

An
AGREEMENT BETWEEN
the
POWAY UNIFIED SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 313
(Office/Technical, and Paraprofessional Unit)

July 1, 2006

to

June 30, 2009

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PREAMBLE

This is an Agreement made and entered into between the Board of Education of the Poway Unified School District (hereinafter referred to as "Board") and the California School Employees Association, Chapter #313 (hereinafter referred to as "CSEA").

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ARTICLE 1
DEFINITION OF TERMS

1.1 Definitions

- 1.1.1 "The Act" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.
- 1.1.2 "Board" as used herein is the Board of Education of the Poway Unified School District.
- 1.1.3 "CSEA" means the California School Employees Association, Chapter 313, Office/Technical and Paraprofessional Units.
- 1.1.4 "Classified Employee" means a member of the unit.
- 1.1.5 "District" means the Poway Unified School District.
- 1.1.6 "Exclusive Representative" refers to the California School Employees Association, Chapter 313.
- 1.1.7 "Member of the Unit" refers to all classified employees who are part of a single unit which represents Office/Technical and Paraprofessional classified employees. All management, confidential, and supervisory employees and all other classified employees are excluded from the above unit. Specific descriptions of this single unit of classified employees are attached hereto marked as Appendix "A".
- 1.1.8 "Negotiable Items" shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200 of the Government Code, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546 of the Act, and procedures for processing grievances 3548.5, 3548.6, 3548.7, and 3548.8 of the Act.
- 1.1.9 "Permanent Employee" is a regular employee who has successfully completed an initial probationary period.
- 1.1.10 "Probationary Employee" is a regular employee who will become permanent upon the successful completion of a prescribed probationary

1 period. "Six months" as it relates to "probationary period" to be defined as
2 six months or 130 days of paid service whichever is longer.

3
4 1.1.11 "Regular, Full-Time Employee" is defined as a member of the unit who is
5 assigned to work eight (8) hours a day over a ten (10), eleven (11), or
6 twelve (12) month annual work schedule.

7
8 1.1.12 "Regular, Part-Time Employee" is defined as a member of the unit who is
9 assigned to work less than the regular full-time employee as defined in this
10 agreement.

11
12 1.1.13 "School Year" refers to the yearly period from July 1 to June 30.

13
14 1.1.14 "Seniority" shall be based upon initial hire date in probationary status.

15
16 1.1.15 "Workdays" are days on which the District administrative offices are open
17 for public business.

18
19 1.1.16 "Days" as used in this agreement refer to calendar days.

20
21 1.1.17 Other definitions applicable to a specific article are included in the
22 appropriate article.

23
24 1.1.18 All terms not defined in this article and other articles in this agreement shall
25 be defined in their usual and customary sense.

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27 1.1.19 "Compensatory Time" is defined as service directed, required or pre-
28 approved beyond contracted work as documented by signature of the
29 supervisor.

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ARTICLE 2

RECOGNITION AND NEGOTIATION PROCEDURES

2.1 Recognition

2.1.1 For those employees included in the unit for the negotiations as set forth in Section 1.1.7 (as amended 1996), the Board hereby recognizes CSEA as the exclusive negotiating representative of the members of the unit. All newly created positions shall be designated as management, confidential, supervisory, or bargaining unit positions by the Superintendent. Following consultation with CSEA, disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution.

2.1.2 No other group or organization or representative shall be permitted to engage on behalf of any employee included in the unit in any meeting and negotiating with the District over wages, hours, health and welfare benefits as defined in Government Code Section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8 of the Act and other related areas of negotiations required by binding court and/or California PERB decisions.

2.1.3 The Exclusive Representative recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or the duly authorized representative designated by the Board to act in its behalf. The Exclusive Representative agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Board member or administrator. The Exclusive Representative agrees that neither it nor its members or agents will attempt to represent in any negotiations or grievances the interests of anyone other than members of the bargaining unit.

2.2 Negotiations Procedure

2.2.1 On or about January 1, the Exclusive Representative shall present to the Board during a public session, in writing, all new proposals covering negotiable items which are to be negotiated for the successor agreement.

2.2.2 Tentative Agreement

During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.

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ARTICLE 3

DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. The only limitations on those powers and authority are the express provisions of this Agreement.
- 3.2 Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work, and take any action on any matter in the event of an emergency as defined by law. The Board also retains the right to hire, classify, layoff, evaluate, promote, terminate and discipline employees.
- 3.3 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with federal and state law. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right.

