

AGREEMENT

BETWEEN

**CHULA VISTA CLASSIFIED
EMPLOYEES ORGANIZATION**

AND

**CHULA VISTA ELEMENTARY
SCHOOL DISTRICT**

2006 - 2008

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ARTICLE 1. AGREEMENT

The Board of Education of the Chula Vista Elementary School District of San Diego County, State of California, (hereinafter "District"), and the Chula Vista Classified Employees Organization, (hereinafter "Organization"), agree as follows:

ARTICLE 2. RECOGNITION

2.1 The bargaining unit described pursuant to Chapter 10.7, Division 4 of Title I, Section 3545(b)(1), (2), and (3) of the Government Code is limited to classified employees of the Chula Vista Elementary School District in the positions of:

<u>Reallocation Group A (2008-09)</u>	CNS II	Network Administrator
Accountant	CNS III	Network Analyst
Accounting Technician I	CNS IV	Programmer/Analyst
Accounting Technician II	CNS, Baker	Senior Systems Analyst
Accounting Technician III	CNS Specialist	Storekeeper II
Accounting Technician IV	<u>Reallocation Group B (2009-10)</u>	
Attendance Accounting Tech	Adapted Aquatics Program Spec.	
Payroll Specialist I	Autism Support Assistant	
Payroll Specialist II	Family Literacy Technician	
Payroll Specialist III	Fine Arts Artist	<u>Reallocation Group C (2007-08)</u>
Clerk I	Fine Arts Program Designer	Carpenter-Glazier
Clerk II	Instructional Assistant I & II	Carpenter-Glazier - Entry Level
Clerk-Typist I	Instructional Assistant I & II, Spec. Ed.	Custodian I
Clerk-Typist II	Instructional Assistant, Behavior Spec.	Custodian II
Clerk-Typist II (Translator)	Instructional Assistant, CBET	Electrician
Clerk-Typist III	Instructional Assistant, Comp. Lab	Electrician - Entry Level
Community Relations Liaison	Instructional Assistant, ELL	ESSC Plant Operator
English Learner Support Tech.	Instructional Assistant, Even Start	ESSC Plant Operator Assistant
Facilities Technician	Instructional Assistant, Parent Education	Filter Technician
Planning and Facilities Tech	Instructional Assistant, PIP	Floor Covering - Entry Level
Pupil Services/Sp.Ed. Tech	IA, Parent Education	Floor Covering Technician
Research/Eval Specialist	IA, PIP	General Maintenance
School Attd Sec/Hlth Spec	IA, Preschool and Child Develop	General Maintenance - Entry Level
Sch Readiness/Spec Needs	Instructional Assistant, School	General Maint Equip Operator
Demonstration Project Tech	Readiness Program	General Maintenance Fabricator
School Secretary	Instructional Assistant, Vol Projects	Gardener-Groundskeeper
Secretary I	Interpreter-DHH	Gardener-Groundskeeper – Entry Level
Secretary II	Lead Fine Arts Program Designer	Grounds Equipment Operator
Secretary II (Sum/NCLB)	Lead Instructional Assistant-ELL	Irrigation Specialist
Secty. to the Dir. of Curr. & Inst.	Licensed Vocational Nurse	Lead Carpenter/Glazier
Secty. to the Dir. of Early Inter	Occupational Therapy Asst.	Lead Electrician
Secty. to the Dir. of Info	Occupational Therapist	Lead Gardener-Groundskeeper
Secty. to the Dir. of Lang. Acq	Rehabilitation Equipment Tech.	Lead General Maintenance
Secty. to the Dir. of Maint. & Oper.	Speech/Language Pathology Asst.	Lead HVAC
Secty. to the Dir. of Pupil Serv.	Student Attendant	Lead Irrigation Specialist
Student Attendance/Welfare Spec.	Student Attendant -Autism	Lead Locksmith
Student Placement Specialist	Student Attendant-Braille	Lead Painter
Student Placement Lead	Buyer	Lead Plumber
Student Placement Tech	Communications Technician	Locksmith
Welfare & Attendance Clerk (School)	Computer Support Technician I	Locksmith - Entry Level
Cataloging Technician	Computer Support Technician II	Painter
Clerk-Typist II (IMC)	Computer Support Technician III	Painter - Entry Level
Instr. Media/ Warehouse Clk	Delivery Driver/Storekeeper II	Plumber
Libray Media Technician	Digital Imaging Technician I	Plumber - Entry Level
Media Cataloger	Digital Imaging Technician II	Roofer
Ordering Purch Media Clk	Hardware Technician I	Roofer - Entry Level
CNS I	Hardware Technician III	Roofer/Floorer
	Info. Services Support Clerk	Trades I/HVAC
	Jr. Buyer	Trades II/HVAC
	Jr. Programmer	Trades III/HVAC
	Lead Buyer	Trades IV/HVAC
	Lead Storekeeper/Lead Driver	Automotive Mechanic

Automotive Mechanic Helper
Bus Attendant
Bus Driver
Bus Driver/Driver Instructor
Bus Driver/Transportation Asst.

Dispatcher
Heavy Equipment Mechanic
Lead Bus Driver
Lead Mechanic
Transp. Computer Supp. Tech. I

Transp. Lead Instructor
Transportation Specialist

2.2 The unit excludes

Management
Confidential Employees
Supervisory Employees
Certificated Employees

ARTICLE 3. DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive rights to determine its organization, direct the work of its employees, determine the times and hours of operation, determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required, maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities, establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, lay off, terminate and discipline employees; and to determine the effects and impact of any action implementing these rights.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law, and shall not be subject to the Grievance Procedure of this Agreement.
- 3.3 The District retains its right to amend, modify or rescind provisions of this Agreement in cases of emergency. The Determination of whether or not an emergency exists is solely within the discretion of the District.
- 3.4 Notwithstanding any other provisions of this Agreement, the employer, upon written notice to the Organization, may terminate any provision or provisions of this Agreement if the electorate or legislature approves or implements any law, which may have an adverse impact on income to the employer. In the event of such written notice to the Organization, the Organization may request meeting and negotiating for replacement provisions. Pending the outcome of such negotiations, the employer may change unilaterally working conditions set forth in the noticed provision or provisions.

ARTICLE 4. ORGANIZATIONAL SECURITY AND ORGANIZATION RIGHTS

- 4.1 With respect to the January 1, 2001, implementation of the provision of Senate Bill 1960 modification to the existing provisions of the Educational Employment Relations Act (EERA), the parties agree as follows:
- 4.1.1 The parties to this Agreement acknowledge that CVCEO has notified the District to implement the provisions of Government Code Section 3540, requiring as a condition of employment, the deduction of CVCEO dues or fair share fee from the wages or salary of every bargaining unit member. This agreement requires an employee as a condition of continued employment to either join the recognized or certified employee organization or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization for the duration of the agreement.
 - 4.1.2 The Organization shall have the sole and exclusive right to payroll deduction of regular membership dues and agency shop service fee payors.
 - 4.1.3 A Member may not revoke his/her membership or dues payment during the term of this agreement and can be revoked only at the end of this agreement.
 - 4.1.4 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
 - 4.1.5 Any new unit members shall within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Organization, or pay to the Organization a service fee. There shall be no charge to the Organization for such mandatory agency fee deductions.
 - 4.1.6 Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support the CVCEO except that such unit member shall pay, in lieu of a serve fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds except from taxation under section 501© (3) of Title 26 of the Internal Revenue Code:
 - 4.1.6.1 Chula Vista Welfare Council
 - 4.1.6.2 Child Find
 - 4.1.6.3 San Diego Children's Hospital Foundation

- 4.1.7 Those who object to joining or financially supporting employee organizations, pursuant to Section 5 above, shall submit proof of payment on an annual basis to the Organization and District as a condition of continued exemption from the provisions of Section 5 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before July 1 of each school year. A written statement of objection shall accompany the first year's proof of payment and is subject to verification by the Organization.
- 4.1.8 Any unit member making payments as set forth in Section 6 and 7 above, and who requests the grievance arbitration provisions of this agreement, shall be responsible for paying the reasonable cost of using said grievance or arbitration Procedures.
- 4.1.9 The Organization agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 4.1.10 The Organization agrees that it will indemnify and holds harmless the District from attorney's fees, costs, charges, fees, awards, and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that in consideration of the Organization's obligation thereunder the District will notify the Organization in writing of any matter within ten (10) days of service thereof upon the District. The District and the Organization agree to fully cooperate with each other on any matter commenced against the District. Given the obligation of the Organization to fully fund the defense to any challenge to this Article, the Organization may, at its discretion, choose between defending, settling in whole or in part, or appealing the matter.
- 4.2 The Organization shall have the right to receive release time for the president, Co-Presidents of the Organization or designee of the president, without loss of compensation, not to exceed twenty (20) days during the period of one (1) school year, for conducting business, which has been mutually agreed upon as District-Organization business.
- 4.3 In addition to the twenty (20) days included in Article 4.2, the Organization shall have the right to receive release time for the President, Co-Presidents or designee(s) for attendance at the following:
- 4.3.1 Negotiations pursuant to Government Code 3540, et seq.
 - 4.3.2 Reclassification/Reallocation negotiation meetings
 - 4.3.3 Presentation of grievances
 - 4.3.4 Meetings for the resolution of grievances
 - 4.3.5 Meetings initiated by the District, which may result in employee discipline
 - 4.3.6 Evaluation meetings initiated by the District when the employee's evaluation may reasonably lead to discipline

- 4.3.7 District initiated meetings where representation of the Organization is invited.
- 4.4 Reasonable advance notification shall be given to the immediate supervisor prior to the requested release time.
- 4.5 Release time must be taken in increments of no less than one (1) hour.
- 4.6 The District retains the right to operate and provide efficient service to students and staff in the event of a conflict.
- 4.7 Additional days may be requested by the Organization to have reasonable release time to conduct District-Organization business. Approval shall be at the sole discretion of the Superintendent or designee.

ARTICLE 5. WAGES

- 5.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the negotiated rates established for each classification as provided for in the appendices incorporated as part of this agreement.
- 5.2 Meritorious Longevity Increments
 - 5.2.1 Any bargaining unit member who has completed ten (10) or more years of continuous service with satisfactory or better service during the twelve (12) months immediately preceding longevity eligibility, as determined by the District, shall receive 4.5% of the regular base pay as a meritorious longevity increment to the regular base pay. The pay will be effective the first of the month following the date of hire unless the date of hire was the first available work day of the month, then the longevity increment would be effective as of that date.
 - 5.2.2 Any bargaining unit member who has completed thirteen (13) or more years of continuous service with satisfactory or better service during the twelve (12) months immediately preceding longevity eligibility, as determined by the District, shall receive 7.5% of the regular base pay as a meritorious longevity increment to the regular base pay. The pay will be effective the first of the month following the date of hire unless the date of hire was the first available work day of the month, then the longevity increment would be effective as of that date.
 - 5.2.3 Any bargaining unit member who has completed fifteen (15) or more years of continuous service with satisfactory or better service during the twelve (12) months immediately preceding longevity eligibility, as determined by the District, shall receive 9.5% of the regular base pay as a meritorious longevity increment to the regular base pay. The pay will be effective the first of the month following the date of hire unless the date of hire was the first available work day of the month, then the longevity increment would be effective as of that date.

