (not retroactively) on the February 10th 2016 pay warrant. This increment will be applied to the pay warrant of those employed by the District on January 1, ~~2015~~ 2016.

The parties continue to bargain the terms of an equivalent of a 0.5% enhancement to total compensation for 2016-17. This does not limit the parties to other discussions about total compensation for 2016-17.

8.4.2 Effective on the first possible regular pay warrant for the 2015-16 school year, classified employees will be granted ~~\$39.03~~, \$40.59 per month salary increases beginning after six (6) full years of service and continuing each year until reaching a cumulative maximum of ~~\$390.28~~ \$405.90 per month. For part-time employees, longevity pay shall be granted and shall accumulate on a pro-rata basis.

	9-21-15
IUSD	Date
	9-21-15
CSEA #517	Date
	9-21-15
CSEA	Date

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

This Tentative Agreement ("TA") is entered into by and between the California School Employees Association and its Irvine Chapter 517 and the Irvine Unified School District ("District").

RECITALS

The parties desire to enter into this Agreement in order to conclude bargaining around Compensation for the 2016-17 school year. Wherefore, the parties agree as set forth below.

Article 1 - Agreement

1.3 This agreement shall remain in full force and effect from ~~July 1, 2013 to June 30, 2016~~, July 1, 2016 – June 30, 2019.

Article 7 - Working Conditions

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 the classified employees.

The District shall encourage continued and active participation on the part of all permanent employees ~~on~~ 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.

Applications for Professional Growth shall first be reviewed and then approved or denied by Human Resources using the Standards of Acceptability outlined in 7.4.5. below.

Human Resources will provide all processed Professional Growth application forms to CSEA on a monthly basis.

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 ~~consider applications for professional growth submitted by classified personnel to Human Resources and~~ **make a recommendation** 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** ~~the Professional Growth Committee~~ **no later than** ten (10) **work** days prior to the first day of the class. ~~Except in unusual circumstances, late applications shall not be accepted for credit.~~

~~No credit can be earned for activities initiated prior to July 1, 1987.~~

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

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

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** ~~correspondence~~ school.

Credit may also be earned for attendance at ~~approved~~ District-**approved** workshops **or training**, ~~special lecture series~~, 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 of 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.¹

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 ~~\$225.00~~ **\$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** ~~immediate supervisor/manager and Employee Relation Representative~~ on District forms prior to enrollment. The District will reimburse the employee a maximum of ~~\$750~~ **\$1250.00** per fiscal year for expenses incurred ~~in the pursuit of work~~. 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 which 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 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 regular rates for service on these days.

Article 8 — Compensation and Related Benefits

8.1 ~~Effective July 1, 2015-2016 the salary schedule shall be increased by 4% and paid on the first possible regular pay warrant for the 2015-16 school year. In addition, there shall be a one-time 1.5%, 2% off-schedule payment, based on the 2014-15-2015-16 salary schedule, to be paid in one (1) increment prospectively (not retroactively) on the February 10th-2016 pay warrant. This increment will be applied to the pay warrant of those employed by the District on January 1, 2015-2016.~~

Effective July 1, 2016, the salary schedule shall be increased by 3.7%. In addition, bargaining unit members shall receive a one-time 1.2% off-schedule payment based on the newly ratified 2016-17 salary schedule to be paid in one increment no later

than the January 10, 2017 pay warrant. The payment shall be made to those in active employment with the District on December 1, 2016.

The parties continue to bargain the terms of an equivalent of a 0.5% enhancement to total compensation for 2016-17. This does not limit the parties to other discussions about total compensation for 2016-17.




8.4.2 **Effective July 1, 2016 and paid** on the first possible regular pay warrant for the 2015-16 **2016-17** school year, classified employees will be granted \$40.59 **\$50.76** per month salary increases beginning after six (6) full years of service and continuing each year until reaching a cumulative maximum of \$405.90 **\$507.60** per month. For part-time employees, longevity pay shall be granted and shall accumulate on a pro-rata basis.

This increase to longevity also includes the equivalent of a 0.5% increase to total compensation agreed to in the Tentative Agreement of September 9/21/2015.

The increase to longevity pay for hourly employees working additional hours beyond regular assignments, and longevity pay for overtime for monthly employees will not commence until November 1, 2016.

Article 9 – Health and Welfare Benefits

9.2 The District's contribution for health benefits for the 2013-14 ~~2014-15~~ school year shall be \$10,143 per eligible unit member per benefit year unless modified through the provisions of Article 9.2.2. In addition, the district shall make a one-time contribution of \$200,000 **\$300,000** to the reserve fund of the Benefit Management Board for the 2014-15 **2016-17** school year. The District's contribution for health benefits shall be subject to annual negotiation.

	<u>9-29-16</u>
IUSD	Date
	<u>9-29-16</u>
CSEA #517	Date
	<u>9-29-16</u>
CSEA	Date