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ARTICLE 4

DUES DEDUCTIONS

4.1 Dues Deductions

4.1.1 Participation

Members of the unit have the absolute right to form, join, or participate in the organization(s) of their choice. Members of the unit shall not be required as a condition of employment to pay dues to any organization that they have not freely and voluntarily joined.

4.1.2 Dues Deduction Authorization

Any member of the unit may sign and deliver to the District an assignment authorizing deductions of CSEA membership dues. Such authorization shall continue in effect unless revoked in writing. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary warrant of the member of the unit each month for ten (10) months. Deductions for members of the unit who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

4.1.3 Payment of Monies

With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to remit such monies to CSEA accompanied by an alphabetical list of names of members of the unit for whom such deductions have been made.

4.1.4 Deductions - Other Purposes

Upon appropriate written authorization from a member of the unit, the District will deduct from a salary of any member of the unit and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs to the extent such deductions are required by law.

4.1.5 CSEA shall indemnify and hold the District harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Article.

4.2 Maintenance of Membership

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4.2.1 Employees who are members of the Union upon the date of Board ratification of this Agreement, or who thereafter join the Union shall maintain their membership in the Union for the term of this Agreement. It is provided, however, nothing herein shall deprive the employee of the right to terminate Union membership within a period of thirty-(30) calendar days immediately following the expiration date of the Agreement. Union dues shall automatically be deducted by the District in accordance with California Education Code provisions and shall cease only when Union membership is terminated during the thirty- (30) day period following the expiration of the Agreement.

4.2.2 Any agreement between the District and the Union to extend or roll over an Agreement so that a new expiration date is established shall not deprive an employee of the right to terminate Union membership within the thirty (30) day period following the original expiration date of the Agreement.

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ARTICLE 5

WORK YEAR - WORKWEEK - WORKDAY

5.1 Work Year

The Board shall determine the total number of workdays each year for each member of the unit. Generally, unit members shall have a work year, which consists of ten (10), eleven (11) or twelve (12) months.

5.2 Workweek

5.2.1 The regular full-time workweek is defined as forty (40) hours, Monday-Friday. When appropriate, an alternate workweek other than Monday-Friday may be assigned. Unit member(s) assigned alternate workweeks shall receive two (2) consecutive days off during that period.

5.2.2 The workweek shall consist of not more than five (5) consecutive workdays for any unit member having an average of four (4) hours or more during the workweek.

5.2.3 The number of work hours during the workweek assigned to a regular part-time employee shall be determined by the District.

5.3 Workday

5.3.1 The daily duty schedule for unit members shall be assigned by the principal or immediate supervisor.

5.3.2 Unit members who have a workday of five (5) hours or more shall be entitled to a duty-free, non-paid lunch period of thirty (30) minutes, which, insofar as is practical, shall take place after the unit member has been on duty for four (4) hours.

5.3.3 Unit members who work four (4) or more consecutive hours per workday will be granted a fifteen (15) minute rest period. Unit members who work at least seven (7) hours per workday shall receive two fifteen (15) minute rest periods. Unit members who have a workday of at least three and three quarters (3 3/4) hours shall receive a ten (10) minute rest period.

5.3.4 The workday may not be shortened by a unit member foregoing a rest break or the unpaid lunch period. A supervisor may, on occasion, allow a unit member, upon request, to defer a lunch break to the end of the workday.

1 5.4 General

2
3 Each position in the unit shall have a designated, regular minimum number of
4 assigned hours per day, days per week, and months per year.

5
6 5.5 Adjustment of Assigned Time

7
8 A unit member who works a minimum of 30 minutes per day in excess of his/her
9 part-time assignment for a period of 20 consecutive working days or more shall have
10 his/her basic assignment changed to reflect the longer hours in order to acquire
11 fringe benefits on a prorated basis as specified in Education Code Section 45136 i.e.,
12 sick leave, vacation, etc. Health and Welfare benefits, if applicable, will be provided
13 consistent with Article 8.

14
15 5.6 Summer School Assignment

16
17 5.6.1 If the District maintains school sessions at times other than during the
18 regular September-June academic year, the District shall assign for service
19 during such times regular classified employees.