- 5.2.4 Any bargaining unit member who has completed eighteen (18) or more years of continuous service with satisfactory or better service during the twelve (12) months immediately preceding longevity eligibility, as determined by the District, shall receive 11.5% of the regular base pay as a meritorious longevity increment to the regular base pay. The pay will be effective the first of the month following the date of hire unless the date of hire was the first available work day of the month, then the longevity increment would be effective as of that date.
- 5.2.5 Any bargaining unit member who has completed twenty-two (22) or more years of continuous service with satisfactory or better service during the twelve (12) months immediately preceding longevity eligibility, as determined by the District, shall receive 13.5% of the regular base pay as a meritorious longevity increment to the regular base pay. The pay will be effective the first of the month following the date of hire unless the date of hire was the first available work day of the month, then the longevity increment would be effective as of that date.
- 5.2.6 Any bargaining unit member who has completed twenty-five (25) or more years of continuous service with satisfactory or better service during the twelve (12) months immediately preceding longevity eligibility, as determined by the District, shall receive 15.5% of the regular base pay as a meritorious longevity increment to the regular base pay. The pay will be effective the first of the month following the date of hire unless the date of hire was the first available work day of the month, then the longevity increment would be effective as of that date.
- 5.2.7 Any bargaining unit member who has completed twenty-eight (28) or more years of continuous service with satisfactory or better service during the twelve (12) months immediately preceding longevity eligibility, as determined by the District, shall receive 18% of the regular base pay as a meritorious longevity increment to the regular base pay. The pay will be effective the first of the month following the date of hire unless the date of hire was the first available work day of the month, then the longevity increment would be effective as of that date.
- 5.3 Classification. The District and Organization agree to continue the Classification Committee to discuss position classifications and reallocations.
- 5.3.1 The "Reclassification Questionnaire" will be appended to this Agreement. The Committee shall set the starting and ending dates of the annual study. The Committee may thereafter recommend classification/reallocations to the Superintendent and the Board of Education, which shall be advisory only.
- 5.4 Extra Duty Assignments
- 5.4.1 Bargaining unit members who provide translations authorized by their supervisor will be paid at their regular rate of pay plus overtime if applicable. If Spanish is being translated in writing the unit member must meet the District minimum standard score of four (4).

- 5.4.2 Bargaining unit members who provide instructional aide and/or tutoring services, in supplemental District educational programs, will be paid at their regular hourly rate of pay plus overtime if applicable.

ARTICLE 6. PROFESSIONAL GROWTH ADVANCED TRAINING INCENTIVES

- 6.1 The current professional growth program shall continue for the duration of this Agreement. A description of the current professional growth program and payment schedule shall be available through the District's Human Resources Office.
- 6.2 Modifications to the current Professional Growth Program, which would affect unit members, will be addressed jointly by CVCEO and the District representatives.
- 6.3 Any bargaining unit member who has completed an AA degree or its equivalent as determined by the District, prior to or during his/her employment with the District shall receive a non-cumulative 2% regular base pay differential conditioned upon the following:
- 6.3.1 The degree reflects increased knowledge, understanding, and skills in the bargaining unit member's regular assignment.
 - 6.3.2 The degree results in personal development through alertness to an awareness of human and social factors of our society.
 - 6.3.3 The degree has contributed to the development of understanding and awareness of fields closely related to the bargaining unit member's area of specialization.
 - 6.3.4 Eligibility, general rules and procedures, and the application for and verification provisions of the current professional growth program shall apply to this provision with respect to the AA degree or equivalent.
- 6.4 The Professional Growth Program Handbook sets forth the types of educational programs and examinations that qualify for professional growth increments.

ARTICLE 7. HEALTH AND WELFARE BENEFITS

The following insurance plans, programs and benefits listed herein, as well as the respective insurance carriers contracting such plans, remain with the prerogative, discretion and sole determination of the District.

7.1 Health and IRC 125 Benefits

- 7.1.1 The District agrees to pay the exact cost of medical, dental, vision, life and income protection up to an annual cap for health benefit contributions of seven

thousand five hundred nine dollars and seventy cents (\$7,509.70) payable tenthly at seven hundred fifty dollars and ninety-seven cents (\$750.97). Medical insurance coverages will be provided through the Voluntary Employee Benefits Association (VEBA).

- 7.1.2 The District agrees to continue the IRS Section 125 Plan per IRS regulations in addition to the annual cash option of \$1,200 for those who elect cash in lieu of the health benefit options (medical only). No one will be allowed to elect the cash option unless he or she can provide proof of current alternative medical coverage. The amount will be payable at \$120.00 tenthly for each month waived. Should an employee lose alternative coverage, he or she will be allowed to re-enroll in a District-sponsored health plan. If for any reason this option is determined to be illegal or to impose more costs than gains, both parties agree to re-negotiate the terms and conditions of this agreement.
- 7.1.3 *Eligible Employees* shall be those unit members who work at least half-time (i.e., the equivalent of four (4) hours per day). The District shall contribute, on a pro-rated basis, the amount designated in 7.1.1 towards the cost of health insurance for eligible part-time employees as stated in 7.1.4.
- 7.1.4 *Grandfathered Employees* shall be part-time employees working less than four (4) hours per day hired prior to December 1, 1990, who enjoy a District contribution towards health insurance. Such employees shall continue to be eligible for the same level of District contribution towards health insurance as that provided under the 1989-90 Agreement for the duration of the employee's employment with the District.
 - 7.1.4.1 Grandfathered employees may participate in employee health and welfare benefits and the District shall pay a percentage of the costs of the premiums. The percentage paid by the District shall be the "District's percentage contribution level" (see Article 34.11.1.1).
- 7.1.5 Retirement means withdrawal from active employment from the District with a Public Employees Retirement System allowance. Benefit eligible employees who retire on or after age fifty-five (55) may apply to have medical insurance continued by the District subject to the terms and conditions set forth below.
 - 7.1.5.1 For those employees hired after the ratification of this provision, and who retire with at least ten years of continuous service, the last ten of which are benefit eligible service, the District shall contribute an amount up to the maximum of three thousand seven hundred seventy-eight dollars and ten cents (\$3,778.10) to be applied toward the monthly premium of the District group medical insurance program until the employee reaches age sixty-five (65).

- 7.1.5.2 Employees who were benefit eligible prior to the ratification of this provision, and who retire with at least ten years of continuous service, the last five of which must be benefit eligible service shall be grandfathered to a District post employment health care benefit contribution that is indexed on employee years of service and retirement age. Attachment E provides a complete list of the employees who are eligible for the indexed benefit. Attachment F sets the benefit amount for each combination of service years and retirement age. The employee's post employment health care benefit will be fixed at the retirement date for the full period of benefit eligibility. Employees in this grandfather group shall receive a 1% salary supplement effective July 1, 2007, and shall continue until the employee's retirement date or the employee's 65th birthday, whichever occurs first. NOTE: Any eligible grandfathered employee who retires before the ratification of this provision shall be entitled to receive the retirement contribution amount set forth in the previous Collective Bargaining Agreement.
- 7.1.5.3 These benefits shall be conditioned on the employee remaining eligible for said benefits. In the event the employee becomes eligible for benefits through another employer or receives benefits available through another employer's or a spouse's retirement system, he or she shall not be eligible for District benefits.
- 7.1.5.4 Benefit waiver stipends (paid to active employees who access other health care insurance and provide proof of same) are only available to retirees who access health care through a spouse's current active employer.
- 7.1.6 The employee or retiree shall be required to perform all acts necessary on the member's part to meet such requirements of the carrier of the District.
- 7.1.7 An employee on Board approved unpaid leave of absence shall have the option to remain an active participant in the District group insurance program conditioned upon the following:
- 7.1.7.1 The employee bears the full cost of the premium.
- 7.1.7.2 These benefits shall be conditioned upon the employee remaining eligible for said benefits. In the event the employee becomes eligible for medical insurance benefits through another employer, he or she shall not be eligible for the District benefits.
- 7.1.7.3 The employee shall be required to perform all acts necessary on the member's part to meet any such requirements set by the District or insurance carrier.

- 7.2 **Dental Insurance.** The District dental program shall include the San Diego County Schools Fringe Benefits Consortium Delta DPO Program, the Delta Care/PMI, or Western Dental Plan. Employees are responsible for all dependent dental premiums.
- 7.3 **Vision Insurance.** Effective December 1, 1992, the District shall provide each eligible employee vision insurance. Each eligible employee shall have the opportunity to enroll his/her eligible dependents in the vision plan provided that the employee shall bear the cost of insuring such dependents. The carrier shall be Medical Eye Services of California, Inc.
- 7.4 **Optional Life Insurance.** In addition to the District paid group life insurance plan in the amount of fifty thousand dollars (\$50,000), the District will provide the option for employees to purchase, at the employee's expense, life insurance through the Reliance Standard Life Insurance Company.
- 7.5 **Group Salary Protection.** The District agrees to provide for each eligible employee a District group salary protection plan. The salary protection plan shall be that provided in the plan documents of the Standard Insurance Company.
- 7.6 **Benefits Upon Termination of Employment.** Should an employee's employment terminate following the completion of his or her work year and before the commencement of the ensuing school year (work year) such employee shall be entitled to continued group medical, group dental and group life insurance coverage for the length of time and to the extent that the current group insurance premium has been completely paid. These benefits shall be conditioned upon the employee remaining eligible for said benefits. In the event the employee becomes eligible for medical insurance benefits through another employer, he or she shall not be eligible for the District benefits. The employee shall be required to perform all acts necessary on the member's part to meet any such requirements set by the District or insurance carrier. This provision shall not serve to limit employees who retire from any other benefits to which they might otherwise be entitled.
- 7.7 **Physical Examination.**
- 7.7.1 Exam for tuberculosis will be required every four (4) years.
- 7.7.2 The District shall not illegally require a physical nor mental examination of any employee.
- 7.8 **COBRA.** The District will comply with all Federal regulations regarding COBRA.

ARTICLE 8. HOURS

- 8.1 The length of any bargaining unit employee workday shall be established by the District in compliance with law for each bargaining unit member relative to the needs of the District.

- 8.2 Each bargaining unit member assigned to work five (5) or more consecutive hours per day shall be entitled to a duty-free non-paid lunch period not to exceed sixty (60) minutes in length at a time approved by the immediate supervisor. In the event it is necessary for the supervisor/administrator to interrupt a bargaining unit member's lunch period for any given day, the unused portion of the lunch period may be mutually scheduled by the supervisor/ administrator and the bargaining unit member during another time of that day.
- 8.3 Each bargaining unit member regularly scheduled to work two (2) or more hours up to four (4) hours per day shall be entitled to an accumulated rest period of ten (10) minutes at times approved by an immediate supervisor but not during the first or last one-half (1/2) hour of the workday.
- 8.4 Each bargaining unit member regularly scheduled to work four (4) or more hours up to eight (8) hours per day shall be entitled to an accumulated rest period of fifteen (15) minutes for each four (4) hour consecutive period worked, at times approved by the immediate supervisor but not during the first or last hour of the workday.
- 8.5 Any bargaining unit member called back to work to perform an authorized service to the District, either after normal working hours or on a day not worked, shall receive a minimum of two hours compensation at the legal overtime pay rate providing the employee has already completed eight hours of work on the day called back (or ten hours of work for those on four day, ten hour per day work week) or forty hours in the work week scheduled for the employee within which the employee has been called back.
- 8.6 Bus Drivers are responsible for taking rest periods at times that do not interfere with their assignment. If a driver is unable to take a rest period the driver shall schedule a rest period with his/her supervisor. Regular bus routes shall be designated as rest period or non-rest period routes. Routes with no scheduled rest period shall have earned rest periods adjusted to their base hours.

