



ARTICLE I: AGREEMENT

This is an Agreement made and entered into this 11th day of December, 2007 between the ABC UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its ABC Chapter #24 (hereinafter referred to as "CSEA").

The purpose of this agreement is to promote the improvement of personnel management and employer-employee relations, to provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

ARTICLE II: RECOGNITION

The District recognizes CSEA as the exclusive representative for the purposes of the Educational Employment Relations Act (Government Code Section 3540, et seq., Title I, Division 4, Chapter 10.7) for the classified employees in the appropriate unit of clerical/technical employees as defined herein below.

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The District recognizes that work customarily and routinely performed by the classifications listed in the recognition shall be completed by the members in the CSEA bargaining unit.

Accounting:

- Accounting Technician
- Special Programs and Services Technician
- Fringe Benefits Specialist
- Payroll Technician
- Position Control Technician
- Budget Technician
- Nutrition Services Accounting Technician
- ASB Bookkeeper
- Nutrition Services Accounting Assistant

Clerical-Typist:

- Credential Technician
- Insurance Technician
- Senior Personnel Technician
- Insurance Assistant
- Technology Assistant
- Word Processing Graphics Technician
- Work Order Systems Technician
- Adult Vocational Program Technician
- District Instructional Materials Technician
- College Career Center Specialist
- Personnel Technician
- Placement Technician
- Library/Media Technician – Middle & High School
- Pupil Records Technician
- Library/Media Technician – Elementary
- Clerical Assistant

Communications Technician
Personnel Clerk
Senior Audiovisual Clerk
Senior Library Clerk
Library Media Clerk
Senior Clerk Typist
Intermediate Audiovisual Clerk
Health Records Clerk
District Receptionist
Career Center Technician
Mail Room Clerk
Clerk

Information Systems:

Senior Information Systems Specialist
Programmer Analyst III
Network Analyst II
Programmer Analyst II
Network Analyst I
Programmer Analyst I
Operations Analyst
Information Systems Support Technician
Computer Operator

Instructional Assistance:

Occupational Therapist
Intervention Specialist
Senior Instructional Media Technician
Student Intervention Assistant Leadworker
Health Technician-Head Start
Intermediate Instructional Media Technician
Resource/Testing Assistant
Community Liaison Specialist
Student Intervention Assistant
Pool Attendant
Gym Attendant
Instructional Media Technician
Social Services Aide
Job Coach
Children's Center Liaison Aide
Teacher Assistant-TMH
Accompanist
Paraeducator-Behavior Management
Paraeducator-Special Education II
Paraeducator-Special Education I
Paraeducator-Bilingual
Paraeducator-Adult Education
Paraeducator-Classroom

Miscellaneous:

Job Development Specialist
Research, Planning and Evaluation Specialist

Publications:

Senior Offset Press Technician
Reprographics Technician II
Reprographics Technician I
Offset Press Technician
Offset Press Operator Trainee

Purchasing and Stores:

Senior Buyer
Buyer
Purchasing Assistant
Purchasing Technician
Expediter

Secretarial:

Secretary-Maintenance, Operations, and Transportation
Senior Secretary III
School Secretary II
Secretary I

When a change (addition, deletion, or reclassification) in the recognized units is contemplated, the District shall meaningfully involve CSEA in consideration of the reasons for the change. The final determination of the actual changes shall be made by the Director-Human Resources subject to approval by the Board of Education.

Specifically excluded from recognition are those employees who are in the operational/support services employees unit and all employees who are management, confidential, or who are not part of the classified service including, but not limited to, employees in the following classifications:

Management/Confidential Employees:

Administrative Assistant
Administrative Secretary
Alternate Dispute Resolution Facilitator
Coordinator-Child Welfare and Attendance
Coordinator-School and Community Partnerships
Credentials Analyst
Director-Fiscal Services
Division Assistant
Director-Maintenance, Operations and Transportation
Director-Purchasing/Risk Management
Executive Administrative Assistant
Manager Information Systems
Manager-Maintenance Services
Manager-Nutrition Services
Modernization Coordinator
Supervisor-Accounting
Supervisor-Food Production/Operations
Supervisor-Graphics
Supervisor-Grounds and Buildings
Supervisor-Payroll and Fringe Benefits
Supervisor-Purchasing
Supervisor-Transportation
Supervisor-Warehouse

Confidential Employees:

Administrative Assistant
Administrative Secretary
Credentials Analyst
Division Assistant
Executive Administrative Assistant

ARTICLE III: DEFINITIONS

1. "District" refers to the ABC Unified School District.
2. "Board of Education" or "Board" refers to the duly elected governing body of the ABC Unified School District.
3. A "unit member" is a classified employee who is a member of the appropriate unit as defined in Article II: Recognition.
4. An "immediate supervisor" is the management employee having the first line jurisdiction over the unit member.
5. A "day" is a day when the District's central office is open for business.
6. "CSEA" refers to the California School Employees Association and its Chapter #24, the exclusive representative of the classified employees of the District.
7. "Negotiate in good faith" refers to a sincere and honest effort on the part of each party to reach agreement.
8. "Classification" or "class" is a single unique position in the classified service or a group of positions in the classified service which are sufficiently similar in duties and responsibilities that the same descriptive title, minimum qualifications, and salary range are appropriate for all positions in the group.
9. "Hire date seniority" is the initial date of employment by the District in any classification, provided there has been no break in employment. A reinstated unit member has an adjusted date of hire to account for the period of time during which the unit member was not employed by the District.
10. "Bargaining unit seniority" is determined by the date assigned to a classification included in the bargaining unit.

ARTICLE IV: DISTRICT RIGHTS

- A. It is understood and agreed by the parties that the District retains all of its powers, rights, authority, duties and responsibilities conferred and vested in it by the laws, and the constitution of the State of California, and of the United States, including, but not limited to the exclusive right:
 1. To determine its management organization and exercise administrative control of the District and its properties and facilities and the activities of its employees;
 2. To direct the work of its employees, determine the times and hours of operation and

determine the kinds and levels of services to be provided and the methods and means of providing those services, and subject to the applicable provisions of law to enter into contracts with private vendors for services;

3. To hire all employees; to determine whether, when and where there is a job opening; and, subject to the provisions of the law, to determine qualifications for employment and the conditions for unit members' continued employment; and, to promote, demote, assign, transfer, classify, discipline, terminate and evaluate all such employees;
 4. To establish educational policies, goals and objectives; to ensure the rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of persons required to maintain the efficiency of District operations;
 5. To build, move or modify facilities; establish budget priorities and procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency, as defined in Section C of this Article;
 6. To administer all employee health and welfare benefit plans including the selection of all carriers of health and welfare benefit plans, and the manner and method of funding such plans.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 hereof are in conformance with the constitution and laws of the State of California and the constitution and laws of the United States.
- C. The District retains its right to suspend the provisions of this Agreement in cases of emergency for the duration of the emergency. An emergency is a natural catastrophe. When an emergency is called, the District will notify CSEA of the reasons for the emergency, the expected duration of the emergency and the specific Articles of Agreement that are suspended by the emergency.
- D. The exercise of the foregoing powers, rights, authority, duties and responsibilities including the determination of whether or not an emergency as defined in Section C of this Article exists is solely within the discretion of the District and is expressly excluded from the provisions of Article XVIII: Grievance Procedures.

ARTICLE V: ASSOCIATION RIGHTS

- A. CSEA may use District facilities subject to the following conditions:
1. All CSEA business, discussions and activities requiring the use of facilities shall be conducted by unit members or CSEA officials outside established work hours as defined in Article X: Hours and Overtime.
 2. CSEA may use District facilities upon proper completion and submission of an application and agreement for Use of School Facilities (Civic Center Act Form). CSEA agrees to comply with the District rules and regulations governing the use of school facilities.

- B. CSEA shall have the right to post notices on unit member bulletin boards provided by the District at each work location/school site in areas frequented by unit members. Such notices shall identify CSEA as the sender of the communication and contain the date of the posting.
- C. CSEA may use unit member mail boxes and intra-district mail for written communications to unit members to the extent permitted by law.
- D. Authorized representatives of CSEA shall be permitted to transact official CSEA business with unit members on school/District property before the normal work time, during authorized breaks, meal periods or after the assigned work time. CSEA representatives shall not in any way interfere with unit members while they are engaged in the performance of their assigned work.
- E. Authorized representatives of CSEA must check in with the work location/school administrator (or designee of the work location/site administrator) before contacting unit members on the premises of District property including schools and other work locations.
- F. The District shall provide CSEA with two (2) copies of the Board agenda and backup materials for each Board meeting, exclusive of closed session materials.
- G. Mailing labels shall be provided to CSEA a maximum of six times per year and a complete roster of unit members containing name, address, phone number, work location, job title, and hours/months worked shall be provided to CSEA upon written request at intervals not to exceed three times per year.
- H. Unit members may be represented by CSEA in their employment relationship with the District. Such representation may include but not be limited to such matters that affect the unit members' continued employment relationship with the District, at times when disciplinary action is contemplated or when unit members are reviewing their personnel file.
- I. Upon request, the District shall grant the president of CSEA a semester or full year unpaid leave of absence. Such leave shall not constitute a break in service for the purpose of retaining previously earned seniority credit.
- J. The District agrees to provide an unpaid leave of absence not to exceed five (5) days per year for each delegate authorized by the Chapter for the purpose of attending the CSEA annual conference. Unit members who hold a State office may be granted five (5) days of unpaid leave to conduct necessary CSEA business. In times of emergency the District may deny the delegate or officer's absence for this purpose.
- K. Each school year the District and CSEA will mutually determine the needs of unit members for inservice training.
- L. CSEA shall be entitled to forty-five (45) days of release time each school year covered by this Agreement for use by the CSEA President or other CSEA representatives designated by the President for CSEA business or processing grievances. CSEA may purchase additional days of release time for CSEA business at the cost of the involved unit member's substitute. Unit members shall not be released for a time period of less than one-half (½) day. CSEA shall make a written request to the Superintendent (or designee) at least one (1) day prior to the date of the requested release time.
- M. Upon tentative agreement of the negotiating teams for CSEA and for the District, the District shall have 150 copies of the Agreement prepared and delivered to CSEA. Within thirty (30) days of the ratification of the Agreement by CSEA and by the District, the District shall have copies

prepared and delivered to all unit members.

- N. A minimum of one (1) CSEA representative will sit on any interviewing panel for the purposes of hiring school principals and higher management positions. Names selected by CSEA chapter representative will be submitted to Human Resources for final approval.

ARTICLE VI: ORGANIZATIONAL SECURITY

Service Fee:

- A. It is the mutual intention of the parties that the provisions of this Article protect the rights of the individual employees without restricting CSEA's right to require every bargaining unit member, except those exempt from these provisions to pay a fair share of the cost of collective bargaining activities.
- B. Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in standing in CSEA are required, as a condition of continued employment to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
- C. No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.

Religious Objection:

- A. Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such worker shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 © (3) of Title 26 of the Internal Revenue Code:

1. Red Cross
2. United Way
3. March of Dimes

Any worker claiming this religious exemption must file a written request for exemption with CSEA. If the request is granted, the work shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made or shall authorize payroll deduction of such payments.

Dues and Service Fee Deductions:

- A. CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for the employees in the bargaining unit. The employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the District. Such authorizations shall remain in effect until expressly revoked in writing by the worker. The

employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the employer shall pay the designated charity sums deducted in lieu of service fees from the wages of employees whose requests for religious exception pursuant to this agreement have been approved by CSEA. Along with each monthly payment to CSEA, the employer shall, without charge furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deductions for dues, service fees or charitable contributions.

- B. Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.
- C. The employer shall immediately notify the CSEA chapter treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- D. The employer shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the employer that the employee is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.

Hold Harmless and Indemnification:

- A. CSEA agrees to hold harmless, including payment of costs and attorney fees, and indemnify the District, its officers, officials, agents, representatives, and employees from any and all liability arising out of or enforcing the provisions of this Article.

ARTICLE VII: COMPENSATION

A. **Salary Schedule**

The District shall increase the CSEA Salary Schedule by 2.75% effective 7/1/07.

B. **Salary Step Advancement**

- 1. Unit members will be entitled to advance one step on the Clerical/Technical Employees Salary Schedule on the anniversary date provided the highest step on the salary range has not been attained.
 - a. The anniversary date for all unit members shall be July 1.
- 2. Unit members must have rendered paid service for 75 percent or more of the required days of service in the regular school year, counting days of paid leave, to advance one step on the schedule.
- 3. Unit members shall be limited to a one-step advancement from one school year to the next.

C. **Longevity Increments**

A long service recognition benefit may be paid to unit members in addition to the regular rate of pay.

- 1. Effective July 1, 2000, Upon completion of 9 years of service, unit members shall

receive an additional one-percent (1%) over salary schedule placement. Effective July 1, 2007, for unit member completing nine (9) years of service, the longevity increment will be increased one and one-half percent (1.5%). Employees eligible for the 9-year longevity increment prior to 7/1/07 are excluded. Upon completion of 12, 15, 18, 25 and 30 years of service, unit members shall receive an additional two and one-half percent (2.5%) over salary schedule placement for each increment attained.

2. Longevity pay shall become effective on the first working day of the month following completion of the required years of service.
3. Employees hired prior to May 1, 2003 will be subject to “double compounding” method of computing longevity and inservice growth stipends. Specifically, such employees will have longevity and inservice growth percentages calculated on the basis of their current salary schedule placement plus any earned longevity and/or inservice growth.
4. Employees hired after May 1, 2003, shall have longevity stipends calculated strictly as a percentage of an employee’s salary schedule placement.

D. **Differential Compensation**

1. **Night Shift:** Any full-time unit member whose normal work shift has at least one-half of the shift between the hours of 4:00 p.m. and 6:00 a.m. shall receive a differential of \$100.00 per month.
2. **Split Shift:** Any full-time unit member whose normal work shift contains one or more periods of unpaid time equal to or exceeding one hour in continuous duration, exclusive of a meal period, shall receive a differential of \$100.00 per month. Part-time unit members assigned a split shift and who work an average of twenty (20) hours per week shall receive a proration of the differential.
3. **Infant Center:** Any full-time instructional aide assigned to the Infant Center shall receive a differential of \$125.00 per month for the performance of distasteful duties related to the care of infants. Part-time instructional aides shall receive a proration of the differential.
4. **Distasteful Duty:** Any unit member required to perform duties of a distasteful nature which are not consistent with duties normally assigned to the classification shall receive a differential of \$125.00 per month. Part-time unit members assigned such duties shall receive a proration of the differential. These duties may include specialized physical health care services after training and under the supervision of a school nurse.
5. **Bilingual:** Any administratively-designated position requiring bilingual skills as a part of the actual assignment shall receive a differential of three percent (3.0%).
6. **On-Call Duty:** Effective 7/1/07, Maintenance, Operations & Transportation unit members who assist the Maintenance, Operations & Transportation managers with off-hour dispatching duties shall receive a flat \$275.00 per week (7 calendar days) for such duty. This duty is rotated among those Maintenance, Operations & Transportation unit members on a voluntary basis. On-call unit members are required to carry a beeper and a cellular telephone on 24-hour standby. When the beeper or telephone rings, the on-call unit member must check the nature of the call and dispatch the call to the appropriate maintenance worker, site administrator, or maintenance manager.