20
21 5.6.2 When it is necessary to assign classified employees not regularly so
22 assigned to serve between the end of one academic year and the
23 commencement of another, such assignment shall be made on the basis of
24 qualifications for employment in each classification of service which is
25 required. No classified employee whose regular yearly assignment for
26 service excludes all, or any part of, the period between the end of the
27 academic year in June to the beginning of the next academic year in
28 September, shall be required to perform services during such period.

29
30 5.6.3 A classified employee shall, for services performed as herein provided,
31 receive, on a pro rata basis, not less than the compensation and benefits
32 which are applicable to that classification during the regular academic year.

33
34 5.6.4 Selection Procedure for Clerical/Campus Assistant Positions

35
36 Notices of summer school vacancies shall be posted throughout the District
37 in the same manner as promotional only opportunities. The posting will
38 include the selection procedure stated in the contract.

39
40 Qualified applicants at each summer school work site shall be given the
41 opportunity to work based on the selection criteria listed below. Qualified
42 applicants are those who have served a minimum of one full work year, in
43 the eligible classification, and have received an overall "meets standards"
44 rating on their most recent evaluation. Summer school work shall be
45 offered annually on the basis of:
46

- 1 1. Recency of summer school service – Qualified applicants, who have the
- 2 least recent service date, will be given the opportunity to work.
- 3 2. Date of Hire – In the case of a recency of service tie, the qualified
- 4 applicants' dates of hire will serve as the tiebreaker.
- 5 3. Employees who transfer from one site to another will bring their recency
- 6 of service date with them
- 7 4. Beginning with the 2000 summer school, the opportunity to work will be
- 8 credited as having worked for purposes of the selection procedure.
- 9 5. Beginning with the 2000 summer school, newly hired employees will be
- 10 credited with a recency of service date of the first summer following their
- 11 employment.

12
13 If there are no qualified applicants at the summer school work site,
14 positions shall be filled from the Districtwide qualified applicant pool on a
15 rotational basis commencing with the applicant with the least recent
16 summer school service date. In the case of a tie, the most senior applicant
17 will be given the opportunity to work.

18
19 All summer school employment is contingent upon sufficient student
20 enrollment and may be terminated during the first week of school if
21 anticipated attendance is not achieved.

22 23 5.7 Change in Work Schedule

24
25 5.7.1 The District may change an employee's work schedule on either a
26 permanent or temporary basis. A change in work schedule is defined as a
27 shift of a unit member's assigned starting and ending time and/or routinely
28 assigned workweek.

29 30 5.7.2 Permanent Change in Work Schedule

31
32 In the event the District determines to effect a permanent change in an
33 employee's work schedule of more than one hour, the affected employee
34 shall be given at least ten (10) calendar days prior written notice to the start
35 of the school year and fourteen (14) calendar days during the school year.
36 A permanent change in work schedule shall mean that the employee's
37 regularly assigned ongoing workweek and/or starting and ending times are
38 modified. Upon request, an opportunity will be provided for the unit
39 member to meet with his/her supervisor to discuss changing the start date
40 of the new schedule.

41 42 5.7.3 Temporary Change in Work Schedule

43
44 In the event the District determines to effect a temporary change in an
45 employee's work schedule, the affected employee shall be given five (5)
46 calendar days written, prior notice. A temporary change in work schedule

1 shall mean that the employee's regular assigned ongoing workweek and/or
2 starting and ending times are modified for a period of no more than sixty
3 (60) calendar days.
4

5 5.7.4 The provisions of Sections 5.7.2 and 5.7.3 shall be inapplicable to work
6 schedule changes which traditionally occur during summer months or
7 periods when school is in recess.
8

9 5.8 Increase in Hours Assigned

10 The District shall have discretion to increase the assigned hours of a unit member.
11 Unit members who experience a bonafide hardship as a result of an increased
12 assignment shall have the right to appeal the increase to the Assistant
13 Superintendent, Personnel Support Services or designee, who may grant the unit
14 member priority transfer status. A CSEA representative shall be accorded the
15 opportunity to participate in any conference involving the Assistant Superintendent,
16 Personnel Support Services or designee and the affected employee.
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ARTICLE 6

HOLIDAYS

6.1 The following fifteen (15) holidays are recognized paid holidays by the District during the term of this contract:

- (a) Independence Day
- (b) New Year's Day
- (c) Lincoln's Birthday
- (d) Washington's Birthday (Presidents' Day)
- (e) Labor Day
- (f) Admission Day or an alternate day designated by the Superintendent
- (g) Veteran's Day
- (h) Memorial Day
- (i) Thanksgiving Day
- (j) Day after Thanksgiving Day
- (k) Christmas
- (l) Two (2) days during the winter holiday at a time designated by the Superintendent
- (m) One (1) day in the spring to be designated by the Superintendent.
- (n) Martin Luther King Day

6.2 An employee who is not normally assigned to duty during winter or spring recess shall be paid for those holidays occurring during any recess if he/she was in paid status on the day preceding or next succeeding such recess.