ARTICLE 9. EVALUATION PROCEDURES

- 9.1 Bargaining unit members shall be evaluated at least once every other school year. This shall not be deemed to limit the District from evaluating any bargaining unit member more than once every other school year as the District deems appropriate.
- 9.1.1 Probationary employees must complete six (6) months of continuous active service (excluding leaves, intersessions, and summer breaks) prior to becoming permanent. In no instance will the probationary period exceed one (1) year, including paid and unpaid leaves. The District will consult with the Organization regarding the extension of a probationary period. Such consultation shall be advisory only and shall not prevent the District from implementing an extension of a probationary period.
- 9.1.2 Probationary employees may be released without cause.

- 9.1.3 Normally, probationary employees will receive evaluations at four (4) and six (6) months. However, a probationary employee may be released without any evaluation.
- 9.2 At the beginning of each school year, each bargaining unit member to be evaluated will be given a copy of a blank "Classified Performance Evaluation Report" to familiarize him or her with the areas in which he or she will be evaluated.
- 9.3 The evaluator of any classified employee whose work assignment is observed more closely by a certificated employee(s), a classified lead person(s), or other supervisor(s) may seek the appropriate input prior to completing the final evaluation. Evaluative conclusions are at the sole discretion of the District and not a subject of grievance. In those instances where an employee receives an overall rating of "Does not meet district standards," the employee may request that the District and CVCEO review the conclusions of the Evaluator. Should there be no agreement on modification of the conclusions, the sole remedy of the unit member will be found in 9.4.
- 9.4 The bargaining unit member must indicate on the "classified performance evaluation report" that he or she has read the evaluation, agrees with the evaluation, or disagrees with the evaluation and wishes to attach a signed written statement to be submitted to the evaluator within ten (10) days indicating the areas of agreement and the reasons for disagreement. No reprisals will be taken against any bargaining unit member for reasons of submitting such written statement.
- 9.5 No permanent bargaining unit member shall receive any rating of "Needs Improvement" and/or "Unsatisfactory" unless the employee was given prior notice of such performance and was provided a reasonable opportunity to show improvement.
- 9.6 When a bargaining unit member is excessively or abusively absent, the District's operational efficiency will be negatively impacted. Attendance issues will be noted on the "Classified Performance Evaluation Report" by indicating the number of days the bargaining unit member was absent during the period of evaluation. Numbers alone will not be the only criteria for noting problems. Employees who evidence an unusual number of absences on Friday's, Monday's, days before or after holidays will be rated negatively on attendance.
- 9.7 Four or more categories rated as "E" (Exceeds District Standards) will automatically give an overall rating of "Exceeds District Standards." An overall rating of "Does Not Meet District Standards" applies when two or more evaluation categories are rated "N" (Needs Improvement) and/or "U" (Unsatisfactory).

ARTICLE 10. SAFETY

- 10.1 Bargaining unit members shall not be required to work with hazardous conditions or equipment. After a potential safety hazard has been brought to the attention of the District, the District shall determine if the reported condition is in reality hazardous.

- 10.2 It is the duty of all bargaining unit members in the course of performing their assigned duties to be alert to and report unsafe and/or hazardous working conditions to their immediate supervisor.

ARTICLE 11. TRANSFER

- 11.1 Permanent vacancies shall be posted for a period of five (5) workdays. Permanent vacancies do not include positions for which unit members returning from leave or from reemployment lists have rights. Vacancies filled by administrative or disciplinary transfers shall not be posted.
- 11.2 Qualified bargaining unit applicants within the posted classification shall be considered for voluntary transfers in accordance with the procedures set out in the current Transfer and Promotion Handbook for Classified Employees. Qualified shall be determined by scoring "Meets or Exceeds District Standards" in the overall rating category on the Classified Performance Evaluation Report.
- 11.2.1 Postings for vacancies shall include pertinent information for the classification, including but not limited to testing requirements, and the standards for passing the test (may vary depending on projected number of candidates to be interviewed). The "Minimum Qualifications" for the classification shall be standard; however, "Preferred Qualifications" may be site specific provided that they are related to the classification.
- 11.3 If a voluntary transfer request is denied, the bargaining unit member shall, upon written request, meet with the Assistant Superintendent of Human Resources or a designee to be provided the reasons for denial.
- 11.4 Promotional opportunities shall be posted pursuant to 11.1.
- 11.5 Unit members promoted shall be placed at a step which is at least as great as the District's discretionary placement of an applicant who is not currently an employee but who possesses substantially similar qualifications of experience, education, ability and training, provided that it shall not be less than a five percent (5%) increase.
- 11.6 Unit Members serving a probationary period in the District are not eligible for voluntary transfers within the same job classification.
- 11.7 Administrative transfer may be initiated by the District at any time such transfer is in the best interest of the unit member or the District.
- 11.8 Unit members administratively transferred shall be given notice as soon as administratively practical and be entitled to a personal conference with a Human Resources Administrator upon written request except when such a conference would negatively affect the efficient operation of the District. Unit members are entitled to representation at this meeting.

- 11.9 CVCEO may request in the interests of the unit member or other unit members that a unit member be administratively transferred
- 11.10 When the District determines it necessary, vacant positions will be filled. Positions filled by substitutes will not be maintained for an unreasonable period of time. A reasonable period of time will be sixty (60) calendar days. The sole remedy for a challenge to the reasonableness of filling the position will be consultation between CVCEO and the Superintendent or designee.
- 11.11 Only procedural violations of either this Article or the procedures set out in the current Transfer and Promotion Handbook for Classified Employees shall be grievable. The substantive judgment of the District in filling positions or determining vacancies is not grievable.

ARTICLE 12. JOB DESCRIPTIONS

- 12.1 The District and the Organization agree that the Organization shall have the right to consult over any unit member job descriptions which have been or are currently the subject of amendment or modification by the District. Such consultation shall be advisory only and shall not prevent the District from implementing any changes or amendments in job descriptions or from conducting the District's normal business and activities as a school district. Any new training requirements set forth in a job description shall provide eligibility in accordance with the provisions of Article 33.
- 12.2 For the purposes of review, job categories will be grouped in the following manner:

<p>Group A Accounting/Payroll Clerical/Secretarial Library/Media Services Child Nutrition Services</p>	<p>Group B Instructional Services Information Systems/Purchasing/ Warehouse</p>	<p>Group C Facilities/Maintenance/ Operations Transportation</p>
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- 12.3 Job descriptions shall be reviewed on a three year cycle as follows:

Group A (2008-09)	Group B (2006-07)	Group C (2007-08)
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with the review process recycled in subsequent years.

ARTICLE 13. VACATIONS

- 13.1 Twelve-month bargaining unit members who work thirty-five (35) hours or more per week and have completed six (6) months of continuous employment shall earn 1.083 days vacation for each calendar month worked (13 days vacation for each 12-month year of service.) This entitlement shall be prorated for employees working less than

thirty-five (35) hours per week. A day's vacation shall be based on the unit member's average daily salary for each calendar month worked.

The following chart is an example of three (3) typical workday categories for employees who work less than twelve (12) months.

WORK DAYS	1-6 YEARS	7-10 YEARS	11-12 YEARS	13-18 YEARS	19 + YEARS
180	10 DAYS	12-1/2 DAYS	13-1/2 DAYS	15 DAYS	17 DAYS
186	10-1/2 DAYS	13 DAYS	14 DAYS	15-1/2 DAYS	17-1/2 DAYS
200	11 DAYS	14 DAYS	15 DAYS	16-1/2 DAYS	18-1/2 DAYS

The following is an example of an employee who works twelve (12) months:

WORK DAYS	1-6 YEARS	7-10 YEARS	11-12 YEARS	13-18 YEARS	19 + YEARS
233	13 DAYS	16 DAYS	17 DAYS	19 DAYS	21 DAYS

- 13.2 Bargaining unit members who have completed seventy-two (72) months (6 years) of continuous employment shall earn an additional one-fourth (1/4) day vacation at the bargaining unit member's average daily salary for each calendar month worked commencing with the seventy-third (73rd) month (7th year) of continuous employment (16 days vacation for each 12-month year of service.)
- 13.3 Bargaining unit members who have completed one hundred twenty (120) months (10 years) of continuous employment shall earn an additional 1/12th day vacation (for example, one day per year for 12-month bargaining unit members) at the bargaining unit member's average daily salary for each calendar month worked commencing with the one hundred twenty-first (121st) month (11th year) (17 days vacation for each 12-month year of service.)
- 13.4 Bargaining unit members who have completed one hundred forty-four (144) months (12 years) of continuous employment shall earn an additional 4/25 day vacation (for example, two days per year for 12-month bargaining unit members) at the bargaining unit member's average daily salary for each calendar month worked commencing with the one hundred forty-fifth (145th) month (13th year) (19 days vacation for each 12-month year of service.)
- 13.5 Bargaining unit members who have completed two hundred sixteen (216) months (18 years) of continuous employment shall earn an additional 4/25 day vacation (for example, two days per year for 12-month bargaining unit members) at the bargaining unit member's average daily salary for each calendar month worked commencing with the two hundred seventeenth (217th) month (19th year) of continuous service (21 days vacation for each 12-month year of service.)
- 13.6 Example of vacation schedule for bargaining unit members who work a minimum of 12 months or 261 days including vacation and holidays.

YEARS OF SERVICE	EARNED VACATION
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1-6	13 DAYS
7-10	16 DAYS
11-12	17 DAYS
13-18	19 DAYS
19+	21 DAYS

- 13.7 No vacation will be scheduled for new 12-month employees until completion of six (6) months of continuous regular service. However, if it would be in the best interest of the District to do so, the Superintendent shall have the authority to grant earned vacation prior to the completion of six (6) months of regular service.
- 13.8 Bargaining unit members who are scheduled to work less than twelve (12) months a year will have their vacation during nonwork times indicated on the school calendar established by the District. If earned and accrued vacation time exceeds the number of days which could be taken during nonwork times indicated on the school calendar, a bargaining unit member shall be paid in lieu of taking vacation time unless the unit member requests either of the following and the District determines such request is in the best interests and efficient operation of the District as determined by the District:
- 13.8.1 To use the vacation time during scheduled work days.
- 13.8.2 To carry over up to one-half (1/2) the vacation days earned in the current school year to the next school year.
- 13.9 New employees who do not complete their first six (6) months of employment shall not be entitled to vacation benefits.
- 13.10 A twelve-month bargaining unit member may request to schedule his or her vacation at any time during the school year subsequent to the year in which it is earned. Vacation schedules should be submitted as soon as possible but notice to the immediate supervisor must precede the effective date(s) of vacation by at least three (3) weeks, unless the employee and the immediate supervisor mutually agree otherwise. Each request will be given individual consideration and will be granted by the supervisor except in cases where in the judgment of the supervisor:
- 13.10.1 The work requirements and efficient operation of the District require the vacation to be scheduled at some other time than that which has been requested.
- 13.10.2 When two or more bargaining unit members request to schedule vacations concurrently and the work requirements and efficient operation of the District limit the number of bargaining unit members on vacation to less than the total of the requests, approval shall be based upon both of the following:
- 13.10.2.1 The total number of bargaining unit members that may be on vacation relative to the work requirements and efficient operation of the District.

