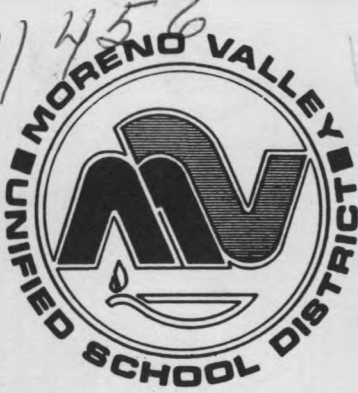


811 456

1,140



~~11/15/92~~

**CLASSIFIED EMPLOYEES  
COLLECTIVE BARGAINING  
AGREEMENT  
BETWEEN THE  
MORENO VALLEY UNIFIED  
SCHOOL DISTRICT  
AND  
CHAPTER 410  
CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION**

10/29/92

*(classified employees)*



NEW K  
els 1,140  
ex 6/30/92

1,140 Em'ee Data Inside

July 1, 1989 through June 30, 1992

X- 6/30/92

Doris Moran A. Asst.  
~~for~~ Personnel Services Div.  
Moreno Valley Unified  
School District.

13911 Perriss Blvd  
Moreno Valley, Ca.

92553

714-485-5600

AHE as of 10/19/92  
= \$11.36

**BOARD OF EDUCATION  
NEGOTIATING TEAM**

Lester Johnson  
Assistant Superintendent

Nick Ferguson  
Deputy Superintendent

Linda Wisher  
Associate Superintendent

Catherine B. Hagen  
Attorney at Law

Charles Jones  
Principal

Robert Romero  
Principal

Kenneth Sims  
Principal

Doris Moran  
Recorder

**CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION**

Christine Soares  
Association President

Rick Riccardi  
Field Representative

Bob Baker  
Senior Field Representative

Nancy Corbin

Margaret Fazio

Phyllis Hurse

Charles Schwarz

Mary Wheat

Les Woodward

**CLASSIFIED EMPLOYEES  
EMPLOYMENT AGREEMENT**

<b>INDEX</b>	<b>Page</b>
ARTICLE 1	
Designation .....	1
ARTICLE 2	
Recognition .....	1
ARTICLE 3	
Management Rights .....	1
ARTICLE 4	
Statutory Changes .....	2
ARTICLE 5	
No Strike - No Lockout .....	3
ARTICLE 6	
Negotiation Procedures .....	3
ARTICLE 7	
Association Rights .....	4
ARTICLE 8	
Non-Discrimination .....	6
ARTICLE 9	
Association Dues and Payroll Deductions .....	6
ARTICLE 10	
Term of Employment .....	8
ARTICLE 11	
Orientation and In-Service .....	9
ARTICLE 12	
Working Conditions .....	10
ARTICLE 13	
Hours and Assignments of Classified Employees . . .	11
ARTICLE 14	
Work Loads .....	13
ARTICLE 15	
Summer Assignments .....	14
ARTICLE 16	
Employee Safety .....	15
ARTICLE 17	
Supervision of Paid and Non-Paid Student and Volunteer Workers .....	15

**CLASSIFIED EMPLOYEES  
EMPLOYMENT AGREEMENT**

<b>INDEX</b>	<b>Page</b>
ARTICLE 18	
Transfers .....	16
ARTICLE 19	
Layoff and Reemployment .....	19
ARTICLE 20	
Retirement .....	23
ARTICLE 21	
Performance Evaluation .....	24
ARTICLE 22	
Complaints from the Public .....	25
ARTICLE 23	
Personnel Files .....	25
ARTICLE 24	
Salaries .....	27
ARTICLE 25	
Guidelines for Overtime Work .....	28
ARTICLE 26	
Employee Benefits .....	29
ARTICLE 27	
Paid Leaves of Absence .....	31
ARTICLE 28	
Non-Paid Leaves of Absence .....	35
ARTICLE 29	
Grievance Procedure .....	36
ARTICLE 30	
Physical and Mental Examinations .....	39
ARTICLE 31	
Recruitment and Selection of Personnel .....	40
ARTICLE 32	
General Employment Requirements .....	40
ARTICLE 33	
Assignment of Classified Employees .....	41
ARTICLE 34	
Probationary and Permanent Status .....	43
ARTICLE 35	
Suspension, Demotion, and Dismissal .....	44

**CLASSIFIED EMPLOYEES  
EMPLOYMENT AGREEMENT**

<b>INDEX</b>	<b>Page</b>
ARTICLE 36	
Holidays .....	46
ARTICLE 37	
Vacations, Permanent Employees .....	47
ARTICLE 38	
Vacation, Probationary Employees .....	48
ARTICLE 39	
Waiver of Further Bargaining Rights .....	49
ARTICLE 40	
Bargaining Unit Work .....	49
ARTICLE 41	
Promotion .....	51
ARTICLE 42	
Miscellaneous .....	52
ARTICLE 43	
Reopener Negotiations .....	53
ARTICLE 44	
Duration and Termination .....	53
ARTICLE 45	
Continuous School Program (CSP) .....	53
APPENDIX A .....	58
APPENDIX B .....	61
APPENDIX C	
(SCHOOL CALENDARS-TRADITIONAL)	
C(1) 1989-90 .....	63
C(2) 1990-91 .....	64
C(3) 1991-92 .....	65
APPENDIX D (SIDE LETTER AGREEMENTS)	
D(1) Bus Drivers .....	66
D(2) Summer Assignments .....	67
D(3) Vacations, Permanent Employees .....	68
D(4) Centralized Custodial Services .....	69
D(5) Paraprofessional for Handicapped Students ..	71
D(6) Winter Break .....	72
D(7) Health Clerk Technician .....	73

## ARTICLE I - DESIGNATION

THIS AGREEMENT is made and entered into this 1st day of July, 1989, by and between the Moreno Valley Board of Education (hereinafter called the "Board") on behalf of the Moreno Valley Unified School District (hereinafter called the "District") and the California School Employees Association, Moreno Valley Chapter 410 (hereinafter called the "Association").

## ARTICLE 2 - RECOGNITION

The Moreno Valley Unified School District hereby grants recognition to the California School Employees Association, Moreno Valley Chapter 410, for the employees in the unit described below.

**Section 1.** Description of unit: All classified employees employed by the District, including but not limited to the following major groupings of jobs: Food services, clerical and secretarial, operations and maintenance, instructional assistants, and transportation, and excluding all management employees, as designated by the Board, supervisory employees, confidential employees, substitute employees, certificated employees, part-time playground supervisors whose sole duties are to supervise students on the playground in order to provide certificated personnel with duty-free periods, students employed part-time, or part-time students employed part-time, apprentice positions, professional experts on temporary basis. The Classifications of those employees currently are set forth in Appendix A. All newly created positions, except those that lawfully are certificated, management, confidential, supervisory, or otherwise lawfully excluded from the unit, shall be assigned to the bargaining unit.

**Section 2.** The designation of management, supervisory, confidential, certificated, and other classifications of employees, shall be made by the District. The District agrees to notify the Association of such proposed designations. In disputed cases, the Association may submit to the EERB for resolution.

**Section 3.** The parties agree that the unit as described in the foregoing paragraphs is appropriate and that neither party will seek clarification or amendment of the unit, either as to specific exclusions or the enumerated inclusions, unless as to the exclusions, there is a significant change in the duties of the incumbent.

## ARTICLE 3 - MANAGEMENT RIGHTS

**Section 1.** All matters within the scope of representation as set forth in the Government Code, Section 3543.2, or not limited by the express terms of this Agreement, are reserved

by the District. Except as limited by the express terms of this Agreement, it is agreed that such reserved rights include, but are not limited to the exclusive right and power to discontinue, in whole or in part, temporarily or permanently, without further bargaining as to the decision or the effects thereof, any of the following: the Board's sole right to manage and direct the work of its employees, to determine the method, means, and services provided, to determine the staffing patterns and the number and kinds of personnel required, to determine the assignment goals, objectives and performance standards, to decide on the building, location, or modification of a facility, to determine the budget and methods of raising revenue, to subcontract work or operations except where expressly forbidden by law, to maintain order and efficiency, to hire, assign, to evaluate, promote, discipline, discharge for cause, layoff for lack of work or lack of funds, and transfer employees. The foregoing rights of management are not intended to be an all inclusive list, but do indicate the type of matters which are inherent to management.

**Section 2.** The District retains its right to suspend or modify any provision(s) set forth in this Agreement in cases of emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action, such as an emergency due to an act of God or due to interference by a third party beyond the control of the District. In the event of any such action, the District agrees to negotiate with regard to such suspension or modification or successor provisions as soon as reasonable after demand by the Association.

**Section 3.** Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District as expressly set forth in this Article, not expressly limited by other specific provisions of this Agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subject to the grievance and arbitration provisions of Article 29, unless the grievance in question is a complaint that the District has violated an express provision of some other Article of this Agreement, which Article is itself subject to arbitration.

#### **ARTICLE 4 - STATUTORY CHANGES**

If any provisions of this Agreement are held to be contrary to law by a court, that provision(s) shall be deemed invalid, but all other provisions shall continue in fully force and effect.

In the event future court rulings in PERB decisions render any provisions of this Agreement beyond the scope of bargaining, the parties shall meet and negotiate within thirty (30) days after notification by either party for the purpose of arising at a mutually satisfactory replacement for such Article or Section.



If the Legislature, during the term of this Agreement, expands the scope of negotiations, the parties shall meet and negotiate, upon the request of their party, regarding the subjects thus added to the scope of negotiations.

## **ARTICLE 5 NO STRIKE - NO LOCKOUT**

**Section 1.** During the term of this Agreement neither the Association, its officer, agents, members, nor any employee will authorize, instigate, encourage, aid, condone, participate in, or engage in a strike, work stoppage, slowdown, sick out, boycott, picket line, mass absenteeism or any other interruption of or interference with the operations of the District, regardless of whether there is a claim by the Association of breach of this Agreement or of federal or state law by the District. Any employee or employees who violate the provisions of the Article may be discharged or otherwise disciplined depending on the severity of the violation. In the event any discipline is recommended for a violation of this Article, said discipline shall be administered consistently and the appropriateness of the discipline shall be subject to the Discipline Article of this Agreement.

**Section 2.** In the event of a strike, work stoppage, slowdown, sick out, boycott, picket line, mass absenteeism, or other interruption or interference with the operations of the District, or any anticipated violation of this Article, the Association shall immediately notify the employees that such action is unauthorized and promptly order its members to return to work, and to take every reasonable effort to terminate the unauthorized action.

**Section 3.** Respecting any picket line established for any reason at any facility of the District by the Association or any employee, in concert or alone, during the term of this Agreement shall constitute a violation of this Article and may result in disciplinary action up to an including discharge.

**Section 4.** The Board agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

## **ARTICLE 6 NEGOTIATION PROCEDURES**

**Section 1.** Not earlier than one hundred twenty (120) days and not later than ninety (90) days prior to the expiration of this Agreement, both parties shall commence meeting and negotiating in good faith on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them.

**Section 2.** Either party may utilize the services of outside consultants.

**Section 3.** The Board and the Association may discharge their respective duties required by this Agreement by means of authorized officers, individuals, representatives, or committees.

**Section 4.** Negotiations shall take place at reasonable mutually agreeable times and places. Pursuant to Section 3543.1(c) of the California Government Code, the Association and the District agree that the maximum number of representatives of the Association to receive reasonable release time without loss of compensation for the purpose of meeting and negotiating shall be seven (7).

**Section 5.** The District shall furnish upon request of the Association one (1) copy of public materials or documents in existence provided that such requested materials are relevant to negotiable items. This Section shall not be construed as a wiver of any legal right CSEA may have to receive other District documents relevant to negotiable items.

## **ARTICLE 7 - ASSOCIATION RIGHTS**

**Section 1.** The Association may request of the District the use of school equipment, building and facilities at reasonable hours. The conditions of such use shall be consistent with applicable law and previous practice, and permission shall not be unreasonably withheld. For example, such equipment may include typewriters, mimeograph machines, duplicating equipment, calculating machines, and audio-visual equipment when such equipment is not otherwise in use for educational purposes. The Xerox 9400 or its successor may be used for Association publications at the same cost charged to school programs.

**Section 2.** The Association shall have the right to post notices of activities and matters on designated employee bulletin boards. The Association may use employee mail boxes for communications with the employees. The District will provide employee mail boxes. All general notices distributed by the Association shall be clearly identified as CSEA material by either official identification or the signature title of the authorized CSEA official. A copy of any general distribution notices shall be given to the site level manager no later than the time of distribution or posting or, in the alternative, CSEA will provide the Personnel Services Office with fifteen (15) copies of general notices the day prior to posting or distribution. It shall be the sole right of the Association to remove unauthorized material from designated CSEA bulletin boards. A copy of general notices distributed or posted by the District shall be provided to designated CSEA representative of each site prior to posting or distribution, or in the alternative, the District will provide the CSEA Chapter President with fifteen (15) copies the day prior to posting or distribution.

**Section 3.** The parties agree that any one of the seven members of the Association Executive Board shall have reasonable access to employees during working hours when urgent circumstances make it impractical to see such employees at other times and only when prior approval is given by the employee's management supervisor. Such approval shall not be unreasonably withheld. Such meetings shall not cause the employee involved to miss more than thirty (30) minutes of work time in any one day. The Association shall make every reasonable effort to conduct its business during employee breaks or before or after working hours.

**Section 4.** Prior to May 31, 1983, the District and the Association shall agree to seniority list accurate through June 30, 1982.

During September of each year, the District will compile an accurate seniority list covering each employee and class under this Agreement. The seniority list shall indicate current classification and class seniority as of June 30th of the previous school year. This seniority list shall be posted on the CSEA, Chapter 410, bulletin board at each school site and work location and five (5) copies shall be provided to the CSEA, Chapter 410, President. An employee who wishes to protest his / her length of service on the seniority list, or who disagrees with the seniority hours credited must file the protest with Personnel Services within thirty (30) calendar days of the posting which contains his / her name for the first time. Within thirty (30) calendar days of the posting of any subsequent list, an employee may challenge the hours accrued since the last prior list.

**Section 5.** A copy of the Agreement will be provided by the District to each unit member. The cost thereof shall be borne by the District.

**Section 6.** The District shall permit eight (8) unit members to take a maximum of five (5) days paid leave of absence annually, if necessary, to attend the annual California School Employees Association Conference. If the person attending such conference is not in a paid status prior to such conference, the leave of absence provision in this paragraph shall not be applicable.

**Section 7.** The District shall provide the Association each year, a list of employees, the District Directory, designated worksites, and salary classifications. The District shall also make available to the Association as soon as reasonably possible following each meeting of the Board of Education, a copy of the personnel minutes of the meeting. Furthermore, the District shall send the Association President, a Board of Education agenda prior to each Board of Education Meeting, accompanied by the unapproved draft of the minutes of

previous meetings. In addition, the District shall make available to the Association two (2) copies of the tentative budget and two (2) copies of the adopted budget at least twenty-four (24) hours prior to the Board Meeting at which will be submitted.

**Section 8.** The Association shall have the right to review those District documents in the District's possession which are open by law to public inspection provided that such review occurs during business hours and is scheduled at the mutual convenience of the Association and the District representatives.

**Section 9.** The Association shall be entitled to seek and obtain assistance from CSEA staff personnel, for the purpose of processing greivances and matters related thereto and other reasons relating to wages, hours and terms and conditions of employment as provided by law.

**Section 10.** Selection of Job Stewards: The Association shall notify the District in writing of the names of a reasonable number of Job Stewards and the group they represent. If a change is made, the District will be advised in writing of such change.

(a) Release Time: After notifying his / her first line management supervisor, a Job Steward for the group that Steward represents shall be permitted to leave his / her normal work area during reasonable times in order to assist in on-site investigation and presentation of a grievance. The Job Steward shall advise the supervisor of the grievant of his/her presence. The Job Steward is permitted to discuss any problem with the grievant immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

(b) If, due to an operational requirement, an adequate level of service cannot be maintained in the absence of a Job Steward at the time of the notification mentioned above, the Job Steward shall be permitted to leave his/her normal work area no later than two (2) hours after the Job Steward provides notification, except in cases of emergency.

## **ARTICLE 8 - NON-DISCRIMINATION**

**Section 1.** Neither the Board nor the Association shall, in violation of the law, discriminate against any classified employees on the basis of race, color, creed, age, sex, place of residence, national origin, political affiliation, physical handicap, membership or lack thereof in the activities of the employee organization or because of the employee's exercise of his/her lawful rights with respect to matters covered by Agreement.

## **ARTICLE 9 - ASSOCIATION DUES AND PAYROLL DEDUCTIONS**

**Section 1.** The District will make payroll deductions on behalf of the Association for classified employees who have

authorized said deductions. The employees shall sign and deliver to the District an assignment authorizing deductions of membership dues and fees. Such authorization shall continue unless revoked in writing.

**Section 2.** Upon written authorization from the employee, the District shall deduct from the salary of such employee and make appropriate remittance to credit unions, annuity plans, the United Fund, or any other plans or programs jointly approved by the Association and the District. Furthermore, the District shall have no responsibility for these funds beyond transmittal in accordance with this Article. The Employee must give not less than two (2) weeks written notice to commence or terminate the deductions covered in this Article.

**Section 3. (a)** Any employee covered by this Agreement, within thirty-one (31) days after the execution of this Agreement or within thirty-one (31) days after hire, shall, as a condition of employment, either become a member in the Association, continue membership in the Association or pay a service charge to the Association equal to the regular monthly dues, standard initiation fee and general assessments of the Association (but not including fines) uniformly required as a condition of acquiring or retaining membership. This obligation shall continue for the duration of this Agreement. In the event that a unit member shall not pay such fee directly to the Association or authorize payment through payroll deductions, the District shall immediately, upon notice from the Association, commence involuntary payroll deduction of said fee.