6.3 Should the President, Congress, Governor of California, or the California State Legislature declare a public fast, thanksgiving or holiday which is mandated as a paid holiday for public school classified employees, it shall be recognized in addition to those listed in Section 6.1.

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- 6.4 If a paid holiday is scheduled while an employee is on a paid leave status, then that day shall not be deducted from the employee's accrued leave.
- 6.5 The specific dates of all holidays will be established in the adopted District calendar. The Exclusive Representative shall be entitled to have one representative serve on the District Calendar Committee.
- 6.6 If an employee has a workweek which consists of less than five consecutive workdays and a holiday falls on a non-scheduled workday during the workweek for such employee, the employee shall have his/her current or succeeding workweek adjusted to reflect appropriate paid time off. The appropriate number of hours of paid time off shall be determined by dividing the total number of hours in the employee's workweek by five (i.e., 15 hour workweek = three hours of paid time off).
- 6.7 Notwithstanding the adoption of separate work schedules for the teaching and classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which teachers receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.

ARTICLE 7
VACATION

7.1 General

7.1.1 Paid vacation shall be granted to all regular classified employees pursuant to the provisions of this article.

7.1.2 All newly hired unit members shall accrue vacation credit but shall not be eligible to take paid vacation prior to completion of their first six (6) months of service.

7.1.3 Unit members whose work year is less than twelve (12) months shall use earned vacation during the Thanksgiving, Winter, February and Spring break recesses

a. Excess vacation time, if any, may be used, with prior approval of the appropriate supervisor, during the employee's work year.

b. Unit members shall use excess vacation time (anything over one year accrual) before compensatory time is used.

7.2 Vacation Accrual Rate

Vacation shall be earned and accrued on a monthly basis per hour of service, exclusive of overtime and added assignments.

7.2.1 During the first through the third year of continuous service the rate shall be .03846 hours per hour of paid service (10 days per year).

7.2.2 During the fourth through the tenth year of continuous service the rate shall be .05769 hours per hour of paid service (15 days per year).

7.2.3 During the eleventh through the fifteenth year of continuous service the rate shall be .07731 hours per hour of paid service (20 days per year).

7.2.4 After completion of the fifteenth year of continuous service the rate shall be .08462 hours per hour of paid service (22 days per year).

7.3 Except as provided below, the number of days of vacation which may be carried forward to a new fiscal year shall not exceed the unit member's annual allowance. Any excess vacation accrual that a unit member does not take shall be paid out or carried forward to the following school year at the discretion of the District. A written request and justification for exceeding the carryover requirements must be submitted

1 to the immediate supervisor. The supervisor will work with the unit member to
2 develop a plan for using the excess vacation.
3

4 7.4 The unit member's initial date of employment in probationary status shall be the
5 basis for the commencement of a year of service under the provisions of this Article.
6

7 7.5 Unit members may request vacation dates in order of preference. If a conflict arises
8 regarding the approval of vacation dates, the supervisor and employee shall meet in
9 an attempt to arrive at a mutually agreed upon vacation date. The final authority for
10 approval of requested vacation dates is vested with the supervisor.
11

12 7.6 Upon separation from service, the unit member shall be entitled to a lump-sum
13 compensation for all earned and unused vacation pay except that unit members who
14 have not completed six (6) months of service in regular employee status shall not be
15 entitled to such compensation.
16

17 7.7 If a unit member is terminated and has been granted vacation which was not yet
18 earned at the time of separation, the unearned vacation pay shall be deducted from
19 the unit member's final pay warrant.
20

21 7.8 Subject to prior approval of the supervisor, twelve (12) month employees may take
22 vacation at any time during the school year.
23

24 7.9 Annually, the District shall notify unit members of the amount of their accrued
25 vacation.
26

27 7.10 If a paid holiday occurs during a unit member's scheduled vacation, such holiday
28 shall not be counted as a vacation day.
29