E. **Travel Expense Reimbursement**

Unit members using personal vehicles on authorized District business shall be reimbursed at the current Government rate.

F. **Training Requirement Reimbursement**

Any unit member who is directed in writing by the Director-Human Resources or designee to obtain additional coursework and/or training to meet the requirements of his/her job description shall, at the discretion of the District, be either reimbursed for the tuition and supplies necessary for such coursework or, in lieu of reimbursement, the District shall provide the necessary on-site training.

G. **Temporary Assignment to a Higher Classification**

1. An employee may be required to perform duties that are inconsistent with the duties assigned to his/her regular position and are normally duties assigned to a higher classification. If such assignment continues for a period of five (5) working days or more within a fifteen (15) calendar day period, additional compensation shall be provided to the employee for working in the higher classification.
2. Any assignment to work temporarily under a class title higher in salary level than the regular classification shall be compensated for the duration of the assignment as if a promotion had taken place. If the employee temporarily assigned to a higher class is due for a salary step advancement in his/her regular classification, he/she shall receive step advancement on the range for the higher class to which temporarily assigned, unless the initial step placement in the higher class is equal to or exceeds a five percent (5%) increase over the new step placement due the employee for his/her regular classification.

H. **Inservice Growth Program**

Unit members shall be entitled to participate in the Inservice Growth Program as provided.

1. **Definition**

- a. The Inservice Growth Program is a system designed to recognize improvement in unit members' personal job-related knowledge and effective on-the-job performance through additional salary increments.
- b. The Inservice Growth Program shall consist of job-related activities which:

Provide comprehensive background information relative to a unit member's job;
 - (2) Provide increased skill, training and knowledge relative to a unit member's job;
 - (3) Provide additional skill, training, and knowledge to enable a unit member to qualify for promotional positions that are closely related to his/her current position.
- c. Inservice credit may be acquired by unit members for the following activities:
 - (1) Coursework

- (2) Workshops
- (3) Conferences and conventions

2. **Coursework**

- a. Inservice credit may be earned by unit members for successfully completing courses at universities, colleges, junior colleges, trade schools or adult education. Such credit shall be granted subject to the following conditions:
 - (1) Prior approval to take the course for Inservice credit has been secured.
 - (a) Requests for prior approval of coursework must include a course description or short outline of course content.
 - (2) A "C" or better grade has been earned.
 - (3) Successful completion of coursework has been verified by a transcript or grade card from the school attended. (Adult Education must be verified by the person in charge of the class on the appropriate District form.)
 - (a) No other verification shall be accepted.
- b. Credit for coursework shall be earned as follows:

College	1 point per semester unit
Junior College	1 point per semester unit
Trade Schools	1 point per semester unit
Adult Education	14-30 hour course = 1 point
	31-65 hour course = 2 points

 - (1) Coursework taken at institutions which are on a quarter system shall be credited at the rate of two-thirds (2/3) of a point for each unit earned.
- c. Coursework must be taken at accredited educational agencies approved by the Western Association of Schools, Colleges and Universities.
- d. Work experience courses will not be approved for credit exceeding the actual number of hours per week of classroom attendance which result in some portion of the number of units awarded by the institution.

3. **Workshops**

- a. Inservice credit may be earned by unit members for attendance and involvement in in-district or out-of-district workshops. Such credit shall be granted subject to the following conditions:
 - (1) Prior approval to attend the workshop for Inservice credit has been secured.
 - (a) Requests for prior approval of workshops must include a short outline or narrative description of the workshop.
 - (2) Attendance at the workshop has been verified in writing by the leader of

the workshop in such a manner as to fully state the date(s) and hours of attendance.

- b. Credit for attendance at workshops will be credited at the rate of one point for each fifteen (15) hours of attendance.

4. **Conferences and Conventions**

- a. Inservice credit may be earned by unit members for attendance at one or more approved sessions of conferences or conventions. Such credit shall be granted subject to the following conditions:

- (1) Prior approval to attend the session(s) for Inservice credit has been secured.

- (a) Requests for prior approval of conferences or conventions must include a program of activities and a short outline or narrative description of the session(s) for which approval is being requested.

- (2) Attendance at the conference or convention has been verified by a registration receipt or a signed verification of attendance by a session leader.

- b. Credit for attendance at conferences or conventions shall be credited at the rate of one point for each fifteen (15) hours of attendance.

5. **Exclusions**

- a. No Inservice credit shall be granted for attendance at courses, workshops, conferences or conventions if the unit member's attendance occurs at such time as he/she is being paid for regular duties by the District.

- b. No Inservice credit shall be granted for attendance at organizational workshops, conferences or conventions whose primary purpose is the indoctrination, training or briefing of employees in employee organization activities. This shall include but not necessarily be limited to internal organizing, membership activities, collective bargaining, grievances or any terms or conditions of employment.

- c. No Inservice credit shall be granted for any activity for which a unit member has previously received credit unless it can be determined that there will be some value to the District for the unit member to have repeated the same activity. The unit member shall bear the responsibility for submitting proof of the value to the District for repeating the activity.

- d. No more than three (3) points of Inservice credit shall be approved during a unit member's entire period of employment for courses, workshops or conferences in the field of psychology.

6. **Administration of Program**

- a. The Director-Human Resources (or designee) shall have the responsibility for reviewing and approving all requests for prior approval of activities, approving

applications for credit, awarding credit for job-related activities, and maintaining Inservice records for all unit members in the program.

b. Procedure for Securing Prior Approval of Activities

(1) Unit members shall secure approval to participate in an activity for Inservice credit by submitting a prior approval request on the appropriate District form to the Human Resources Office.

(a) A decision to not grant prior approval for an activity may be appealed to the Inservice Review Committee provided a prior approval request was submitted to the Human Resources Office at least ten (10) working days prior to the beginning of the activity or, for coursework, at least ten (10) working days following the beginning of the course. A denial of a prior approval request which was submitted later than these deadlines may not be appealed and the decision rendered shall be final.

c. High School Diploma

Adult Education courses taken by a unit member for the purpose of earning credits toward a high school diploma shall be exempt from the requirement of prior approval provided the courses are required courses in the subject matter areas of English, Math, Science, and Social Science. Prior to enrolling in Adult Education courses for such purpose the unit member shall submit to the Human Resources Office a District form on which his/her Adult Education Counselor has verified the number of courses in each subject matter area necessary for the unit member to earn a diploma.

(1) The G.E.D. course shall also be exempt from prior approval and shall be considered as a single Adult Education course.

(2) Elective courses taken to earn a high school diploma shall require prior approval and shall be approved only if job related.

d. Review Committee

The Inservice Growth Review Committee shall serve as a reviewing body regarding any questions which may arise as to the acceptability or allowability of Inservice activities and shall hear appeals made by unit members regarding activities which have not been approved for Inservice credit.

(1) The Inservice Growth Review Committee shall be composed of five members, selected in the following manner, and serving for one fiscal year, or until new members are selected:

(a) The Director-Human Resources (or designee), Chairperson.

1) The chairperson shall vote only to offset a tie vote of the committee.

(b) One principal, appointed by the Superintendent.

- (c) The Director-Human Resources.
- (d) Two unit members, selected by the Association.
- (2) The Committee shall be governed by Robert's Rules of Order, Revised, in the conduct of its business.
- (3) Meetings will normally be scheduled by the chairperson on a one meeting per month basis, or as needed.
- (4) Upon hearing an appeal for approval of an activity the Committee shall approve or disapprove the activity for credit and the decision shall be final.

7. **Eligibility**

- a. All regular unit members are eligible to participate in the Inservice Growth Program.
- b. Participation by unit members shall be on an individual basis.
 - (1) An initial request for approval of an activity for Inservice credit shall constitute a declaration of intent to participate in the program.

8. **Application Procedure**

- a. Following the completion of an approved activity, application for Inservice credit shall be made on the approved District form designated for that purpose.
- b. All appropriate verification must be attached to the application form.
- c. The application and verification shall be submitted to the Human Resources Office for awarding of credit.

9. **Program Stages**

- a. An Inservice Growth Program stage is a period of time in which a unit member is accumulating points in order to earn a salary increment.
 - (1) A unit member must accumulate twenty (20) points in order to complete the first stage.
 - (2) A unit member must accumulate thirty (30) points in order to complete each of the second and third stages.
- b. Points must be recorded on the unit member's permanent Inservice record before it is determined that a stage of the program has been completed.
- c. When a unit member has completed a stage of the program, he/she shall receive the appropriate salary increment effective the first of the month following the date of official completion of the stage.
- d. Points accumulated in excess of those necessary for completion of one stage of the program may be applied to the next stage of the program.

- e. When three (3) stages of the program have been completed, a unit member may no longer participate in the program.

10. **Salary Increments**

- a. When a stage of the program has been completed by a unit member, he/she shall receive an increase in salary equivalent to one step above his/her current step placement on the salary schedule, or approximately five percent (5%). The salary increase shall take effect on the first working day of the month following verification of the completion of the program stage.
- b. Employees hired prior to May 1, 2003 will be subject to “double compounding” method of computing longevity and inservice growth stipends. Specifically, such employees will have longevity and inservice growth percentages calculated on the basis of their current salary schedule placement plus any earned longevity and/or inservice growth.
- c. Employees hired after May 1, 2003, shall have inservice growth stipends calculated strictly as a percentage (5%) of an employee’s salary schedule placement.

11. **Improprieties**

- a. If it is determined that a unit member received credit for an activity through fraudulent means, he/she shall be subject to appropriate disciplinary action.
- b. Nothing in this article shall be construed to contest the judgment of persons responsible for rendering decisions regarding the awarding of credit for activities engaged in by unit members. Any grievance shall be limited to a claim that the procedures in this article have been violated or that there is an unreasonable application of the procedures.

ABC UNIFIED SCHOOL DISTRICT
OFFICE/TECHNICAL/INSTRUCTIONAL SERVICES
CLASSIFIED BARGAINING UNIT A

LISTING OF CLASSES BY SERIES

CLASSIFICATIONS-MONTHLY

<u>ACCOUNTING</u>	<u>RANGE</u>	<u>INSTRUCTIONAL ASSISTANCE</u>	<u>RANGE</u>
Accounting Technician	37	Occupational Therapist	52
Special Programs & Services Technician	37	Intervention Specialist	47
Fringe Benefits Specialist	35	Senior Instructional Media Technician	38
Payroll Technician	35	Student Intervention Assistant Leadworker	38
Position Control Technician	35	Health Specialist-Head Start	35
Budget Technician	32	Intermediate Instructional Media Technician	32
Nutrition Services Accounting Technician	32	Resource/Testing Assistant	30
ASB Bookkeeper	30	Community Liaison Specialist	29
Nutrition Services Accounting Assistant	27	Student Intervention Assistant	29
		Pool Attendant	28
		Gym Attendant	28
		Instructional Media Technician	27
		Social Services Aide	27
		Job Coach	26
		Children's Center Liaison Aide	24
		Teacher Assistant-TMH	24
		Paraeducator-Behavior Management	21
		Paraeducator-Special Education II	21
		Paraeducator-Special Education I	20
		Paraeducator-Bilingual	20
		Paraeducator-Adult Education	19
		Paraeducator-Classroom	19
		<u>MISCELLANEOUS</u>	
		Job Development Specialist	42
		Research, Planning & Evaluation Specialist	42
		<u>PUBLICATIONS</u>	
		Senior Offset Press Technician	33
		Reprographics Technician II	33
		Reprographics Technician I	32
		Offset Press Technician	29
		Offset Press Operator Trainee	20
		<u>PURCHASING AND STORES</u>	
		Senior Buyer	38
		Buyer	36
		Purchasing Assistant	32
		Purchasing Technician	28
		Expediter	26
		<u>SECRETARIAL</u>	
		Secretary-Maintenance, Operations and Transportation	40
		Secretary III	32
		Secretary II	30
		Secretary I	28
		<u>CLASSIFICATIONS-HOURLY</u>	
		<u>INSTRUCTIONAL ASSISTANCE</u>	<u>RANGE</u>
		Accompanist	(22)

Classifications and ranges indicated are subject to the reclassification procedure.