13.10.2.2 Approval of requests, up to the limit specified in 13.10.2.1 above, on the basis of greatest seniority. Seniority shall be defined in this provision as the length of continuous service in the skill/job area of the department or job site in which the bargaining unit member is working.

13.11 A unit member may carry over for use in the following school year up to one-half (1/2) the vacation days earned in the current school year.

ARTICLE 14. BEREAVEMENT LEAVE

14.1 In the event of the death of any member of his or her immediate family (mother, mother-in-law, father, father-in-law, grandmother or grandfather of the employee, or of the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or of the spouse of the employee, or any relative living in the immediate household of the employee) an employee shall be granted leave of absence with pay, not to exceed three (3) days, or five (5) days if in excess of two hundred (200) miles of one-way travel is required. An extension of these time limits or an inclusion of other members of the immediate family may be granted at the discretion of the Superintendent or designee. The administration shall be notified prior to each leave unless extenuating circumstances prevent such timely notification, in which case the responsibility for notification shall remain with the employee.

14.2 The District agrees to include "step" relationships to the same extent as currently set forth in Article 14.1 (e.g. mother, father, brother, sister, etc.).

ARTICLE 15. CHILDBEARING LEAVE

15.1 Bargaining unit members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom the same terms and conditions governing absences from other illness or medical disability. The length of the disability including the date on which the leave shall commence and the date on which the bargaining unit member shall resume duties, shall be determined by the bargaining unit member and the bargaining unit member's physician with certification of such to be sent by the physician to the District upon request.

ARTICLE 16. CHILDREARING LEAVE

16.1 Leave without pay shall be granted to any bargaining unit member according to the following provisions:

16.1.1 A bargaining unit member in paid status shall arrange an appointment with the office of the Assistant Superintendent, Human Resources Office, to review leave procedures and the related benefits available to bargaining unit members. This meeting must be held at least thirty (30) days prior to the beginning date of

leave. In the event of emergency or unforeseen circumstances, the Superintendent may waive the time limit.

16.1.2 The bargaining unit member is required to submit a written statement to the office of the Assistant Superintendent, Human Resources Office, at least thirty (30) days prior to the commencement of the leave. In the event of emergency or unforeseen circumstances, the Superintendent may waive the time limit. This statement shall include the following information:

- 16.1.2.1 The date the leave is to begin
- 16.1.2.2 Duration of the leave, and
- 16.1.2.3 Tentative date of delivery or adoption

16.1.3 Childrearing leave shall be granted upon written request to the Superintendent or designee for the current school year and one (1) additional year.

16.1.4 A bargaining unit member adopting a child may commence a leave at any time during the first year after receiving de facto custody of said child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

16.1.5 Return to duty from a childrearing leave will be dependent upon the following:

16.1.5.1 A bargaining unit member whose leave expires at the end of the school year must submit a written notice to the office of the Assistant Superintendent, Human Resources Office, by March 31 to return to work. Failure to timely notify the District shall be considered a resignation of the bargaining unit member.

16.1.5.2 If a bargaining unit member desires to return to work at an earlier date, other than the beginning of the school year, the bargaining unit member must notify the Assistant Superintendent, Human Resources Office, at least thirty (30) days prior to the desired date of return. If no opening is available at the time of desired return, then the first appropriate opening following this date of desired return will be used.

16.1.5.3 The bargaining unit member shall not be guaranteed reassignment to the same position or location, which he or she held at the time, the leave commenced. The bargaining unit member shall be given preference to his or her former location providing a vacancy exists at the time of return.

16.1.5.4 Before returning to work, the bargaining unit member's physician must verify that the bargaining unit member is able to resume the normal duties of responsibility. This applies only to bargaining unit members who have given birth.

16.1.6 For probationary bargaining unit members, childrearing leave shall be an interruption of this probationary period and not in lieu of service in meeting the requirements for serving this probationary period.

ARTICLE 17. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

17.1 Bargaining unit members are eligible for industrial accident and illness leave. The bargaining unit member absent from duty, for whom worker's compensation payments are being made, who has met the continuous service requirement, shall be granted leave according to the following provisions:

17.1.1 Allowable leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same accident.

17.1.2 Allowable leave shall not accumulate from year to year. Leave shall be granted for absence due to injuries and accompanying illness suffered on school premises or in the line of duty covered by worker's compensation subject to certification by a duly qualified physician as to the duration of the disability. No deduction shall be made from the sick leave allowance.

17.1.3 Industrial accident or illness leave will commence on the first day of absence.

17.1.4 Payment for wages shall not exceed the bargaining unit member's normal salary when added to the award granted the bargaining unit member under worker's compensation laws of this State.

17.1.5 When an industrial accident or illness leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to the amount of unused leave due him or her for the same illness or injury.

17.1.6 The industrial accident or illness leave will be used prior to sick leave.

17.1.7 Such paid leaves of absence shall not void or reduce the bargaining unit member's eligibility for other bargaining unit member benefits provided by law or by the policies of the District.

17.1.8 During all paid leaves of absence, the bargaining unit member shall endorse to the District salary loss benefit checks received under worker's compensation laws of this State.

ARTICLE 18. JUDICIAL LEAVE

18.1 On proof of necessity of jury service or to appear as a subpoenaed nonparty witness in court, other than as a litigant, a bargaining unit member shall be granted a leave of absence with pay in the manner provided for by law. At the discretion of the District, a

bargaining unit member may be granted a leave of absence to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the bargaining unit member. Such leave shall be granted with pay up to the amount of difference between the bargaining unit member's regular earnings and any amount he or she receives for jury or other reimbursement.

ARTICLE 19. LEAVE FOR DISTRICT BUSINESS

- 19.1 Leave shall be granted with pay when a bargaining unit member is requested by the District to attend a District-approved meeting, and such attendance occurs during the bargaining unit member's normal work schedule. Payment shall not exceed the bargaining unit member's regular earnings.
- 19.2 Any bargaining unit member may apply to attend any District-approved class or training session providing such class or training is designed to provide specific job-related information, it is sponsored by the District and attendance would be in the best interest and efficient operation of the District. Approved attendance shall be at the sole discretion of the Superintendent or designee. Leave to attend and payment of wages shall be in accordance with provision 19.1 above.

ARTICLE 20. LEAVE FOR PUBLIC OFFICIAL

- 20.1 Bargaining unit members serving as public elected officials may, at the discretion of the Superintendent and approval of the Board of Education, be authorized five (5) days of leave without loss of pay each year to attend meetings related to that agency.
- 20.2 Prior to approval of such leave, it shall be the responsibility of the applicant to provide the District with sufficient assurance that the meeting attendance is authorized by the government agency.
- 20.3 If there is need for leave beyond the five (5) day period, each request will be considered on an individual basis predicated upon the importance of the activity, which necessitates the request, the frequency of such requests, and the financial ability of the District to provide for such requests.

ARTICLE 21. LONG TERM LEAVE WITHOUT PAY

- 21.1 A leave of absence without pay may be granted at the discretion of the District to a non-probationary bargaining unit member according to the following provisions:
 - 21.1.1 Written requests for leave shall be submitted on the appropriate District form to the Superintendent or designee at least thirty (30) days prior to the commencement of a leave during the school year, and by March 31 of the current school year for leaves to commence the following school year. In cases of emergency or unforeseen circumstances, the Superintendent may waive the time limits.

21.1.2 Approved leaves shall not exceed one (1) year except for a two (2) year leave which may be granted to a non-probationary bargaining unit member who is accepted for service in the Peace Corps. Under special circumstances, a bargaining unit member may apply in the manner prescribed in paragraph 21.1.1 and be granted, at the discretion of the Superintendent or designee, a one (1) year renewal.

21.1.3 It shall be the responsibility of the bargaining unit member to notify the District of his or her intention to return or to request an extension of leave by March 31 of the year of the leave of absence. For leaves occurring during the school year, notification of intention to return or to request extension must be made at least two (2) weeks prior to the expiration of leave.

21.1.4 In the event that a bargaining unit member fails to notify the District as required in paragraph 21.1.3, the District may terminate, at its discretion, said bargaining unit member.

ARTICLE 22. MILITARY LEAVE

22.1 By request, a bargaining unit member who enlists, is inducted or recalled to active duty shall be granted a leave of absence for the period of such enlistment or required service.

22.2 A bargaining unit member who enters the military service has the right to return to and reenter a position similar to the one held by the unit member at the time of entrance into the service within three (3) months after the termination of his or her active service, but not later than six (6) months after the end of the war or national emergency for which the unit member entered the service, if the term of employment for which he or she was appointed has not ended during the unit member's absence. Probationary service shall be considered an unlimited term of service. Bargaining unit members who enter the service while on probationary status will assume the same probationary status upon return to the District.

22.3 Such right to return to his or her position shall not extend to or be granted to any bargaining unit member who shall fail to return and reenter his or her position within twelve (12) months after the first date upon which he or she could terminate active service.

ARTICLE 23. PERSONAL NECESSITY LEAVE

23.1 Personal Necessity Leave.

23.1.1 Personal necessity leave may be used for reasons including the following:

23.1.1.1 Death of a member of the bargaining unit member's immediate family as described in the bereavement provision, when additional

leave is required beyond that provided in the bereavement provision.

23.1.1.2 Accident, involving the bargaining unit member's person or property, or the person or property of a member of his or her immediate family as defined in Article 14, section 14.1, Bereavement Leave.

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

23.1.1.4 Unforeseen emergencies that are unavoidable during working hours.

23.1.1.5 Matters of compelling personal importance, which cannot be taken care of outside of working hours.

23.1.2 Approved personal necessity leave shall be with pay.

23.1.3 Leave without pay may be granted at the discretion of the District.

23.1.4 In addition to sick leave, each bargaining unit member shall have three (3) days of personal necessity leave annually, which can be accumulated if unused, to a maximum total of ten (10) days. After ten (10) days have been accumulated, no more personal necessity leave will be credited until used. Part-time bargaining unit members (less than 182 work days) shall be entitled to a prorated amount of such leave.

23.1.5 If available, seven (7) days of sick leave may be converted annually for personal necessity leave. No more than 10 personal necessity leave days may be taken in any fiscal year.

ARTICLE 24. SICK LEAVE

24.1 A bargaining unit member shall earn one (1) day of sick leave for each calendar month of service during each fiscal year for use if absent from duty because of illness or injury. The unused portion of annual sick leave shall accumulate from year to year. A part-time bargaining unit member shall be entitled to a prorated amount of such sick leave.

24.2 If sick leave extends beyond the days allowed for the current fiscal year, full pay will be continued for the total number of days of sick leave accumulated from previous years. Following this, a bargaining unit member shall be paid fifty percent (50%) of his or her regular salary during the period of such absence. This partial payment stops after a total of one hundred twelve (112) days of absence for a twelve-month bargaining unit member and one hundred ten (110) days for a ten-month bargaining unit member in any school year.