30 7.11 Any unit member who becomes ill (subject to hospital confinement or physician's
31 care) or bereaved during a scheduled vacation period shall be eligible to receive
32 appropriate leave benefits, subject to compliance with District procedures certifying
33 such periods of illness or bereavement.
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ARTICLE 8

HEALTH AND WELFARE BENEFITS

8.1 Each eligible member of the unit shall be provided a basic insurance package. The basic insurance package shall include major medical, vision, dental, and life insurance coverage. Employees may opt out of the major medical, dental and vision plans provided by Poway Unified School District subject to the provisions of 8.2.3. Specific benefits of the basic insurance package shall be described in the District's basic brochure. Copies of this brochure will be distributed to all members of the unit as soon as they are completed.

8.2 District Contribution for Health and Welfare Benefits

8.2.1 Commencing January 1, 2006, the maximum annual District dollar contribution for Health and Welfare Benefits shall be as follows:

- (a) \$6488 for employees who work between seven and seventy-six hundreds (7.76) and eight (8) hours per day.
- (b) \$5969 for employees who work between six (6) and seven and seventy-five hundreds (7.75) hours per day.
- (c) \$4736 for employees who work between four (4) and five and ninety-nine hundreds (5.99) hours per day.

8.2.2 The discretionary funds for employees participating in the basic insurance package shall not exceed \$2310.00 annually.

For the purpose of qualifying for the above benefits, only regular assigned hours are included. Extra hours, limited term hours, and overtime hours are excluded.

8.2.3 Proof of other insurance coverage must be provided in order to opt out of the major medical and dental plans provided by the Poway Unified School District. Employees opting out of the major medical plan are still required to purchase the mandatory life insurance. Additionally, employees may purchase both dental and vision benefits (see benefit brochure for cost). These benefits will be deducted from the opt out contribution negotiated between the District and CSEA. Maximum cash warrant will be:

- (a) **\$3,386** for employees who work seven and seventy-six hundred (7.76) and eight (8) hours per day.
- (b) **\$3,298** for employees who work between six (6) and seven and seventy-five hundreds (7.75) hours per day.

1
2 (c) **\$3,089** for employees who work between four (4) and five and
3 ninety-nine hundreds (5.99) hours per day.
4

5 8.3 The District's annual contribution for Health and Welfare Benefits shall be increased
6 by an amount equal to the arithmetic average of the increased costs of the two (2)
7 HMO basic insurance packages (prorated).
8

9 8.4 Upon initial eligibility or for continuing coverage employees whose monthly net
10 earnings are less than the monthly premium payment, premiums required for
11 coverage must be paid in advance either annually or semi-annually. Insurance
12 coverage shall be canceled if the required premium payment is not received in the
13 Payroll Department in advance of the required premium. If the coverage is allowed
14 to lapse, it may not be reinstated the following year or any year thereafter.
15

16 8.5 Employees in this unit may participate in an approved tax sheltered annuity with the
17 District providing payroll deductions for this purpose. Employees may change the
18 tax-sheltered programs in which they participate by notifying the Payroll Department
19 of the intended change by the first day of the month in which the change is to be
20 effective.
21

22 8.6 The District shall continue the employer contribution while the employee is on paid
23 leave status, in the same manner as if the employee had remained in regular
24 service. Employees on District approved, non-paid leaves of absence, or retired
25 employees, may elect to continue coverage for themselves and dependents.
26 Premiums required for coverage must be paid in advance either annually, semi-
27 annually, or quarterly.
28

29 8.7 Retired employees may purchase the basic health plan for themselves and their
30 eligible dependents - employees must be retired under one of the District's formal
31 retirement plan(s) (PERS, PARS or STRS) early or normal retirement plan
32 provisions; be at least age fifty (50) (PERS,STRS), or age sixty (60)(PARS) or older,
33 and have ten consecutive previous years of service with the District. Retirees'
34 dependents must meet the same eligibility requirements as dependents of active
35 employees. Upon attainment of age sixty-five (65), the retired employee **must** sign
36 up for Medicare parts A and B (this applies to dependents also). Retiree coverage is
37 available for medical, dental, and vision insurance. Life insurance ceases upon
38 retirement. Premiums required for coverage must be paid in advance either annually,
39 semi-annually, or quarterly. Retirees may change insurance providers during the
40 regular open enrollment period. If the coverage is allowed to lapse, it may not be
41 reinstated the following year or any year thereafter.