(Revised 5-15-07)

CLERICAL/TECHNICAL SALARY SCHEDULE

2007-08

RANGE	HOURLY RATE	STEPS				
	STEP A	A	B	C	D	E
11	\$10.90	\$1,889.08	\$1,987.79	\$2,090.61	\$2,196.17	\$2,308.57
12	\$11.19	\$1,939.80	\$2,038.52	\$2,142.69	\$2,250.99	\$2,366.15
13	\$11.47	\$1,987.79	\$2,090.61	\$2,196.17	\$2,308.57	\$2,425.10
14	\$11.76	\$2,038.52	\$2,142.69	\$2,250.99	\$2,366.15	\$2,485.43
15	\$12.06	\$2,090.61	\$2,196.17	\$2,308.57	\$2,425.10	\$2,547.10
16	\$12.36	\$2,142.69	\$2,250.99	\$2,366.15	\$2,485.43	\$2,610.15
17	\$12.67	\$2,196.17	\$2,308.57	\$2,425.10	\$2,547.10	\$2,675.96
18	\$12.99	\$2,250.99	\$2,366.15	\$2,485.43	\$2,610.15	\$2,741.77
19	\$13.32	\$2,308.57	\$2,425.10	\$2,547.10	\$2,675.96	\$2,810.32
20	\$13.65	\$2,366.15	\$2,485.43	\$2,610.15	\$2,741.77	\$2,880.23
21	\$13.99	\$2,425.10	\$2,547.10	\$2,675.96	\$2,810.32	\$2,952.88
22	\$14.34	\$2,485.43	\$2,610.15	\$2,741.77	\$2,880.23	\$3,025.55
23	\$14.69	\$2,547.10	\$2,675.96	\$2,810.32	\$2,952.88	\$3,100.94
24	\$15.06	\$2,610.15	\$2,741.77	\$2,880.23	\$3,025.55	\$3,177.70
25	\$15.44	\$2,675.96	\$2,810.32	\$2,952.88	\$3,100.94	\$3,258.59
26	\$15.82	\$2,741.77	\$2,880.23	\$3,025.55	\$3,177.70	\$3,339.47
27	\$16.21	\$2,810.32	\$2,952.88	\$3,100.94	\$3,258.59	\$3,423.11
28	\$16.62	\$2,880.23	\$3,025.55	\$3,177.70	\$3,339.47	\$3,508.09
29	\$17.04	\$2,952.88	\$3,100.94	\$3,258.59	\$3,423.11	\$3,594.45
30	\$17.46	\$3,025.55	\$3,177.70	\$3,339.47	\$3,508.09	\$3,683.57
31	\$17.89	\$3,100.94	\$3,258.59	\$3,423.11	\$3,594.45	\$3,774.05
32	\$18.33	\$3,177.70	\$3,339.47	\$3,508.09	\$3,683.57	\$3,867.26
33	\$18.80	\$3,258.59	\$3,423.11	\$3,594.45	\$3,774.05	\$3,963.23
34	\$19.27	\$3,339.47	\$3,508.09	\$3,683.57	\$3,867.26	\$4,060.56
35	\$19.75	\$3,423.11	\$3,594.45	\$3,774.05	\$3,963.23	\$4,162.00
36	\$20.24	\$3,508.09	\$3,683.57	\$3,867.26	\$4,060.56	\$4,264.83
37	\$20.74	\$3,594.45	\$3,774.05	\$3,963.23	\$4,162.00	\$4,370.37
38	\$21.25	\$3,683.57	\$3,867.26	\$4,060.56	\$4,264.83	\$4,478.69
39	\$21.77	\$3,774.05	\$3,963.23	\$4,162.00	\$4,370.37	\$4,589.72
40	\$22.31	\$3,867.26	\$4,060.56	\$4,264.83	\$4,478.69	\$4,703.51
41	\$22.86	\$3,963.23	\$4,162.00	\$4,370.37	\$4,589.72	\$4,820.03
42	\$23.43	\$4,060.56	\$4,264.83	\$4,478.69	\$4,703.51	\$4,939.29
43	\$24.01	\$4,162.00	\$4,370.37	\$4,589.72	\$4,820.03	\$5,061.29
44	\$24.60	\$4,264.83	\$4,478.69	\$4,703.51	\$4,939.29	\$5,186.05
45	\$25.21	\$4,370.37	\$4,589.72	\$4,820.03	\$5,061.29	\$5,313.54
46	\$25.84	\$4,478.69	\$4,703.51	\$4,939.29	\$5,186.05	\$5,443.79
47	\$26.48	\$4,589.72	\$4,820.03	\$5,061.29	\$5,313.54	\$5,578.11
48	\$27.14	\$4,703.51	\$4,939.29	\$5,186.05	\$5,443.79	\$5,715.20
49	\$27.81	\$4,820.03	\$5,061.29	\$5,313.54	\$5,578.11	\$5,856.40
50	\$28.50	\$4,939.29	\$5,186.05	\$5,443.79	\$5,715.20	\$6,000.34
51	\$29.20	\$5,061.29	\$5,313.54	\$5,578.11	\$5,856.40	\$6,148.42
52	\$29.92	\$5,186.05	\$5,443.79	\$5,715.20	\$6,000.34	\$6,299.20
53	\$30.66	\$5,313.54	\$5,578.11	\$5,856.40	\$6,148.42	\$6,454.12
54	\$31.41	\$5,443.79	\$5,715.20	\$6,000.34	\$6,299.20	\$6,614.50
55	\$32.18	\$5,578.11	\$5,856.40	\$6,148.42	\$6,454.12	\$6,777.65
56	\$32.97	\$5,715.20	\$6,000.34	\$6,299.20	\$6,614.50	\$6,944.88
57	\$33.79	\$5,856.40	\$6,148.42	\$6,454.12	\$6,777.65	\$7,116.25
58	\$34.62	\$6,000.34	\$6,299.20	\$6,614.50	\$6,944.88	\$7,291.74
59	\$35.47	\$6,148.42	\$6,454.12	\$6,777.65	\$7,116.25	\$7,471.30
60	\$36.34	\$6,299.20	\$6,614.50	\$6,944.88	\$7,291.74	\$7,655.01

ARTICLE VIII: PROFESSIONAL DEVELOPMENT PROGRAM:

The District and CSEA hereby agree to establish and implement the ABC/CSEA Professional Development Program, which will consist of three components for classified employees. The three components of this program will give the employees the opportunities to participate in the

- A. Mentor
- B. Paraeducator
- C. Paraeducator to Teacher Program

A. **Mentor**

The District and CSEA agree to form a committee composed of three (3) representatives selected by CSEA and three (3) representatives from the District to explore the feasibility of implementing a Mentor Program that utilizes the skills and expertise of classified employees for the purpose of staff development.

B. **Career Ladder**

If funding permits, the District may allocate funding up to \$10,000, a sum of money towards a career ladder program, which will provide unit members with the opportunity of professional growth. Funding in subsequent years shall be subject to negotiations and sufficient number of participants.

1. **Eligibility:** Any unit member wishing to participate in the program must meet the following criteria:
 - a. Be a District employee for a minimum of two years.
 - b. Submit a completed selection committee-approved application.
 - c. Sign a commitment letter to the program as approved by the selection committee.
 - d. Must successfully complete the selection committee interview.
2. **Participants:** The selection committee shall approve and monitor the participants in the career ladder program.
3. **Course Requirements:** Subject to approval of California State University, Long Beach and Cerritos College, or any other accredited institutions approved by the Selection Committee.
 - a. **Course Location:** When appropriate, the District shall provide the needed facilities pursuant to the civic center permit procedures, provided there is no interference with the instructional program.
 - b. **Flexibility:** Any release time or flexibility of hours needed for participants, shall be subject to mutual agreement between the District and CSEA.
 - c. **Credits:** Participants shall not receive credit toward Inservice Growth when course work is taken during paid status.
 - d. **Compensation:** Any compensation for Career Ladder shall include salary increments earned under the Inservice Growth Program (Article VII, section F.)

4. **Selection Committee:** The Selection Committee shall be composed of three (3) representatives selected by CSEA and three (3) representatives selected by the District and other resource people as required by the Committee. The Committee shall provide support in enrollment, counseling, tutoring and scholarship to qualified applicants.

In addition to approving and monitoring the career ladder participants, the Selection Committee will review and make recommendations on career ladder step advancement, job descriptions, and salary schedule/titles. Any recommendation shall be submitted to CSEA and the District for negotiations.

C. Paraeducator to Teacher Career Ladder

This program is contingent upon the funding and grants of the California Commission on Teacher Credentialing (CTC). Those Paraeducators who wish to continue their education to become teachers will receive the ongoing support as defined in the Career Ladder.

This Article shall not be subject to the grievance procedure contained in this Agreement.

ARTICLE IX: HEALTH AND WELFARE BENEFITS

- A. The District agrees to continue the current level of contribution toward unit member's health benefit coverage for all Health Benefit plans through June 30, 2008.

1. Effective October 1, 2007, the District will increase Medical Eye Services coverage for frame and lens allowance as recommended by the District Insurance Committee.
2. Effective October 1, 2007, pursuant to Article XI: Health and Welfare Benefits, Section A., the District shall provide a maximum contribution for health benefits to each unit member equal to the cost of Kaiser Medical-Family, District Dental (Delta), District Medical Eye Services and MetLife Life Insurance plans.
3. Effective October 1, 2007, the District will increase Delta Dental Orthodontic Care coverage to \$1000 lifetime maximum for employee and eligible dependants.

- B. The District shall provide an amount not to exceed \$12,733.10 per employee for health and welfare benefits for the 2007-08 school year. For the 2007-08 school year the District shall provide a dollar amount equal to the cost of the current Kaiser Medical-Family, District Dental, District Medical Eye Services and MetLife Life Insurance plans, Employees who use less than \$2,088 toward health and welfare program may accept cash in lieu.

- C. Employees shall be entitled to purchase dependent coverage for health insurance via payroll deduction.

D. Schedule of Benefits

<u>Work Hours for Unit Members</u>	<u>Level of Benefits</u>
20 - 24 hours (4/8)	50%
25 - 29 hours (5/8)	62½%
30 - 34 hours (6/8)	75%
35 - 39 hours (7/8)	87½%
40 hours (8/8)	100%

In the event a particular health insurance carrier excludes unit members under twenty (20) hours per week from purchasing coverage, those unit members shall continue to exercise the right to purchase health insurance pursuant to COBRA regulations.

In the event a carrier does not preclude unit members under twenty (20) hours per week from purchasing health insurance at the group rate, the unit members shall continue to have the option of exercising this right.

- E. Employees who are employed subsequent to the first day of a month and serve one-half (1/2) or more of the duty days in the first month of employment shall have insurance benefits commence on the first day of the month following the effective date of their employment.
- F. Employees who are employed subsequent to the first day of a month and who do not serve one-half (1/2) or more of the duty days in the first month of employment shall have insurance benefits commence on the first day of the second month following the effective date of their employment.
- G. Employees who terminate their employment shall be under the District's insurance program through the last day of the month for which insurance premiums have been paid. Unit members who terminate during the first half of a month shall have coverage through the end of that month. Unit members who terminate during the last half of a month shall have coverage through the end of the following month.
- H. Employees may opt for early retirement with the District continuing to make a full or pro-rata contribution to medical insurance for employees under the following conditions:
 - 1. Employees must have reached age 55 but must be less than age 65.
 - 2. Employees must have rendered ten (10) or more years of service to the District.
 - 3. The District's contribution toward medical insurance coverage shall be the same as provided currently-employed employees, but the level of benefit shall be no greater than that which was held in the year immediately preceding early retirement.
 - 4. Employee's medical insurance premiums will only be paid by the District for a maximum of seven (7) years or until such time as the employee reaches age 65.
 - 5. When both a husband and wife who are eligible for early retirement benefits retire from the District, the District will only pay the premiums of one "head of household" and the spouse will be carried as a dependent, but in the event of the death of the "head of household" the District will continue coverage by promptly paying the medical insurance premiums of the surviving spouse. The District shall continue to pay such premiums until the time the surviving spouse reaches age 65 or until the expiration of seven (7) years from the date the surviving spouse retired.
- I. Except for the express provisions contained in this Agreement, the District's fringe benefit policy and administrative regulations shall control the administration of all health and welfare benefits. The District may modify and revise its rules and regulations governing the administration of the fringe benefit program so long as such modifications or revisions are not contrary to or inconsistent with the terms of this Agreement.
- J. Coverage shall be continued for dependents of a covered employee (if dependents do not have other coverage) for the remainder of the year following the death of said employee.

The following are the health and welfare benefits available to employees during the 2007-08 school year.

Hospital & Major Medical Health Insurance Identification

Blue Cross HMO & Point of Service

Kaiser Foundation Health Plan "Q" Coverage

Life Insurance

Met Life \$30,000 Basic Life & Accidental Death

Dental Insurance

Delta District Employee and Family

Safeguard Employee and Family

Vision

Medical Eye Services of California (District) Employee and Family

K. **Sick Leave Bank** The purpose of the CSEA Sick Leave Bank is to assist classified employees, who are members of California School Employees Association (CSEA) Chapter 24, that earn sick leave from the school district but who have suffered a catastrophic illness or injury and have used up all available full-day sick leave. The intent is to allow employees time to be restored to health so that they may return to work. "Catastrophic" is understood to be a debilitating illness or injury which results in the loss of ability to work as verified by a physician. Eligible employees shall be able to receive benefits pursuant to this policy when approved by the Sick Leave Bank Committee.

1. **Eligibility:**

- a. Employees who suffer a catastrophic illness or injury which results in the employee using all available sick leave, shall become eligible to use the Sick Leave Bank subject to the restrictions and conditions outlined in this policy.
- b. The use of this Sick Leave Bank shall only be available to those CSEA classified employees who have made a donation to the Bank. (The exception to this restriction shall be any classified employee who was absent due to an approved catastrophic illness allowed under this policy at the time of the adoption of this policy.
- c. Illness or injury in the immediate family or any other person other than the employee is not covered by this policy.
- d. Exclusions: Pending and/or approved worker's compensation claims and related illness leaves shall normally be excluded from the benefits of this Sick Leave Bank policy.

2. **Sick Leave Bank:** CSEA Chapter 24 shall establish a Sick Leave Bank to which all classified employees that are members of CSEA may donate earned and unused sick leave days to the Sick Leave Bank. This donation shall be irrevocable and shall be accomplished by the classified employee filing a "CSEA Sick Leave Bank Membership Form." The form shall clearly state that the sick leave days being donated are

irrevocable given to the Sick Leave Bank and cannot be rescinded for any reason whatsoever. A donation to the Sick Leave Bank shall be a general donation. Sick leave days donated to the Sick Leave Bank but unused by the end of any contract year shall accumulate from year to year.

3. **Donation of Days:**

- a. Employees must contribute a minimum of one (1) day per year to maintain eligibility in the Sick Leave Bank during the enrollment period of benefits.
 - 1) A Sick Leave Membership Form will be sent by Human Resources at the beginning of each school year.
 - 2) The Sick Leave Membership Form must be returned to CSEA by the last Friday of the second week in October.
 - 3) Membership will automatically continue each year with the transfer of at least one day, or more if requested, of their sick leave to the Sick Leave Bank.
 - 4) Members who wish to discontinue participation must submit a letter of withdrawal to CSEA by the last Friday of the second week in October.
- b. In addition to the one day eligibility contribution, a classified employee may donate up to a maximum of one-half (1/2) of their yearly earned sick leave.
- c. For bookkeeping purposes, a sick leave day given by a full-time or part-time employee is considered a day given whether it be used by a full-time or part-time employee.
- d. Retirees may donate their days to the Sick Leave Bank by a letter of intent to the Payroll Office subject to the maximum of one-half (1/2) of their yearly earned sick leave.

4. **Sick Leave Bank Committee:**

- a. The Sick Leave Bank Committee shall consist of five CSEA appointed members. It shall be headed by an appointed chairperson from among those five members.
- b. The decisions of the Committee shall be final and binding and are not grievable.

5. **Sick Leave Bank Forms:** A copy of all Sick Leave Bank forms shall be forwarded to the Sick Bank Committee Chairperson who will be responsible for their distribution to the Committee and Payroll.