- 24.3 If a bargaining unit member's entire sick leave has been depleted, the bargaining unit member may request his or her accumulated vacation days.
- 24.4 A bargaining unit member of the Chula Vista Elementary School District having another position outside the District will not be paid for sick leave if he or she does not report to work for the District and does work on his or her other job.
- 24.5 Employees who evidence an unusual number of absences due to illness patterns, such as on Fridays, Mondays, days before or after holidays, or who are absent due to illness more than five (5) consecutive workdays may be required, at the District's request, to present a doctor's certificate.
- 24.6 The parties to the Agreement recognize Government Code section 20963 which provides regulations for crediting unused sick leave credit toward retirement.
- 24.7 The District and the Organization agree and believe that good nutrition, physical fitness and lifestyles, which foster good health, can be beneficial to unit members. To encourage unit members to participate in personal programs which can result in better health, any unit member who is employed on a full-time basis for a full year, and who maintains perfect attendance without the use of any sick leave, shall be eligible to receive a one-time, nonrepetitive increment of \$300.00, or \$150.00 if only one leave day is utilized from the above leave category. Payment shall be made to eligible employees following the last day in each school year in which eligibility is established. No increment shall be paid if two or more leave days are used in any period of eligibility. Unit members who are employed for a full year but who work less than a full-time, eight hours per day basis, shall be eligible to receive only that amount of nonrepetitive increment which bears the same ratio to the established full-time amounts stated herein, as the annual number of hours bears to the total number of work hours possible for the work year for a full-time unit members. This provision (24.7) shall be extended to the end of this contract.

ARTICLE 25. EXPIRATION OF LEAVE

- 25.1 When all paid leaves of absence have been exhausted by a bargaining unit member, the member may be placed, at the discretion of the District, on a health leave of absence without pay. Such leave is granted for up to one (1) year only, but may be extended for a maximum of one (1) additional year. If the bargaining unit member has not sufficiently recovered by the end of the leave period, he or she shall retire (if eligible), resign or accept dismissal for reason of health. Application for reemployment will be given full consideration when accompanied by evidence of full recovery and ability to meet current employment standards. If an applicant who was classified as a permanent bargaining unit member is rehired within a thirty-nine (39) month period after his or her last day of paid service, the District shall restore all rights, benefits and responsibilities of a permanent bargaining unit member as provided by law.

ARTICLE 26. SABBATICAL LEAVE

Sabbatical leaves may be granted by the Chula Vista Elementary School District to bargaining unit members who qualify under the following regulations:

26.1 **Purpose of Sabbatical Leave.** A sabbatical leave may be granted, at the discretion of the Superintendent and approval of the Board of Education, for the purpose of providing opportunity for completing requirements for a professional degree related to the improvement and the enrichment of the District and its goals to educate children.

26.2 Establishment of Eligibility

26.2.1 A bargaining unit member who has completed seven (7) consecutive years of satisfactory service with the Chula Vista Elementary School District shall be eligible for a sabbatical leave for a qualified program of study, conditioned upon the following:

26.2.1.1 The applicant must have received his or her AA or AS Degree or equivalent university credits.

26.2.1.2 Formal study is to be in an accredited college or university.

26.2.2 A bargaining unit member in his or her seventh (7th) year of service who applies for such leave may be granted, at the discretion of the Superintendent and upon approval of the Board of Education, a sabbatical leave subject to the satisfactory completion of the year's service. The following regulations will apply:

26.2.2.1 Periods of leave granted by the District shall not constitute a break in the continuity of service required for the sabbatical nor shall they be counted in the seven (7) years of service.

26.2.2.2 No bargaining unit member who has reached 68 years of age shall be granted a sabbatical leave because he or she would be unable to fulfill the two (2) years' service to the District. The bargaining unit member must return to the District and serve for two (2) school years following the sabbatical leave.

26.2.2.3 No bargaining unit member shall be eligible for more than one (1) sabbatical leave in any seven (7) year period.

26.3 **Qualifying Program for Sabbatical Leave.** Formal study in an accredited college or university for the purpose of completing the requirements for a professional degree.

26.4 **Length of Leave.** The sabbatical leave may be granted, at the discretion of the Superintendent, for a full school year or for one-half (1/2) of the school year, as requested by the applicant. A half-year sabbatical leave may be taken during either the first or second half of the school year. Additional leave (extension), if requested by the bargaining unit member, may be granted without pay at the discretion of the District.

- 26.5 **Limit.** The number of bargaining unit members on sabbatical leave at any one time shall not exceed one (1) bargaining unit member in any year.
- 26.6 **Period of Service.** The sabbatical leave shall count as an equivalent period of service in the District except when calculating the time for another sabbatical leave. The bargaining unit member's placement on the salary schedule shall count the sabbatical leave period as service, the sick leave benefits of the District shall accrue, although sick leave payments shall not be made and all other District benefits shall be provided as though the bargaining unit member were on active duty.
- 26.7 **Retirement.** The contributions to the Public Employees Retirement System shall be made by the bargaining unit member and the District as though the bargaining unit member were on active duty, except that these payments will be made on the actual compensation made to the bargaining unit member.
- 26.8 Interruption or Termination of the Sabbatical Leave
- 26.8.1 If the bargaining unit member should be incapacitated because of illness or accident and required to postpone or cancel his or her leave, this shall not prejudice the bargaining unit member from returning to the District or from completing the leave requirements under a special extension.
- 26.8.2 Upon request to the District by registered mail, accompanied by a doctor's verification, the sabbatical leave may be postponed or terminated, effective the date of incapacitation. At such time, the bargaining unit member shall be eligible for sick leave benefits under this Agreement. When the bargaining unit member is able to continue the provisions of the sabbatical leave, the leave may be continued.
- 26.8.3 In the event that a recipient of a sabbatical leave is forced to cancel the leave, he or she shall be reinstated in the District in a position similar to that from which he or she began the leave, if such vacancy exists. If no such vacancy exists, he or she shall be granted priority as a substitute until a vacancy occurs.
- 26.9 **Liability.** Both the Governing Board of the District and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any bargaining unit member of the District, when the death or injury occurs while the bargaining unit member is on sabbatical leave.
- 26.10 Compensation for the Sabbatical Leave
- 26.10.1 **Basic Payment.** The District shall pay to the bargaining unit member fifty percent (50%) of the salary to which he or she would be entitled if he or she were actually on duty in the District. Approval of any employment during the sabbatical leave period must be secured from the Superintendent prior to the acceptance of the employment.

26.10.2 **Method of Payment.** The sabbatical leave salary shall be paid in the same manner as though the bargaining unit member were on actual duty in the District.

26.10.3 **Surety Bond.**

26.10.3.1 Applicants must furnish a suitable bond indemnifying the school district for any salary paid the bargaining unit member during the period of sabbatical leave in the event the bargaining unit member fails to return to render two (2) full years of service to the District following the termination of the sabbatical leave; or, in the event the bargaining unit member fails satisfactorily to carry out the program of study.

26.10.3.2 Should the death, disability or illness of the bargaining unit member prevent the fulfillment of this obligation, no penalty shall be exacted of him or her, his or her heirs or the surety.

26.11 Application Procedures

26.11.1 Application for sabbatical leave for the following school year shall be made in writing on the regular form and sent to the Superintendent by January 15.

26.11.2 Application for sabbatical leave for the second semester of the school year shall be sent to the Superintendent by September 15.

26.11.3 The following points will be used in determining the priority for the granting of sabbatical leaves when more applications than the limit as indicated in 26.6 above are submitted:

26.11.3.1 The priority of application

26.11.3.2 Relative merits of reasons for desiring leave

26.11.3.3 Whether leave has been taken previously

26.11.3.4 Seniority of years of service in the District; and

26.11.3.5 Reasonable distribution of applicants by location

26.12 Reporting Procedures

26.12.1 A brief written report should be made to the Superintendent by February during the year of sabbatical leave, or by mid-term (November-April) during a one-semester leave. Such report should show that the program is being followed in acceptable manner. If changes need to be made in the program, these should be reported at once.

26.12.2 Within sixty (60) days after return to active duty following a sabbatical leave, a written report shall be filed with the Superintendent. Such a

report should contain detailed data about the educational activities undertaken, an appraisal of the professional value of the experience gained while on leave, the manner in which such experience or knowledge may be used for the benefit of the students or District, and other data necessary for a satisfactory report. A transcript of college units earned must be filed.

26.13 **Return to Duty.** At the expiration of the sabbatical leave, the bargaining unit member who has been granted such leave shall be reinstated, unless he or she agrees otherwise, in a position equivalent to that held by the unit member at the time leave was granted. It shall be understood that no bargaining unit member will be guaranteed a return to his or her previous location or shift.

26.14 **Additional Procedure.** The Superintendent is authorized to establish such further details of procedure as in his or her opinion may be necessary, provided that such details shall be consistent with the provisions of the Education Code.

ARTICLE 27. REPLACEMENT OR REPAIR OF BARGAINING UNIT MEMBER'S PERSONAL PROPERTY

27.1 The Board of Education will pay the cost of replacing or repairing property of a bargaining unit member such as eyeglasses, hearing aids, dentures, watches or articles of clothing necessarily worn or carried by the bargaining unit member, or vehicles, when such items are damaged in the line of duty without fault of the bargaining unit member by robbery or theft while the bargaining unit member is in the line of duty.

27.1.1 The District will reimburse a bargaining unit member for the loss, destruction or damage by arson, burglary or vandalism of personal property used in the schools or offices subject to section 27.2.3 below.

27.1.2 If the items are damaged beyond repair, or stolen, the actual value of such items will be paid. The value of such items shall be determined as of the time of the damage thereto or the robbery or theft and shall include normal allowance for depreciation.

27.1.3 The District will reimburse a unit member for up to Five Hundred Dollars (\$500) for the unit member's deductible expense in the event the unit member's insured vehicle and/or optional equipment attached thereto, such as a radio or tape deck, is damaged or stolen subject to Section 27.2 below.

27.2 Payments shall be based on the following:

27.2.1 No payment shall be made for any loss having a value of less than \$10.00 at the time of damage or theft nor shall any payment be made for repairs of less than \$10.00. The maximum payment for any one loss shall not exceed \$100.00 except in the case of vehicles where maximum payment shall not exceed \$500.00.

27.2.2 A written request for reimbursement for damage to property shall be filed by the bargaining unit member with the Business Office, on forms provided by the District, within forty-five (45) days of the date of loss and shall be signed by the bargaining unit member's immediate supervisor, principal or department head. The Business Office shall conduct such investigation as may be necessary. The decision to make payment and the amount of any payment shall be the sole judgment of the District.

27.2.3 Reimbursement for loss, destruction or damage by arson, burglary or vandalism of personal property used at District location is provided only when approval for the use of the personal property at District location was given BEFORE the property was brought to such location, when the value of the property was agreed upon by the person bringing in the property and the administrator. All personal property shall be listed on forms provided by the District. Immediate supervisors are encouraged to make every effort to release bargaining unit members in order to reconstruct member-made materials without causing additional cost to the District and without disrupting efficient operation of the District.

27.2.4 Reimbursement for vehicle damage shall be limited to payment for damages resulting from malicious acts of others while a vehicle is being used on authorized school business or from acts while a vehicle is parked or driven on or adjacent to school or other District premises or at the site of authorized school district activities.

27.2.5 Where the claim involves a vehicle, or theft of property, a report shall be made to the police and a copy of the police report shall be provided. In the event of damage to a vehicle, two (2) estimates of repair cost shall be provided.

ARTICLE 28. PAYROLL DEDUCTIONS

28.1 The District shall deduct dues as outlined in Article 4 and to the extent provided by law and regulations of the District and the County Education Department.

28.2 The District shall not be obligated to make effective any new, changed or discontinued deduction until it has had a reasonable amount of time to process the matter and submit it to the County Education Department for implementation.