1
2 8.7.1 Post Health and Welfare Benefits for Eligible Retired Employees
3

4 Unit members, retiring under one of the District's formal retirement plan(s)
5 (PERS or STRS), at least age 55 or older, and having five consecutive years of
6 benefited service with the District will be eligible for a District contribution
7 towards their retiree health coverage through age 65 or Medicare eligibility.
8

9 The District contributions will be based on a percentage of the cost of the lowest
10 price plan for employee only coverage and will vary by years of District service
11 at retirement as follows:
12
13

Years of Service at Retirement	District Contribution Percentage
At least 15 years of service but less than 17	80%
At least 17 years of service but less than 20	90%
20 or more years of service	100%

14
15 Employees will receive 100% of the District contribution if working between 7.76
16 and 8 hours, 92% of the District contribution if working between 6 and 7.75
17 hours, and 73% of the District contribution if working between 4 and 5.99 hours.
18

19 All monies paid by the District must be used for medical coverage; no other
20 benefits are covered for employees under this agreement. Eligible unit
21 members may purchase additional benefits for themselves or eligible
22 dependents. Employees selecting a more expensive medical plan or
23 dependent coverage will pay the difference in premium costs. Employees
24 moving out of the area will be reimbursed to the same dollar amount for use
25 toward medical premiums only. Premiums will be reimbursed annually with
26 submission of required documentation.
27

28 Eligible unit members must meet all criteria: retire into district plan, age, years
29 of service, years of service in a benefited position, and must be in a benefited
30 position and covered by a district plan at time of retirement.
31

	15-16.99 Years (80%)	17-19.99 Years (90%)	20+ Years (100%)
4-5.99 -73%	58%	65%	73%
6-7.75 -92%	73%	82%	92%
7.76-8 -100%	80%	90%	100%

32
33 For the purpose of this agreement as it relates to eligibility for post retirement
34 benefits, any employee who resigns or retires from the Poway Unified School
35 District and is then subsequently re-employed by the District on or after June

30, 2006 will carry no service credit forward to qualify for this Post Retirement Health and Welfare benefit and will need to reestablish eligibility.

The funding of this post-retirement medical benefit, as reported for the required GASB 45 actuarial, is partially funded from several existing sources, including an accumulated balance of not less than \$682,000, .23% of salary from a previously negotiated settlement, dedication of the funds referenced under article 8.9 of this agreement, and dedication of 'opt-out' funds not provided to the employee. It is understood that should the annual opt-out funds become less than 1% of total CSEA salaries, or should any of the assumptions contained within the GASB 45 actuarial not be sufficient to fund this post-retirement benefit plan, the parties agree to reopen negotiations immediately in order to ensure this post-retirement benefits plan is independently and fiscally sound.

8.8 Employee and dependents insurance coverage shall be canceled under the following conditions:

(a) The leave expires and the employee does not return to active duty.

(b) A required premium payment is not received in the Payroll Department.

8.9 An amount of \$41,772.00 will be added to the total District contribution each year and used to offset medical premiums as agreed upon by the District and CSEA.

8.10 The District agrees to allow for the continuation of benefits as required by Federal Law (COBRA).

8.11 Use of "Opt Out" Savings for the 2005 and 2006 calendar year for health benefits as agreed by PUSD and CSEA are:

	<u>2005</u>	<u>2006</u>
# of employees working between 7.76 and 8 hours X	\$2,697	\$3,079
# of employees working between 7.76 and 8 hours X	\$2,296	\$2,648
# of employees working between 7.76 and 8 hours X	\$1,345	\$1,624

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ARTICLE 9

LEAVES

9.1 Sick Leave

9.1.1 Each twelve (12) month classified employee is entitled to twelve (12) days of sick leave annually, with pay, accumulative without limit. The proration is one day per month of service, or major portion thereof, for all employees including those whose service is less than twelve (12) months annually. New employees may not take over six (6) days of sick leave until they have completed six (6) months of service. All unaccrued leave taken by an employee under this rule shall be deducted from a final paycheck.

9.1.2 Proof of illness or injury shall include notification (if possible, prior to absence) to the Superintendent or designee and any further evidence the Personnel Department may reasonably require. Unit members requesting sick leave may be required to submit a physician's statement or that of a person authorized by a well-recognized religious sect, denomination, or organization to treat people stating the reason for absence and dates of illness. The District need not assume that a unit member's statement establishes disability conclusively, but may require a review and examination by a physician selected by the District or a practitioner of the unit member's faith selected by the District. The expense of such review examination shall be borne by the District. Persons absent more than five (5) days shall be required to submit to the District a practicing physician's statement (Form B-72) that the employee is fit for service.