FORM A: Sick Leave Bank Membership Form
FORM B: Request for Use of Sick Leave Bank/Physician's Statement
FORM C: Notice of Sick Leave Bank Committee Action

6. **Maximum Number of Days/Unused Days:** The maximum number of days allowed to be utilized by one employee for a single catastrophic illness or injury shall not exceed fifty (50) days or fifty percent (50%) of the total available bank, whichever is less.

7. **Approved Day(s) Not Used:** Any days approved by the Sick Leave Bank Committee that are unused by the employee shall be returned to the Sick Leave Bank.
8. **Approved Day(s) Equal to Employee's Regular Pay:** If an employee uses a day from the Sick Leave Bank, pay for that day shall be the same pay the employee would have received had the employee worked that day.
9. **Paid Leave Status:** Employees who are granted use of Sick Leave Bank days shall be considered in "regular paid status" during such use.

ARTICLE X: HOURS AND OVERTIME

A. Work Week

The work week for unit members shall be a schedule of work days within a seven (7) consecutive day period. The regular work week for full-time unit members shall consist of forty (40) hours of work beginning with a period of five (5) consecutive full-time work days. The regular work week of part-time unit members shall consist of less than forty (40) hours.

B. Work Day

The length of the work day for unit members shall be established by the District relative to the needs of the District. A full-time work day shall consist of eight (8) hours of work. Unit members shall not be subject to a reduction in hours in their current position without negotiating with CSEA to the extent required by law.

C. Meal Period

1. Unit members who work more than five (5) consecutive hours per day shall be granted and shall take an unpaid, uninterrupted meal period of not less than thirty (30) minutes.
2. When a work period of not more than six (6) hours will complete the day's work, a meal period may be waived by mutual consent of the unit member and his/her immediate supervisor.
3. If the work assigned to a unit member is of an emergency nature and prevents the unit member from being relieved of all duties during a designated meal period, the meal period shall be considered an "on duty" meal period and counted as time worked.
 - a. A unit member who is assigned an "on duty" meal period shall be entitled to an alternate meal period or shall be allowed to shorten the work day by the same length of time as the "on duty" meal period. All time worked in excess of eight (8) hours per day shall be compensated at one and one-half (1-1/2) times the regular rate of pay.

D. Rest Periods

1. All unit members shall be entitled to a paid, uninterrupted rest period of fifteen (15) minutes for every four (4) consecutive hours of work or major fraction thereof at times approved by the immediate supervisor but not during the first or last hour of the work day.

2. Unit members having a work day of less than three and one-half (3½) hours shall not be entitled to a rest period.
3. Unit members having a work day of not more than six (6) hours shall be entitled to not more than one (1) rest period.
4. In special circumstances, unit members may schedule a rest period in conjunction with a meal period and/or modify a rest period with the approval of the immediate supervisor. This shall not be done on a regularly scheduled basis.

E. **Overtime**

1. Unit members shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for any time required to be worked in excess of eight (8) hours in any one work day or forty (40) hours in any calendar week.
2. Unit members whose average work day is four (4) hours or more and whose work week consists of not more than five (5) consecutive working days shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week.
3. Unit members whose average work day is less than four (4) hours shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for any work required to be performed on the seventh (7th) day following the commencement of the work week.
4. Unit members who are required to work on a holiday designated in this Agreement shall receive the regular pay for the holiday and shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for any time actually worked on the holiday.
5. Compensatory time off in lieu of overtime pay may be authorized if mutually agreed upon by the unit member and his/her immediate supervisor. Compensatory time at the rate of one and one-half (1½) times the actual overtime worked shall be taken within twelve months (12 mos.) of the date it is earned or an overtime pay report shall be initiated.
6. Compensatory time off for overtime worked shall be at the rate equal to one and one-half (1 ½) times the number of hours the unit member worked overtime, but was not compensated for by cash payment. Compensatory time off for extra time worked which would not qualify for overtime shall be at the rate equal to one times the number of hours the unit member worked extra time, but was not compensated for by cash.
7. Unit members shall not work overtime unless given direction or are permitted to do so by the immediate supervisor.

F. **Extra Time**

Unit members shall be compensated at the regular rate of pay for any time required to be worked in excess of the regular work schedule in the regular work day or work week which does not qualify as overtime as defined in E.1., 2., and 3. above.

G. Call Back Time

Any unit member called back to work after normal working hours or on a day not normally worked shall receive not less than three (3) hours of pay at the overtime pay rate, irrespective of the actual time less than that required to be worked, provided at least one-half (1/2) hour has elapsed since completion of the normal work-day assignment or the previous call-back period.

H. Variable Work Week

The District and CSEA do agreed to implement a Variable Work Week to the extent permitted by law. All requests for a Variable Work Week shall be reviewed on an individual basis and subject to mutual written agreement between CSEA, the District, and the unit members immediate supervisor and the affected employee(s). Reference to the schedules listed below shall serve as guideline options:

1. For time and volume accounting purposes, all employees are on repeating two-week 80 hours cycles for 9/80. A third cycle within the Variable workweek is a 4/40-work schedule.

“A” Schedule Example

	Mon.	Tues.	Wed.	Thurs.	Fri
1st Week	9 Hrs.	9 Hrs.	9 Hrs.	9 Hrs.	Day Off
2nd Week	9 Hrs.	9 Hrs.	9 Hrs.	9 Hrs.	8 Hrs.

“B” Schedule Example

	Mon.	Tues.	Wed.	Thurs.	Fri.
1st Week	9 Hrs.	9 Hrs.	9 Hrs.	9 Hrs.	8 Hrs.
2nd Week	9 Hrs.	9 Hrs.	9 Hrs.	9 Hrs.	Day Off

“C” Schedule Example

	Mon.	Tues.	Wed.	Thurs.	Fri.
1st Week	10 Hrs	10 Hrs	10 Hrs	10 Hrs	Day Off
2nd Week	Day off	10 Hrs	10 Hrs	10 Hrs	10 Hrs

2. If an employee on the 9/80 or 4/40 schedule is absent for an extended period due to illness, he/she shall be transferred to the 5/40 schedule for benefits-accounting purposes for the duration of the absence. Thereafter, the employee may return to the variable schedule upon his/her return to work.
3. Any employee on the 9/80 or 4/40 schedule who is called for jury duty shall be required to change to the 5/40 schedule. Thereafter, the employee may return to the variable schedule upon his/her return to work.
4. If a payday falls on an employee’s regular day off under the variable work schedule and the employee is not on Direct Deposit, he/she shall come to the District office or wait until the next regular workday to secure his/her salary warrant. No warrant shall be distributed prior to the normal payday.
5. Management shall reserve the right to prohibit an employee from entering the 9/80 or 4/40 or return an employee to the 5/40 schedule at any time. Reasons for such determination shall include, but shall not be limited to excessive employee absenteeism, or tardiness, and loss of employee’s productivity.

6. Employees and their supervisor/managers shall be responsible for accurately completely and reviewing absence reports and timesheets and or reporting all schedule changes promptly to the payroll unit.
7. When a County legal holiday occurs during any regular two-week cycle, the eight hour day in that cycle shall shift automatically to the holiday. When a County legal holiday falls on an employee's regular day off, the employee shall be credited automatically with eight (8) hours of holiday time to be taken later. All holiday time shall be used no later than the end of the succeeding calendar year in which it was earned.

ARTICLE XI: LAYOFF AND REEMPLOYMENT

A. Layoff

1. The reason(s) for layoff shall be for lack of funds and/or lack of work. Employees subject to layoff shall be given notice of layoff not less than forty-five (45) days prior to the effective date of layoff. They shall be informed of their bumping rights and reemployment rights.
 - a. When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than forty-five (45) days prior to the effective date of their layoff.
 - b. In cases of emergency, when the District has an actual and existing financial inability to pay salaries of classified employees resulting from causes not foreseeable or preventable by the Board of Education, the affected employees shall be given notice of layoff any reasonable length of time prior to the effective date of the layoff.
2. A layoff is any loss of regular status, including loss of employment or voluntary demotion or reduction in hours or months of employment in lieu of loss of employment.
3. The order of layoff within a classification shall be determined by seniority according to length of service. For purposes of this article, "length of service" shall mean the date of hire as a regular employee in the classification.
 - a. Employees who have been on personal leave of absence (without pay) shall have their dates of hire adjusted to account for periods of non-paid status.
 - b. Employees who have been reinstated following a separation from service shall have their dates of hire adjusted to account for periods of non-employment.
 - c. The employee who has the least seniority in the classification, plus higher classifications, shall be laid off first.

- (1) In the event of equal seniority, preference shall be given to the employee with the longest total service in the District, determined by original date of hire. If a tie still exists, the employees will draw lots to determine preference.
4. When it has been determined that a layoff will take place, the District shall prepare and post for inspection, in appropriate places, a seniority list by classification, containing names and seniority dates.
5. **Service as a Substitute**: Employees laid off on the reemployment list, shall be afforded substitute employment in any class within the District subject to the following considerations:
 - a. Minimum qualifications.
 - b. Relevant experience
6. **Assumption of Work by Others**: Work previously performed by CSEA employees who have been laid off shall not be performed by students, parents and/or other volunteers, nor shall such work be contracted out.

B. Bumping Rights

1. An employee who is to be laid off may exercise bumping rights within his/her classification in order to protect employment provided that:
 - a. The employee has more seniority in the classification plus higher classifications than the employee being bumped.
 - b. The employee bumps the least senior employee within the same classification title.
 - c. An employee accepting a position in a lower class in lieu of layoff, shall be placed on a step in the new range which is nearest to, but not higher than his/her present salary; and, in any case shall not exceed the maximum step of the new range. The employee will retain his/her anniversary date for subsequent salary advancement. The number of months worked per year shall have no effect in any way on bumping privileges.
2. If the employee has no bumping rights under the classification title, he/she may bump an employee in a lower classification title who has the least seniority in the classification plus higher classifications provided that the employee so exercising bumping rights has more seniority in the lower classification plus all higher classifications. Such employee bumping into a lower classification shall be placed on a reemployment list for his/her former class title for a period of sixty-three (63) months.
3. If the employee has no bumping rights under the classification title, he/she may bump an employee in a lower classification title who has the least seniority in the classification plus higher classifications provided that the employee so exercising bumping rights has more seniority in the lower classification plus all higher classifications. Such employee bumping into a lower classification shall be placed on a reemployment list for his/her former class title and work schedule for a period of sixty-three (63) months. An employee exercising bumping rights under a lower classification title may not bump an

employee working in a higher work schedule than that in which the senior employee worked while assigned that title.

4. An employee may not bump any employee assigned a higher work schedule.
5. An employee who has no bumping rights or who waives the opportunity to exercise bumping rights will be laid off and will be placed on a reemployment list for his/her former classification for a period of thirty-nine (39) months.
 - a. If an employee waives the opportunity to exercise bumping rights, he/she may voluntarily accept assignment into an equal or lower classification for which he/she is qualified and be placed on a reemployment list for his/her former classification for a period of sixty-three (63) months.

C. **Reemployment**

Employees who have been laid off will be offered reemployment in vacant positions in their former classifications according to seniority. Such employees will only be offered reemployment while their names remain on the reemployment list.

1. The District shall by certified or registered mail offer to the employee with the highest seniority on the reemployment list any vacancy to which the employee has a reemployment right.
 - a. It shall be the responsibility of any laid-off employee to provide the District, during a layoff, with his/her current mailing address.
2. While a reemployment list is in effect, no new employees will be hired in classifications for which laid-off employees have reemployment rights.
3. An employee on a reemployment list will be given a maximum of two (2) offers of reemployment in his/her former classification. After a second refusal of reemployment, no additional offers will be made and the employee's name will be removed from the list.
4. If an employee is on an eligibility list and is laid off, he/she shall retain that position on the list until he/she is placed or the list is abolished.
5. Employees on reemployment lists shall be eligible to compete in promotional examinations for which they qualify.
6. Laid off employees do not accumulate seniority credit while on reemployment lists.

ARTICLE XII: VACATIONS AND HOLIDAYS

A. Vacation

1. All unit members who are employed on a regular work schedule, five (5) days per week, shall be entitled to annual vacation according to the following schedule:

Twelve-Month Work Year	
Complete Years of Service	Number of Vacation Days Per Year
1 – 2	12
3	13
4	14
5	15
6	16
7	17
8	18
9	19
10	20
11	21
12	22
and above	
Eleven-Month Work Year	
Completed Year of Service	Number of Vacation Days Per Year
1 - 2	11
3	12
4	13
5	14
6	15
7	16
8	17
9	18
10	19
11	20
12	21
and above	
Ten-Month Work Year	
Completed Years of Service	Number of Vacation Days Per Year
1 - 2	10
3	11
4	12
5	13
6	14
7	15
8	16
9	17
10	18
11	19
12	20
and above	

2. Unit members shall be entitled to use annual vacation upon receiving approval of the unit member's immediate supervisor prior to the requested vacation date(s).
 - a. Unit members may be granted vacation during the school year even though not earned at the time the vacation is taken.
3. Probationary unit members shall not be entitled to take more than six (6) days vacation until satisfactory completion of the probationary period.
4. All unit members who are employed on an hourly basis and whose work schedules consist of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for vacation, at a rate equal to the amount earned for an average work day within the current pay period (one-half month), or the preceding pay period (one-half month) when the first day of a vacation which continues for ten (10) or more consecutive work days occurs on the first day of the current pay period.
5. Twelve-month unit members who do not take vacation during the fiscal year in which it is earned may carry over accumulated vacation into the succeeding year for a period not exceeding seven (7) months.
 - a. Earned vacation days not taken during the allotted period shall not be accumulative.
6. Ten and eleven-month unit members shall use their vacation entitlement during Winter recess and Spring recess. If earned vacation has not been exhausted during those two periods, vacation shall be taken on other non-duty days during the current ten or eleven-month employment period. In order to receive paid leave during the spring recess, ten and eleven-month unit members who have not yet completed four consecutive years of full-time District service and, therefore do not have enough earned vacation to maintain full pay during the Spring recess, may use any unused personal necessity leave, and after the exhaustion of personal necessity leave, up to one earned sick leave day per year.
7. Any exceptions to provisions 5. and 6. above shall be made only by special request and subject to approval by the unit member's immediate supervisor.
8. If a unit member is not permitted to take his/her full annual vacation during the allotted period, the amount not taken shall either accumulate for use in the next year or be paid for in cash.
9. If a unit member resigns, retires, or is terminated and has used more vacation days than earned, the amount of pay for days used but not earned shall be deducted from the final pay warrant of the unit member.