(b) The District need not terminate any employee for failure to maintain his membership or pay service charges unless he fails or refuses to cure his dues or service charge delinquency within ten (10) days after the Association has given a written notice by registered mail requesting such termination. Before sending the District such request, the employee shall first be given notice in writing by the Association to pay his / her delinquent dues or service charge.

(c) In the event that any employee has a religious objection pursuant to Government Code Section 3546.3 as it existed on January 1, 1983, or its successor, if any, which conflicts with the membership or service fee requirement of this Article, such employee, upon submitting a statement in writing as to his/her religious objection, shall be required to pay an amount equal to the service charge into one of the following non-religious, non-labor organizations, whose charitable funds are exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- (1) Moreno Valley Friends of the Library.
- (2) Volunteer Fire Department (Edgemont, Moreno, or Sunnymead).
- (3) Moreno Valley Youth Federation.

Such money shall not be used by the Association for any other purpose and shall be considered as a total fulfillment of the membership requirements of this Agreement.

(d) The Association does hereby agree to defend, if requested by the District, as well as indemnify, and shall save the District harmless against any and all claims, demands, disputes, suits or other form of liability that may arise out of, or by reason of, any action taken or not taken by the District in compliance with this Article, including the reasonable cost of any defense made necessary by any such claim, demand, dispute, suit or other form of liability.

**Section 4.** The California School Employees Association agrees to defend, indemnify and hold harmless the District against legal action by any classified employee of the District challenging the legality of any action taken by the District at the request of the Association in compliance with this Article 9.

## **ARTICLE 10 — TERM OF EMPLOYMENT**

**Section 1.** The workday and workyear for each classified employee classification is set forth in Appendix A attached.

**Section 2.** Prior to the end of each academic year, the District shall notify each employee who works less than 12 months, of a tentative date he/she shall return to work in the succeeding school year. Said employees shall be entitled to notification of a definite date for return to work not later than seven (7) days after Board of Education adoption of a calendar or resolution setting the first school session day, or by August 1 of each year, whichever occurs first.

**Section 3.** The school calendar, when adopted by the Board, shall be incorporated by reference herein and shall provide for a ten (10) day Winter Recess and a five (5) day Spring Recess, and shall include any holidays that may occur during the recess periods. The calendar shall also include not less than two (2) additional student non-attendance during the academic year designated as conference or inservice days, which shall be days in paid status for classified employees.

**Section 4.** The academic year is defined as beginning with the first school in session day and ending the last school in session day of each school year. The school year is defined as beginning on July 1 and ending on June 30 of the succeeding calendar year.

**Section 5.** Employees in classification designated in Appendix A working twelve (12) months per year shall work a

standard workweek of five (5) consecutive days beginning with Monday of each workweek throughout the calendar year.

**Section 6.** Employees designated as less than twelve (12) month employees shall be assigned to work the academic year plus or minus the number of workdays set forth in Appendix A. During such employees' annual term of employment, he/she shall work a standard workweek of five (5) consecutive days beginning with Monday of each full workweek during his/her term of employment.

**Section 7.** The District may extend the workyear of an individual employee or classification if required by the needs of the service, with written notice (no less than ten workdays) to the Association and the individual employee. An employee who is offered the opportunity to extend his or her workyear (not including positions extended as the result of CSP), in seniority order based upon date of hire, and who consent to extend the workyear, shall be paid at the regular rate of pay (including overtime where applicable) during the extended workyear.

## **ARTICLE 11 - ORIENTATION AND IN-SERVICCE**

**Section 1.** All orientation and in-service training of classified employees shall be conducted during the period designed as the workday and workyear for those designated employees. If mandatory orientation and in-service training is conducted outside the workday or workyear, the District will pay those employees who participate at their regular rate of pay (including overtime where applicable)

**Section 2.** The hours of service for classified employees on days designated for orientation or in-service activities shall be at the same rate of pay as if the classified employee was at the job station.

**Section 3.** The District agrees to provide in-service training programs where appropriate with purpose of enhancing the skills, knowledge or abilities of classified employees in their current jobs. In-service training for permanent employees shall include a program for obtaining Red Cross, or any other first aid certificate, or any certificate renewal as required by the District or by law as a condition of continued employment. In addition, the District shall reimburse employees any fee for renewal of any certificate required by the District as a condition of employment [see Appendix D(1) for Bus Drivers]. Classified employees are encouraged to continue training for the purpose of advancement and promotion.

**Section 4.** District in-service and pre-service programs shall be planned by the District. The District will meet, upon

request, with representatives of the Association to discuss such matters.

**Section 5.** Employees regularly scheduled to work shall be provided paid release time for the District's Orientation Program, if held by the District. Employees not regularly scheduled to work but who attend shall be paid for such attendance at the employee's regular rate of pay. Payment to all employees is to be on straight time basis only. the District shall allow the Association one hour during such program to meet with bargaining unit employees.

**Section 6.** For Food Service, the District agrees to pay the cost for the Food Handler's examination, if such is required. The District will endeavor to have the examination offered at a District site, and will endeavor to schedule it shortly before the opening of school. Employees shall be paid at the applicable rate for time spent in complying with this Section, and the District shall reimburse the cost of travel and meals if out of District travel is required.

**Section 7.** In the event the District requires an employee's attendance at training sessions or workshops conducted by organizations other than the District, it shall reimburse the employee the reasonable cost of travel, meals, and lodging, if needed.

## **ARTICLE 12 — WORKING CONDITIONS**

**Section 1.** The Board agrees to furnish to classified employees equipment necessary for performing their assigned duties. In addition, the Board will make available to classified employees the following:

- (a) A location where coats and other personal items such as handbags, may be stored.
- (b) Parking space in each major area of job location.
- (c) A place at each work site where District materials might be stored unless such materials are required at multiple sites, in which case, storage and equipment will be transportable by means of District transportation.

**Section 2.** If the District requires uniforms of any employee, the District shall bear the cost of providing such uniforms.

**Section 3.** In those cases where the Superintendent or his/her designee has given prior specified written authorization on the District form, for an employee to use his/her own tools or equipment, the District agrees to provide a safe place to store and agrees to pay for any loss or damage resulting from the authorized use of the tools or equipment.



## **ARTICLE 13 - HOURS AND ASSIGNMENTS OF CLASSIFIED EMPLOYEES**

**Section 1.** A classified employee shall be given annual notice of his/her work assignment for the forthcoming year by July 1. In the event that changes in such assignment are proposed, the employee affected shall be notified promptly. Any change shall be accordance with applicable law.

**Section 2.** The workday and workweek of regular full-time employment shall be eight (8) hours per day exclusive of meal time, and forty (40) hours per week. The workweek starts on Monday at 12:01 a.m. and ends Sunday at 12:00 midnight. Notwithstanding the foregoing, the regular workweek for employees shall be from Monday through Friday, except as set forth below. The District may employ persons in bargaining unit positions who have a regular, minimum assignment of less than eight (8) hours per day and/or forty (40) hours per week; such positions shall be deemed "part-time" positions. The District may, through authorized management/supervisory personnel, order and authorize employees to perform extra work in addition to such employee's regular, minimum assignment. Extra work so ordered and authorized shall be compensated at the employee's regular rate of pay, unless such results in overtime as set forth in the Agreement. The District may assign a workweek different than Monday through Friday under the following circumstances:

- (a) Current employees who voluntarily consent to such reassignment;
- (b) New employees may be so assigned initially;
- (c) Current employees may be offered such in lieu of layoff in accordance with the provisions of this Agreement;
- (d) Current employees already so assigned.

**Section 3.** The District shall be permitted to fill vacant positions below the minimum daily hours required by Appendix A.

**Section 4.** Reduction in the daily hours of an employee or an occupied position (whether voluntarily in lieu of layoff or involuntarily) shall not exceed twenty-five percent (25%) of the hours assigned to the position at the time of reduction, shall not result in assignment below the minimum required by Appendix A, and shall be accomplished in reverse order of seniority based on District date of hire.

(a) Employees thus reduced in hours and employees working at less than the maximum hours set forth in Appendix A shall, wherever practicable and consistent with the needs of the District, be offered increased hours in classification, in order of seniority based upon District seniority number, as additional hours become available, prior to the District hiring new employees in that classification.

(b) An employee reduced in hours for whatever reason shall continue to receive District provided employee benefits at the same level received when working the daily hours previously assigned for a period of one calendar year.

**Section 5. Classified Employees:** (a) Shall attend all meetings called by their supervisors provided same is within their job station time allocation.

(b) May be assigned duties that may be outside the job classification. Such assignment shall be reasonable and limited and may include responsibilities for maintaining the safety and well-being of students. Such assignments shall be in accordance with Article 33.

(c) Whose hours of assignment are less than four (4) hours per day shall be entitled to prorated holiday, vacation, and sick leave benefits but to no other benefits, such as health and welfare.

**Section 6.** If a part-time employee works a minimum of thirty (30) additional minutes or more in excess of his part-time assignment for more than twenty (20) consecutive workdays, the position will be changed to reflect the longer hours.

**Section 7.** All employees who work five (5) hours or more during a workday covered by this Agreement, shall be entitled to a meal period of not less than thirty (30) minutes, or more than (1) hour, uninterrupted, to be assigned by the immediate supervisor. But in no case shall an employee work more than four-one-half (4½) consecutive hours without being assigned a meal break. Notwithstanding the foregoing, an employee assigned no more than six (6) hours during the workday may, with the mutual consent of the District, waive the meal period. If the management supervisor and food service personnel mutually agree, the provisions of this paragraph may be waived.

**Section 8.** Employees shall be entitled to break time in accordance with the below.

3 hour employees will be given a 15 minute break.

4 hour employees will be given a 15 minute break.

5 hour employees will be given 20 minutes of break time.

6 hour employees will be given 25 minutes of break time.

7&8 hour employees will be given 30 minutes of break time.

No break shall exceed fifteen (15) minutes. No employees shall be assigned more than two (2) break periods per workday not counting the meal break. The above schedule is for all classified employees covered under this Agreement. It is understood that the break period cannot be combined nor can they be so scheduled to increase a meal break or shorten the workday.

**Section 9.** Any employees whose regular eight (8) hour work schedule includes working three (3) hours or longer of any shift after 5:00 p.m. or three (3) hours or more of any shift before 8:00 a.m. shall receive a nine percent (9%) differential in pay.

**Section 10.** The District shall make available at each work site adequate lounge, restroom, and lavatory facilities for classified employee use. Each employee shall ordinarily utilize the lounge, restroom, and lavatory facilities nearest their daily assigned work areas.

**Section 11.** If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the employee shall request sufficient time in advance for the District to arrange for such voting by the employee, if possible, without loss of pay.

**Section 12.** Any employee called in to work to return to duty station after hours or to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours at the appropriate rate of pay under this Agreement. To receive such pay, the District may require the employee to perform duties within their job classification for two (2) hours.

#### **ARTICLE 14 - WORK LOADS**

**Section 1.** The District will make a reasonable effort to maintain a parity of work load within each position in the classification.

**Section 2.** (a) With respect to the classification of Instruction Assignments, the District agrees that it will not reduce the hours of any individual Assistant on the payroll as of the date of this Agreement, but instead will follow the Layoff procedure provided for in this Agreement should a reduction in total Assistant hours be appropriate. Where an existing Assistant is terminated from the payroll for whatever reason, the District may replace the terminating employee with an Assistant who works fewer hours or with two (2) Assistants, each of whom works fewer hours than the terminating Assistant. If any Assistant is on layoff at the time an Assistant on the District payroll as of the effective date of this Agreement terminates and the District intends to replace such person, the right of recall of the Assistant on layoff shall not be to an Assistant position with the number of hours as the terminating Assistant but rather to an Assistant position with the same number of hours as established by the District in its discretion. However, if the Assistant on layoff worked the same number of hours or greater number of hours as the Assistant being terminated and was an employee of the District on the effective

date of this Agreement, then any right of recall shall be to an Assistant position with the same number of hours as the terminating Assistant.

(b) Any employee may be required to work a split shift and to work at more than one school. A split shift for the purpose of this Agreement is an unpaid, non-working period between two (2) paid work periods, not to exceed a two (2) hour duration, not including the meal break of the affected employee. In any instance where an employee is required to work at more than one school and the period between shifts is one-half ( $\frac{1}{2}$ ) hour or less, such time shall be time in paid status for the period of time required to transit from one school to another. The standard mileage reimbursement shall be provided only for required travel to the second school.

## ARTICLE 15 - SUMMER ASSIGNMENTS

**Section 1.** Anticipated staffing needs for summer assignments and summer school programs will be posted by the District on classified employee bulletin boards. The listing will be posted as soon as reasonable.

**Section 2.** Job posting as described above in all cases shall be contingent upon the needs of the summer programs. Employment offers for summer appointment may be rescinded if there is insufficient enrollment and/or lack of need for the program.

**Section 3.** No employee shall be required to work summer assignments unless such employee is a twelve (12) month employee.

**Section 4.** When the abilities and competence of two (2) or more employees seeking the same summer assignment are equal, the senior employee shall be selected [see Appendix D(2)].

**Section 5.** A Classified employee shall for work performed in a classification during the summer, receive on a pro-rated basis, the salary and benefits which are applicable to work performed in the same classification during the regular academic year. However, health and welfare benefits shall not be payable for summer assignment.

**Section 6.** A classified employee shall be given preference over a short-term employee under Article 40, Section 4, for work performed in the same classification during the summer and, if qualified, for work performed in a different classification during the summer. A classified employee who performs summer work in any classification within the same job family as that employee's permanent assignment shall accrue seniority for the summer work.

## ARTICLE 16 - EMPLOYEE SAFETY

**Section 1.** The District shall, upon reasonable request of a classified employee, investigate reported cases of contagious and/or infectious diseases or other health/safety problems which are likely to be detrimental to the health and welfare of the employee.

**Section 2.** The District shall provide safe working conditions for employees.

**Section 3.** Classified employees shall immediately report cases of verbal threats and assault or battery suffered by them in connection with their employment to their immediate supervisor who shall according to the statute report the incident to the local law enforcement authorities.

(a) Employees injured as a result of Section 3 above shall be entitled to receive full pay less any workers' compensation pay received during the term of absence from duty provided same does not exceed one (1) year.

**Section 4.** All cases of verbal abuse shall be immediately reported to the employee's management supervisor or to the Superintendent's designee.

**Section 5.** The District will provide all safety equipment required by the District. Such equipment will remain the sole property of the District.

**Section 6.** Immediately, if possible, upon encountering a condition which presents an imminent hazard to his/her safety, the employee shall notify his/her immediate supervisor. The supervisor shall make a determination as to the extent of the hazard and shall give the employee reasonable instructions in light of this determination. Failure to obey such instruction may subject the employee to discipline under Article 35, which the employee may challenge under the provisions of that Article. "Reasonable Instructions" shall include instructions that give priority to the safety of students.

**Section 7.** No employee shall be in any way discriminated against as a result of reporting conditions believed to be health/safety hazards.

## ARTICLE 17 - SUPERVISION OF PAID AND NON-PAID STUDENT AND VOLUNTEER WORKERS

**Section 1.** The District may assign a paid student worker to assist a classified employee. In such an event, the classified employee shall be responsible for the supervision of the student.

(a) The classified employee shall share with the immediate supervisor the responsibility for the evaluation of the paid student helper.

(b) Notwithstanding the foregoing, no such assignment will be made without the voluntary consent of the individual bargaining unit employee.

(c) Paid student workers will not be assigned to perform work traditionally performed by bargaining unit employees unless such student work is funded by an external source, and does not result in less hours of work for the bargaining unit employee than had existed prior to such assignment.

**Section 2.** The District may assign a non-paid volunteer student helper to a classified employee.

(a) The classified employee shall have the opportunity to be consulted upon the placement of non-paid student workers prior to the assignment to the employee's work station.

**Section 3.** The District will work cooperatively with classified employees on the assignment of student helpers from local training programs.

(a) No student helper will be assigned to work with an employee without an employee's approval.

**Section 4.** (a) The District may not abolish any bargaining unit position and use volunteer workers in lieu of bargaining unit employees who are laid off as a result of the abolition of a position. In addition the District may not refuse to employ a person in a vacant bargaining unit position and use volunteer workers in lieu thereof except upon the mutual agreement of the District and the Association.

(b) It is the intent of the parties to encourage the District to use volunteer workers to enhance its educational program, but not to permit displacement of bargaining unit employees nor to allow the District to utilize volunteers in lieu of normal employment requirements.

(c) It is further the intent of the parties that the interpretation of this Section conform to the intent of Education Code Section 35021 as it existed on January 1, 1983, and to be consistent with 35021 or its successor, if any.

(d) This section applies to both non-employee volunteer workers and bargaining unit employees who perform volunteer work beyond their regular work schedule.

(e) The District shall not coerce or otherwise encourage or discourage bargaining unit employees to perform volunteer work in addition to their regular classified assignment.

## **ARTICLE 18 - TRANSFERS**

**Section 1.** Classified employees may be transferred or may request to be transferred to positions for which they are qualified provided such is in the same salary range and or classification. In the event of all such transfers, the best interest of the District shall be the primary consideration.

(a) A transfer is defined as a movement of a bargaining unit employee from one position or work site to another, but shall not include any redistribution of work consistent with Article 14, subsection (1). If an employee is transferred to a different classification (in the same salary range), the employee shall serve a probationary period in the position to which transferred of one hundred thirty-two (132) days in paid status, exclusive of all leaves except paid holidays and vacations. The probationary period may be extended by mutual agreement between the District, the employee, and the Association. Article 34, Section 4 shall apply to such transferred employees.

(b) Probationary employees (including permanent employees in probationary promotional positions) shall remain in a position for at least one (1) calendar year before a transfer request will be approved, except as mutually agreed by the District and the Association.