28.3 Upon appropriate written authorization from a bargaining unit member, the District shall deduct from the salary of any bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or such plans or programs that have been approved by the Board of Education.

28.4 The Organization agrees to furnish any information needed by the District to fulfill the provisions of this section.

ARTICLE 29. PHYSICAL EXAMINATIONS

- 29.1 The District agrees to maintain the current physical examination Board of Education Policy No. 4212.4 for the duration of this Agreement except in the event of exigency or emergency.

ARTICLE 30. UNIFORMS

- 30.1 The District agrees to provide protective wearing apparel for the classification of automotive mechanic and automotive mechanic helper. Normal maintenance and cleaning costs of the uniform shall be paid by the District.
- 30.2 The District agrees to provide an annual uniform allowance of \$200.00 per year effective July 1, 1999 for Trades I/Painter, Trades II/Painter, Trades III/Painter, and Trades III/Lead Painter classifications.

ARTICLE 31. PROCEDURES FOR PROCESSING GRIEVANCES

31.1 Basic Principles

- 31.1.1 The purpose of this article is to provide a procedure for the consideration of grievances pertaining to a contract dispute which is defined as an alleged violation, misapplication or misinterpretation of the specific provisions of the contract as claimed by the grievant.
- 31.1.2 This grievance procedure applies only to items covered in this contract, which have not been specifically removed from the grievance provision.
- 31.1.3 Any grievant may present grievances relating to a contract dispute to the District and have such grievances adjusted without the intervention of the Organization as long as the adjustment is not inconsistent with the terms of this Agreement.
- 31.1.4 Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The District and the Organization agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level.
- 31.1.5 Failure by management to adhere to decision deadlines constitutes the right for the grievant to appeal automatically to the next level. Failure of the grievant to adhere to the submission deadlines shall mean that the grievant is satisfied with the latest decision and waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement.
- 31.1.6 Until final disposition of a grievance takes place, the grievant is required to conform to the direction of his or her supervisor, except when such direction would directly present a hazard to the grievant. In such cases of alleged hazard,

the grievant shall report such matters to the office of the Assistant Superintendent, Human Resources, or designee, who will decide the matter of conformance to the supervisor's direction.

31.1.7 When a grievance has been filed by a grievant, the grievant may terminate the grievance at any time by giving written notice to the District or its designee.

31.1.8 The District may terminate a grievance when the grievant fails to comply with time limits, to attend scheduled meetings to discuss or hear the grievance (the District will attempt to schedule meetings during a time agreeable to both parties), or to provide requested information at the grievant's disposal relating to the subject matter of the grievance. The District may give written notice, but shall not be required to, of such termination of the grievance to the grievant.

31.1.9 The grievant has the right to have a representative present at any level of the grievance procedure. The grievant, however, must be present at each level of the grievance procedure.

31.1.10 The Organization shall not solicit grievances.

31.2 Definitions

31.2.1 **Grievance**. A grievance is a claim by bargaining unit member(s) that there has been an alleged violation, misapplication or misrepresentation of a specific provision of this contract. The grievance shall not apply to any matter, which is prescribed by law. No District prerogative as prescribed by law or any matter outside the scope of representation shall be made the subject of a grievance.

31.2.2 **Grievant**. A grievant may be either bargaining unit member(s) or the Organization.

31.2.3 **Representative**. A representative is a fellow employee, the Organization or legal counsel who participates in the grievance procedure at the request of either of the parties to the grievance.

31.2.4 **Immediate Supervisor**. An immediate supervisor is the supervisor having immediate jurisdiction over the bargaining unit member who is filing the grievance.

31.2.5 **Day**. A day is any day in which the central administrative offices of the school district are open for business.

31.3 Procedure

“INFORMAL CONFERENCE”

31.3.1 Any bargaining unit member who believes he or she has a grievance shall present the grievance orally within 10 days to the immediate supervisor with the object of resolving the matter informally.

31.3.1.1 If the matter is not resolved informally with the immediate supervisor pursuant to Article 31.3.1, and prior to filing a formal grievance, the District and CVCEO or the grievant may agree to submit the matter of the Program for Conflict Resolution as specified in Article 42 of this Agreement. If Conflict Resolution is utilized, the time limit for filing a formal grievance pursuant to Article 31.3.2 shall be suspended during the attempted resolution under this provision.

“LEVEL I – FORMAL GRIEVANCE”

31.3.2 If the grievance is not settled during the informal conference or through the Program for Conflict Resolution, if utilized, and the bargaining unit member wishes to formally grieve the matter, the bargaining unit member shall present the grievance in writing on the Grievance Report Form (Appendix C, Page 1), to Human Resources as soon as possible but not more than twenty (20) days following the occurrence when the grievant knew, or should have known, of the circumstances which form the basis of the grievance. The written grievance shall contain the following information:

31.3.2.1 A description of the specific grounds of the grievance including names, dates and places necessary for a complete understanding of the grievance.

31.3.2.2 A listing of the provision(s) of this Agreement, which are alleged to have been violated, misapplied or misinterpreted.

31.3.2.3 A listing of the reason(s) why the immediate supervisor's proposed resolution of the problem(s) is unacceptable.

31.3.2.4 A listing of specific actions requested of the District, which will remedy the grievance.

31.3.3 The immediate supervisor shall meet with the grievant and representative if elected by the grievant, within ten (10) days following receipt of the written grievance. All parties to this grievance shall have an opportunity to present any witnesses they so desire.

“LEVEL II – SUPERINTENDENT/DESIGNEE”

31.3.4 If the grievance is not resolved at Level I (31.3.2), or if no written decision was rendered within ten (10) days following the meeting, the grievant may proceed to Level II (31.3.4) and shall within five (5) days following such date or within five (5)

days after receipt of the written decision, present the grievance in writing to the Superintendent or Designee (Appendix C, Page 2). The written grievance shall contain the same information as provided in section 31.3.2 with a copy of the decision rendered at Level I, if any.

31.3.5 Within ten (10) days from receipt of the grievance, the Superintendent or designee shall meet with the grievant, and representative if elected by the grievant, in an effort to resolve the grievance.

“LEVEL III – BOARD OF EDUCATION”

31.3.6 If the grievance is not resolved at Level II (31.3.4) or if no written decision was rendered within ten (10) days following the meeting, the grievant may proceed to Level III (31.3.6) and shall within five (5) days following such date or within five (5) days after the receipt of the written decision, present the grievance in writing to the secretary of the Board of Education (Appendix C, Page 3). Within fifteen (15) days, the Board of Education shall hold a hearing. The Board of Education will render a final decision on the grievance and present it in writing within ten (10) days to the grievant, the Organization, the Superintendent, the Assistant Superintendent for Human Resources and the immediate supervisor. The decision shall be binding on all parties. The parties to the Agreement recognize that the decision is reviewable by a court of competent jurisdiction.

ARTICLE 32. MILEAGE CLAIMS

32.1 Bargaining unit members who must use their own automobiles in connection with their assignments and performance of their duties, other than mileage in driving to and from their homes, and bargaining unit members who must travel between schools during their daily assignments, shall be reimbursed at the prevailing District rate subject to the following:

32.1.1 Prior approval to be granted by the Superintendent or designee.

32.1.2 Mileage reimbursements will be made quarterly or whenever reimbursements reach fifty dollars (\$50.00), whichever occurs first. Any bargaining unit member with claims for mileage reimbursement must file such claims at least once during the fiscal year.

ARTICLE 33. TRAINING

33.1 A bargaining unit member may request training on newly acquired District equipment conditioned upon the following:

33.1.1 The equipment was not previously used in the department and job classification of the unit member.

33.1.2 The equipment has been designated by the District for use by one or more members of the unit member's job classification at the requesting member's job location and department.

33.1.3 The selection of who shall be given training on the equipment shall be at the sole discretion of the District with consideration given to factors which include, but are not limited to seniority, the efficient operation of the District, experience and education of the requesting unit member, the District's compliance with state and federal mandates regarding affirmative action, etc.

33.1.4 The District retains the sole discretion in determining who shall regularly operate the equipment, including the right to contract with private vendors for services or materials.

33.2 Training During District-designated Work Time

33.2.1 The District shall provide CPR, first aid, and driver-required training conditioned upon the following:

33.2.1.1 Such training is a State, Department of Education, District or statutory requirement.

33.2.1.2 The District has determined employees in any classification must receive required training.

33.2.2 Should any additional training requirements be added by the District, State, Department of Education or Legislature, the Organization may request that the District consult over including such training during paid work time.

ARTICLE 34. LAYOFF AND EFFECTS OF LAYOFF

34.1 **Reason for Layoff.** Layoff shall only occur for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the classification shall be determined by length of service. Length of service is determined by the employee's initial date of service in a bargaining unit classification. The employee who has been employed the shortest time in the classification plus higher classifications shall be laid off first.

34.1.1 The District shall prepare and post a seniority list for each classification based on hours of paid service, exclusive of overtime, provided up to and including June 30, 1992. This seniority order shall establish the seniority for each unit member hired prior to July 1, 1992. Unit members hired or promoted/demoted after July 1, 1992 shall be added to the bottom of the seniority roster based on their initial date of service in that classification pursuant to Section 34.1.

34.1.2 The District shall provide a posting of the seniority list on an annual basis during the third week of January of each year.

- 34.1.3 Any challenges to the posted seniority list must be filed in writing with the District Human Resources Office within ten (10) days of the initial date of posting. The Human Resources Office shall report to the Organization a written list of unit members filing said challenges and a joint committee composed of District and CVCEO representatives shall be formed for the purpose of reviewing and resolving said challenges. In the event revisions to the seniority lists are made, such revised seniority list(s) shall be posted during the month of March of each year.
- 34.2 **Order of Layoff.** Any layoff shall be effected within a classification in inverse order of seniority.
- 34.3 **Notice of Layoff.** Any layoffs shall take place upon thirty (30) days written notice by certified mail or personal service. Any notice of layoff shall specify the reason for layoff and identify by name and classification the employees designated for layoff. The Organization shall be provided a list of all bargaining unit employees noticed of layoff pursuant to this section. Such notification shall be provided the Organization concurrent with individual employee notification. The notice to the Organization shall be by certified mail or personal service.
- 34.3.1 The Notice of Layoff requirements of Article 34.3 shall not apply to an employee hired as an instructional assistant in a child-specific assignment, an odd kindergarten assignment, or to work with a teacher in training if the employee is being released due to the conclusion of that assignment.
- 34.4 **Bumping Rights.** An employee laid off from his/her present classification may bump within the same classification or into the next lowest classification in which the classifications to avoid layoff.
- 34.4.1 The District shall discuss with unit members who have a right to bump (displace) less senior employees their rights and alternatives. Unit members with bumping rights may indicate their preference(s) for placement based on their seniority as compared with the seniority of other unit members impacted by the layoff.
- 34.4.2 A unit member with displacement rights may request an opportunity to interview supervisor(s) in order to determine his/her preference(s). A supervisor who will be receiving an employee by reason of the employee exercising his/her displacement rights may request to interview the eligible applicants. Such interviews shall be by interview panels comprised of the supervisor, a CVCEO appointed member, and a District employee (which may or may not be a bargaining unit member) designated by the supervisor. Unit members denied an assignment consistent with their submitted preference(s) shall be entitled to a written statement of the reason(s) for the decision provided that the written request for reasons is submitted to the Human Resources Office within ten (10) calendar days of the decision. In such circumstances, the reason(s) for the decision shall be consistent with the findings and recommendations of the interview panel members.