B. Holidays

1. A unit member shall be entitled to the paid holidays listed on the calendar, provided the unit member is in paid status during the working day immediately preceding or the working day succeeding the holiday.
2. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

3. All unit members who are employed on an hourly basis and whose work schedules consist of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for holidays at a rate equal to the amount earned for an average work day within the current pay period (one-half month).
4. Any unit member assigned to a Children's Center may be assigned an alternate holiday by the immediate supervisor if the Children's Center is open to provide service to the community on any given holiday. The alternate holiday shall be one and one-half times the regular holiday and shall be assigned no later than the end of the calendar week immediately following the calendar week in which the regular holiday occurs.
5. Unit members who are not normally assigned to duty during the Winter and Spring holiday periods (as specified in the calendar) shall be paid for Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and the Spring Recess local holiday provided that they were in paid status during the work day of their normal assignment immediately preceding or succeeding each of the holiday periods.

ARTICLE XIII: CALENDAR

- A. The scheduling of duty days for unit members shall be as set forth in the Classified Calendar.
- B. Unit members assigned to annual work schedules of 11 months per year shall work all duty days for the assigned 11-calendar months or they may be assigned an alternate annual work schedule which includes the 10-calendar months of September through June and a combination of duty days in the months of July and August which, when added together, equal the 11th month of service.
 1. Unit members shall secure the approval of their immediate supervisors before scheduling a non-duty month (22 work days including the July 4th paid holiday) which does not coincide with a calendar month.
 2. All unit members assigned to an annual work schedule of eleven (11) months per year will be paid for the month of July, which will include the July 4th paid holiday and for actual time worked during the month of July. In addition, the employee will be paid for actual time worked in the month of August.
 3. Unit members working in a 10-month assignment may request a limited term assignment prior to the commencement of the academic year, on a year-to-year basis. No unit member shall be required to work this additional assignment. The determination of whether or not such assignments are available to unit members shall be at the discretion of the District.
- C. Notwithstanding the adoption of separate work schedules for the certificated and the classified services, on any school day during which students would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.

ABC UNIFIED SCHOOL DISTRICT
CLERICAL/TECHNICAL EMPLOYEES CLASSIFIED CALENDAR

July 1, 2008 - June 30, 2009

JULY					AUGUST					SEPTEMBER					OCTOBER				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	x1	x2	x3	*4					x1	*1	x2	x#3	& 4	@5			1	2	3
x7	x8	x9	x10	x11	x4	x5	x6	x7	x8	8	9	10	11	12	6	7	8	9	10
x14	x15	x16	x17	x18	x11	x12	x13	x14	x15	15	16	17	18	19	13	14	15	16	17
x21	x22	x23	x24	x25	x18	x19	x20	x21	x22	22	23	24	25	26	20	21	22	23	24
x28	x29	x30	x31		x25	x26	x27	x28	x29	29	30				27	28	29	30	31
NOVEMBER					DECEMBER					JANUARY					FEBRUARY				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
					1	2	3	4	5				*1	x2					
3	4	5	6	7	8	9	10	11	12	5	6	7	8	9	2	3	4	5	6
10	*11	12	13	14	15	16	17	18	19	12	13	14	15	16	*9	10	11	12	13
17	18	19	20	21	x22	x23	(24)	*25	x26	*19	20	21	22	23	*16	17	18	19	20
24	25	26	*27	(28)	x29	x30	(31)			26	27	28	29	30	23	24	25	26	27
MARCH					APRIL					MAY					JUNE				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
							1	2	3					1	1	2	3	4	5
2	3	4	5	6	6	7	8	9	(10)	4	5	6	7	8	8	9	10	11	12
9	10	11	12	13	x13	x14	x15	x16	x17	11	12	13	14	15	15	#16	&17	x@18	x19
16	17	18	19	20	20	21	22	23	24	18	19	20	21	22	x22	x23	x24	x25	x26
23	24	25	26	27	27	28	29	30		*25	26	27	28	29	x29	x30			
x30	31																		

- X ----- Non-Duty Days for Paraeducators, Teacher Assistants-TMH, Occupational Therapist, Student Intervention Assistants
- * ----- Legal Holidays
- ()----- Local Holidays for all employees
- # ----- School Opens/Closes (Haskell and Ross Middle Schools 7th Grade Students Only)
- @----- School Opens/Closes (Carmenita Middle School 8th Grade Students Only)
- & ---- School Opens/Closes

ADULT EDUCATION

Adult Education Paraeducators, Resource/Testing Assistants and Student Intervention Assistants are assigned duty days whenever Adult School is in session during the period of September 1, 2008 through June 30, 2009.

ABC UNIFIED SCHOOL DISTRICT

CALENDAR FOR 2008 – 2009

FISCAL YEAR BEGINS.....	July 1, 2008
LEGAL HOLIDAY (Independence Day)	July 4, 2008
LEGAL HOLIDAY (Labor Day)	September 1, 2008
FIRST DAY FOR TEACHERS	September 2, 2008
CLASSES BEGIN (Haskell and Ross Middle Schools 7 th Grade Students Only)	September 3, 2008
CLASSES BEGIN	September 4, 2008
CLASSES BEGIN (Carmenita Middle School 8 th Grade Students Only)	September 5, 2008
FIRST QUARTER ENDS	November 7, 2008
LEGAL HOLIDAY (Veteran’s Day)	November 11, 2008
ELEMENTARY STUDENT FREE DAY.....	November 26, 2008
LEGAL HOLIDAY (Thanksgiving Day)	November 27, 2008
LOCAL HOLIDAY (Day after Thanksgiving)	November 28, 2008
SCHOOL WINTER HOLIDAYS (10-Month Employees) ..	December 22, 2008 through January 2, 2009
LOCAL HOLIDAY (Christmas Eve).....	December 24, 2008
LEGAL HOLIDAY (Christmas Day).....	December 25, 2008
LOCAL HOLIDAY (New Year’s Eve)	December 31, 2008
LEGAL HOLIDAY (New Year’s Day)	January 1, 2009
LEGAL HOLIDAY (Martin Luther King Jr.’s Day)	January 19, 2009
SECOND QUARTER ENDS	January 29, 2009
SECONDARY STUDENT FREE DAY.....	January 30, 2009
LEGAL HOLIDAY (Lincoln’s Day)	February 9, 2009
LEGAL HOLIDAY (Washington’s Day).....	February 16, 2009
WORK DAY – SCHOOL IS CLOSED (Cesar Chavez’s Day)	March 30, 2009
THIRD QUARTER ENDS.....	April 3, 2009
LOCAL HOLIDAY (Good Friday).....	April 10, 2009
SCHOOL SPRING HOLIDAYS (10-Month Employees).....	April 13 through April 17, 2009
LEGAL HOLIDAY (Memorial Day).....	May 25, 2009
LAST DAY FOR STUDENTS (Haskell and Ross Middle Schools 7 th Grade Students Only)	June 16, 2009
LAST DAY FOR STUDENTS	June 17, 2009
LAST DAY FOR STUDENTS (Carmenita Middle School 8 th Grade Students Only).....	June 18, 2009
LAST DAY FOR TEACHERS	June 18, 2009

ARTICLE XIV: TRANSFERS, VACANCIES AND PROMOTIONS

A. Transfers

1. Definition

A transfer is the relocation of a unit member from one work site to another work site. Transfers fall into two categories:

- a. Voluntary transfers that are initiated at the request of a unit member so that the unit member remains in the same classification or is demoted to a lower classification.
- b. Involuntary transfers that are initiated by the District so that the unit member remains in the same classification.
- c. For purposes of this Article, the same classification means "the exact same classification title except for other Paraeducator Aide classifications for which a paraeducator may be qualified."

2. Voluntary Transfers

- a. Unit members may file a request for transfer at any time during the school year. Such requests shall remain active for the current school year only.
- b. Voluntary transfers shall be effected in such manner as to maintain the efficient operation of the District.
- c. Requests for transfer for the next ensuing school year shall be on file with the Human Resources Office not later than June 30.
- d. A request for transfer shall include the number of hours the unit member desires, specific work location desired (if any), and the maximum/minimum months the unit member is willing to work.
 - (1) Unit members employed for 20 hours per week or more may specify a desire to transfer to any work location. Unit members employed for less than 20 hours per week shall specify three (3) work locations to which they wish to transfer.
- e. Unit members shall submit requests for transfer to their immediate supervisor for signature. Such signature is an acknowledgement that the immediate supervisor has been informed of the unit member's desire for transfer. The immediate supervisor may not deny a unit member's request for transfer.
- f. The filing of a request for transfer is without prejudice to the unit member. Such requests shall not jeopardize the unit member's present position.
- g. All requests for transfer shall be submitted on the proper District form to the unit member's immediate supervisor, forwarded to the supervisor of the immediate supervisor and then forwarded to the Human Resources Office.

- h. All other factors being equal, transfer requests will be given preferential consideration for vacant positions over candidates referred from an eligibility list. Length of service in the District will be a factor in the consideration of candidates.
- i. Unit members interviewed for a known vacancy will be notified when a site administrator has made a final selection.
- j. Unit members who are interviewed and not selected for a vacancy may request and will be granted a conference with the selecting administrator to discuss the reason(s) for the denial of the request for transfer. A CSEA representative may be present at this conference if requested by the unit member.
- k. Probationary unit members who are new employees of the District are not eligible for voluntary transfers.

3. **Involuntary Transfers**

- a. Involuntary transfers may be made for any of the following reasons:
 - (1) To decrease the number of unit members in a school/department because the school/department is overstaffed.
 - (2) To decrease the number of unit members in a school/department because of reduced enrollment or bona fide reorganization.
 - (3) To staff new schools/departments/work sites.
 - (4) To meet changes in needs such as addition, deletion or modification of programs and/or specific program requirements.
 - (5) To carry out a site/program supervisor's recommendation that the transfer of a unit member will likely result in a more satisfactory level of service by the unit member.
 - (6) To deal with an extraordinary situation in which the Superintendent concludes that failure to act will have a deleterious effect on the work site or students/employees thereof and the transfer of the unit member will be in the best interest of the District.
- b. Voluntary transfers will be given consideration prior to involuntary transfers for reasons (1), (2), (4), and (5).
- c. Criteria to be considered in carrying out involuntary transfers (1), (2), (4), and (5).
 - (1) The specific qualifications of the unit member.
 - (2) The number of work hours assigned to the unit member.
 - (3) The date of hire of the unit member. The unit member at the work location with the latest hire date will be transferred unless there is good reason for bypassing such unit member.

Such reasons may include the maintenance of a well-balanced staff in terms of experience, race, ethnic and general background, sex, age and specific qualifications.

- d. Site administrators shall notify unit members when they are being considered for an involuntary transfer. Upon request, the site administrator shall meet with the unit member to discuss the reasons for considering that unit member for an involuntary transfer. A CSEA representative may be present at this meeting if requested by the unit member.

B. Vacancies/Promotions

1. Definition

A vacancy is an existing regular position vacated by a unit member or a newly established regular position to be filled by a unit member.

2. Vacancy Notices

- a. A notice of job vacancy shall be posted on all unit member bulletin boards in the District when a vacancy is to be filled and an eligibility list for the classification does not exist.

- b. A vacancy notice shall include classification title, salary for the classification, a brief description of typical tasks of the classification, the minimum qualifications required for the classification, the work schedule(s) for which candidates are sought, the posting date, and the final date for filing applications.

- (1) A vacancy notice may specify that only regular employees of the District are eligible to apply or that all qualified applicants (unit members and other candidates) may apply, taking into consideration the following criteria:

- (a) The number of qualified and interested unit members available.

- c. A vacancy notice shall be posted for at least six (6) working days.
- d. Whenever a vacant full-time position within a classification above entry level (Clerk, Teacher Assistant-TMH, Paraeducator-Adult Education, Paraeducator-Bilingual, Paraeducator-Classroom, Accompanist) is to be filled, and an eligibility list for the classification is currently in effect, a notice of such vacancy shall be posted on all unit member bulletin boards in the District for at least five (5) working days in order to provide unit members an opportunity to file transfer requests.

3. Filing of Applications

- a. A unit member may apply by submitting a completed application to the Human Resources Office on or before the final date for filing applications.
- b. Probationary unit members who are new employees of the District are not eligible for promotion and may not apply for higher-level positions.

4. **Consideration will be given to all candidates who meet the established qualifications for the classification.**

- a. All factors being equal, unit members eligible for promotion or selection for positions of equal salary level will be given preferential consideration for vacancies over candidates who are not unit members. Length of service in the District will be a factor in the consideration of candidates.

5. **Selection Procedures**

Unit members who apply for positions within the District shall, upon request, be provided with pertinent information pertaining to the selection procedures.

- C. Nothing in this Article shall be construed to contest the judgment of the person responsible for initiating an involuntary transfer or the selecting authority in filling a position. Any grievance shall be limited to a claim that the procedures in this article have been violated or that there has been an unreasonable application of the procedures.

ARTICLE XV: RECLASSIFICATION PROCEDURES

A. **Definition**

Reclassification is the placement of a position encumbered by a unit member in a classification which is higher than the classification in which the position was previously placed.

B. **Requests for Position Analysis**

1. Requests to have a position analyzed for possible reclassification may be made by a unit member, a group of employees in a common classification, or the unit member's immediate supervisor.
2. All requests to have a position analyzed shall be made on a Position Analysis Request form. A request from a group of employees in a common class shall include a completed Position Analysis Request form from each of the employees in the group.
3. A position analysis request made by a unit member shall be given to the immediate supervisor for his/her comments prior to routing the request to the supervisor of the unit member's immediate supervisor who, upon attaching his/her comments, shall forward the request to the Human Resources Office.
4. Any properly completed position analysis request received by the Human Resources Office shall be presented to the Classification Committee for review and determination as to whether or not there is sufficient justification for conducting a position analysis.
 - a. CSEA shall be provided with a copy of all documents submitted by a unit member.
5. Within ten (10) working days of receipt of a position analysis request by the Human Resources Office, the unit member shall be notified of the date on which the request will be reviewed by the Classification Committee. The Classification Committee shall meet to review the request within one calendar month of the date of receipt of the request by

the Human Resources Office. However, no requests will be reviewed by the Classification Committee during the months of July and August.

6. Unit members and CSEA shall be notified of the status of requests for position analysis within two (2) working days after the Classification Committee has made a determination whether or not a position analysis shall be conducted.

C. **Appeals**

1. A unit member shall have the right to personally appeal a denial of a position analysis request to the Classification Committee.
 - a. The unit member shall have the right to have a CSEA representative present for the presentation of the appeal.
2. A request to personally appear before the Classification Committee shall be made in writing to the Human Resources Office.
3. The Human Resources Office will schedule all current appeal requests for the next meeting of the Classification Committee.
4. Following the presentation of an appeal, the decision of the Classification Committee as to the disposition of the position analysis request shall be final.