**Section 2.** A classified employee may request a voluntary transfer at any time. Such a transfer shall take place only if an opening for transfer is available.

(a) A request for voluntary transfer shall be made in writing to the District Personnel Office.

(b) If a request for voluntary transfer is made regarding a specific position, the written request to the District Personnel Office shall be made during the period of the posting of the vacancy, which shall be for no less than five (5) working days.

(c) (1) If the Superintendent and the receiving supervisor approve, a classified employee requesting voluntary transfer need not go through the screening evaluation, and interview process normally used in evaluating non-employee applicants for a position. Otherwise such process shall be followed. All other factors being reasonably equal, the District employee shall be given preference.

(c) (2) When three (3) or more District employees apply for a vacancy all possess the requisite qualifications for the job, the District shall select one (1) of such District employees for the job. Such selection shall be at the sole discretion of the District and shall not be grievable under this Agreement.

(d) No employee shall be overtly or indirectly pressured by the District to seek a voluntary transfer.

(e) If a voluntary transfer is denied, the classified employee shall upon written request be provided with specific reasons for the denial within ten (10) working days.

**Section 3. Involuntary Transfers.** (a) An involuntary transfer is any transfer not sought or not requested or not agreed to by the employee transferred. Transfers shall not be punitive or disciplinary in nature, absent due process.

(b) Prior to an involuntary transfer, an employee, upon request, shall be given written reasons for the impending

transfer. The District shall make involuntary transfers at any time for the following reasons only:

1. to establish or maintain reasonable staff balance in male-female ratio;
  2. to establish or maintain a mix of experience of such staff;
  3. to establish or maintain a proper ethnic distribution of classified employees throughout the work site;
  4. to establish or maintain necessary capabilities at any school of bilingual instruction;
  5. to accommodate a change in school enrollment necessitating either the addition or deletion of staff; and,
  6. whenever such transfer will benefit the educational program or service, or temporary transfers in the case of emergencies.
7. Any application of factors (1) through (5) shall not be inconsistent with State or Federal law.

(c) If there are two (2) employees or more at a site who are to be considered for transfer based upon the factors listed above, and all other factors are reasonably equal, then the least senior employee (on a District seniority basis based upon seniority number) shall be selected.

(d) (1) An involuntary transfer shall not result in the loss of compensation or any fringe benefit to the classified employee. An employee involuntarily transferred to a higher classification during the terms of this Agreement shall be compensated at the higher classification in accordance with Article 33.

(2) A classified employee may be involuntarily transferred for cause. In such instance, the cause stated for the transfer shall be a part of the employee's evaluation and a written notice defining the cause leading to the transfer shall, upon request, be sent to the employee.

(e) In cases other than involuntary transfers for cause, if the transferred employee requests a transfer pursuant to paragraph 2 of this Article, such employee will receive top priority in filling the open position.

**Section 4. Medical Transfers.** Notwithstanding the other provisions of Article 18, if an employee is medically unable to satisfactorily perform his regular employment duties, the District shall have the option to assign the employee to an alternate assignment which the employee is medically capable of performing, after consultation with the employee. The hours associated with the alternate position shall be no more than approximately the hours formerly worked without the consent of the employee, but may be less than the hours formerly worked. The employee's salary shall be the same as that assigned to the employee's former position, unless the salary for the new position is higher than that of the former position, whereby the employee shall receive the higher salary. Health and welfare



and sick leave will be calculated according to the actual hours worked or the number of hours in the former position, whichever is greater. As positions become available, if medically capable, the employee shall be reinstated to his/her former classification.

An employee who refuses reassignment to an alternate assignment which the employee is medically capable of performing is subject to immediate termination.

In the case of layoffs, layoffs shall be in accord with applicable law. However, in no case shall an employee receive priority on the layoff list solely due to the fact that employee was placed on medical leave prior to being placed on the layoff list.

When an employee has been transferred to an alternate assignment pursuant to the provisions of this Section, and the period of time has elapsed during which that employee would have been entitled to receive paid leave, if the employee is still not medically capable of returning to his/her former assignment, the District may offer the employee continued employment in the employee's alternate assignment. The salary at that time will be the salary associated with the alternate assignment and all fringe benefits including health and welfare benefits and sick leave will be calculated according to the actual hours worked.

The employee at this time has the option to reject further assignment in the new position. If this occurs, the employee's employment with the District shall cease but the employee shall retain all reemployment rights provided under applicable law.

## **ARTICLE 19 - LAYOFF AND REEMPLOYMENT**

**Section 1.** For the purpose of this Article, the following definitions shall apply:

(a) "Layoff" is defined as in the Education Code. Layoff shall occur only for lack of work or lack of funds.

(b) "Class" is defined as job classification such as those listed in Appendix A.

(c) "Job Family" is defined as each of the seven (7) groups related job classifications listed in Appendix A, which are as follows: Secretarial and Clerical; Business; Health; Media and School Aides; Food Service; Maintenance and Operations; and Transportation.

(d) "Lower Class" is defined as a job classification with a lower hourly salary range.

(e) "Equal Class" is defined as a job classification with an equal hourly salary range.

(f) "Seniority" for the purpose of this Article is defined as follows:

1. Seniority for persons hired on or before June 30, 1971, is secured by "date of hire," regardless of number of total hours worked.

2. The District Seniority List, in effect on November 7, 1989 (date of ratification by CSEA), shall be frozen for all bargaining unit members as of that date.

3. The District will assign seniority numbers to bargaining unit members hired after the date of ratification based upon those members' date of hire. "Date of hire" shall mean the unit member's first date of paid service in a probationary position. If two or more unit members have the same date of hire, the District will assign seniority numbers of by lot. In the event a unit member terminates District employment and is rehired within thirty-nine (39) months pursuant to Article 42, Section 6 of the collective bargaining agreement, his/her seniority number shall be adjusted by deleting credit for the period of non-employment.

4. The District will change an employee's seniority number if the employee is on accrued, approved, unpaid leave of absence for 120 workdays or more during any 39 (thirty-nine) month period. The District will make such change when the employee returns from leave. The adjustment will be to subtract the amount of calendar time spent on leave from the original date of hire, thereby placing the employee on the adjusted date of hire. If the employee's adjusted date of hire is the same as other employees, the adjusted employee will have the largest seniority number among such employees.

(g) The classification of Instructional Assistant-Classroom, Infant Center Aide, Pre-School Aide, and Health Clerk (Pre-School) shall be considered one classification for purposes of layoff and reemployment.

**Section 2.** Employees shall receive thirty (30) days written notice of layoffs.

**Section 3.** Employees shall be laid off according to their status in the following order: first, substitute and/or short-term employees; second, probationary employees; third, permanent employees

**Section 4.** Layoffs shall be effected within a class. The order of layoffs within a class shall be determined by length of service. An employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Service shall be based on seniority number in the class plus higher classes, excluding overtime.

**Section 5.** An employee laid off from his or her present class may bump into the next lower class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into lower classes to avoid layoff. An employee may only bump into classes in which the employee has previously been employed in permanent status by the District. However, an employee may bump into a class in which the employee was a probationary employee with the District if the lower class is within the same job family as the position from which the employee was laid off.

(a) In the event an employee to be laid off does not have any bumping rights pursuant to Section 5 above, and if said employee possesses sufficient seniority and qualifications, he or she may bump into an equal or lower class in which he or she has not previously served that one (1) of the following conditions exist:

1. The class into which the employee will bump is part of the same job family as the class from which the employee is bumping; or

2. Due to reclassification action an employee's previously held class has been changed as to job title or salary range in a manner which precludes bumping pursuant to Section 5, above, and however, the duties and qualifications of the reclassified position or class are generally the same as when it was held by the employee.

If the operation of this subsection would allow an employee to bump into more than one (1) class, the District in its sole discretion may designate the one (1) class into which the employee may bump. The intent of this subsection is to reduce the possible adverse impact of other sections of the Agreement on employees in classes subject to layoff and to enhance their job security in a manner consistent with the needs of the District and the qualifications of senior employees. In consideration of the general standards set forth in this subsection, its provisions shall not be subject to the grievance and arbitration procedure of this Agreement. Application of the provisions of this subsection shall be the subject of consultation between the District and the Association and, if no agreement is reached, shall be appealable by the Association to the Board of Education, the decision of which shall be final. The Association does hereby agree to defend, if requested by the District, as well as indemnify and shall save the District harmless against any and all claims, demands, disputes, suits or other form of liability that may arise out of, or by reason of, any action taken or not taken by the District in compliance with this subsection, including the reasonable cost of any defense made necessary by any such claim, demand, dispute, suit or other form of liability.

**Section 6.** An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

**Section 7.** If two (2) or more employees subject to layoff have equal class seniority, plus seniority in higher classes, the determination as to who shall be laid off will be made on the basis of the greater hire seniority, and if that be equal, then the determination shall be made by lot.

**Section 8.** Laid off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their employment shall take precedence over new applicants.

In addition, they shall have the right to apply for promotional positions within the filing period specified in the posting. Upon written request by the employee, an employee on a reemployment list shall be notified of promotional opportunities.

**Section 9.** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

**Section 10.** Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff submit a request to the District for this purpose.

**Section 11.** The employee shall then be placed on a thirty-nine (39) month reemployment list. However, the employee shall not be eligible for reemployment during any other period of time except as may be specified by pertinent Government Code Sections.

**Section 12.** The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District received within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed a reasonable time to terminate his/her retired status.

**Section 13.** An employee subject to this Section who declines an offer of reemployment equivalent or better to that from which laid off shall be deemed to be permanently retired.

**Section 14.** Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within

the meaning of this Section. However, time already on reemployment lists counts as part of the thirty-nine (39) month period set forth in Section 11.

**Section 15.** Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of any opening. Such notice shall be sent by certified mail to the last address given to the District by the employee, and a copy shall be sent to CSEA by the District, which shall fulfill the notification responsibility of the District.

**Section 16.** An employee shall notify the District of his or her intent to accept or refuse employment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within fourteen (14) working days following receipt of the reemployment notice, or on the reporting date specified by the District, whichever is last.

**Section 17.** Upon reemployment, employee shall retain all seniority accrued prior to their layoff.

**Section 18.** The District shall provide the Association with an appropriate seniority roster as far in advance of the implementation of any layoff as is reasonable under the circumstances.

**Section 19.** Employees who accept a position in a lower classification in order to return to paid status shall retain the rights in this Agreement to return to the position from which laid off.

## **ARTICLE 20 - RETIREMENT**

**Section 1.** The District agrees to continue for the duration of this Agreement those contributions toward retirement benefits as required by law.

**Section 2.** Nothing within this contractual Agreement shall prevent a classified employee from retiring as early as age fifty (50) if completed at least five (5) years of service.

**Section 3.** When an employee regularly works four (4) hours or more daily, or eighty-seven (87) hours or more monthly, a deduction will be taken from his/her salary for OASDI (Social Security) and the Public Employee's Retirement System.

**Section 4.** Classified employees who fully retire from the District and who are fifty-five (55) years of age or older and who have served the equivalent of ten (10) years full time classified capacity (twelve (12) months eight (8) hours per day), shall be entitled to receive individual coverage under a District health plan at the expense of the District for a period not to exceed ten (10) years or until the employee reaches age sixty-five (65), whichever is earlier.

## ARTICLE 21 - PERFORMANCE EVALUATION

**Section 1.** The performance of the classified employees shall be reviewed and evaluated periodically.

(a) Permanent employees shall receive a written evaluation at least once a year. The District may elect to evaluate permanent employees with all "standard" or better ratings in the prior written evaluation once every other year. The District will notify employees that they will not be evaluated in the year of [appropriate year] due to their standard or above rating on the prior year's evaluation.

(b) Probationary employees are subject to written evaluation at the end of the second month and each third month thereafter during the probationary period and shall be evaluated at the end of the probationary period.

**Section 2.** The evaluation of classified employees shall be conducted by the employee's immediate supervisor.

(a) All persons responsible for evaluation will be trained periodically in the skills of evaluation.

(b) All evaluations conducted by persons not designated as management shall be reviewed and countersigned by the designated management person to the area of employment of the employee in question.

(c) The evaluator and the employee shall discuss the evaluation, the employee being evaluated, and the management supervisor if the evaluator is not a designated management person. The employee's signature indicates only that the employee has seen the evaluation, and does not necessarily indicate concurrence with the evaluation.

(d) Every effort shall be made to complete all evaluations no later than May 30 of each year. Employees shall be given a copy of their proposed evaluation at the time the employee signs it or is given an opportunity to sign it.

(e) A copy of each evaluation shall be placed in the employee's personnel file. The employee may submit an attachment to the evaluation if it is believed that clarification of the employee's position is desired or if the employee believes statements on the evaluations are incorrect. No evaluation shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator.

(f) In the event the evaluator assigns a "Weak" or "Unsatisfactory," the evaluator shall include an explanation of the reason(s) for such markings and provide recommendation(s) for ways to improve performance. The foregoing shall not apply if the evaluator recommends termination.

**Section 3.** Unscheduled performance evaluation reports recognizing outstanding or significantly improved performance may be made at any time by the employee's supervisor. Such reports may be made a part of the employee's personnel file with the employee's permission.

**Section 4.** Only the evaluation process and not the evaluation itself shall be grievable under this Agreement.

**Section 5.** Notwithstanding Section 4 above, alleged false statements of fact may be appealed to the Superintendent or his/her administrative designee, whose determination shall be final.

**Section 6.** Evaluations for classified employees are meant to be corrective in nature rather than punitive and not to be used as a means of disciplining an employee, but rather as a means of formal notification of performance which, if deficient, and if the deficient performance continues, may lead to disciplinary action. The use of performance evaluations in disciplinary action shall be limited to a showing that the District has notified the employee of perceived deficient performance, and the employee's rebuttal, if any, shall be considered in determining the applicability of the evaluation to the proposed discipline.

## **ARTICLE 22 - COMPLAINTS FROM THE PUBLIC**

**Section 1.** Any citizen or parent complaint concerning a classified employee shall be reported to the employee by the administrator receiving or having knowledge of the complaint, if the complaint is deemed substantial.

**Section 2.** Should either the involved classified employee or the immediate supervisor of the employee and/or other District level administrator believe that such complaint warrants a meeting with the complaint, a meeting with the complainant shall be attempted to be arranged. Any meeting between a classified employee and a complainant regarding a complaint reported to the classified employee by an administrator shall be with the prior knowledge of the immediate supervisor and the immediate supervisor and/or other District level administrator may be present at any such meeting. The affected employee shall be entitled to make a reasonably appropriate response to the complaint at this time.

## **ARTICLE 23 - PERSONNEL FILES**

**Section 1.** The Board shall maintain the personnel files of classified employees at the District Central Offices. Such files shall be available for inspection as set forth hereafter.

There shall be no right of inspection to any other files relating or pertaining to classified employees which may be kept by building administrators or others, but any disciplinary action taken against a classified employee may be based only on materials which are contained or placed in the District Office personnel file. Employees shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the employee's personnel file. The foregoing shall not preclude the imposition of discipline including termination prior to the expiration of the ten (10) day period.

**Section 2.** Every classified employee shall have the right to inspect his or her personnel file upon request provided that the request is made at a time when such person is not actually required to render services to the Board and when the Personnel Assistant responsible for the employee files is available to be in attendance. Personnel files, which may be inspected, shall not include such materials as rating, reports or records which were obtained prior to the employment of the person involved or were prepared by identifiable examination committee members or were obtained in connection with a promotional examination.

**Section 3.** Information of a derogatory nature, except materials mentioned in Section 2 above shall not be entered or filed unless, and until the employee is given notice in accordance with Section 1 of this Article. An employee shall have the right to enter, and have attached to any such derogatory statement, his / her own comments thereon. Such review shall take place during business hours, and the employee shall be released from duty during other than student hours for this purpose without salary reduction.

**Section 4.** All classified employees who want to inspect their personnel file shall make an advance appointment. Personnel files shall be available for inspection during regular office hours each day the office is open for business and during the Central Office lunch hour at least two (2) days per week.

**Section 5.** For the purpose of confidentiality, each personnel file at the District Central Office shall have a sheet provided therein for any person who inspects the file to indicate his or her name and the date of inspection. The District shall issue instructions that all persons, except clerical personnel, shall sign and date such sheet.

**Section 6.** All material of any evaluative or derogatory nature placed in a personnel file shall indicate the date it was prepared or placed in the file and who was responsible for its preparation.

**Section 7.** The Association has the right to inspect an employee's personnel file upon presentation of written authorization from that employee. Such inspections shall be at reasonable times and in accordance with Sections 2 and 5 of this Article.



## ARTICLE 24 - SALARIES

**Section 1.** (a) The salary schedule for all classified employees is set forth in Appendix B attached. The salary schedule will be increased by COLA + 1% effective July 1, 1990 and COLA + 1% effective July 1, 1991.

(b) Effective September 1, 1985, and each month thereafter, the District shall pay each participating unit member's contribution to the Public Employees Retirement System (PERS).

**Section 2.** Guidelines for computing the amount of each salary payment:

(a) Paychecks for all employees working regular assigned hours will be computed accordingly. Bargaining unit members working a full month shall be paid according to the monthly salary chart using the appropriate percentage: 8 hrs. = 100%, 6 hours = 75%, 4 hours = 50%.

(b) Any unit employee who works a partial pay period will be paid only for those days (or hours) worked and/or in other days (or hours) in paid status.

(c) The paycheck for the last pay period in which a unit employee is in a paid status will reflect payment only for the hours worked and any and all necessary adjustments.

(d) For purpose of this Article, a part-time employee is any employee who works less than eight (8) hours per day.

**Section 3.** Classified employees who must travel in the course of employment between duty stations in their own vehicle during duty hours, will receive compensation for mileage at the rate provided for by the Internal Revenue Code. (At the time the mileage is driven.)