- 34.4.2.1 In the event a unit member participates in a supervisor-initiated interview and subsequently withdraws his/her request for a preference assignment, the unit member shall be subject to assignment at the discretion of the District.
- 34.5 **Equal Seniority.** If two or more employees subject to layoff have equal classification seniority, the layoff determination shall be made as follows: 1) among employees who do not have the same initial date of service, seniority for purposes of the layoff determination shall be determined by the initial date of service; 2) among employees having the same initial date of service, the layoff determination shall be determined by lot.
- 34.6 **Reemployment Rights.** Laid-off persons are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment defined or undefined in this Agreement.
- 34.7 **Voluntary Demotion or Voluntary Reduction in Hours.** Employees who take voluntary reductions in assigned time in lieu of layoff shall, in addition to the thirty-nine (39) months, be granted an additional twenty-four (24) months of reemployment rights.
- 34.8 **Notification of Reemployment.** An employee who is laid off and is subsequently eligible for reemployment pursuant to Section 6 and/or 7 shall be notified in writing by certified mail or personal service. Such notice, if mailed, shall be sent to the employee's address of record.
- 34.9 **Employee Notification to the District.** An employee shall notify the District in writing by certified mail or personal service of his/her intent to accept or refuse employment within ten (10) working days following receipt of the reemployment notice. Failure by the employee to tender the written notice to the District within ten (10) days, as provided for herein, shall be deemed a refusal of employment by said employee. The laid-off employee may decline three (3) offers of employment before relinquishing his/her position on the list. If an employee on a reemployment list refuses the third offer of employment, no additional offers will be made and the employee shall be considered unavailable for work.
- 34.10 **Reemployment.** Employees who accept a position lower than their highest former classification shall retain their original thirty-nine (39) months rights to the higher position.
- 34.11 **Effects of Layoff.** The provisions of this section shall apply equally to bargaining unit members experiencing a reduction in hours or a separation from District service due to layoffs.
- 34.11.1 Unit members who are either laid off or reduced in hours as a result of layoff following the completion of their work year will continue to receive benefits pursuant to Section 7.6 of Article 7. Unit members who are

either laid off or reduced in hours as a result of layoff prior to completing their work year shall receive the same level of benefits as enjoyed immediately prior to layoff for not less than ninety (90) days or until June 30, whichever occurs first.

- 34.11.1.1 Grandfathered employees (see Article 7, Section 7.1.4.1) who suffer an hours reduction which reduces the District's percentage contribution level to a lower percentage level shall receive the higher percentage District contribution level for not less than ninety (90) days or until June 30, whichever occurs first and shall then receive a District percentage contribution level based on the reduced work hours.
- 34.11.2 Laid off bargaining unit members shall be given the opportunity to indicate a desire to serve the District as a substitute employee in classifications/positions for which they are qualified and available. Said laid off employees shall be given the opportunity for this substitute service in preference to other substitutes.
 - 34.11.2.1 Laid off employees shall be given preference to other substitutes unless he/she has received two (2) or more unsatisfactory substitute evaluations submitted by different supervisors, if applicable.
- 34.11.3 **Consultation with Organization.** The Organization shall have the right to consult with the District regarding the implementation of any layoff pursuant to this Article including the redistribution of bargaining unit member work load following layoff.
 - 34.11.3.1 Any alleged violation of the provisions of this section shall be subject to consultation between the Organization and the District, provided such violation/challenge is filed by the Organization in writing with the District Human Resources Office within thirty (30) days of the alleged violation.
 - 34.11.3.2 It is expressly understood that the exercise of consultation rights as provided herein will not delay the implementation of any layoff conducted pursuant to this Article.

ARTICLE 35. COMPLETE AGREEMENT

- 35.1 The Organization acknowledges that during the negotiations which preceded this Agreement they had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall constitute the full and complete commitments of both parties.

Therefore, for the life of this Agreement, the parties voluntarily and unequivocally waive the right and agree that neither shall be obligated to negotiate collectively, unless there is mutual agreement by the parties to reopen negotiations on any specific matter, except as otherwise specified in this Agreement.

ARTICLE 36. SAVINGS

- 36.1 If any articles, sections or provisions of this Agreement shall be found to be contrary to or in conflict with federal or state statute or a PERB ruling or regulation, that specific article, section or provision only shall be rendered void with no effect because of contradiction or conflict with federal or state law to any other article, section or provision of this Agreement.
- 36.2 Such article, section or provision, upon being rendered void, shall revert to the authority of the Board.

ARTICLE 37. CONCERTED ACTIVITIES

- 37.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the exclusive representative or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity.
- 37.2 The exclusive representative and its officers, agents and members recognize the duty and obligation to comply with the provisions of this Agreement and to make every effort toward inducing all bargaining unit members to do so. In the event of a strike, work stoppage or slow-down or other interference with the operations of the District by bargaining unit members who are represented by the Organization, the Organization agrees in good faith to take all necessary steps to cause those bargaining unit members to cease such action.
- 37.3 It is agreed and understood that any bargaining unit member violating this Article may be subject to discipline up to and including termination by the District.

ARTICLE 38. MEETING AND NEGOTIATING

- 38.1 The exclusive representative for the classified employee bargaining unit and the District agree that either party may notify the other, in writing, between March 15 and April 15 in the year that this contract expires, of its request to modify, amend or terminate the Agreement.
- 38.2 The exclusive representative may give notice to the Board by certified mail between April 15 and May 15 of each subsequent year for the duration of the contract of its desire to reopen negotiations on Article 5, Article 7 and three (3) additional reopeners.

Upon receipt of written notice, arrangements shall be made pursuant to provisions of the Educational Employment Relations Act, including the public notice provision, for meeting and negotiating to commence.

- 38.3 In the event that neither party gives appropriate written notice to the other of its desire to modify, amend or terminate any of the aforementioned specific provisions within the specified time limitations, these provisions shall be extended for at least another year.
- 38.4 The parties agree to meet and negotiate in good faith after appropriate written notice has been received, pursuant to the above paragraph, on any of these specific provisions to be modified, amended or terminated, the completion of the public notice provision of the Educational Employment Relations Act has occurred and the Board of Education has adopted its initial proposal.

ARTICLE 39. COMPLAINT PROCEDURE

Parents or guardians of pupils enrolled in the District, citizens, or pupils may present informal (oral) and/or formal (written) complaints regarding members of the bargaining unit to the District. Parents, guardians, citizens or pupils should be encouraged to present informal (oral) complaints first to the employee who is the subject of the complaint, or to that employee's immediate supervisor, prior to presenting any formal (written) complaint to the District.

- 39.1 **Informal (Oral) Complaints.** No record of any informal (oral) complaint shall be placed in the personnel file of a member of the bargaining unit unless:

39.1.1 The employee's immediate supervisor or a designee conducts an investigation about the complaint. Such investigation may include a conference with the complainant, a District representative, the employee and the employee's representative.

39.1.2 The member of the bargaining unit has been given prior notice of the informal (oral) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten calendar days) to present relevant information to his or her immediate supervisor or the Assistant Superintendent.

- 39.2 **Formal (Written) Complaints.** The District shall forward as soon as practicable to the member of the bargaining unit any formal (written) complaint regarding that member. A member of the bargaining unit shall forward as soon as practicable to the immediate supervisor any formal (written) complaint received by the member regarding himself or herself. No record of any formal (written) complaint or the complaint itself shall be placed in the personnel file of the member of the bargaining unit unless:

39.2.1 The employee's immediate supervisor, the Assistant Superintendent or a designee conducts an investigation about the complaint. Such investigation may include a conference with the complainant, a District representative, the employee and the employee's representative.

- 39.2.2 The member of the bargaining unit has been given prior notice of the formal (written) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten calendar days) to present relevant information to his or her immediate supervisor or the Assistant Superintendent.
- 39.3 No record of any complaint shall be kept if an investigation by the District shows that the complaint has no merit, and/or the District believes that no record shall be maintained.
- 39.4 Anonymous complaints shall not be processed pursuant to the provisions of this section.
- 39.5 The provisions of this section shall be interpreted as policies pursuant to the requirements of Education Code section 35160.5(c) and shall be reviewed annually consistent with any reopener procedures in the Agreement.

ARTICLE 40. FAMILY AND MEDICAL LEAVE

40.1 Length of Leave Entitlement:

- 40.1.1 An eligible employee is entitled to a total of 12 work weeks of leave during any 12-month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
- 40.1.2 The 12 month period is measured backward from the date of leave use. All leave usage which qualifies under the terms of the FMLA leave shall be counted towards the available 12 work weeks within a 12 month period, including intermittent and reduced workload leaves.
- 40.1.3 Reduced workload leave entitlement is calculated on cumulative hours of leave taken, up to the number of hours equivalent to 12 times the number of hours normally worked weekly.

40.2 Length of Employment Eligibility:

- 40.2.1 Any employee who has been employed for at least 12 months AND who has been in a paid status for at least 1250 hours during the 12-month period immediately preceding the commencement of the leave is eligible for Family and Medical Leave.

40.3 Eligible Purposes:

- 40.3.1 Leaves for any of the following purposes qualify for Family and Medical Leave:

- 40.3.1.1 The birth of a child of an employee, and to care for a newborn;

- 40.3.1.2 The placement of a child with an employee in connection with the adoption or foster care of a child by an employee;
 - 40.3.1.3 Leave to care for a child, parent or a spouse who has a serious health condition; or
 - 40.3.1.4 Leave because of serious health condition that makes the employee unable to perform the essential functions of his/her position.
- 40.3.2 Both father and mother may take leave for the birth, or placement for adoption or foster care, of a child. In addition, an expectant mother may be entitled to leave prior to the birth of a child for prenatal care purposes if her condition makes her unable to work. Circumstances may also require leave prior to the actual placement of a child for adoption or foster care. For example, to attend counseling sessions, appear in court or consult with his/her attorney in connection with the placement of a child.
- 40.3.3 If both the husband and wife are employed by the District, the aggregate number of work weeks of leave to which both are entitled is limited to 12 work weeks during any 12 month period for the birth or placement for adoption or foster care of the employees' child, or to care for a parent with a serious health condition. This limitation does not apply to leave taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness.
- 40.3.4 Leave to care for a family member includes both physical and psychological care, including providing comfort and reassurance which would be beneficial to a seriously ill child or parent receiving inpatient care; or, making arrangements for third-party care of a family member.
- 40.3.5 A "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves:
- 40.3.5.1 Any period of incapacity or treatment in connection with or in consequent to a hospital, hospice or residential medical care facility;
 - 40.3.5.2 Any period of incapacity requiring absence from work, school or regular daily activities of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
 - 40.3.5.3 Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days or for prenatal care.

40.3.5.4 Continuing supervision by a health care provider when the parent, child, spouse or employee are severely ill but may not be receiving continuing active care or treatment (e.g., when suffering from Alzheimer's, late stages of cancer or a severe stroke).

40.3.6 "Continuing treatments" include:

40.3.6.1 Two or more visits to a health care provider;

40.3.6.2 Two or more treatments by a health care practitioner (e.g., physical therapist) on referral from, or under the direction of a health care provider; or

40.3.6.3 A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g., medication therapy).

40.3.7 Intermittent leave or reduced work schedule leaves may be allowed when the absence required is not due to a condition that is incapacitating at that point in time (e.g., appointments for cancer treatments, physical therapy, prenatal care). When leave is taken because of the birth or the placement of a child for adoption or foster care, intermittent leave or reduced workload schedule will not be approved if the intermittent leave or reduced workload schedule will adversely impact the office or department of the employee.