D. **Position Analysis**

1. The Human Resources Office shall analyze or cause to have analyzed all positions approved for analysis by the Classification Committee.
 - a. A copy of documents developed or received as a result of a position analysis shall be provided to CSEA.
2. Upon receipt of notification of approval for position analysis by the reclassification committee, a unit member has 60 days in which to complete and return the Position Information Questionnaire. Failure to return the completed form within 60 days cancels the reclassification process. The employee will not be able to reapply for reclassification for one year from the date of cancellation.

The employee's Position Information Questionnaire will be submitted to the outside agency performing the analysis within 10 working days of the date upon which it is submitted by the employee to Human Resources. The outside agency will complete the requested analysis and return the related report within 3 months of the date the Position Information Questionnaire was mailed from Human Resources.

3. Upon completion of position analysis, the position analyzed will either be recommended for reclassification to the Board of Education or the unit member will be notified of the reasons for not recommending reclassification.

E. **Effects on Incumbents**

1. If a position is reclassified to a higher classification, the incumbent shall be automatically entitled to serve in the higher-level position.
 - a. A unit member who is reclassified with his/her position shall receive step A on the newly-assigned salary range or the step on the new range which provides an

increase of at least five percent (5%) unless the highest step on the new range is less than five percent (5%) above the current salary.

F. **Special Conditions**

1. New positions will not be considered for reclassification until at least one (1) year has elapsed since the creation of the position.
2. Positions which have been reclassified will not be considered for further reclassification until at least one (1) year has elapsed since the previous reclassification.
3. The phrase "to do related work as required" or similar such phrases in class descriptions shall be construed to mean that unit members may be assigned work similar to and at the same relative level of responsibility as defined in the typical tasks section of the class description. It is intended that unit members shall not be assigned work that is of a higher responsibility level than described for the class to which they are assigned, except when there is a gradual increase in the level of assigned duties.

G. It is expressly understood that any reclassification of a unit member's position shall be subject to a specific written agreement between the parties.

ARTICLE XVI: EVALUATION PROCEDURES

A. **Frequency of Evaluation**

A probationary unit member shall be evaluated at least twice during the probationary period. A permanent unit member shall receive a formal written evaluation at least once every two years unless otherwise requested by the unit member.

B. **Evaluator**

The evaluator shall be the unit member's immediate supervisor and/or any other management employee so designated by the District.

C. **Evaluation Conference**

1. Whenever a formal evaluation is done, an evaluation conference will be held between the unit member and the evaluator. The evaluator will present a written evaluation on appropriate District forms and discuss it with the unit member. The unit member shall sign the evaluation signifying only that the unit member has read the document and has been given a copy.
 - a. During years in which a unit member does not receive a formal written evaluation, an informal conference may be held between the unit member and the evaluator (and/or designee).
2. A unit member shall have a period of ten (10) days following the evaluation conference to prepare and submit a written reaction in response to the evaluation. Such response will become a permanent attachment to the evaluation and be placed in the unit member's personnel file.
3. Any negative evaluation shall:

- a. Identify areas where improvement is needed;
 - b. Offer specific suggestions for improvement;
 - c. List steps that will be taken to assist the unit member improve, if applicable.
- D. The evaluator may prepare evaluations or progress reports on a schedule more frequent than that described in this Article and may conduct progress reports verbally and/or in written form.
- E. Derogatory information or allegations emanating from persons other than the evaluator shall be included as a part of the evaluation process only under the following circumstances:
1. The unit member has been notified in writing within a reasonable period of time of the allegation. The time period for notifying the unit member shall necessarily take into account the particular circumstances or nature of the incident giving rise to the allegation.
 2. The unit member has been afforded an opportunity to try and arrange a meeting with the person or persons making the allegation.
 3. The alleging party has been apprised of legal constraints under which derogatory material may be placed in a unit member's file and the allegation has not been withdrawn.
 4. The unit member has had the opportunity to have his/her written response to the allegation included in the file.
- F. **Personnel File Material**
1. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment shall be made available for inspection by the person involved.
 2. Information of a derogatory nature shall not be placed in a unit member's personnel file until the unit member is supplied with a copy and has had an opportunity to respond in writing to the material.
 - a. A unit member may inspect materials in his/her personnel file at a time mutually convenient to the unit member and the person charged with maintaining the file. Such inspection shall not occur during the unit member's regular working hours.
 - b. A unit member may be accompanied by his/her representative at such time as he/she is given an opportunity to review the material in his/her personnel file.
 - c. Upon submission of an authorization signed by a unit member, a CSEA representative may review that unit member's personnel file without the necessity of having the unit member present.
- G. A unit member desiring to prepare a response to an adverse evaluation, progress report, or other material in his/her personnel file shall not be released from work for such purpose.
- H. Nothing in this Article shall be construed to allow for any interpretation, application or alleged violation with regard to the substantive standards, objectives, assessment techniques or criteria determined by the evaluator or the District nor shall it be construed to contest the judgment of the

evaluator; any grievance shall be limited to a claim that the evaluation procedures in this Article have been violated or that there has been an unreasonable application of the procedures.

ARTICLE XVII: LEAVES OF ABSENCE

A leave of absence is an authorization for a unit member to be absent from duty for an approved purpose and generally for a specific period of time.

A leave protects the unit member by holding a place for such unit member in the District until the leave expires, with the right to return to the District in a similar position at the conclusion of the leave, providing a position remains within the unit member's classification and the unit member has sufficient seniority to be entitled to the position.

The leave benefits which are expressly provided by this article, are the sole leave benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or in an implied manner, into this Agreement.

Unit members may request leave of absence in accordance with the leave provisions.

Leaves of Absence - General

A. Leaves of Absence - With Pay

1. Bereavement
2. Critical Family Illness
3. Illness or Accident (Sick Leave)
4. Industrial Accident and Illness (Coordinated Pay)
5. Jury Duty and Witness
6. Maternity
7. Personal Necessity

B. Leaves of Absence - Without Pay

1. Personal
2. Unauthorized
3. Family Medical Leave

C. Benefits While On Paid Leaves Of Absence

1. Unit members on approved paid leaves of absence will have the leave time count toward sick leave, seniority, earned vacation, step advancement and eligibility for other leaves except for the following. While on fifty percent (50%) sick leave pay, unit members shall be entitled to only fifty percent (50%) holiday pay.
2. Unit members on approved paid leaves of absence shall not be considered to have a break in service for purposes of participating in Fringe Benefits with District paid premiums.

D. Benefits While On Unpaid Leaves Of Absence

1. Unit members on approved unpaid leaves of absence shall not have the leave time count toward sick leave, seniority, earned vacation, step advancement or eligibility for other leaves.

2. Unit members on approved unpaid leaves of absence will be eligible to participate in health and welfare benefits provided the unit member pays the full cost of premiums for self and for family members, if applicable. To remain eligible for participation, the employee shall remit the full amount of premiums to the District one (1) month in advance of the month of the benefit coverage. Unit members who fail to remit the premiums as provided above shall be deemed to be ineligible for further participation in the benefit program. Continuation of such participation shall be subject to the underwriting rules of the various insurance carriers.
 - a. If a unit member is in paid status one-half (1/2) or more of the month in which an approved unpaid leave begins, the District will make its regular contribution to the unit member's fringe benefit coverage at the first of the month following the start of the leave.

Thereafter, the unit member may participate under the conditions enumerated in D., 2. above.
 - b. If a unit member is in paid status less than one-half (1/2) of the month in which an approved unpaid leave begins, the unit member will be responsible for the full amount of any premiums to be paid at the first of the month following the start of the leave.
- E. Unit members on unpaid leave of absence who render service for seventy-five percent (75%) or more of the required days of service in a given school year will have the year count toward step (increment) advancement on the Salary Schedule. "Seventy-five percent (75%) of the required days of service" means 195 days for twelve (12) month work schedules, 179 days for eleven (11) month work schedules, 163 days for ten (10) month work schedules including holidays, paid leaves, and vacation.
- F. Unit members returning from unpaid leave shall be entitled to return to a position similar to the one held at the time leave was granted, with the specific assignment determined by the District.
- G. Requests to return to service prior to the expiration date of an approved unpaid leave will be considered on the basis of convenience to the District. The District shall not be under any obligation to permit an early return from unpaid leave.
- H. While on an unpaid leave of absence or unauthorized leave, unit members shall not be eligible to benefit from any paid leave of absence provided by this article.
- I. Unpaid leaves shall not be extended except as specified under Illness or Accident Leave and Industrial Accident and Illness Leave. Unit members shall return to work at the expiration of an approved leave or shall resign from the District. If a unit member fails to report for duty or resign from the District at the expiration of an approved leave, this shall be considered sufficient cause for dismissal.
- J. **Request Procedure for Paid Leaves of Absence**
 1. Unit members who need to take leave of absence for Bereavement, Critical Family Illness, Industrial Accident or Illness, Illness or Accident, or Personal Necessity shall orally notify their immediate supervisor as soon as possible after the need becomes known.
 - a. Unit members whose daily work schedules begin by 9:00 a.m. and who do not

know that they will need to be absent until after 4:30 p.m. of the day preceding their absence shall notify the District Human Resources Office by calling the District's "Electronic Secretary" at least one and one-half (1-1/2) hours prior to the scheduled reporting time for the day of the emergency absence.

- (1) As soon as a unit member's work location is open for business, the unit member shall, if conditions permit, phone and give the following information:
 - (a) Details of length and reason for absence.
 - (b) Helpful suggestions for substitute.
 - b. Unit members whose supervisors have informed them that they will not be required to call the "Electronic Secretary" or whose work schedules begin after 9:00 a.m. shall notify their immediate supervisor of their absence by the time and method established by the immediate supervisor.
2. Unit members who need to take leave of absence for Jury Duty and Witness or Maternity shall submit a request for such leave on the proper District form to the Human Resources Office through their immediate supervisor.
 - a. Requests for Maternity leaves shall be made at least one (1) month prior to the commencement of such leaves.
 - b. Requests for Jury Duty or Witness Leaves shall be made as soon as possible after a unit member receives a Court Order to appear.
 3. Unit members requesting paid leaves of absence shall provide the following information in support of their request for such leave.
 - a. **Industrial Accident or Illness:** A copy of any physician's statement relating to the accident or illness; and an Employer's Report of Occupational Injury or Illness.
 - b. **Jury Duty or Witness:** Official summons to appear for jury duty or subpoena to appear as a witness.
 - c. **Maternity:** District Maternity Leave form completed by unit member's physician.

K. **Return to Service from Paid Leave of Absence**

1. An absent unit member shall notify his/her immediate supervisor of his/her intention to return to duty by the time established by the school/department to which the unit member is assigned. The deadline for notification shall be no earlier than 1:45 p.m. of the day preceding his/her intended return to duty.
2. If a unit member fails to notify his/her immediate supervisor by established time, the unit member's substitute, if any, will be rehired for another day of service. If a unit member shows for service without proper notification of his/her intention to return, the unit member will not be permitted to return to work that day if a substitute has been hired for the day.

3. Upon return to service a unit member shall complete and submit a Certification of Absence form to his/her immediate supervisor stipulating the reason for the absence.
4. Unit members returning to duty from illness involving surgery, serious illness or extended absence shall be required to present a doctor's statement verifying medical release to return to duty, including any restrictions.
5. If the absence is due to illness or injury and is five (5) or more days in length, the District may require a statement from a medical doctor verifying the reason for the absence. The District may require such verification for an absence of less than five (5) days if the District has reason to believe that the absence may not have been used for proper leave purposes. The District shall state the reason(s) for requiring the verification of absence in writing.

L. Request for Unpaid Leaves of Absence

1. Unit members who wish to request a Personal leave shall submit a request for such leave on the proper District form to the Human Resources Office through their immediate supervisor.

Unit members shall provide the following information in support of their request for leave.

- a. A statement of the reason for requesting leave.
- b. Any documents or verification in support of the request.

Bereavement - Leave of Absence (With Pay)

A. Definition

1. A Bereavement Leave is a leave granted to unit member due to the loss by death of a person closely related by blood or marriage and as such considered a member of a unit member's "immediate family."
2. "Immediate family" shall be defined to include:

Aunt
 Brother (Brother-in-law, Stepbrother, Foster Brother)
 Daughter (Step-daughter, Foster Daughter, Daughter-in-law)
 Father (Stepfather, Foster Father)
 Father-in-law
 Granddaughter
 Grandfather
 Grandmother
 Grandson
 Husband
 Mother (Stepmother, Foster Mother)
 Mother-in-law
 Nephew
 Niece
 Sister (Sister-in-law, Step-sister, Foster Sister)

Son (Stepson, Foster Son, Son-in-law)
Uncle
Wife

Or any person living in the immediate household of the unit member. Extenuating circumstances (fiancé/fiancée, very close friend, or domestic partner) may be approved by the Superintendent's designee.

3. The definition herein and above shall also be interpreted to include:
 - a. Official notice in time of war that a member of the "immediate family" is "missing in action."
 - b. Official notice that a deceased member of the immediate family is being returned by the armed forces for internment in this country.

B. Length and Time of Leave

1. Unit members shall be entitled to a maximum of three working days, not necessarily consecutive, within ten calendar days after demise or notification of date of funeral of an "immediate family" member.
2. Two additional days, or a total of five days, are allowable if travel of more than 300 miles one-way or out-of-state is required.
3. Three-day Bereavement Leaves may be granted for each death described above if more than one death occurs simultaneously; such leaves may be consecutive. (Additional days may be granted under "Personal Necessity Leave," if needed.)
4. A Bereavement Leave shall not be granted during an unpaid leave of absence.

C. Compensation

1. Unit members shall be entitled to regular salary for a maximum of three days' absence for each instance of absence due to bereavement or for a total of five days if two additional days are granted for travel.
2. A unit member who is employed on an hourly basis and whose work schedule consists of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for bereavement leave at a rate equal to the amount earned for an average work day within the current pay period.

Critical Family Illness - Leave of Absence (With Pay)

A. Definition

1. A Critical Family Illness Leave is a leave granted to a unit member whose presence is needed because a member of his/her immediate family is critically ill.

"Critical Illness" shall be defined as an illness which may lead to irreparable harm. Surgery will be considered as falling within the definition of "critical illness."