**Section 4.** Salary warrants are available to classified employees as follows:

(a) Cafeteria workers working six (6) or less hours per day are paid semi-monthly.

(b) Hourly transportation workers are paid semi-monthly.

(c) Part-time employees working regularly assigned hours are paid on or before the last working day of the month.

(d) Full-time employees are paid on or before the last working day of the month.

**Section 5.** Classified personnel shall receive a statement of correction and supplemental payment within five (5) workdays from the time an error in pay is detected or reported by the employee.

**Section 6.** Members of the bargaining unit paid out of other than unrestricted funds shall be treated comparably with other employees affected by this Article.

**Section 7.** Effective January 1, 1985, unit members who have completed nine (9) or more years of continuous District

service shall be paid an additional salary stipend of \$20.00 per month, commencing the first month of their tenth year of employment, after January 1, 1985, and unit members who have completed fourteen (14) or more years of continuous District service shall be paid a total additional salary stipend of \$50.00 per month (\$20.00 for 10 years plus \$30.00 for 15 years), commencing the first month of their fifteenth year of employment after January 1, 1985.

**Section 6.** The anniversary date for any employee hired on or before November 30, 1979, shall be July 1. The anniversary date for an employee hired on or after December 1, 1979, shall be the date on which the employee obtained permanent status.

## **ARTICLE 25 GUIDELINES FOR OVERTIME WORK**

**Section 1.** In determining a employee's eligibility for pay at the overtime rate, all paid status time must be considered as time actually worked. This includes sick leave, industrial accident leave, paid vacation and holidays, or any other paid leave, in addition to actual time worked.

**Section 2.** The normal workday shall be eight (8) hours; the normal workweek forty (40) hours. Hours worked above eight (8) hours in any day are overtime, even though the total hours for the workweek are not over forty (40). The District will compensate for overtime at a rate of one and one-half (1 1/2) times the hourly rate set forth in Appendix B.

**Section 3.** The workweek is five (5) consecutive days for employees. Work on the sixth (6th) and or seventh (7th) day will be compensated at one and one-half (1 1/2) times the hourly rate set forth in Appendix B. Employees whose average workday is less than eight (8) hours per day shall be paid straight time up to eight (8) hours per day for five (5) days and will be compensated at time and one-half (1 1/2) for work on the sixth (6th) and seventh (7th) consecutive day.

**Section 4.** When compensatory time off is authorized, in lieu of cash compensation, such time must be approved by the immediate supervisor. Employees may elect cash compensation in lieu of accepting compensatory time off. The election shall be made in the pay period in which the overtime was worked.

**Section 5.** Overtime shall be offered in such a manner as to distribute as equally as is practical.

**Section 6.** Overtime or extra time must be ordered and authorized by the District before compensation or compensatory time off is approved.

**Section 7.** The District shall not allow employees to perform overtime or extra time work without the payment of compensation at the applicable rate of pay. Employees who perform

work in variance with this provision may be subject to disciplinary action.

**Section 8.** Notwithstanding the provisions of Section 2 of this Article, the District may establish a ten (10) hour per day, forty (40) hour, four (4) consecutive day workweek for all, for certain classes of the bargaining unit, or for bargaining unit members, within a class when, by reason of the work location and duties actually performed by such bargaining unit members, their services are not required for a workweek of five (5) consecutive days, provided the establishment of such a workweek has the concurrence of the concerned bargaining unit members(s) as determined by the Association. When a four (4) day workweek is established, the overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed ten (10) hours. Work performed on the fifth (5th), sixth (6th), and seventh (7th) days shall be compensated for a rate equal to one and one half (1 1/2) times the regular rate of pay of the employee designated and authorized to perform the work.

## **ARTICLE 26 - EMPLOYEE BENEFITS**

**Section 1.** For the duration of this Agreement, the District shall contribute to each full-time classified employee covered by this Agreement an amount equal to the combined cost of Kaiser family coverage, dental insurance as provided in Section 2 below, and life insurance as provided in Section 3 below toward the purchase of employee benefits set forth in this Article. Such benefits shall be paid in ten (10) monthly installments which will provide coverage from October 1 to the following September 30 of each contract year.

**Section 2.** Each classified employee shall have deducted from the above amount a sum equal to the composite premium for a dental insurance program with a one thousand five hundred dollar (\$1,500) cap per year. It is required that all employees participate in this program.

**Section 3.** Each classified employee shall have deducted from the above a sum equal to the premium for a five thousand dollar (\$5,000) term life insurance policy. It is required that all employees participate in this program.

**Section 4.** Each classified employee shall have deducted from the above amount a sum equal to the premium for a short term disability plan with Pacific Educators, Inc. It is required that all employees participate in this program. (Employees may elect to pay this premium through a payroll deduction rather than deducted from the fringe benefit amount.)

**Section 5.** Classified employees may elect to have the remaining amount (the amount set forth in Section 1 less dental insurance and life insurance premiums) and disability premium, if paid from benefit package, credited to the

premium cost of the health insurance and/or income protection plan(s). Employees may elect the health insurance plan offered by the Kaiser Foundation Health Plan, Partners, or Health Net. Any additional premium cost of Inland Health Plan or Health Net above that for Kaiser shall be borne by the employee if it exceeds the amount contributed to the employee under Section 1. The District may add additional health insurance carrier(s) at its option.

**Section 6.** Classified employees upon proof of medical coverage and who do not select a Group Health plan may elect to request that the balance in Section 5, above, be credited to a program of Tax Sheltered Annuity purchase. Tax Sheltered Annuities shall be of the classified employee's choice. If such an election is the choice of the employee, the employee shall show evidence of health insurance coverage from another source. Tax Sheltered Annuities purchase may be made with that portion of the Group Health plan not utilized by the participating employee. TSA's shall be calculated in relation to full-family Kaiser (as previously calculated), with caps set as follows:

	Life, Medical, & Dental Insurance	TSA's
1988-89	\$3687	\$3240
1989-90	\$4150	\$3340
1990-91	\$4482	\$3440
1991-92	\$4841	\$3540

If the cost of the fringe benefits exceeds these amounts, the District and the Association will meet again to discuss options in terms of how to fund the additional cost of fringe benefits. The District will not pay any additional monies. Options would be to cut benefits, find another carrier, or reallocate monies that are already committed. TSA's are capped at \$100 additional each year.

The total amount of TSA's due an employee shall be paid in one lump sum by July 30 of the year in which the TSA was accrued.

**Section 7.** Classified employees on leave without pay shall have the option of continuing health, dental, and life insurance premiums at their own expense during the period of the unpaid leave.

**Section 8.** Those employees on the payroll as of November 23, 1976, who work less than eight (8) hours per day but four (4) hours or more per day shall receive the full benefits set forth in Section 1 of this Article. Employees who work less than four (4) hours per day shall receive no contributions under this Article. Employees hired after November 23, 1976, who work four (4) hours or more shall receive a pro-rated amount based on a ratio in which the numerator is the number of hours worked per day and the denominator is eight (8). Thus, by way of example, a four (4) hour employee is entitled to a maximum contribution that is fifty percent (50%) of the sum set forth in Section 1.

## ARTICLE 27 - PAID LEAVES OF ABSENCE

**Section 1.** The only leaves of absence for which compensation may be paid are set forth below.

**Section 2.** All personnel shall be entitled to sick leave benefits and such sick leave benefits shall be accumulative and transferable. Such sick leave benefits may be used for personal illness and personal necessity as established in this Agreement.

**Section 3.** Sick leave benefits are accrued at the rate of .04598 hours of sick leave for each hour of paid service, or one (1) day (eight [8] hours) for each month of full-time employment.

(a) Less than twelve (12) month classified employees who work summer assignments shall receive credit for sick leave in the amount proportionate to the extra hours worked.

(b) All sick days earned from regular or summer assignments are applied to accumulative sick leave of the employee.

(c) Accumulated sick leave may be used for illness absences from regular or summer special assignments.

**Section 4.** The District shall comply with the provisions of the first five paragraphs of Section 45191 of the California Education Code, as said Section is amended from time to time.

(a) Any employee may be entitled to convert unused sick leave to be used for retirement credits in accordance with applicable law.

**Section 5.** An illness absence shall be an absence of the classified employee due to illness or disabling condition which prevents the employee from performing his or her assigned functions including but not limited to the following: physical or mental illnesses, medical, dental or psychiatric appointments that cannot be reasonably met during out-of-work hours, and any physically disabling condition which prevents the employee from performing assigned duties.

**Section 6.** A doctor's certificate or other proof of illness or disabling condition may be required by the District for any illness or disabling condition which the absence is three (3) days or more or when under reasonable circumstances the classified employee has been informed that verification for future absences will be required. Such verification statements may be required by the Personnel Office.

**Section 7.** When a classified employee is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, and accrued sick leave is exhausted, the amount deducted from the salary due him/her for any month in which the absence occurred shall not exceed the sum which is actually paid a substitute employee employed to fill their position during the absence.

**Section 8.** In lieu of entitlement of extending sick leave pursuant to Section 7, above, employees with at least five (5) years of continuous service shall be entitled to the following:

(a) For the first (5) consecutive days of each such absence, the employee shall receive the difference between the employee's salary and the salary actually paid a substitute employee and

(b) After the first five (5) consecutive days of an absence in paragraph (a) above, the employee shall receive extended sick leave benefits at fifty percent (50%) of the employee's regular rate of pay, as provided below. Employees shall once each school year be credited with a total of one hundred (100) days of extended sick leave including days to which he/she is entitled under Sections 3 and 7, above, including accumulations. For example, if an employee out ill for fifty (50) days has ten (10) days of accumulated sick leave when the illness starts, the employee will receive regular pay for the first ten (10) days, differential pay for the next five (5) days, and fifty percent (50%) pay for the remaining thirty-five (35) days. If later in the school year the employee is out ill for another fifty (50) days, the employee will receive differential pay for the first five (5) days and fifty percent (50%) pay for the remaining forty-five (45) days.

**Section 9.** (a) The District shall provide for a leave of absence from duty for the classified employee who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

(b) Disabilities caused or contributed to be pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District. Except as provided herein, written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

**Section 10.** Classified employees may use at their election accumulative sick leave not to exceed six (6) days per year for cases of personal necessity for the following reasons using the procedures below:

(a) Personal necessity not requiring advance notification to be absent from duty but must show proof of need for use of personal necessity.

1. Serious illness or death of a member of the immediate family beyond that provided under Section 11 below; immediate family is defined as inclusive of all those relative so listed under Bereavement Leave in this Agreement.

2. Accident involving their person or property, or the person or property of a member of the immediate family.

(b) Personal necessity requiring advance notification before being absent from duty:

1. Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

2. Personal business not to exceed three (3) days per year. In order to take personal business leave a written request must be made at least three (3) working days prior to the date of such leave, unless urgent and unforeseen circumstances preclude this. Such leave may not be taken the first five (5) and the last five (5) days of any school semester or the day before or after a holiday or vacation, except with the express written approval of the Superintendent or designee for situations requiring the employee's absence and which cannot be scheduled at a different time. Personal business leave must be taken in at least one half (1/2) day increments. Personal business leave must be taken in at least one-half (1/2) day increments. The number of employees on personal business leave on any day may not exceed ten percent (10%) of each department or school. The foregoing shall not preclude personal business leaves requested by an employee in departments with ten (10) or less employees. Approval of personal business leave request is subject to the reasonable approval of the District.

3. Paternity and / or maternity absences of two (2) days per year shall be granted provided such absences are taken just before, during or immediately following the birth of the child or the adoption of a child.

4. Religious holidays normally standardized by the religious denominations may be observed by personnel upon request as long as the total number of personal necessity days is not exhausted.

**Section 11.** Classified employees shall be granted bereavement leave without loss of pay for a period not to exceed five (5) days in the event of death in the immediate family or in-laws. ("Immediate Family" means those relatives or step-relatives bearing the following relationship to employee claiming bereavement leave, or to the employee's spouse: mother, father, son, daughter, brother, sister, grandparent, grandchild, or any person living in the employee's household.) With respect to the death of a foster parent, or foster children, the employee may utilize available personal necessity leave. Employees who use more than their bereavement or available personal necessity leaves shall be in unpaid status for such additional leave.

**Section 12.** Classified employees under this agreement who are absent from duty because of industrial illness or injury qualifying for Workers' Compensation and who have been continuously employed by the District for at least two (2) years, are granted Industrial Accident and Illness Leave. Such

leave shall apply from the first day of any such absence from duty to and including the last day of such absence from duty but not exceeding sixty (60) working days in any fiscal year for the same industrial accident or illness. Such leave shall not be accumulative from year to year.

(a) The amount of salary paid to personnel on Industrial Accident or Industrial Illness leave shall be the same as the individual normally received prior to the accident. In such cases, the employee shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws.

(b) Upon termination of sixty (60) days of absence because of industrial accident or illness, whether they are receiving Workers' Compensation benefits or not, personnel may use that portion of accumulated sick leave, compensating overtime and/or vacation, so as to maintain their income not to exceed their regular salary and accumulated compensatory time and/or vacation.

(c) During the period of Industrial Accident or Illness leave, the District shall issue personnel appropriate salary warrants and shall deduct retirement and other authorized contributions from such warrants.

(d) Any employee receiving benefits under this Section shall, during the period of injury or illness, remain within the State of California unless otherwise authorized by the District.

(e) Reporting industrial accidents and/or industrial illnesses shall be the responsibility of the classified employee so inflicted within twenty-four (24) hours of the time of said accident or illness and/or such time as twenty-four (24) hours relates to the next working day, if physically able, and in any case as soon as possible.

**Section 13.** When classified employees are called to temporary military service, they shall be released without loss of salary as required by applicable law.

**Section 14.** A classified employee shall be entitled up to thirty (30) calendar days of paid leave or such additional paid leave as required by law, determined by a court of competent jurisdiction, for jury duty when legally summoned to such duty. Any salary received for jury duty services shall be reimbursed to the District. An employee called to jury duty but released with at least two (2) workable hours of his/her normal assignment shall report immediately to his/her job site supervisor and serve for the remainder of the workday. However, any employee whose regular assigned shift begins between 4:00 p.m. and 3:00 a.m. shall not be required to report to work on any day on which the employee is required to serve the entire day on jury duty. Nothing in this Section shall have as its purpose or effect a tendency to encourage employees to seek exemption from jury duty.



**Section 15.** All employee leaves under this Article shall be considered leaves with pay and a continuation of all job benefits shall be paid by the District, and seniority shall continue to accrue during periods of leave with pay.

**Section 16.** When all available paid leaves of absence have been exhausted and if the employee is not immediately able to assume the duties of the person's position, the person shall be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in the first vacant position in the class of the person's previous assignment, subject to the provision of Article 18. A person on a reassignment list who has been medically released to return to duty and who fails to accept an assignment in the previous class within ten (10) working days shall be dismissed.

## **ARTICLE 28 - NON-PAID LEAVES OF ABSENCE**

**Section 1.** All leaves described under this Article shall be without pay during the term of leave, when approved by the Board of Education. The regular pay received by the employee on leave and all benefits from employment shall be discontinued.

**Section 2.** Whenever feasible, a classified employee returning from a non-paid leave of absence approved by the Board of Education will be returned to the job classification and site to which the employee was assigned before the approved leave. If it is not feasible to return the employee to this exact job site, the District will attempt to return the employee to a position as similar to the one the employee left as feasible.

**Section 3.** Personal leave of absence may be requested by the classified employee. Leaves of absence for personal reasons, five (5) days or less, may be approved by the Superintendent. All requests for personal leave greater than five (5) days shall be submitted to the Board of Education for its consideration. The granting of any such leave is solely at the discretion of the Board or of the Superintendent as the case may be.

**Section 4.** The Board may approve a leave of absence not to exceed one (1) year and not to be less than one (1) academic semester for the purpose of attendance and enrollment of the classified employee in a course of study at an accredited institution in an area relating to the general assignment or for the purpose of study or retraining.

**Section 5.** Employees shall be granted military leave as required under applicable law and shall retain those rights and privileges guaranteed under such law.

**Section 6.** A leave for the purpose of child care (post maternity) may be approved by the Board of Education upon request of a classified employee. A child care leave may be requested to begin at any time after the beginning of the term of

pregnancy and as late as that date established by the employee's physician as the time at which the employee is defined as disabled and unable to perform her assigned functions. In no case shall child care leave be approved for a period longer than two (2) consecutive semesters. The child care leave is designed primarily for the post natal care of an infant and may ordinarily only be approved for that purpose.

**Section 7.** An extended illness leave may be approved by the Board upon the request of a classified employee whose condition of health is determined by a licensed physician as such that the employee is prevented from performing his/her professional functions. Such determination shall be provided to the District in a written statement from a licensed physician. Any such leave shall not be more than six (6) months unless the Board provides otherwise. Request for early return is subject to approval by the Board.

**Section 8.** When no other leaves are available and when prior request has been submitted setting forth reasons for such leave, the District may grant an employee a leave not to exceed one (1) working month.

**Section 9.** Classified employees on approved unpaid leave for a period greater than fifty percent (50%) of a given employee's workyear shall not receive credit for annual salary increment for the year of the leave.