40.3.8 If an employee requests intermittent leave or reduced workload leave to care for a spouse, child or parent or for the employee's own serious health condition, the employee may be required to temporarily transfer to an available alternative position for which the employee is qualified and that:

40.3.8.1 Has equivalent pay and benefits; and

40.3.8.2 Better accommodates recurring periods of leave than the regular position of the employee.

40.3.9 Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions" unless inpatient hospital care is required. Absence because of an employee's substance abuse, without treatment, does not qualify for FMLA leave.

40.4 **Paid/Unpaid Leave:**

40.4.1 Leave provided by FMLA in excess of available accrued paid leave shall be unpaid. Any available paid accrued leave shall be used prior to unpaid leave for the employee.

40.5 **Health and Dental Insurance Benefits:**

40.5.1 Health care and dental benefits coverage shall be continued during the 12 weeks FMLA leave period under the same terms and conditions as applicable to all other employees. Upon expiration of FMLA leave entitlement, if additional unpaid leave is authorized, continuation of health care and dental benefits coverage shall be allowed with the employee paying all costs of coverage or as may be allowed in other applicable policies.

40.6 **Failure to Return from FMLA Leave:**

40.6.1 If an employee indicates his/her intent not to return from leave (including at the start of the leave), or if the employee fails to return from leave, paid health and dental coverage will cease unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave, or other circumstances beyond the employee's control, (such as where an employee's spouse is unexpectedly transferred to a new job location, someone other than an immediate family member has a serious health condition which the employee needs to care for, or the employee is laid off while on leave. The employee's desire to stay with a family member even though the family member no longer requires the employee's care, or a mother's decision to stay home with a newborn child and not return to work, do not qualify as "other circumstances beyond the employee's control."

40.6.2 Except as provided above, if an employee fails to return after expiration for eligibility for FMLA leave, the employee shall pay the full cost of coverage for health and dental benefits during the entire period of unpaid FMLA leave. Any amounts due under this section may be deducted from any sums due the employee (e.g., unpaid wages, vacation pay, etc.). Failure to reimburse the District for the cost of coverage during the period of the unpaid leave shall result in termination of coverage. If an employee is unable to return to work because of the continuation, recurrence or onset of a serious health condition, the employee shall provide medical certification of such claim. The certification shall be issued by the health care provider of the employee or by health care provider of the employee's child, spouse or parent if the employee is unable to return to work because of the need to take care of one of these individuals. The certification shall indicate that the employee is prevented from performing the functions of the position or is needed to care for the family member on the date the leave expired. If a requested certification is not provided within 30 days, the cost of coverage provided during the period of unpaid FMLA leave shall be due and payable.

40.7 **Employee Status While on Leave:**

40.7.1 FMLA leave does not constitute a break in service for purposes of longevity and/or seniority. Seniority shall not be earned for any period of time on unpaid leave. Employees returning from leave shall return with no less seniority for purposes of layoff, recall, or other seniority related benefits.

40.8 **Medical Certification/Recertification:**

40.8.1 Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for FMLA leave. The certification shall indicate the estimated duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated or every 30 days, if requested by the Human Resources Office.

40.8.2 The employer may, at its own expense, require the eligible employee to obtain the opinion of a second health care provider designated or approved by the employer. When the second opinion differs from the first, the employer may require, at its own expense, that the employee obtain the opinion of a third health care provider designated and approved jointly by the employer and employee. The opinion of the third health care provider shall be considered final and binding on the employer and employee.

40.8.3 If leave is foreseeable, medical certification must be provided within fifteen days after receipt of the employee's request for leave. If the employee fails to provide certification, the leave may be denied until certification is provided. If the leave is not foreseeable, the certification shall be provided within fifteen days, or as soon as is practicable under the circumstances. Failure to provide certification within a reasonable time under the pertinent circumstances may result in denial of continuation of the leave.

40.9 **Advance Notice Required:**

40.9.1 If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the need for a leave, the employee shall provide notice as soon as he/she learns of the need for a leave -- at a minimum, 30 days written advance notice.

40.9.2 If the event necessitating the leave becomes known to the employee less than 30 calendar days prior to the employee's need for a leave, the employee shall provide as much advance notice as possible, and, at a minimum, written notice no more than five working days from learning of the need for the leave.

40.9.3 If the need for a family care leave is foreseeable, due to a planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide reasonable advance notice of the need for the leave and consult with the supervisor regarding the scheduling of

the treatment or supervision so as to minimize disruptions to the school/department. Any such scheduling shall be subject to the approval of the health care provider of the family member.

40.9.4 Prior to granting a leave under this policy, medical certification as identified above, may be required.

40.10 Reinstatement Upon Return From Leave:

40.10.1 Upon return from FMLA leave, an employee shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided the employee is able to perform the essential duties of the position.

40.10.2 If the FMLA leave was due to the employee's own serious health condition, prior to returning to work the employee shall provide a certification from the health care provider that the employee is able to resume the essential duties of the position.

40.11 Remedies for Employer Violation of the Act:

40.11.1 If an employee's rights under the FMLA have been violated, the employee may file a complaint with the Secretary of Labor, the Fair Employment and Housing Commission, or file a private lawsuit within two years after the last action which the employee contends was in violation of the Act, or three years if the violation was willful.

AUTHORITY and REFERENCE: Federal Family and Medical Leave Act of 1993
California Family Rights Act of 1991 (G.C. 12945.2)
Amended by AB 1460, Chapter 827, 1993

ARTICLE 41. DISCIPLINE PROCEDURE

41.1 Procedures for Discipline are referenced in Board Policy 4218.

ARTICLE 42. PROGRAM FOR CONFLICT RESOLUTION

42.1 The District and CVCEO agree to institute a program for Conflict Resolution.

42.2 When the District, an employee or CVCEO identifies an issue of mutual concern, which does not constitute a negotiable matter within the scope of representation, the parties may utilize the interest-based approach ("The Wheel") to seek possible resolution of the issue.

- 42.3 The District or CVCEO shall provide a trained facilitator, mutually agreed upon, to moderate at a meeting scheduled to address the identified issue.
- 42.4 The parties to the Agreement recognize that the Grievance Procedure (Article 31) is and remains the sole remedy for an alleged violation, misapplication, or misinterpretation of this Agreement.

ARTICLE 43. CATASTROPHIC LEAVE BANK

43.1 Creation

- 43.1.1 The District has established a Catastrophic Leave Bank, effective July 1, 2002. The Catastrophic Leave Bank shall be funded in accordance with the terms of Article 43.2 below.
- 43.1.2 Duty days are defined as the contractual number of hours which constitute the unit member's workday.
- 43.1.3 Days in the Catastrophic Leave Bank shall accumulate from year to year.
- 43.1.4 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- 43.1.5 Unit members contributing to the Bank and meeting the criteria set forth in Article 24.7, Sick Leave Incentive, shall not be adversely affected.

43.2 Eligibility and Contributions

- 43.2.1 All unit members on active duty with the district are eligible to contribute to the Catastrophic Leave Bank provided that the unit member has accrued no less than one (1) year's annual accrual of sick leave days after making the required annual contribution to the Bank. The amount shall be based on the unit member's current assignment at the time that the contribution is required. Exceptions may be granted by mutual agreement of both CVCEO and CVESD pending extenuating circumstances for the 2001-02 school year only.
- 43.2.2 Participation is voluntary, but requires contribution to the Bank as defined below. Only contributors will be permitted to withdraw from the Bank.
- 43.2.3 Contributions for the fiscal year shall be made during the enrollment period between July 1 and October 31 of each school year. Unit members returning from extended leave which included the enrollment period and new hires with transferable sick leave will be permitted to contribute within 30 calendar days of beginning work.

43.2.4 The annual rate of contribution by each participating unit member for each school year shall be equivalent to one (1) duty day as outlined in 43.1.2 up to a maximum of one-half (1/2) of the unit member's annual accrual.

43.2.5 A unit member's eligibility for the Bank terminates automatically if she/he fails to make the required annual contribution.

43.2.6 The Organization and the District shall meet prior to April 30 of each school year to consider the appropriateness of a waiver of the annual donation requirement for current members of the Bank, expected utilization of those days.

43.3 **Withdrawal from the Bank**

43.3.1 Catastrophic Leave Bank participants whose accrued sick leave is exhausted may request a withdrawal from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member for an extended period of time, as defined, in Education Code 44043.5(1). This definition does not include workers' compensation related injuries or illnesses.

43.3.2 Unit members must use all accrued leave available to them, but not differential leave as defined in Article 24.2 before eligible for a withdrawal from the Bank.

43.3.3 If a unit member is incapacitated, applications may be submitted by the participant's agent or member of the family.

43.3.4 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty duty days. Unit members may submit a request for an extension. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty duty days. Unit members may submit a request for an extension of a withdrawal for one (1) additional twenty-duty day allotment for each catastrophic illness or injury.

43.3.5 If a reoccurrence of the same illness or injury incapacitates a unit member, a request for withdrawal may be made if the unit member has returned to work for at least ninety consecutive duty days.

43.3.6 Participants in the Bank shall make requests for withdrawal of duty days to the Human Resources Services and Support Division and will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. The request shall be considered by an administrative designee of the Human Resources Services and Support Division and a written decision rendered within ten (10) working days of receipt of the request.

43.3.7 In the event that the request is approved, the unit member making the request and the Organization shall be notified in writing of the approval, including the number of duty days to be withdrawn.

43.3.8 In the event that the request is denied, the unit member making the request and the Executive Board of the Organization shall be notified in writing of the denial. The unit member may appeal the denial to a review committee consisting of one (1) District representative and two (2) Organization representatives. The Human Resources Services and support Division and the designated review committee must come to a majority decision and shall keep information regarding the nature of the illness or injury confidential. The decision of the review committee shall be reported in writing to the unit member within ten (10) duty days of receipt. This decision shall be final and not subject to the grievance process of the Agreement.

43.3.9 If the Catastrophic Leave Bank does not have sufficient to fund a withdrawal request, the District is under no obligation to provide days. In such event, the District and the Organization shall meet to consider a request of voluntary donations from the current participants for the purpose of replenishing the Bank. If a request is denied because of insufficient days to fund the request, the request may be reconsidered by Human Resources Services and Support Division at such time as sufficient donated days are available.

43.3.10 Approved withdrawals shall become effective immediately upon the exhaustion of the unit member's accrued leave.

43.4 Administration of the Bank

43.4.1 The Human Resources Services and Support Division shall have the responsibility of maintaining the records of the Catastrophic Leave Bank.

43.4.2 The Human Resources Services and Support Division shall provide application forms for contributions to unit members annually.

43.4.3 Representatives of the District shall meet with representatives of the Organization no later than September 30 of each school year to provide the following information:

43.4.3.1 The total number of accumulated days contributed by unit members.

43.4.3.2 The names of participating unit members.

43.4.4 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned as determined by the District and the Organization to the current members of the Bank.

ARTICLE 44. DURATION OF AGREEMENT

44.1 Term. This Agreement shall be in effect upon ratification by both parties and shall remain in effect up to and including Date June 30, 2008.

FOR THE DISTRICT

FOR THE ORGANIZATION

Date

Date