2. "Immediate family" is defined to include:

Aunt
Brother (Brother-in-law, Stepbrother, Foster Brother)
Daughter (Stepdaughter, Foster Daughter, Daughter-in-law)
Father (Stepfather, Foster Father)
Father-in-law
Granddaughter
Grandfather
Grandmother
Grandson
Husband
Mother (Stepmother, Foster Mother)
Mother-in-law
Nephew
Niece
Sister (Sister-in-law, Stepsister, Foster Sister)
Son (Stepson, Foster Son, Son-in-law)
Uncle
Wife

Or any person living in the immediate household of the unit member. Extenuating circumstances (fiancé/fiancée, very close friend, or domestic partner) may be approved by the Superintendent's designee.

3. The unit member shall provide verification by physician's certification that the family illness is critical in nature if the unit member's immediate supervisor has reason to believe that the leave benefit may not have been used for proper leave purposes.

B. Length of Leave

A unit member shall be entitled to three days of paid leave for Critical-Family Illness during any one year. Such leave is not accumulated.

C. Compensation

1. A unit member shall be entitled to regular salary for the maximum of three days' absence annually for Critical Family Illness Leave as described above.
2. A unit member who is employed on an hourly basis and whose work schedule consists of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for critical family illness leave at a rate equal to the amount earned for an average work day within the current pay period.

Illness or Accident (Sick Leave) - Leave of Absence (With Pay)

A. Definition

Sick Leave is a leave of absence granted to a unit member because of personal illness or injury.

B. Length of Leave

1. In any fiscal year a regular unit member shall be entitled to paid sick leave at the rate of one day for each month of paid regular service on an unlimited accumulated basis.
 - a. Ten-month unit members shall be allowed ten (10) days of Sick Leave annually.
 - b. Eleven-month unit members shall be allowed eleven (11) days of Sick Leave annually.
 - c. Twelve-month unit members shall be allowed twelve (12) days of Sick Leave annually.

C. Special Conditions

1. Sick Leave for the current fiscal year need not be accrued prior to taking such leave by the unit member. Such leave may be taken at any time during the current fiscal year provided such leave does not exceed the current fiscal year's sick leave benefit entitlement.
 - a. A new unit member shall not be eligible to take more than six (6) days of sick leave until the first day of the calendar month after completion of six (6) months of active service with the District.
2. A unit member serving part-time only shall earn sick leave and be paid sick leave benefits in direct proportion to which his/her assignment relates to full-time service.
3. A unit member employed for an extra limited-term assignment in a classification which is different from the classification to which the unit member is regularly assigned shall not earn sick leave benefits for the time worked in such an assignment and shall not be entitled to use accumulated sick leave during such an assignment.
4. If a unit member resigns, retires or is terminated and has used more sick leave than was earned, the amount of pay for days used but not earned shall be deducted from the final warrant of the unit member.
5. Time on sick leave shall not count as service toward acquiring permanency with the District.
6. A regular unit member may use a maximum of six (6) days of accrued sick leave per fiscal year to attend to an illness of his/her child, parent, spouse, or domestic partner.

D. Compensation

1. When a unit member is absent from his/her duties because of illness or injury, whether or not the absence arises out of or in the course of his/her employment, said unit member is paid:
 - a. Full salary for that period of his/her absence covered by his/her current and accumulated sick leave.
 - b. Fifty percent (50%) of regular salary for 100 days after current and accumulated Sick Leave have been expended.

- 1) A new unit member of the District shall not be eligible for the fifty percent (50%) pay until he/she has satisfactorily completed his/her probationary period.
2. When a unit member has exhausted all of his/her entitlement to paid sick leave and is still unable to return to work, he/she may be granted a personal leave of absence without pay by the Board of Education for a period not to exceed six months. The Board may renew the personal leave for two additional six-month periods, or such lesser leave periods that it may provide, but not to exceed a total of 18 months.
 - a. If at the conclusion of all paid or unpaid leave the employee is still unable to return to his/her regular assignment, he/she shall be placed on a reemployment list for a period of 39-months in the same manner as if he/she were laid off for lack of work or lack of funds.
3. A unit member who is employed on an hourly basis and whose work schedule consists of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for leave at a rate equal to the amount earned for an average work day within the current pay period, or the preceding pay period when the first day of a leave which continues for ten (10) or more consecutive work days occurs on the first day of the current pay period.

Industrial Accident and Illness Leave (With Pay)

A. **Definition**

An Industrial Accident Leave is a leave granted to a unit member for absence because of occupational illness or injury which arose out of and in the course of School District employment, and which qualifies under Workers' Compensation.

B. **Requirements**

1. The injury or illness was directly related to the performance of the unit member's duties in the District.
2. The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

C. **Length of Leave**

1. Such leave shall commence from the first day of absence resulting from industrial accident or illness but shall not exceed 60 working days (when the unit member would have been performing his duties) for one accident, and shall not extend beyond the last day for which temporary disability indemnity is received. The allowance is reduced by one day for each day of absence resulting from the industrial accident or illness, regardless of any award made under Workers' Compensation laws.
2. The 60 days are not accumulative from year to year. In case the absence extends into the following year only the unused amount of leave for the same industrial accident is available.

D. **Payment**

1. Before salary payments can be made, a Workers' Compensation accident report must be on file in the Business Office.
 - a. Temporary disability indemnity checks shall be made out to the employee. The District, in turn, will issue appropriate salary warrants, excluding the amount of the temporary disability. The warrants issued by the District are subject to regular payroll deductions.
 - b. During the maximum 60-day absence, the unit member shall receive full pay. The amount of the temporary disability check from the Compensation Fund plus the warrant issued by the District shall not exceed the unit member's full salary. Such payment will not be charged against the employee's accumulated sick leave balance. If the 60-day maximum is exceeded, the unit member must start drawing regular sick leave benefits to which he/she may be entitled.
 - c. A unit member who is employed on an hourly basis and whose work schedule consists of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for industrial accident and illness leave at a rate equal to the amount earned for an average work day within the current pay period, or the preceding pay period when the first day of a leave which continues for ten (10) or more consecutive work days occurs on the first day of the current pay period.

E. **Effect on Sick Leave**

1. Time on Industrial Accident or Illness Leave will not constitute a break in service; the first 60 days is not charged against sick leave.

F. **Absence after Sixtieth Working Day**

1. If the Industrial Accident or Illness Leave should extend beyond sixty working days, the unit member must use sick leave and/or vacation to which he/she is entitled.
 - a. A unit member shall be entitled to use only so much of his/her accumulated or available sick leave or vacation which, when added to the worker's compensation award, provide for a full day's wage or salary.
2. After expiration of all paid leave, a unit member who is unable to return to work as determined by a licensed physician may be granted a personal leave without pay for a period not to exceed six months. The Board may renew the personal leave for two additional six-month periods, or such lesser leave periods that it may provide, but not to exceed a total of 18-months.
 - a. If at the conclusion of all paid or unpaid leave the employee is still unable to return to his/her regular assignment, he/she shall be placed on a reemployment list for a period of 39-months in the same manner as if he/she were laid off for lack of work or lack of funds.

G. **Activities While on Leave**

1. An Industrial Accident Leave period begins on the first day for which injury or illness is

claimed and extends through the last day for which injury or illness is claimed. If, between these two dates, a unit member initiates any new gainful employment, he/she shall be required to forfeit any injury pay received from the District under this leave.

2. A unit member on Industrial Accident Leave shall remain within the state unless the District authorizes travel outside the state. A unit member engaged in unauthorized travel outside the state may be required to forfeit any injury pay received from the District under the leave.

Jury Duty and Witness Leave - Leave of Absence (With Pay)

A. Definition

A Jury Duty and Witness Leave is a leave granted to a unit member to serve as a juror or to appear as a witness if he/she receives an official notification calling for such duty.

B. Eligibility Requirements

1. The unit member must be employed on a regular basis.
2. The unit member must receive an official summons to appear as a juror or a subpoena to appear as a witness and not as a litigant in a case to be eligible for such leave.
 - a. Each date of necessary attendance under such order, other than the date specified in the summons or subpoena, shall be certified by the Clerk or authorized officer of the court, or other official of a body with jurisdiction.
3. It is unlawful to encourage, solicit or suggest that any unit member seek exemption from such duty.

C. Length of Leave

1. The unit member shall be allowed to serve for the period of time as directed by the courts and shall return to work during any day or portion of a day equal to or greater than one-half of the work shift in which appearance in court is not required.
2. Unit members who are assigned a full time (8-hours/day) swing or graveyard shift shall be granted leave for the entire work shift on any day in which court appearance is required for four (4) hours or more.

D. Compensation

1. A unit member shall receive his/her regular pay for all working days spent on jury duty or as a witness.
2. A unit member shall endorse any jury duty fees, excluding mileage, received and forward them to the Payroll Office.
3. In any case in which a witness fee is payable, such fee shall be collected by the unit member and remitted to the District.
4. A unit member who is employed on an hourly basis and whose work schedule consists of varying hours per day or days per week regardless of the number of hours or days per

week shall be entitled to pay for jury duty and witness leave at a rate equal to the amount earned for an average work day within the current pay period, or the preceding pay period when the first day of a leave which continues for ten (10) or more consecutive work days occurs on the first day of the current pay period.

Maternity - Leave of Absence (With Pay)

A. **Definition**

A maternity leave is a leave granted to a unit member during the time she must absent herself from her duties because of disability resulting from pregnancy or convalescence following childbirth. Sick leave (with pay) will be allowed for the period of physical disability provided the dates of disability are certified by the employee's physician and otherwise meet the provisions specified below.

B. **Eligibility**

A unit member shall only be eligible to use sick leave benefits under this provision when the unit member is on a working paid status immediately prior to starting the maternity leave.

C. **Compensation**

1. A unit member on maternity leave shall have the option of using sick leave to which she may be entitled during the period her physician certifies that she is physically unable to perform her regular duties.
2. Use of sick leave for Maternity Leave of Absence shall be in accordance with Illness or Accident Leave of Absence.
3. A unit member who is employed on an hourly basis and whose work schedule consists of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for maternity leave at a rate equal to the amount earned for an average work day within the current pay period, or the preceding pay period when the first day of a leave which continues for ten (10) or more consecutive work days occurs on the first day of the current pay period.

D. **Verification to Return to Service**

If the District has reason to believe that a unit member returning to duty is not in good health, she will not be allowed to return to service until she presents to the Human Resources Office a certificate of good health from her attending physician.

Personal Necessity - Leave of Absence (With Pay)

A. **Definition**

A Personal Necessity Leave is a leave granted to a unit member for a maximum of seven (7) days and which meets the conditions set forth below:

B. **Length of Leave**

1. No more than seven (7) days of Personal Necessity Leave may be allowed in any fiscal year. This leave is non-accumulative.
2. The number of days of Personal Necessity Leave allowed shall be deducted from and

may not exceed the number of full days of sick leave to which the employee is entitled.

3. Personal Necessity Leave must be taken in increments of not less than one-half (½) day.

C. **Compensation**

1. A unit member who is absent from his/her duties because of Personal Necessity Leave shall receive full salary for such absence if that period does not exceed sick leave benefits to which the employee may be entitled and if the leave does not violate the Unauthorized Leave section of the contract and the leave request is not the result of concerted activities (including sickouts) directed against the District.
2. A unit member who is employed on an hourly basis and whose work schedule consists of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for personal necessity leave at a rate equal to the amount earned for an average work day within the current pay period.

Personal Leave - Leave of Absence (Without Pay)

A. **Definition**

A Personal Leave of Absence is a leave of absence which may be granted to a unit member which will meet the personal interests and needs of a unit member if such leave does not adversely affect the efficient operation of the District. The granting of such leave shall be at the discretion of the District.

Personal leaves shall include, but not be limited to, the following:

1. Child Care
2. Health (after exhaustion of sick leave benefits)
3. Higher Education
4. Rest and Recuperation
5. Travel
6. Family Medical Leave

B. **Eligibility**

1. Unit member shall hold permanent status in the District to be eligible for a Personal Leave (Without Pay).
2. Unit members shall not be granted a Personal Leave to accept employment outside ABC Unified School District.

C. **Length of Leave**

1. A Personal Leave may be granted for a minimum of one month and maximum of six months.
2. A Personal Leave may be extended for one additional six-month period if so requested and subsequently granted.
3. A unit member will not be granted Personal Leave in excess of one work year, except as provided under Illness or Accident Leave and Industrial Accident and Illness Leave.

D. **Compensation**

No salary will be paid by the District to the unit member while on a Personal Leave of Absence.

Unauthorized Leave

A. Unauthorized Leave is defined as non-performance of those duties and responsibilities assigned to unit members by the District and its representatives including all duties and responsibilities as defined by the Education Code, rules and regulations of the State Board of Education and policies and administrative procedures of the Board of Education of the ABC Unified School District. Such unauthorized leave may include, but is not limited to, collective refusals to provide service, unauthorized use of sick leave, and unauthorized use of other leave benefits.

1. A unit member is deemed to be on Unauthorized Leave at such time and on such occasions as the unit member may absent himself/herself from required duties without approval.

B. **Disciplinary Action**

Unauthorized Leave shall constitute position abandonment and, therefore, may result in the initiation of dismissal procedures, loss of salary or such action as may be deemed appropriate by the District.

C. **Compensation**

1. Beginning on the first day of unauthorized leave, no pay warrant shall be drawn in favor of any unit member who has not faithfully performed all required duties.

2. Unit members shall receive as salary only an amount equal to the regular rate of pay for all time actually worked or time on District-approved leave, vacation or holiday.

Family and Medical Leave

1. Unit members who have completed one (1) year of service with the District and worked at least a six (6) hour assignment during the previous year, shall be eligible for unpaid family care and medical leave for up to twelve weeks with in any 12-month period. Such leave shall run concurrent with any other leave provided in this Agreement and no more than one 12-week leave shall be granted an employee during any 12-month period. This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins.

2. Family leave may be used for the birth of the employee's child, and in order to care for the child, placement of a child with the employee for foster care or in connections with the employee's adoption of the child, to care for the employee's child, parent or spouse with a serious health condition, or due to the employee's own serious health condition which makes the employee unable to perform his/her job.

3. The District may require medical certification to support a request for leave based on a serious health condition.

4. The employee shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date

a leave is to begin, the employee must provide at least thirty (30) days' written advance notice. If the 30 days' notice is not possible, then notice shall be provided as soon as is practicable.

5. During the period of family care leave, the employee shall continue to be entitled to participate in the District's medical, dental and vision plans under the same conditions as apply to other unit members on paid leave of absence.
6. The employee shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under any employee benefit plan or collective bargaining agreement.
7. Unit members returning from unpaid leave shall be entitled to return to a position similar to the one held at the time leave was granted, with the specific assignment determined by the District.