## **ARTICLE 29 - GRIEVANCE PROCEDURE**

**Section 1.** The purpose of this grievance procedure is to provide means by which rights disputes may be resolved in an equitable and efficient manner. A grievance is a claim by an employee covered hereby that a provision of this Agreement has been or will be violated by the District and that because of such violation his or her rights have been or will be adversely affected. A grievance shall not include any claim or request to challenge, change, amend or add to existing policy, rules or regulations, or to adopt or negotiate new policies, rules or regulations. In the event of any inconsistency between the foregoing and this Agreement, this Agreement shall prevail. The Association specifically waives its right to grieve any and all employer-employee relations matter for which a different method of review is provided by law. A grievance also shall not include any alleged unfair labor practice, any matter arising under the Workers' Compensation Law, any matter arising under the Unemployment Insurance Law, or any matter for which a different method of review is specifically provided by law with the exception of matters relating to safety, matters which the parties agree shall be subject to the grievance process in lieu of being subject to another method of review, and matters subject to the grievance procedure under other Articles of this Agreement. In all cases in which a matter is grieved and resolved, this shall be the final resolution of the matter and no party shall be entitled to seek review of the same matter before

another entity. Similarly, in all cases in which a matter is submitted for review and resolution by a different mechanism other than through the grievance procedure, resolution of that matter through this other mechanism shall constitute final resolution of the matter and the matter shall not be subject to this grievance procedure. A grievance shall not include Article 35 on suspension, demotion and dismissal or other rules and regulations of the School Board. In cases involving a claim that the terms of Articles 7 and 9 have been violated, the Association shall have the right to file a grievance on its own behalf. In all other cases, there shall be no such right. The District shall not take the position in any grievance proceeding pursuant to this Article that the fact that an individual employee has elected not to file a grievance as to particular District conduct, under circumstances in which the Association has no right under this Agreement to file a grievance, establishes that the Association has acquiesced to such conduct.

**Section 2.** Should a grievance arise, it shall be handled in the following manner:

(a) An employee's grievance must be submitted orally in an informal conference to the employee's immediate management supervisor within twenty (20) working days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance. However, under no circumstances may a grievance be initiated any later than six (6) calendar months after the occurrence of the act or omission giving rise to the grievance. If the matter is not resolved at the informal conference, the grievant may within ten (10) working days after the informal conference, whether or not there is an informal response, present his or her grievance in writing to his or her immediate management supervisor.

(b) The grievance shall be reduced to writing and signed by the grievant and shall state the circumstances on which the grievance is based, the date of occurrence, the identity of the employee or employees who claim to be aggrieved, the specific sections and terms of this Agreement allegedly violated, and the remedy sought. A grievance may include more than one (1) employee provided the issue is identical for each, and all employees affected thereby sign the grievance form if possible.

(c) The Management Supervisor shall answer the grievance in writing within ten (10) working days after receipt.

(d) In the event the grievance is not satisfied with the answer given, the grievant may appeal the decision on the form mutually agreed to by the Association and the District to the Superintendent or his/her designee within ten (10) working days after the receipt of his or her management supervisor's decision. The Superintendent or his/her designee will communicate a decision in writing within ten (10) working days of receipt.

(e) Any grievance not processed by an employee in accordance with the time limits set forth herein shall not be subject

to binding arbitration and shall be considered settled on the basis of the decision last made by the District. If at any step the District fails to respond to a timely manner, the grievant may proceed to the next step.

(f) A grievant shall be entitled, upon request, to representation by the Association at any grievance meetings. An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. The Association shall be provided with a copy of any grievance filed by an employee directly and any response by the District prior to resolution of any grievance.

(g) A reasonable amount of release time will be granted to one (1) Association representative to process any grievances.

(h) No reprisals of any kind will be taken by the District or the Association against any grievant, the Association or any participant in the grievance procedure because of the fact of such participation.

(i) Grievance forms and other forms necessary to the operation of the grievance procedure shall be agreed upon by the District and the Association. The costs of typing and reproducing such forms shall be borne by the District.

(j) If a grievance involves significant numbers of employees or district-wide application of this Agreement, the grievance shall be submitted by the Association at Section 2(d); the Association must initiate all grievances in accordance with the time limits set forth in Sections 2(a) and 2(d).

**Section 3.** (a) Grievances which are not concluded pursuant to the procedures set forth in Section 2 and which the Association desires to appeal, shall be submitted to binding arbitration as set forth in this paragraph, provided that written notice is given to the District by the Association within twenty-two (22) working days after the answer of the Superintendent or his/her designee is received. Only the Association shall have a right to appeal a grievance to binding arbitration.

(b) Upon receipt of the Association appeal, the District and the Association shall meet to select an arbitrator. The arbitrator shall be selected from the following panel, unless the District and the Association agree otherwise. Each party shall alternately strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

Richard Calister  
Edna Francis  
Joe Gentile  
Bill Haney  
Emily Maloney  
Ken Perea  
Phil Tamoush

(c) The fees of the arbitrator shall be shared equally by the parties. Either party may request a transcript of the proceedings and the party requesting such transcript shall bear the cost. Each party shall bear the expense of the presentation of its own case. The Board shall provide reasonable release time for the Association representatives, the grievant, and the Association witnesses for any time spent at any arbitration. However, the Association will make every reasonable effort to call only necessary witnesses and to avoid cumulative testimony. Furthermore, every reasonable effort will be made by the Association to call witnesses on a staggered basis so as to avoid one (1) or more witnesses to testify while another witness is testifying. Witnesses called by the Association will only be entitled to reasonable release time for periods of time they are waiting to testify in those instances where such waiting time is not reasonably avoidable. No compensation will be paid to witnesses called by the Association for any time required to attend an arbitration proceeding other than during normal scheduled working hours. Arbitration shall be conducted, taking into consideration the calendar of the arbitrator, at reasonable mutually agreeable times.

(d) The decision of the arbitrator shall be binding, except to the extent limited by applicable law.

(e) The arbitrator shall have no power to alter, amend, change, modify, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, as well as briefs, if any, submitted by the parties. No finding shall be retroactive, and the arbitrator shall have no authority to hear and issue a finding upon more than one (1) grievance at a time unless the District and the Association expressly agree otherwise.

### **ARTICLE 30 - PHYSICAL AND MENTAL EXAMINATIONS**

**Section 1.** Each classified employee is required to provide evidence that he/she is free from tuberculosis. This may be in the form of a chest x-ray, Tine test and/or a statement from a medical doctor that tuberculosis is not evident. A report of this examination shall be on file in the Personnel Office by October 1st every four (4) years. The District will pay the fee as charged in September of each year by the Lung Association of Riverside County, or successor organization, for each x-ray given to a classified employee.

**Section 2.** The District may require a classified employee to submit to a psychiatric examination when reasonable cause exists to believe that the employee is suffering from mental illness of such a degree to render the employee incompetent to perform assigned duties. Such examination shall be conducted at District expense by a physician selected by the District. The District will arrange for the appointment and if possible have it scheduled during the employee's normal workday.

**Section 3.** The District may require a classified employee to submit to a complete physical examination to be paid by the District by a physician selected by the District when good cause exists to believe that the health of the employee is a detriment to the performance or professional responsibilities. The District will arrange for the appointment and if possible have it scheduled during the employee's normal workday.

**Section 4.** Time spent in conjunction with the examination specified in Sections 2 or 3 above, shall be time in paid status at the straight-time rate. Additionally, the District shall reimburse the employee for any mileage (unless the District offers to provide transportation.)

### **ARTICLE 31 - RECRUITMENT AND SELECTION OF PERSONNEL**

**Section 1.** Notices of all job openings will be distributed to Principals, heads of services, and building representatives of CSEA, who will be responsible for posting them on the classified bulletin board.

**Section 2.** The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the salary range, and the deadline for filing to fill the vacancy.

**Section 3.** Notices concerning tests, vacancies, assignments, etc., must be posted for at least five (5) working days, and if changes might affect an employee not working because school is not in session, notices shall be mailed to probationary and permanent classified employees who may be affected by changes and who will not be reporting for work during periods when such employees are not normally required to work, and who have previously requested the information, or who requested such information in writing.

**Section 4.** The District shall not employ any students under any secondary school or college work-study program, or in any state- or federally-funded work experience program in any position that would directly or indirectly, detrimentally affect the wages, hours, transfer or reassignment of any employee in the bargaining unit.

**Section 5.** After employment, each change in classification each affected employee in the bargaining unit shall receive a copy of the job description, a specification of the monthly and hourly rates applicable to his or her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

### **ARTICLE 32 - GENERAL EMPLOYMENT REQUIREMENTS**

**Section 1.** Each person employed in the District shall be fingerprinted at the County Sheriff's Office within ten (10) days working days of the date of employment. All costs for fingerprinting shall be paid by the District.

**Section 2.** Each candidate for a probationary appointment may be required to pass a medical examination conducted by a physician designated and paid by the school District. All bus drivers must have a physical examination at the District's expense at least once every two (2) years.

### **ARTICLE 33 - ASSIGNMENT OF CLASSIFIED EMPLOYEES**

**Section 1.** The District shall have authority to assign each new classified employee. Such assignment shall be made in accordance with the employee's qualifications and needs and best interests of the school District. Transfer of current employees shall be made only in accordance with the Transfer Article of this Agreement.

**Section 2.** No employee shall, without the employee's voluntary written consent, be assigned the duties of a position other than their regularly assigned position for more than ninety (90) working days in any twelve (12) month period. An employee assigned duties in a higher classification shall have the salary adjusted upward for the entire period required to work in a higher classification.

**Section 3.** If assigned to duties normally performed by employees in a higher classification, the employee shall receive the salary range assigned to the higher classification on the lowest step which will give an increase over the employee's regular salary. In no event shall an employee working in a higher classification receive less than ten percent (10%) above the regular rate of pay.

**Section 4.** In cases where an employee is lawfully temporarily reassigned to a different position of an equal or lower salary range, the employee shall be permitted to retain the step and salary he/she held in the former position.

**Section 5.** Whenever the duties performed by an incumbent in a position are not reflected in, or reasonably related to, the specific statement of duties required to be performed as set forth in the job description for the position, the employee shall be reclassified or granted pay for work out of classification in accordance with the criteria and procedure set forth below.

**Section 6.** Where the duties performed are not fixed and prescribed for the position, or reasonably related thereto, and where upon the completion of which, such duties or related duties will not be extended or needed on a continuing basis, the employee shall be entitled to any upward adjustment for the entire period such temporary duties were performed, provided that the assignment was for a period of more than five (5) working days during any fifteen (15) calendar day period. It is the intent of this Section to permit the District to temporarily work bargaining unit employees outside their normal duties, but in so doing to require that some reasonable additional compensation be provided the employee during such temporary assignment. The District agrees that it will not assign employees to out of classification work for the purpose of avoiding payment under this Section.

**Section 7.** (a) Where the duties performed are not fixed and prescribed for the position, or reasonably related thereto, and where the duties will be extended or needed on a continuing basis, the position should be reclassified. It is the intent of this Section to provide for reclassification where there has been a substantial or significant increase or change in the duties being performed by incumbents in such position, where such increases or changes are not temporary in nature. Reclassification of positions and the effects on incumbents shall take place only in accordance with Section 9, below.

(b) Reclassification is distinct and separate from the upgrading of salary ranges of position where the duties have not substantially or significantly increased or changed. Such upgrades are not subject to the provisions of this Article, but shall be subject to the collective bargaining process when salaries are next open for negotiation.

**Section 8.** The Grievance Procedure of this Agreement shall be used for claims for pay for work out of classification but not for proposals that position(s) be reclassified.

However, if at any level of the Grievance Procedure the parties agree that the issue is reclassification, the time limits in the Grievance Procedure shall be held in abeyance to allow the parties to implement Section 9, below. Should such be unsuccessful, the Grievance Procedure may then again be used to continue to pursue the issue of "working out of classification."

**Section 9.** (a) This procedure shall be used for disputes regarding reclassification of positions as defined in Section 7, above.

(b) The parties shall meet and consult regarding any reclassification matters that arise under Section 8, above. If agreement is reached between the parties, the result shall be submitted to the Board of Education and if ratified shall be incorporated into this Agreement.

(c) Except as provided in Section 8, above. If agreement or Board ratification is not attained, the status quo shall remain in effect until the next annual negotiations reopener, at which time those segments of the reclassification issue that are within the scope of bargaining shall be subject to negotiations. For purposes of this Section, "status quo" shall include the job duties, salary ranges, minimum qualifications, and job titles assigned such positions by the District.

**Section 10.** The District will comply with PERB law when it establishes or creates a new job classification or makes a significant change in the duties of an existing classification to which this Agreement applies. The Association has the right to grieve Article 33, Section 10, and the loser will pay for the cost of the arbitration.

**Section 11.** When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position and shall be assigned the same step that they previously held prior to reclassification.



**Section 12.** Any involuntary downward adjustment of any position or class of positions shall be considered a demotion and shall take place only as a result of following the layoff or disciplinary procedures of this Agreement.

**Section 13.** The salary range for a Food Service Assistant I shall be "5" for the first year of employment, and shall be raised to "7" after the employee successfully completes one continuous year of District employment as a Food Service Assistant I and one (1) course in sanitation, food services or other similar course. All course work shall be preapproved by the Food Service Manager, and shall be done on nonwork time. All Food Service Assistant I employees hired on or before January 1, 1985, shall move to salary range 7 effective January 1, 1985, upon proof of compliance with the course requirement set forth above; such employees shall remain in their current column placement until their next regularly anniversary date. CSEA and the District shall submit a list of approved courses to the Food Service Manager.

### **ARTICLE 34 - PROBATIONARY AND PERMANENT STATUS**

**Section 1.** All original appointments of classified employees, after November 31, 1979, shall be to a probationary period of one hundred ninety-five (195) days in paid status. Such probationary period shall be extended for any paid or unpaid leave longer than ten (10) days, so long as the probationary period does not extend beyond one (1) year.

**Section 2.** Such probationary employee may be demoted, suspended or dismissed at such time during the probationary period and such action shall not be subject to the grievance-arbitration procedure, or to Article 35. Any dismissal notices under this Section shall indicate only that the dismissal is a probationary release. Any discussions between the District and the Association regarding the probationary release shall not be cited by either party in any action which may challenge the probationary release.

**Section 3.** An employee who is promoted shall serve a probationary period of one hundred thirty-two (132) days in paid status, exclusive of all leaves except paid holidays and vacations. The probationary period for a promoted employee may be extended an additional period of time in paid status with the written consent of the District, the Association, and the affected employee.

**Section 4.** A permanent employee who is serving a probationary period as a result of promotion and who is found unsatisfactory in the higher position shall be reinstated in permanent status in their former position unless there is cause for dismissal from the former position. Reinstatement to an employee's former position shall be grievable or subject to Article 35, but any dismissal shall be grievable under Article 35.

**Section 5.** Personnel who are employed with special funds (such as federal grants) are classified employees, regardless of the source of funds which sustain their position.

## ARTICLE 35 - SUSPENSION, DEMOTION, AND DISMISSAL

**Section 1.** The continued employment of permanent classified employees is contingent upon proper performance of assigned duties and personal fitness. A permanent employee may be disciplined for just cause. For the purposes of the procedures set forth in this Article, discipline is deemed to be suspension without pay for more than five (5) days, demotion, or termination. Letters of reprimand, deprivation of an incident of classification, or a suspension without pay for five (5) days or less shall be subject only to the provisions of Sections 9 and 10, below. Grounds for discipline shall include but not be limited to the following:

(a) Incompetence, inefficiency, inattention to or dereliction of duty, lack of ability or failure to perform the assigned duties in a satisfactory manner.

(b) Insurbordination, failure to obey reasonable direction or observe reasonable rules of school District superiors, or willful and/or persistent violation of the provisions of the District policies and the Education Code.

(c) Conviction of any felony, conviction of a misdemeanor involving moral turpitude; dishonesty harmful to public service, immoral conduct harmful to public service, drunkenness on duty, addiction to or use of narcotics; or fraud in obtaining employment with this school District.

(d) Political activity, during the assigned hours of duty.

(e) Persistent discourteous treatment of the public or of fellow employees or other willful failure of good conduct tending to injure the public service.

(f) Physical or mental incapacity.

(g) Absence from duty without leave, including excessive tardiness, or falsification of any request for sick leave pay.

(h) Violation of Article 5 of this Agreement.

(i) Abandonment of position, upon the employee's absence without notification to the District for three (3) or more days, unless the employee was totally incapacitated during the notice period (3 days).

**Section 2.** Suspension of a classified employee for cause may be made by the person charged with supervisory responsibility for the employee, pending formal action by the Superintendent or his / her designee and the Board of Education. The employee shall be given written notice of the cause therefore, and disciplinary action to be recommended, as soon as possible but not later than seventy-two (72) hours following the suspension. Whether the employee's pay shall continue during the period of suspension shall be in accordance with law.

**Section 3.** Upon receipt of a "NOTICE OF RECOMMENDED DISCIPLINARY ACTION" form, the Superintendent of his / her designee shall file, if he / she concurs with the recommendation, to the Board of Education written charges in support of the recommendation.

**Section 4.** Within seventy-two (72) hours of receipt of the "NOTICE OF RECOMMENDED DISCIPLINARY ACTION" form, the Superintendent, if he / she concurs with the recommendation and intends to file charges with the Board of Education, shall notify employee of the same. Such notice may be personally served to the employee or sent to the employee at the last address of official record with the District via U.S. Certified mail.

**Section 5.** The notification of the employee shall contain the following:

(a) A statement of the specific charges brought against the employee.

(b) A statement that the employee has a right to a hearing on such charges and the right to represent himself / herself or to be represented by a conferee or legal counsel.

(c) The time within which such hearing may be requested by the employee shall be not more than ten (10) days after receipt of the notice by the employee.

(d) A card or paper, the signing and filing of which, shall constitute a demand for hearing and a denial of all charges.

**Section 6.** Should discipline be recommended to the Board of Education, the matter shall be referred to an impartial hearing officer selected by the mutual agreement of the District and CSEA prior to its being presented to said Board. If the District and CSEA cannot agree upon a hearing officer, an impartial hearing officer shall be designated by the Board. If the parties agree on a hearing officer, the cost, if any, of the hearing officer shall be borne equally by the parties. If the Board designates an impartial hearing officer, the costs, if any, of the hearing shall be borne equally by the parties. If the Board designates an impartial hearing officer, the costs, if any, of the hearing shall be borne by the District. The decision of the hearing officer shall be advisory only and not binding on the Board.

**Section 7.** In all cases, hearings shall be scheduled as soon as reasonably practicable after receipt of demand for a hearing.

**Section 8.** The burden of proof shall remain with the District.

**Section 9.** Suspension without pay for five (5) days or less or any action resulting in a deprivation of an incident of a classification shall not be subject to the provisions of Section 6, above, but may be appealed to the Superintendent or designee and thereafter to the Board of Education which will conduct a hearing and render a decision regarding the matter.

**Section 10.** Upon request and within ten (10) days of receiving a written reprimand, other than a scheduled performance evaluation, the affected bargaining unit employee shall have the right to a conference with the Management Supervisor issuing the reprimand. The bargaining unit employee may, at the bargaining unit employee's request, be represented by the Association at this conference.

The employee shall have ten (10) days from receipt of the reprimand to file a written rebuttal which shall be attached to the reprimand if it is placed in the bargaining unit employee's personnel file. Time limits may be waived by mutual agreement of the parties.

**Section 11.** Notwithstanding any of the above provisions, the parties agree that in circumstances where the conduct of a bargaining unit employee is reasonably believed by the District to constitute a threat to the person or property of the District, its employees, or students, an immediate suspension is justified. Whether or not such suspension should have been with or without pay shall be in accordance with applicable provisions of the Education Code.

As soon as practicable after the suspension, the bargaining unit employee shall be entitled to a conference with a Management supervisor who has the authority to adjust the dispute.

**Section 12.** A bargaining unit employee charged with the commission of any sex offense as defined in Section 44010 of the Education Code, or any narcotic offense as defined in Section 44011 of the Education Code, by complaint, information, or indictment filed in a court of competent jurisdiction may be suspended as provided for in Section 45304 of the Education Code. Such a suspension will be processed as involuntarily personal leave. The bargaining unit employee may receive compensation as provided for in the Code Section. Such suspension shall be reviewed by the Board of Education every ninety (90) calendar days.

## **ARTICLE 36 - HOLIDAYS**

**Section 1.** All employees who are part of the Classified Service shall be entitled to the following paid holidays, provided are in paid status during any portion of the working day immediately preceding or succeeding the holiday: New Year's Day, Martin Luther King Day, Lincoln's Day, Washington's Day, Memorial Day, Independence Day, Labor Day, Admission's Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving, Day before Christmas, and Day before New Year's. Regular employees who are not normally assigned to duty during any recess period other than summer recess shall be paid for any holiday falling therein, provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

**Section 2.** Every day declared by the President of the United States, or Governor of this State, as a public fast, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under applicable Education Code Sections shall be a paid holiday for all employees in the bargaining unit, provided the requirements of Section 1 are met.

**Section 3.** Time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off or other paid leave of absence shall be considered as time worked by the employee, for the purpose of determining paid status.

**Section 4.** When a holiday herein falls on a Saturday, the preceding workday not a holiday shall be deemed to be the holiday.

**Section 5.** When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday.

**Section 6.** When any classified employee is required to work on any of the said holidays, he / she shall be paid double time and a half (2 1/2) for such work.

**Section 7.** The District may provide a substitute holiday for Admission's Day so long as no employee is deprived of holiday pay thereby and so long as the substitute holiday provides for at least a three (3) day weekend for employees affected.

**Section 8.** Notwithstanding Section 5, above, if the New Year's Day holiday falls on a Sunday, the District may designate the preceding workday not a holiday to be the holiday.

## **ARTICLE 37 - VACATIONS PERMANENT EMPLOYEES**

**Section 1.** Classified employees shall accrue .05747 hours of paid vacation for each complete hour paid service, excluding overtime. After completion of eight (8) years of employment, one additional vacation day will accrue each year until the employee has reached an accrual of five (5) additional days after twelve (12) years of employment in the District.

**Section 2.** The District and employees bear an equal responsibility to scheduling vacations. Vacation schedules shall be arranged as early in the school year as possible, at the convenience of the District and with the approval of the supervisor. If an employee has made reasonable effort to schedule vacation for reasonable times that are consistent with the needs of the District, nothing in this Section shall operate to cause an employee to forfeit accrued vacation.

**Section 3.** Vacations are not accumulative and must be completed in the fiscal year following the year earned, except an employee may elect to carry over up to five (5) days of earned vacation to the following fiscal year.

**Section 4.** Classified employees shall be paid at the rate that is in effect when the vacation is taken.

**Section 5.** A permanent classified employee terminating for any reason shall be paid for any unused vacation earned. Such payment shall be at the rate in effect on the employee's last working day before termination.

**Section 6.** Permanent employees only, may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

**Section 7.** If one (1) or more holidays fall within a scheduled vacation period, one (1) additional day for each holiday will be added to the vacation.

**Section 8.** A permanent employee may take vacation time before it is actually earned when such is expressly approved by the employee's supervisor and the Assistant Superintendent of Personnel and is deemed to be in the best interest of the District.

**Section 9.** If there is any conflict between the employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest District seniority shall be given his / her preference.

**Section 10.** The District may require that less-than-full year employees take annual vacation leave at times convenient to and in the best interests of the District, such as during Christmas Recess, Spring Recess, and days when students are not in school.

**Section 11.** Pay for a day of vacation shall be the same as had the employee worked his / her regular minimal assignment on such day.

## **ARTICLE 38 - VACATION, PROBATIONARY EMPLOYEES**

**Section 1.** Earned vacation for new employees shall not be a vested right of the employee until the completion of the probationary period.

**Section 2.** Upon the written request of a probationary employee, he / she shall be granted vacation in advance of accrual for use during Spring and Winter periods.

**Section 3.** In the event an employee terminates before completing the probationary period, all vacation pay received in excess of that earned by him / her under this Agreement will be refunded to the District prior to the last day of service or withheld from his / her final salary warrant.

## **ARTICLE 39 - WAIVER OF FURTHER BARGAINING RIGHTS**

**Section 1.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter which was or could have been subject to negotiation, that the understanding and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and therefore each waives the right to further negotiations on any subject or matter covered or not covered under this Agreement during the term hereof. However, by mutual agreement, the parties may agree to engage in further negotiation on any subject.

**Section 2.** Except as provided in Article 3, any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

## **ARTICLE 40 - BARGAINING UNIT WORK**

**Section 1.** The District may subcontract work or operations except where expressly forbidden by law. The District agrees not to subcontract out work normally, routinely, or customarily performed by classified employees in the Bus Driver classification except to the extent that such work has been contracted out in the past.

**Section 2.** The District may continue its lawful past practice of utilizing non-bargaining unit employees to perform work regularly assigned to employees covered by this Agreement under the circumstances under which such employees have done so in the past, and also to perform such work in cases of emergency, for purposes of training, inspection, instruction, in cases where safety is involved, or where bargaining unit employers are not available to perform the work in the time required.

**Section 3.** Non-bargaining unit substitute employees shall be used only to replace bargaining unit employees who are absent from work or to fill positions for a reasonable period of time after a bargaining unit position has been vacated and a regular replacement has not been recruited to occupy the vacancy so long as the District is actively attempting to recruit a replacement, or to fill a newly established position for a reasonable period of time necessary to recruit a regular employee for the vacancy. Any person improperly designated substitute status shall be considered a bargaining unit classified employee entitled to all rights, benefits, and burdens accruing therefrom.

**Section 4.** The District may employ short-term employees as follows:

(a) Consistent with applicable provisions of the Education Code, short-term employees perform services to the District which, upon completion, the services required or similar services will not be extended or needed on a continued

basis. Thus, employees in positions not requiring certification qualifications who are hired for a specific work project, which when completed shall no longer be required, and which is work not normally, routinely, or customarily performed by the bargaining unit employees, shall be excluded from the bargaining unit and the provisions of this Agreement, unless an individual so hired works in excess of seventy-five percent (75%) of a school year.

(b) The District shall comply with Education Code requirements regarding hiring and retention of short-term employees. If a bargaining unit employee works during his / her off time as a short-term employee, the employee will earn sick leave and vacation (prorated), as per past practice.

(c) Short-term positions or employees subject to the provisions of paragraphs (1) and (b), above, shall not be used in a manner which results in the displacement of bargaining unit employees, or in a manner which deprives bargaining unit employees of regular pay or benefits.

(d) The establishment of a short-term position not in compliance with (a) and (b), above, shall cause the position to be considered within the bargaining unit, if otherwise applicable, and the position shall be classified and occupied by a bargaining unit employee in accordance with the terms of this Agreement.

(e) The District does hereby agree to defend, if requested by the Association, as well as indemnify and shall save the Association harmless against any and all claims; demands, disputes, suits, or other form of liability that may arise out of, or by reason of, any action taken or not taken by the District in compliance with this Article, including the reasonable cost of any defense made necessary by any such claim, demand, dispute, suit, or other form of liability.

**Section 5.** Every position not requiring certification qualifications and not specifically excluded from the bargaining unit by the terms of this Agreement shall be classified and included in the bargaining unit. The assignment of a title to a position which otherwise would be considered within the bargaining unit shall not serve to remove the position from the bargaining unit. The District shall notify CSEA, in writing, of the use of any short-term employee, and shall exercise its best effort to so notify CSEA of the use of any independent contractor who provides services to the District which, under normal circumstances, would be performed by bargaining unit employees.

Regarding substitute employees, notification shall be made no later than five (5) working days after the employee(s) has worked more than twenty (20) consecutive days in substitute status.

**Section 6.** Any dispute regarding the proper utilization of non-bargaining unit individuals providing services to the District normally, routinely, or customarily performed by bargaining unit employees shall be grievable by an employee in the job family in which the services are performed.



**Section 7.** The District will use its best effort to hire a substitute under the following circumstances on the first day of absence:

(b) When it is known that an employee will be absent for an extended period of time, excluding vacation time.

(c) School Secretary II or III positions at elementary (K-5) or middle school sites (K-8 or 6-8).

(d) Instructional Assistants - CH and SED only.

**Section 8.** No substitutes shall be employed for more than fifty (50) working days while the District is actively recruiting a vacant position.

The District may fill the vacant position with a substitute for longer than fifty (50) working days if (1) the District has hired an employee prior to the fiftieth day and the employee needs additional time [up to two (2) weeks] to leave his / her prior position, or (2) if the District has posted a position twice (or more) during the 50-day period and less than five (5) qualified persons, as determined by the District, have applied for the position. If the vacant position has been offered to a candidate and if the candidate has accepted but later rescinded, the District's time to fill the position shall begin to run on the date on which the candidate rescinded. At no time shall a vacant position be filled for more than seventy (70) working days under this Agreement.

## ARTICLE 41 - PROMOTION

**Section 1.** Employees in the bargaining unit who meet the minimum qualifications shall be given an interview for any job vacancy within the bargaining unit which can be considered a promotion after the announcement of the position vacancy. As to the written test given as part of the qualification process, a score of 80% shall be deemed as meeting minimum qualifications for bargaining unit members. For the purpose of this Article, a promotion shall be defined as any change of classification, except reclassification, which results in placement at a higher salary range.

**Section 2.** The interview panel for each position vacancy as it occurs shall remain the same for all interviews for that position. The interview panel shall consist of at least three (3) persons and shall include a bargaining unit member, an administrator, and a person familiar with the duties of the position.

**Section 3.** At least one of the bargaining unit members who meet the minimum qualifications shall be interviewed.

**Section 4.** If after the interview process, a bargaining unit employee is as qualified as any other candidate, within the rule of reason, the bargaining unit employee shall be selected if the District fills the position. If two (2) or more bargaining unit employees are, by the rule of reason, equally qualified for the vacancy, the most senior thereof shall be selected.

**Section 5.** Following completion of the interview process, the Personnel Office will attempt to notify the interviewed applicants of the status of their application.

**Section 6.** Any permanent bargaining unit employee may request and shall receive a written explanation regarding the District's decision. Upon request, CSEA shall be notified in writing of the names of the bargaining unit members who applied for promotion vacancy and who have not been selected. Such response is to be received within twelve (12) days of the request.

**Section 7.** Probationary employees (including permanent employees in probationary promotional positions) shall remain in a position for at least one (1) year before a promotion will be approved, except as mutually agreed by the District and the Association. Employees promoted shall receive no less than a ten percent (10%) increase.

## **ARTICLE 42 - MISCELLANEOUS**

**Section 1.** No privileges, compensation or benefits of any kind in excess of those specifically set forth in this Agreement or not specifically provided for in this Agreement are required to be granted to employees. However, the District may at its discretion voluntarily extend such hereafter.

**Section 2.** Changes in salary and health and welfare benefits shall be given effect as set forth in this Agreement, but all language in the Agreement shall be given prospective effect from the date this Agreement is executed by the parties.

**Section 3.** Upon the request of either party, the Superintendent or designee shall meet at reasonable times, mutually agreeable to the parties, with release time provided as necessary, with a committee of not more than three (3) Association members appointed by the Association to discuss employee-employer relation matters of mutual benefit and concern including the operation of this Agreement. Such meetings are intended in no way to impose a duty to bargain on either party during the term of this Agreement or to affect any waiver of the duty to bargain otherwise agreed to by either party.

**Section 4.** Notices required by this Agreement or by law shall be delivered either by hand or Certified U.S. Mail to the last known address of the President of CSEA Chapter 410 and the assigned CSEA Field Representative.

**Section 5.** The District and the Association may, during the term of the Agreement, meet and consult regarding the development of employee handbooks for specific groups of employees. The portions of said handbooks which the parties identify therein of being within the scope of representation shall, upon ratification by both parties, be incorporated into this Agreement and shall prevail over any provision of this Agreement which may conflict. Meeting and consulting under this Section shall not be subject to the unfair practice impasse

procedure of the EERA. Section A and B of "Article 4 of the Bus Drivers' Handbook are incorporated herein by reference.

**Section 6.** Any permanent bargaining unit employee who voluntarily resigns, in good standing, from a position and is a successful outside candidate for a position of the bargaining unit employee's former classification, during thirty-nine (39) months after the resignation, shall be restored to all previous seniority, rights, benefits, and burdens of a permanent bargaining unit employee in the classification to which the bargaining unit employee is reemployed.

### **ARTICLE 43 - REOPENER NEGOTIATIONS**

**Section 1.** The District and the Association may each name one article to reopen in the 1990-91 and 1991-92 school years, so long as the reopened article is not salary, fringe benefits, or any article with monetary impact.

**Section 2.** Should the District add an additional health plan to those listed in Article 26, the Association may reopen negotiations regarding whether the District should continue to offer the additional health plan as an option. Such reopener would be in addition to those allowed in Section 1 above.

### **ARTICLE 44 - DURATION AND TERMINATION**

**Section 1.** Except as otherwise set forth herein, this Agreement shall be and remain in effect upon ratification from July 1, 1989 to and including June 30, 1992, and be renewed on a day to day basis, subject to the provisions of Government Code Section 3540.1 (h).

### **ARTICLE 45 - CONTINUOUS SCHOOL PROGRAM**

**Section 1. General:** The District intends to implement Continuous School Program (CSP) schools in the 1990-91 school year at the K-5 levels. The District will provide no less than one hundred (100) workdays' notice to the Association prior to implementing CSP education at any particular site in order that the Association can participate in planning and providing input prior to decision making.

In addition, if the District decides to implement CSP schools at grade levels other than K5-, it will give one hundred (100) workdays' notice of such intent to the Association and will meet and negotiate in good faith regarding issues arising because of the implementation at the additional grade levels. The parties will make reasonable efforts to meet at least twice a month during the one hundred (100) workday period subject to the availability of the parties. If the District and the Association have not reached agreement by the end of the one hundred (100) workday period, the parties will continue to meet and negotiate in good faith, and both parties retain all PERB rights

in regard to the implementation. Upon mutual consent, the District and the Association may meet and negotiate new matters arising as a result of the implementation of CSP programs during the term of the Agreement.

**Section 2. Transfer To and From Continuous School Program:**

(a) The District shall make every reasonable effort to have participation in the CSP voluntary on the part of all unit members.

(b) Unit members presently assigned to schools designated as CSP shall have the right to remain at those sites unless they become subject to involuntary transfer pursuant to Article 18.

(c) CSP transfer requests shall be done in accordance with the provisions of Article 18 of the collective bargaining agreement, except as provided below:

1. The District shall make every reasonable effort to transfer those unit members who do not wish to work in schools designated as CSP sites. Such unit members shall be given the first opportunity to transfer to vacancies in traditional school program sites.

2. The District shall make every reasonable effort to make transfers to, from, and within CSP prior to consideration of other transfer request or the hiring of outside applicants. Seniority will be used as provided in Article 18 ("Transfers") and any article utilizing seniority as a reference in this Agreement will be modified as follows: Seniority number will be used in place of hours in paid status. Hours in paid status, as a reference of seniority, will be frozen as of November 7, 1989, and the date of hire seniority computation will begin from that date.

(d) Within ten (10) workdays after the District notifies all unit members that a particular school has been designated as a CSP site, a unit member who wishes to leave must notify, in writing, the site administrator of his/her intention. The District shall provide the unit member with a list of all openings at traditional school program sites.

(e) Within fifteen (15) workdays after the District announces that a particular school has been designated as a CSP site, the District shall post, at all school sites, any available openings at CSP sites. Unit members interested in being transferred to a particular opening shall notify the Personnel Office in writing within ten (10) workdays from the date of posting.

(f) The District will provide four (4) hours release time to a unit member involuntarily transferred to, from, or within CSP in cafeteria, custodial, library, or clerical classifications for the purpose of relocating.

(g) The District will make every reasonable effort to avoid involuntarily transferring a track-based unit member after the beginning of the track to which the unit member is assigned.

**Section 3. Extended Year Assignment:**

(a) The District will post openings for intersession assignments if it determines such sessions will be held. Unit members shall apply for intersession assignments and selections for assignments shall be made as set forth in Article 15, Summer Assignments.