ARTICLE XVIII: SAFETY CONDITIONS

- A. The District shall be responsible for providing safe working conditions for unit members. These provisions shall not be subject to Article XVIII: Grievance Procedures unless the issue is not within the jurisdiction of OSHA.
- B. Unit members shall be responsible for complying with all District safety standards and for practicing safety measures.
- C. The District shall maintain a management system for monitoring of working conditions and for the correction of unsafe conditions.
- D. Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical control reasonably necessary to protect themselves, maintain order, protect property, or protect the health and safety of pupils.
- E. Unit members shall report potentially unsafe or existing unsafe conditions in writing to their immediate supervisors.
- F. If the unsafe condition is not corrected within a reasonable period of time, the unit member should contact the District's safety coordinator.
- G. The District shall investigate all conditions which are reported to be unsafe, hazardous or potentially dangerous and shall take necessary steps to have the conditions corrected.
- H. Compensation for damage to a unit member's automobile due to vandalism and/or theft shall be paid provided that the site administrator is notified of such damage and the unit member was on District premises or on duty at a school-sponsored, employee-required activity. The loss must be reported to the local jurisdiction law enforcement. The District shall reimburse the unit member's insurance deductible up to a maximum of two hundred and fifty dollars (\$250) or the insurance deductible, whichever is less. Claims of less than fifty dollars (\$50) will not be accepted. Appropriate claim forms must be submitted to the District within five (5) working days of the incident. A unit member is limited to one (1) claim per school year. Reimbursement shall not be made in the case of collision, theft of optional equipment attached to or housed in the vehicle such as a radio, tape or CD deck, tapes, cassettes or CDs; or theft or damage to any contents of the vehicle including personal prosthetic devices or clothing in the vehicle,

(reference Board Policy 3333 (a) and (b). Upon request the unit member must provide information requested by a site/District administrator to assist in the verification of the claim.

ARTICLE XIX: GRIEVANCE PROCEDURES

A. Definition of Terms

1. A "grievance" is an allegation that there has been a violation, misrepresentation, or misapplication of the specific provisions of this Agreement.
2. A "grievant" is an employee in the bargaining unit covered by terms of this Agreement who alleges a grievance. The Association may be the grievant on Article II: Recognition, Article V: Association Rights, Article VI: Dues Deductions, Article XVII: Safety Conditions, Article XXIII: Negotiation Procedures and Article XXXIV: Reopeners.
3. A "day" is a day in which the District office is open for business.
4. The "immediate supervisor" is the supervising administrator (management employee) having immediate jurisdiction over the grievant.

B. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the problem by at least one informal conference with the grievant's immediate supervisor.

C. Formal Level

1. **Level I:** If the informal conference has not resulted in a settlement, the grievant may file a formal grievance.
 - a. A formal grievance must be filed on the appropriate District form with the unit member's immediate supervisor within twenty (20) days after the occurrence or act of omission giving rise to the alleged grievance or when the grievant could reasonably be expected to know of the event which gives rise to the grievance. A copy of the grievant's statement shall be filed with the Director-Human Resources.
 - b. The statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific Article, Section, and Paragraph of this Agreement that is alleged to have been violated, decision rendered at the informal conference, and the specific remedy sought.
 - c. The immediate supervisor shall communicate his/her response to the unit member in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
 - d. Within the above time limits, either party may request a personal conference with the other party.

2. **Level II:**

- a. If the alleged grievance is not resolved at Level I, the grievant may appeal the response on the appropriate District form to the Superintendent (or designee) within ten (10) days of receipt of the Level One response. The statement shall include a copy of the original grievance, the response and a clear concise statement of the reasons for the appeal.
- b. The Superintendent (or designee) shall communicate his/her response to the grievant and the immediate supervisor of the grievant in writing within ten (10) days after receiving the appeal.
- c. A conference shall be held at the request of either the grievant or the Superintendent (or designee) within ten (10) days of receipt of the appeal.
- d. If the Superintendent (or designee) does not respond within the above time limits, grievant may appeal to the next level.

3. **Level III:**

- a. If the grievance is not resolved at formal Level II, the grievant may request that CSEA submit the grievance to arbitration. The grievant shall make such request within ten (10) days after receiving the Level II decision. CSEA shall notify the Superintendent (or designee) in writing within ten (10) days after receipt of the request from the grievant that the grievance has been submitted for arbitration.
- b. CSEA and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days, they shall request that the American Arbitration Association's and/or the State Mediation and Conciliation Services (SMCS) selection procedures be initiated.
- c. The fees and expenses of the arbitrator shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.
- d. It shall be the function of the arbitrator to make an award that will resolve the grievance. The arbitrator shall be subject to the following limitations:
 - (1) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (2) The arbitrator shall have no power to establish the structure of the salary schedule.
 - (3) If necessary, the arbitrator, by referring to the written grievance and answers thereto at each previous step, shall determine whether a grievance exists.
 - (4) After a hearing, the arbitrator shall submit, in writing, to all parties his/her findings in an award that will be final and binding on the parties.
- e. The arbitrator may hear and determine only one grievance at a time unless the District and CSEA agree otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve

the same or similar facts and issues.

- f. Either party may request a reporter to record the entire arbitration hearing. The cost of service and the expense of such report shall be paid by the party requesting the report or shared by the parties if both mutually agree.

D. Relevant Provisions

1. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
2. No reprisals of any kind shall be taken by any member or representative of the District against a grievant or other participants who assisted the grievant nor shall any reprisals of any kind be taken by CSEA against the District, any District employee, or any participant in the grievance procedure by reason of such participation or decisions.
3. Nothing contained in this Article shall be construed as authorizing CSEA to participate in a grievance brought by a unit member unless at the grievant's request, except that no grievance shall be considered settled without CSEA having been given a copy of the proposed resolution and having had an opportunity to respond.
4. The parties may mutually agree to utilize expedited arbitration procedures.
5. The grievant may be represented by a CSEA representative at all meetings and hearings above the informal level of the grievance procedure and at the informal level after the unit member has notified the unit member's immediate supervisor of the grievance.
6. The time limits specified herein may be extended by mutual agreement of the parties.
7. A copy of all grievance forms shall be filed with the Director-Human Resources and the CSEA president.
8. Individual personnel documents introduced as evidence shall be restricted to those contained in the District Human Resources Office.
9. The District will provide release time for the grievant, CSEA representative, and District-employed witnesses whenever the District agrees to a conference or meeting concerning any part of the grievance process, including the arbitration hearing.

ARTICLE XX: SAVINGS

- A. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- B. In the event that a court decision causes invalidation of any provision of this Agreement, the parties agree that upon written request by either CSEA or the District, the parties shall meet for the sole purpose of attempting to negotiate a replacement for the invalidated provision.

ARTICLE XXI: SUPPORT OF THE AGREEMENT

- A. The Board and CSEA agree that it is to their mutual benefit to encourage the resolution of problems or concerns through the negotiation process. Therefore, it is agreed that the Board and CSEA will support this Agreement for its term as a demonstration of the cooperation and consistency to this end.

ARTICLE XXII: CONCERTED ACTIVITIES

- A. It is agreed and understood that there will be no strike, work stoppage, slowdown, 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 California School Employees Association and its Chapter 24 or by its officers, agents, or unit members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- B. The California School Employees Association and its Chapter 24 recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by unit members who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those unit members to cease such action.
- C. It is understood that in the event this Article is violated by the California School Employees Association or its Chapter 24 or by its officers or agents, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy or administrative regulations from CSEA.
- D. Unit members violating this Article or engaging in unauthorized leave which may include, but is not limited to, collective refusals to provide service, unauthorized use of leave benefits and non-attendance at required meetings may be subject to disciplinary action up to and including termination by the District.
- E. It is agreed and understood that in the absence of any concerted activities described hereinabove there will be no lock-out of unit members by the District.

ARTICLE XXIII: MISCELLANEOUS

- A. It is understood and agreed that the specific provisions contained in this Agreement shall supersede any rules, regulations, policies, District practices or prior agreements including Memoranda of Agreement not incorporated in this Agreement which are contrary to, or inconsistent with, its terms. In the absence of the specific provisions of this Agreement such practices, policies and procedures are discretionary with the District to the extent provided for by law.
- B. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing agreement by the parties regarding any such matters are hereby superseded or terminated in their entirety.
- C. It is understood and agreed that neither the District nor CSEA shall impose or threaten to impose reprisals on unit members, to discriminate or threaten to discriminate against unit members, or

otherwise to interfere with, restrain, or coerce unit members because of their exercise of rights to engage or not engage in CSEA activities.

- D. The parties agree that upon initial employment and upon each change in classification thereafter, within a reasonable period of time, the affected unit member shall be provided a copy of his/her class description and an Employee Assignment Status Report which specifies the monthly and/or hourly rate of pay for the assigned position, the work location, the number of assigned hours per day or per week, if applicable, and the length of the work year. The parties further agree that upon initial employment unit members shall be provided a copy of this Agreement.

ARTICLE XXIV: NEGOTIATION PROCEDURES

- A. CSEA agrees that it shall submit its initial proposal for the successor Agreement to the District no later than the first regularly scheduled board meeting in February 2007.
- B. The District and CSEA shall initiate meet and negotiations sessions on a successor Agreement not later than April 1, 2007.
- C. Regularly scheduled meetings shall be established on at least a once a week basis for the duration of the negotiations. Additional meetings may be scheduled at the mutual consent of the parties.
- D. Attendance at negotiations shall be limited to the members of CSEA and the Management Teams.
- E. Consultants, resource persons, and expert witnesses may attend upon timely, advance notice and mutual consent of the Chief Negotiator for CSEA and the Chief Negotiator for the District.
- F. Advance notice shall be given to the Chief Negotiator for either party in the event there will be a change of participants for either team.
- G. Following the close of each negotiation session, Chief Negotiators for the District and for CSEA will develop an agenda for the next meeting.
- H. Each team shall designate its Chief Negotiator who shall be responsible for decisions, statements or positions on all items. The Chief Negotiator may designate a member of the team to execute tentative agreements.
- I. Minutes may be kept by either side in any manner but there shall be no usage of tape recorders or other electronic devices.
- J. A maximum of five Association negotiators will be allowed a total of 180 hours release time for meeting and negotiations held during normal working hours.
- K. If agreement is reached on any elements of the package, those elements may be reduced to writing and initialed by the Chief Negotiator or designee as "tentative agreements."
- L. It is understood and agreed that "tentative agreement" means subject to reaching agreement on all other items in the package and subject to editorial and syntactical adjustment in the language and the initialing in no way implies a contractual agreement.

ARTICLE XXV: REOPENERS


1. The parties agree that all negotiable items have been discussed during negotiations leading to this contract and further agree to have the option of one (1) reopener (in addition to salary and benefits) in each subsequent year of this Agreement and any others that are mutually agreed upon.
2. In order to address expenditure reductions, either CSEA or the District may reopen negotiations on any article in the Agreement relating to economic issues, at any time during the Agreement, if an agreement on the article may serve as an alternative to layoff.

ARTICLE XXVI: DURATION


This Agreement shall be in full force and effect from July 1, 2007 to and including June 30, 2010, and shall be automatically renewed from year to year thereafter unless either party serves notice upon the other in writing at least sixty (60) days prior to June 1, 2010, or any subsequent anniversary date, of its desire to terminate this Agreement.

ARTICLE XXVII: RATIFICATION

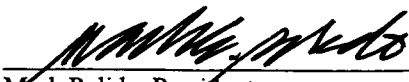
This Agreement is approved and ratified by the Board of Education, ABC Unified School District and the officers and members of the California School Employees Association and its ABC Chapter #24 on this 8th day of December 2007.




Gary Smuts, Superintendent
ABC Unified School District




Carol Hansen, Chief Negotiator
ABC Unified School District




Mark Pulido, President
Board of Education
ABC Unified School District



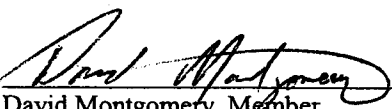
Olympia Chen, Vice President
Board of Education
ABC Unified School District



Celia Spitzer, Clerk
Board of Education
ABC Unified School District



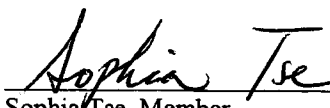
Maynard Law, Member
Board of Education
ABC Unified School District




David Montgomery, Member
Board of Education
ABC Unified School District

(Absent)

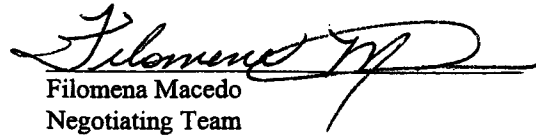
Armin Reyes, Member
Board of Education
ABC Unified School District



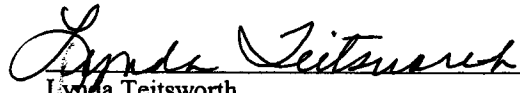
Sophia Tse, Member
Board of Education
ABC Unified School District




Rebecca Michel-Macias, President
Chief Negotiator
CSEA, Chapter #24



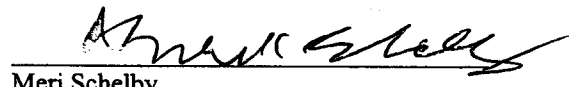
Filomena Macedo
Negotiating Team
CSEA, Chapter #24



Lynda Teitsworth
Negotiating Team
CSEA, Chapter #24



JoAnn Goostree
Negotiating Team
CSEA, Chapter #24



Meri Schelby
Negotiating Team
CSEA, Chapter #24

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AGREEMENT

between the

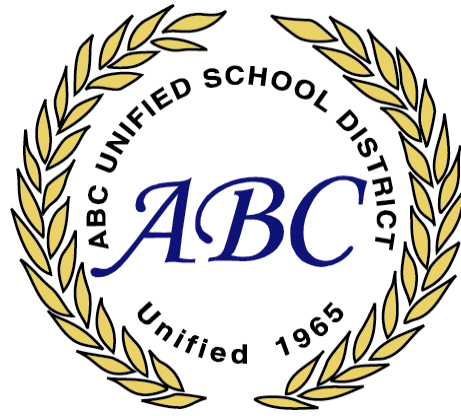
**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION
AND
CHAPTER #24**

and the

**BOARD OF EDUCATION
OF THE
ABC UNIFIED SCHOOL DISTRICT**

EFFECTIVE

July 1, 2007 to June 30, 2010



AGREEMENT

between the

BOARD OF EDUCATION

of the

ABC UNIFIED SCHOOL DISTRICT

and the

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO,
LOCAL 2229, COUNCIL 36**

effective

July 1, 2007 – June 30, 2010