(b) The District may extend the work year of an individual employee or classification, if required by the needs of the service, with written notice (no less than ten (10) workdays) to the Association and the individual employee. An employee who is offered the opportunity to extend his or her work year, in seniority order based upon date of hire, and who consents to extend the work year, shall be paid at the regular rate of pay (including overtime where applicable) during the work year. In the event some CSP positions are longer than the contract work year, these positions will be filled by the incumbents or, if vacant, by following the transfer, promotion, and selection procedures provided in the collective bargaining agreement and District policies and procedures, including but not limited to the seniority procedures in the collective bargaining agreement.

**Section 4. Communications:**

(a) Each CSP site administrator shall make reasonable efforts to communicate appropriate District announcements to employees who are off-track. Examples include information regarding application for transfers and leaves, extra duty assignment, school events such as Open House, Back to School, holiday observances, and staff election matters.

(b) The District shall, upon request by a unit member, make reasonable efforts to notify that unit member during intersession or off-track assignment of any appropriate posted openings which may arise during intersession or off-track assignment. The unit member's request shall be in writing and will include a mailing address.

**Section 5. Substitutes/Intersession:**

(a) A unit member not on duty status will be allowed but not required to substitute, subject to the approval of the immediate supervisor. If the supervisor does not approve, he/she will provide reasons in writing upon the request of the unit member.

(b) The District will follow the requirements of Article 15, Summer Assignments, in employing unit members for any intersessions that the District decides to hold

**Section 6. Flexible Scheduling:**

(a) A permanent unit member may be permitted to exchange workdays with another permanent unit member in the same classification.

(b) An exchange contract will be agreed to between the two classified employees and signed by each.

(c) The signed agreement shall then be submitted to the immediate supervisor for approval at least ten (10) workdays prior to the beginning of the exchange. The immediate supervisor shall not disapprove a proposed exchange arbitrarily or capriciously. If disapproved, the reasons for disapproval shall be in writing.

Any unit member who does not fulfill his/her responsibilities under the exchange shall be subject to discipline. The unit member scheduled to work under the exchange agreement will be held responsible if neither unit member appears for work.

(d) Unit members may take the opportunity to attend conferences, workshops, or meetings which have been scheduled during periods of time when traditional calendar employees are on recess. Unit members wishing to participate in such events will be able to exchange days with off-track employees. The on-track unit member will then arrange to cover an equal number of days for the cooperating unit member.

(e) Applications for exchange days should be filed with the site administrator as soon as practicable but in no event later than five (5) working days before the exchange. Specific arrangements will be noted on a standard District form.

(f) Failure to carry out the service obligations under the approved exchange agreement shall result in a loss of pay for the unit member who fails the contractual agreement, unless otherwise on approved leave of absence pursuant to this Agreement.

**Section 7. Program Termination:** If the District decides to eliminate CSP at one (1) or more sites, the District will provide the Association no less than one hundred (100) workdays' notice.

**Section 8. Salary:**

(a) A unit member assigned to a CSP position shall be compensated on the appropriate hourly or monthly salary schedule as set forth in Appendix B.

(b) If a unit member transfers to, from, or within a CSP site and in the process changes his/her pay cycle, the District will make reasonable efforts to accommodate the unit member's pay cycle to minimize interruption of regular pay warrants.

**Section 9. Holidays:** Unit members assigned to CSP and/or to modified schedules shall receive no fewer holidays than members assigned to a traditional school year schedule and any additional holidays declared by the President of the United States, the Governor of California, or the Governing Board.

**Section 10. Insurance:**

(a) Classified employees in the CSP that have individual payroll deductions for insurance premiums will have premiums deducted during their scheduled pay periods so as not to break the continuity of coverage, provided the County payroll system will make such accommodation. If the County does not make such accommodation, the District will consult with the Association within thirty (30) days of the County's notification.

(b) The District will make every reasonable effort to ensure that deductions for insurance premiums will be calculated on a tenthsly (10) basis during the school year and not deducted during an intersession period, provided the County payroll system will make such accommodation. If the County does not make such accommodation, the District will consult with the Association within thirty (30) days of the County's notification.

**Section 11. Closing Language:**

(a) This Article specifically addresses the CSP program. Benefits, compensation, or privileges that have been omitted in this Article will revert to the appropriate Articles in this contract.

(b) CSP employees on an academic year calendar (180 days) shall be assigned the same number of days of work as employees in the same job classification on a traditional calendar, subject to the provisions of the collective bargaining agreement, unless the District and the Association agree otherwise.

## APPENDIX A

CY: Calendar Year

PY: Program Year

AY: Academic Year

CLASSIFICATION TITLE	Hours/	Workyear	Salary
<b>Secretarial/Clerical</b>			
Nurse's Assistant	4-8	AY + 19	25
*School Secretary III (High School)	8	CY	19
*School Secretary III (Middle School)	8	AY + 40	19
Secretary III	8	CY	19
Secretary/Dispatcher	8	CY	19
Maintenance Secretary/Dispatcher	8	CY	19
School Secretary II	8	AY + 19	18
*Secretary II (District Office)	4-8*	CY	18
*Secretary II (H.S. Counseling)	8	CY	18
*Secretary II (H.S. Asst. Principal)	8	AY + 29	18
Secretary II (H.S. Asst. Principal)	8	AY + 19	18
Printing Services Technician	8	CY	17
Word Processor	8	CY	17
Health Clerk Technician	8	AY	115
School Secretary I	8	AY + 19	14
*Secretary I	6-8*	AY + 19	14
Publications Clerk II	8	CY	14
Clerk Typist III	8	AY + 19	13
Switchboard Operator/Receptionist	6-8*	CY	12
Publications Clerk I	8	CY	11
Clerk Typist II	8	AY + 19	11
Clerk Typist I	3-8*	AY + 19	9
Health Clerk (Pre-School)	3	PY	8

\*Parenthetical designation indicates positions within the classification that have different hours and/or workyears.

### Business

Purchasing Agent	8	CY	27
Accountant	8	CY	26
Accounting Technician	8	CY	23
Bookkeeper	8	CY	21
Purchasing Assistant	8	CY	19
Demographics Clerk	8	CY	19
Account Clerk III	8	CY	19



**Business (cont.)**

Data Entry Clerk II	8	CY	17
Account Clerk II	4-8	CY	16
Account Clerk I	8	Cy	13
Purchasing Clerk	8	CY	11

**Food Service**

Food Service/Cook Manager	8	AY+3	15
Food Service Assistant III	8	AY+3	15
Food Service Delivery Driver	6	AY	12
Food Service Assistant II	7	AY	10
Food Service Assistant I	2-7	AY	5-7

**Transportation**

Automotive/Diesel Mechanic III	8	CY	28
Automotive/Diesel Mechanic II	8	CY	23
Automotive/Diesel Mechanic I	8	CY	18
Bus Driver/Bus Driver Trainer	8	AY+10	19
Dispatcher	8	AY	19
Bus Driver	4-8	AY	15

**Maintenance/Operations**

Maintenance Foreman	8	CY	28
Operations Foreman	8	CY	28
Maintenance and Operations Coordinator	8	CY	28
Maintenance Worker III (Lead)	8	CY	28
Electronic Repairman/ TV Production	8	CY	26
Carpenter III	8	CY	24
Air Conditioning and Refrigeration Mechanic III	8	CY	24
Plumber III	8	CY	24
Painter III	8	CY	24
Electrician III	8	CY	24
Warehouseman III	8	CY	24
Gardener III	8	CY	24
Locksmith III	8	CY	24
Irrigation Specialist	8	CY	22

<b>CLASSIFICATION TITLE</b>	<b>Hours/</b>	<b>Workyear</b>	<b>Salary</b>
<b>Maintenance/Operations (cont.)</b>			
Air Conditioning Mechanic II	8	CY	21
Plumber II	8	CY	21
Painter II	8	CY	21
Electrician II	8	CY	21
Carpenter II	8	CY	21
Locksmith II	8	CY	21
Head Custodian III	8	CY	20
Maintenance Worker I/Pool	5-8	CY	18
Head Custodian II	8	CY	17
Maintenance Worker I	5-8	CY	17
Head Custodian I	8	CY	15
Warehouseman II	5-8	CY	15
Gardener II	8	CY	15
Custodian II	8	CY	13
Warehouseman I	8	CY	13
Gardener I	8	CY	13
Custodian I	3-8	CY	12
Custodian I	3-8	AY	12

#### **Media & School Aides**

Library Specialist	8	CY	27
Media Production/Micro Computer Specialist	8	CY	26
Curriculum Lab Specialist	8	CY	22
Instructional Media Technician	8	CY	18
Library Media Assistant III	7-8	AY + 8	18
Curriculum Lab Assistant	8	CY	16
Book Depository Stock/Delivery Person	6-8	CY	15
Library Media Assistant II	7-8	AY + 8	15
Campus Supervisor II	4-8	AY	15
On-Campus Detention Supervisor	8	AY	15
Library Media Assistant I	3-7	AY + 8	13
School Community Liaison Aide	4-8	AY	12
Workability Job Developer	8	AY	12
Paraprofessional for Handicapped Students	3-8	AY	11
Library Media Trainee	3-7	AY + 8	11
Campus Supervisor I	4-8	AY	11
Instructional Assistant-Classroom	3-7	AY	8
Instructional Assistant-Bilingual	3-7	AY	8
Infant Center Aide	3-6	AY	8
Pre-School Aide	3-5	PY	8

APPENDIX B

MORENO VALLEY  
UNIFIED SCHOOL DISTRICT

CLASSIFIED HOURLY  
SALARY SCHEDULE  
(Effective 7/1/90)

HOURLY SIX STEP RATES

Range	A	B	C	D	E	F
4	6.48	6.87	7.30	7.76	8.22	8.72
5	6.69	7.09	7.53	7.98	8.46	8.98
6	6.87	7.30	7.76	8.22	8.72	9.26
7	7.09	7.53	7.98	8.46	8.98	9.53
8	7.30	7.76	8.22	8.72	9.26	9.80
9	7.53	7.98	8.46	8.98	9.53	10.09
10	7.76	8.22	8.72	9.26	9.80	10.41
11	7.98	8.46	8.98	9.53	10.09	10.72
12	8.22	8.72	9.26	9.80	10.41	11.05
13	8.46	8.98	9.53	10.09	10.72	11.37
14	8.72	9.26	9.80	10.41	11.05	11.72
15	8.98	9.53	10.09	10.72	11.37	12.05
16	9.26	9.80	10.41	11.05	11.72	12.42
17	9.53	10.09	10.72	11.37	12.05	12.80
18	9.80	10.41	11.05	11.72	12.42	13.19
19	10.09	10.72	11.37	12.05	12.80	13.56
20	10.41	11.05	11.72	12.42	13.19	13.98
21	10.72	11.37	12.05	12.80	13.56	14.40
22	11.05	11.72	12.42	13.19	13.98	14.82
23	11.37	12.05	12.80	13.56	14.40	15.29
24	11.72	12.42	13.19	13.98	14.82	15.75
25	12.05	12.80	13.56	14.40	15.29	16.22
26	12.42	13.19	13.98	14.82	15.75	16.69
27	12.80	13.56	14.40	15.29	16.22	17.20
28	13.19	13.98	14.82	15.75	16.69	17.74
29	13.56	14.40	15.29	16.22	17.20	18.23

APPENDIX B

MORENO VALLEY  
UNIFIED SCHOOL DISTRICT

CLASSIFIED MONTHLY  
SALARY SCHEDULE

(Effective 7/1/90)

HOURLY SIX STEP RATES

Range	A	B	C	D	E	F
4	1,128.08	1,196.72	1,269.74	1,346.96	1,428.98	1,515.92
5	1,161.76	1,232.38	1,307.79	1,387.18	1,471.76	1,561.41
6	1,196.72	1,269.74	1,346.96	1,428.98	1,515.92	1,608.28
7	1,232.49	1,307.79	1,387.18	1,471.76	1,561.41	1,656.47
8	1,269.74	1,346.96	1,428.98	1,515.92	1,608.28	1,706.27
9	1,307.79	1,387.18	1,471.76	1,561.41	1,656.47	1,757.42
10	1,346.96	1,428.98	1,515.92	1,608.28	1,706.27	1,810.16
11	1,387.18	1,471.76	1,561.41	1,656.47	1,757.42	1,864.46
12	1,428.98	1,515.92	1,608.28	1,706.27	1,810.16	1,920.43
13	1,471.76	1,561.41	1,656.47	1,757.42	1,864.46	1,977.84
14	1,515.92	1,608.28	1,705.11	1,810.16	1,920.43	2,037.31
15	1,561.41	1,656.47	1,757.42	1,864.46	1,977.84	2,098.46
16	1,608.28	1,706.27	1,810.16	1,920.43	2,037.31	2,161.33
17	1,656.47	1,757.42	1,864.46	1,977.34	2,098.46	2,226.21
18	1,706.27	1,810.16	1,920.43	2,037.31	2,161.33	2,293.17
19	1,757.42	1,864.46	1,977.84	2,098.46	2,226.21	2,361.77
20	1,810.16	1,920.43	2,037.31	2,161.33	2,293.17	2,432.62
21	1,864.46	1,977.84	2,098.46	2,226.21	2,361.77	2,505.65
22	1,920.43	2,037.31	2,161.33	2,293.17	2,432.62	2,580.81
23	1,977.84	2,098.46	2,226.21	2,361.77	2,505.65	2,658.33
24	2,037.31	2,161.33	2,293.17	2,432.62	2,580.81	2,737.91
25	2,098.46	2,226.21	2,361.77	2,505.65	2,658.33	2,820.13
26	2,161.33	2,293.17	2,432.62	2,580.81	2,737.91	2,904.68
27	2,226.21	2,361.77	2,505.65	2,658.33	2,820.13	2,991.73
28	2,293.17	2,432.62	2,580.81	2,737.91	2,904.68	3,081.76
29	2,361.77	2,505.65	2,658.56	2,820.13	2,991.73	3,173.97

APPENDIX C(1)

MORENO VALLEY UNIFIED SCHOOL DISTRICT

SCHOOL CALENDAR 1989-90

JULY					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER						
3	4	5	6	7	7	1	2	3	4	4	5	6	7	8	9	2	3	4	5	6	6	1	2	3	6	7	8	1	2	3	
10	11	12	13	14	14	8	9	10	11	11	12	13	14	15	16	10	11	12	13	13	7	8	9	10	11	12	13	14	15		
17	18	19	20	21	21	15	16	17	18	18	19	20	21	22	23	16	17	18	19	20	20	13	14	15	16	17	18	19	20	21	22
24	25	26	27	28	28	22	23	24	25	25	26	27	28	29	30	23	24	25	26	27	27	20	21	22	23	24	25	26	27	28	29
31						29	30	31								30	31					27	28	29	30						

JANUARY					FEBRUARY					MARCH					APRIL					MAY					JUNE				
1	2	3	4	5	5	1	2	5	1	2	2	3	4	5	6	1	2	3	4	4	5	6	7	8					
8	9	10	11	12	12	6	7	8	9	9	10	11	12	13	7	8	9	10	11	4	5	6	7	8					
15	16	17	18	19	19	13	14	15	16	16	17	18	19	20	14	15	16	17	18	11	12	13	14	15					
22	23	24	25	26	26	20	21	22	23	23	24	25	26	27	21	22	23	24	25	18	19	20	21	22					
29	30	31			27	27	28			26	27	28	29	30	30	28	29	30	31	25	26	27	28	29					

IMPORTANT DATES

Jul 4	Independence Day (legal holiday)	Dec 25	Christmas Day (legal holiday)	Apr 6	END OF THIRD QUARTER
Aug 31	New Teacher Orientation	Dec 29	New Year's Eve (legal holiday)		Minimum Instruction K-12
Sept 1	New Teacher Orientation	Jan 1	New Year's Day (legal holiday)	Apr 9-13	Spring Recess
Sept 4	Labor Day (legal holiday)	Jan 2	Return to School from Winter Recess	May 28	Memorial Day (legal holiday)
Sept 5-6	Teacher Orientation	Jan 15	Martin Luther King Day (legal holiday)	Jun 20	SEMESTER ENDS (9-12)
Sept 7	SCHOOL OPENS	Feb 2	END OF FIRST SEMESTER		Minimum Instruction K-8
Nov 9	Minimum Instruction K-12		Inservice/Conferences 9-12	Jun 21	SEMESTER ENDS (K-8)
Nov 10	Veterans' Day (legal holiday)		Minimum Instruction K-8		Minimum Instruction K-8
Nov 10	END OF FIRST QUARTER K-12	Feb 9	Inservice/Conference 6-8		Inservice Workday, All Certificated
Nov 16	Parent Conferences K-5	Feb 16	Lincoln's Day (legal holiday)	Jun 25-26	SUMMER SCHOOL 1990
Nov 17	Parent Conferences K-8	Feb 19	Washington's Day (legal holiday)	Jun 27	Teacher Prep Days (H.S.)
Nov 23-24	Thanksgiving Recess	Mar 16	Admission's Day (In lieu of)	Jul 2-3	Summer School Begins (H.S.)
Dec 18	Jan 1: Winter Recess			Jul 5	Teacher Prep Days (Mid. & Elem)
Dec 22	Christmas Eve (local holiday)			Jul 7	Summer School Begins (Mid. & Elem)
				Aug 7	Summer School Ends (All levels)

School Month	Dates	Teaching Days K-5 6-8 9-12
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		180 180 180

KEY: Legal Holiday    Local Holiday     School Recess

APPENDIX C(2)

MORENO VALLEY UNIFIED SCHOOL DISTRICT

SCHOOL CALENDAR 1990-91

JULY					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER					
2	3	4	5	6			1	2	3	3	4	5	6	7	1	2	3	4	5			1	2			3	4	5	6	7
9	10	11	12	13	6	7	8	9	10	10	11	12	13	14	8	9	10	11	12	5	6	7	8	9	10	11	12	13	14	
16	17	18	19	20	13	14	15	16	17	17	18	19	20	21	15	16	17	18	19	12	13	14	15	16	17	18	19	20	21	
23	24	25	26	27	20	21	22	23	24	24	25	26	27	28	22	23	24	25	26	19	20	21	22	23	24	25	26	27	28	
30	31				27	28	29	30	31						29	30	31			28	27	28	29	30	31					

JANUARY					FEBRUARY					MARCH					APRIL					MAY					JUNE						
	1	2	3	4					1			21		1	1	2	3	4	5			23		1	2	3	3	4	5	6	7
7	8	9	10	11	4	5	6	7	8	4	5	6	7	8	8	9	10	11	12	6	7	8	9	10	10	11	12	13	14		
14	15	16	17	18	11	12	13	14	15	11	12	13	14	15	15	16	17	18	19	13	14	15	16	17	17	18	19	20	21		
21	22	23	24	25	18	19	20	21	22	18	19	20	21	22	22	23	24	25	26	20	21	22	23	24	24	25	26	27	28		
28	29	30	31		25	26	27	28	29	25	26	27	28	29	29	30				27	28	29	30	31							

IMPORTANT DATES

Jul 4	Independence Day (legal holiday)	Dec 25	Christmas Day (legal holiday)	Apr 5	END OF THIRD QUARTER
Aug 30-31	New Teacher Orientation	Dec 31	New Year's Eve (local holiday)		Minimum Instruction K-12
Sept 3	Labor Day (legal holiday)	Jan 1	New Year's Day (legal holiday)	Apr 8-12	Spring Recess
Sept 4-5	Teachers' Day (legal holiday)	Jan 7	Return to School from Winter Recess	May 27	Memorial Day (legal holiday)
Sept 6	SCHOOL OPENS	Jan 21	Martin Luther King Day (legal holiday)	Jun 18	SEMESTER ENDS (9-12)
Nov 9	END OF FIRST QUARTER K-12	Jan 31	Minimum Instruction 6-8	Jun 19	SEMESTER ENDS (K-8)
	Minimum Instruction K-12	Feb 1	END OF FIRST SEMESTER		Minimum Instruction K-8
Nov 12	Veterans' Day (legal holiday)		Inservice/Conferences 9-12		Inservice 9-12
Nov 15	Parent Conferences K-5		Minimum Instruction K-8		Minimum Workday, All Certificated
Nov 16	Parent Conferences K-8	Feb 8	Inservice/Conference 6-8	Jun 20-21	SUMMER SCHOOL 1991
Nov 22-23	Thanksgiving Recess	Feb 15	Lincoln's Day (legal holiday)	Jun 24	Teacher Prep Days (H.S.)
Dec 24	Jan 4: Winter Recess	Feb 18	Washington's Day (legal holiday)	Jun 27-28	Teacher Prep Days (Mid. & Elem)
Dec 24	Christmas Eve (local holiday)	Mar 15	Admission's Day (In lieu of)	Jul 1	Summer School Begins (Mid. & Elem)
				Aug 2	Summer School Ends (All levels)

School Month	Dates	Teaching Days K-5 6-8 9-12
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		180 180 180

KEY: Legal Holiday Local Holiday  School Recess

APPENDIX C(3)

MORENO VALLEY UNIFIED SCHOOL DISTRICT

SCHOOL CALENDAR 1991-92

JULY					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER							
1	2	3	4	5	5	6	7	8	9	2	3	4	5	6	1	2	3	4	1	2	3	4	5	6	7	8	1	2	3	4	5	6
8	9	10	11	12	12	13	14	15	16	9	10	11	12	13	7	8	9	10	11	4	5	6	7	8	9	10	11	12	13			
15	16	17	18	19	19	20	21	22	23	16	17	18	19	20	14	15	16	17	18	11	12	13	14	15	16	17	18	19	20			
22	23	24	25	26	26	27	28	29	30	23	24	25	26	27	21	22	23	24	25	18	19	20	21	22	23	24	25	26	27			
29	30	31								30					28	29	30	31	25	26	27	28	29	30	31							

JANUARY					FEBRUARY					MARCH					APRIL					MAY					JUNE					
		1	2	3	3	4	5	6	7	2	3	4	5	6	1	2	3	1	2	3	4	5	6	7	8	1	2	3	4	5
6	7	8	9	10	10	11	12	13	14	9	10	11	12	13	6	7	8	9	10	4	5	6	7	8	8	9	10	11	12	
13	14	15	16	17	17	18	19	20	21	16	17	18	19	20	13	14	15	16	17	11	12	13	14	15	15	16	17	18	19	
20	21	22	23	24	24	25	26	27	28	23	24	25	26	27	20	21	22	23	24	18	19	20	21	22	22	23	24	25	26	
27	28	29	30	31						30	31						27	28	29	30	25	26	27	28	29	29	30			

IMPORTANT DATES

Jul	4	Independence Day (legal holiday)	Dec	25	Christmas Day (legal holiday)	Apr	3	END OF THIRD QUARTER
Aug	29-30	New Teacher Orientation	Dec	31	New Year's Eve (local holiday)			Minimum Instruction K-12
Sept	2	Labor Day (legal holiday)	Jan	1	New Year's Day (legal holiday)	Apr	6-10	Spring Recess
Sept	3-4	Teacher Orientation	Jan	6	Return to School from Winter Recess	May	25	Memorial Day (legal holiday)
Sept	5	SCHOOL OPENS	Jan	20	Martin Luther King Day (legal holiday)	Jun	16	SEMESTER ENDS (9-12)
Nov	8	END OF FIRST QUARTER K-12	Jan	30	Minimum Instruction 6-8			Minimum Instruction K-12
		Minimum Instruction K-12	Jan	31	END OF FIRST SEMESTER	Jun	17	SEMESTER ENDS (K-8)
Nov	11	Veteran's Day (legal holiday)			Inservice/Conferences 9-12			Minimum Instruction K-8
Nov	14	Parent Conferences K-5			Minimum Instruction K-8			Inservice 9-12
Nov	15	Parent Conferences K-8						Minimum Workday, All Certificated
Nov	28-29	Thanksgiving Recess	Feb	7	Inservice/Conference 6-8	Jun	18-19	SUMMER SCHOOL 1990
Dec	23	Jan 3 Winter Recess	Feb	14	Lincoln's Day (legal holiday)			Teacher Prep Days (H.S.)
Dec	24	Christmas Eve (local holiday)	Feb	17	Washington's Day (legal holiday)	Jun	22	Summer School Begins (H.S.)
			Mar	13	Admission's Day	Jun	25-26	Teacher Prep Days (Middle & Elem)
						Jun	29	Summer School Begins (Middle & Elem)
						Jul	31	Summer School Ends (All level)

School Month	Dates	Teaching Days K-5 6-8 9-12
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		180 180 180

KEY: Legal Holiday Local Holiday  School Recess

MORENO VALLEY UNIFIED SCHOOL DISTRICT  
PERSONNEL SERVICES

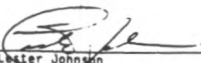
SIDE LETTER AGREEMENT


The Moreno Valley Unified School District ("District") and the California School Employees Association, Chapter 410 ("Association"), agree as follows:

The District will pay school bus drivers at their regular rate of pay (and will provide necessary equipment as per past practice) when such bus drivers are driving school buses at District direction, including time spent complying with testing requirements for the bus driver certificate (not driver's license).

Moreno Valley Unified School District

California School Employee  
Association

By   
Lester Johnson  
Assistant Superintendent  
Personnel Services

By   
Agostino F. Riccardi  
Field Representative  
CSEA

Date

9/11/85

Date

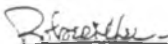
9.11.85




MORENO VALLEY UNIFIED SCHOOL DISTRICT  
LETTER OF UNDERSTANDING

RE: Summer Assignments Pursuant to Article IV of the Collective Bargaining Agreement and Section 45102 of the Education Code

- I. Summer assignments shall be filled for 1983 in the following manner:
- A. The two clerical openings are secretarial positions related to the Elementary School Secretary classification, to be paid at range 15.
  - B. The Food Service Manager position, which has been combined by the Reclassification Study, should be paid at the "Senior" level, but filled by applicants from both classifications.
  - C. Seniority shall be based on latest date of hire with the District and is the tiebreaker in each of the categories set forth in "D" below.
  - D. Applicants shall be considered in the following order:
    - First, from applicants who either hold the classification or have previously held the classification;
    - Second, from applicants in related classifications; and
    - Third, from applicants in other classifications.
- II. This letter specifically addresses only the 1983 situation, but generally indicates the interpretation of the Agreement as it should be applied in the future.



  
Christine M. Lewis

Dated: May 27, 1983

MORENO VALLEY UNIFIED SCHOOL DISTRICT  
PERSONNEL DEPARTMENT

TO: All Classified Supervisors

FROM: Bob Lee *BL*  
Director of Personnel

SUBJECT: Revision of Contract Language, Article XXXVII -  
Vacations, Permanent Employees

DATE: March 12, 1980

The attached memo needs to be posted and extra copies are included to be issued to various classified employees on your staff. I am aware that many of you have taken time to work out vacation time to fit within the old language. We are hopeful that the new clarification on this situation will give you and your classified employees the flexibility needed in scheduling vacations which are more beneficial to both the District and the individual employee. The basic change is as follows:

The vacation accrued during this school year by any given employee must be used prior to July 1, 1981, with the exception that if an employee elects to carry over up to five (5) days, they have that option. This should be made known to all the supervisors for future planning during the school year of 1981-82.

Again, please post this clarification and notify your classified employees, referring to the list that you were sent.

Should you have any questions, please call.

AGREEMENT BETWEEN  
CSEA, CHAPTER 410, AND THE  
MORENO VALLEY UNIFIED SCHOOL DISTRICT  
MAY 31, 1989

CENTRALIZED CUSTODIAL SERVICES

The Moreno Valley Unified School District ("District") and the California School Employees Association and its Chapter 410 ("Association"), in settlement of PERB Complaint No. LA-CE-2798, agree as follows:

1. The Association will request PERB to dismiss with prejudice the above referenced complaint.
2. The District will post and fill six (6) additional full-time custodian positions, to be used as a floor crew. These positions shall be Custodian I's, Range 12, with an additional stipend of six percent (6%) for employees on permanent status on the floor crew. The District can assign employees on and off the floor crew at its option.
3. The District agrees that it will continue to expect a reasonable day's work from each custodian, and will not require unreasonable levels of work.
4. The District will inform site level managers and administrators regarding the custodian reorganization and the provisions of this agreement.
5. The District and the Association shall each appoint four (4) persons to a Custodial Review Committee, to be chaired by the Deputy Superintendent or his designee (who shall be one of the District appointees). This committee will hold its first meeting regarding custodial services forty-five (45) days after the District has filled the management/supervisory positions. The committee will meet within the 45-day period following the filling of the positions to set up the committee's format, criteria, rules, and objectives. The committee may meet to discuss custodial service prior to the end of the 45-day period if both CSEA and the District agree to meet. The committee shall investigate and report to the bargaining teams any complaints of under or over staffing of custodial workers at any District site. At the request of either the District or the Association, the District and the Association shall meet and negotiate regarding the committee's findings any time after 45 days after the committee's first meeting. The committee's findings may but need not be in the form of unanimous or majority reports, and minority reports shall also be reported to the bargaining teams.

Signed:

Moreno Valley Unified School District

California School Employees Association, Chapter 410

Catherine B. Moran  
Catherine B. Moran, Attorney at Law

Chuck Sheppard  
Chuck Sheppard, Field Rep.

Lester Johnson  
Lester Johnson

Christine M. Soares  
Christine M. Soares

Nicholas Ferguson  
Nicholas Ferguson

Phyllis Hulse  
Phyllis Hulse

Lynda Wisher  
Lynda Wisher

Nancy Corbin  
Nancy Corbin

Kenneth Sims  
Kenneth Sims

Margaret Fazio  
Margaret Fazio

Charles Jones  
Charles Jones

Lester Woodward  
Lester Woodward

Robert Romero  
Robert Romero

Mary Wheat  
Mary Wheat


Doris Moran  
Doris Moran

Charles Schwarz  
Charles Schwarz

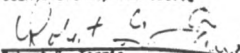
The Moreno Valley Unified School District and the Moreno Valley Chapter 410, California School Employees Association hereby agree as follows:

1. The classified position of Paraprofessional for Handicapped Students is intended to provide assistance to significantly handicapped students who require constant attention during their hours in school.
2. The hours of employment for Paraprofessionals for Handicapped Students will be determined by the number of hours in school of specific handicapped students. (A kindergarten student may require three clock hours of paraprofessional assistance; a high school student, seven or more hours.
3. As a handicapped student progresses from elementary to a secondary school within our district, the hours of a Paraprofessional will be likewise changed.
4. Should a handicapped student move from one school in our district to another, the Paraprofessional assigned to that student will likewise relocate.
5. Should a handicapped student leave our school district, the need for the Paraprofessional will cease to exist. Under that condition, the Paraprofessional employee will be entitled to all provisions of the reduction in force section of the collective bargaining agreement, as well as Education Code protections.

Dated: 5-9-85

  
Karen Lenaway  
CSEA Chapter 410 President

  
A. Alan Aldrich  
CSEA Field Representative

  
Robert G. Torrie  
Assistant Superintendent/Personnel  
Moreno Valley Unified School District

- meets bus  
through bus pick up

MORENO VALLEY UNIFIED SCHOOL DISTRICT  
PERSONNEL SERVICES


SIDE LETTER AGREEMENT


The Moreno Valley Unified School District ("District") and the California School Employees Association ("Association"), in full settlement of any pending or threatened grievance regarding the scheduling of the winter break in the 1988-89 or 1989-90 school year, which scheduling may have required unit members to use eleven (11) rather than ten (10) days of vacation or lose salary, agree as follows:


1. For the 1989-90 school year, the winter break for students shall be scheduled from December 18, 1989, through January 1, 1990, (11 school days). For classified employees in the bargaining unit, the District will provide a workday for employees who work less than twelve (12) months, on the day following the employee's last workday. A unit member will receive a regular day's pay, at the number of hours the unit member normally works, for one-half day's work. (That is, a 3-hour employee will work 1-1/2 hours for 3 hours pay.) If the unit member does not work for the extra workday, he/she will be able to take leave (if appropriate) or vacation for half the day (and receive a full day's pay).
2. The Association will withdraw with prejudice any pending grievance regarding the 1988-89 winter break, and will not prosecute any such grievance or assist any unit member in prosecuting claims for pay in any forum.
3. This Side Letter Agreement is not precedential, and shall not be cited by either party as evidence of the District's past practice in any future dispute.

Moreno Valley Unified School District

California School Employees  
Association

By   
Lester Johnson  
Assistant Superintendent  
Personnel Services

By   
Christine Soares  
President

  
Dianne C. Hylle

Date

12/13/89

Date

12/13/89

MORENO VALLEY UNIFIED SCHOOL DISTRICT

PERSONNEL SERVICES

SIDE LETTER AGREEMENT

The Moreno Valley Unified School District ("District") and the California School Employees Association ("Association"), agree to establish a new classification entitled "Health Clerk Technician," with the following provisions:

1. The job description for the position is attached hereto as Appendix A. (No language regarding insurability.)
2. The Range shall be 15.
3. The District will use the Acknowledgement of Training in Health Procedures, attached hereto as Appendix B.
4. The District will provide a witness when the health procedure requires the exposure of the student's private parts. The witness will be the same sex as the child.
5. If an employee is unable or unwilling to pass the training, he/she may remain as a Health Clerk at Range 9.
6. The Health Clerk Technician position will be an 8-hour position.

Moreno Valley Unified School District

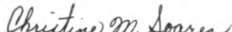
California School Employees  
Association

By



Lester Johnson  
Assistant Superintendent  
Personnel Services

By



Christine Soares  
President

Date

12/13/89

Date

12/13/89

ACKNOWLEDGEMENT OF TRAINING IN HEALTH PROCEDURES

On \_\_\_\_\_ (date) \_\_\_\_\_, the Moreno Valley Unified School District provided training in \_\_\_\_\_ (procedure) \_\_\_\_\_ to \_\_\_\_\_ (employee) \_\_\_\_\_. The health procedure was thoroughly explained during the training session, and the employee was given full instruction in how to implement the procedure.

---

FOR THE EMPLOYEE

I acknowledge that I have received the training described above.

Dated: \_\_\_\_\_  
Signature of Employee

---

FOR THE TRAINER

I acknowledge that \_\_\_\_\_ (employee) \_\_\_\_\_ has received the training described above, and is qualified to perform the procedures for which he/she was trained.

Dated: \_\_\_\_\_  
Signature of Trainer

---

The District covers employees under the District's liability insurance policy so long as the employee acts within the scope and course of employment.



Moreno Valley Unified School District

California School Employees Association, Chapter 410

Catherine B. Hagen  
Catherine B. Hagen, Attorney

Chuck Sheppard  
Chuck Sheppard, Field Rep.

Lester Johnson  
Lester Johnson

Christine M. Soares  
Christine M. Soares

Nicholas Ferguson  
Nicholas Ferguson

Phyllis Hurse  
Phyllis Hurse

Linda Wisher  
Linda Wisher

Nancy Corbin  
Nancy Corbin

Kenneth Sims  
Kenneth Sims

Margaret Fazio  
Margaret Fazio

Charles Jones  
Charles Jones

Lester Woodward  
Lester Woodward

Robert Romero  
Robert Romero

Mary Wheat  
Mary Wheat

Doris Moran  
Doris Moran

Charles Schwarz  
Charles Schwarz

Ratified by the Association on June 28, 1989.

Christine M. Soares  
Association President

Adopted by the Board of Education on June 29, 1989.

Robert C. Lee  
Superintendent and  
Secretary of the Board of Education

6178-0086182F018-01