9.1.3 Classified employees who work five (5) days per week for the full year but for less than a maximum day are entitled to twelve (12) days sick leave each school year of the same length regularly worked. Should a classified employee be transferred from a day of less than maximum time to one of greater maximum time to one of lesser maximum time, time shall be altered up or down. Said employee's sick leave account shall be increased or decreased in direct proportion to the ratio of time previously worked per day to time presently worked per day.

9.1.4 Classified employees hired for less than a full year (i.e., ten months) shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, until the first

1 day of the calendar month after completion of six (6) months of active
2 service with the District.

3
4 9.1.5 Upon exhaustion of all accumulated sick leave credit, a regular classified
5 employee who continues to be absent for purposes of this policy shall
6 receive extended sick leave pay for a period not to exceed one hundred
7 (100) working days. In order to qualify for extended sick leave pay, an
8 employee shall first utilize all accumulated sick leave and in no event shall
9 days of extended sick leave, when combined with sick leave credit
10 utilization, exceed one hundred (100) days in any school year. Any such
11 days of sick leave beyond those granted under the first paragraph of this
12 rule shall be compensated at 50 percent (50%) of the employee's regular
13 salary. Paid sick leave under this rule shall not include other paid leave
14 such as holidays, vacations or compensating time off to which the
15 employee may be entitled. Only one increment of differential pay shall be
16 allowed for any single and continuous absence that extends into the next
17 school year.

18
19 9.1.6 If all available sick leave is exhausted, permanent employees may opt to
20 use accrued vacation for illness or injury. Such requests must be in writing,
21 accompanied by proof of illness or injury, and submitted to the assistant
22 superintendent of Personnel Support Services or his/her designee for
23 approval.

24
25 9.1.7 Whatever the claim of disability, no day of absence shall be considered a
26 sick leave day on which employees of the District have engaged in a
27 concerted work stoppage unless the unit member provides such
28 certification as required by the Superintendent.

29
30
31 9.2 Bereavement Leave

32
33 9.2.1 Every classified employee is entitled to a leave of absence, after making
34 application, not to exceed three (3) days, or five (5) days if out-of-state
35 travel or travel in excess of 300 miles each way is required, on account of
36 the death of any member of the immediate family as defined in 9.2.2. A
37 bargaining unit employee is entitled to five (5) days of bereavement leave
38 on account of the death of his/her child or the employee's current spouse.
39 No deduction shall be made from the salary of such employee, nor shall
40 leave be deducted from leave granted by other sections of this Agreement.
41 Employee may be required to submit proof of attending the funeral. All
42 employees will be paid straight time hours on such scheduled days of work
43 for which the employee is excused.

44
45 9.2.2 Members of the immediate family mean the following relatives of the
46 employee or the spouse of the employee:

1
2 Spouse, mother, father, grandmother, grandfather, son, daughter, son-in-
3 law, daughter-in-law, grandchild, brother, or sister.

4
5 Members of the immediate family also include the following relatives of
6 the spouse of the employee or any person living in the immediate
7 household of the employee:

8
9 Mother, father, grandmother, grandfather, son, daughter, grandchild,
10 brother, or sister.

11
12 Mother and father are defined to include stepmother and stepfather,
13 biological/adoptive mother and biological/adoptive father, and court
14 appointed legal guardian.

15
16 In cases involving a long-established personal relationship between the
17 employee and an individual, bereavement leave may be granted at the
18 discretion of the assistant superintendent of Personnel Support Services or
19 his/her designee.
20

21 9.3 Leaves of Absence for Industrial Accident and Illness

22
23 9.3.1 Eligibility for Industrial Accident Leave and Industrial Illness Leave accrues
24 immediately by virtue of employment with the employer.

25 9.3.2 Allowable leave shall not be accumulative from year to year.

26
27 9.3.3 Industrial accident or illness leave will commence on the first day of
28 absence.

29 9.3.4 Payment of wages lost on any day shall not, when added to an award
30 granted the unit member under worker's compensation laws for the State,
31 exceed the normal wages for the day.

32
33 9.3.5 Industrial accident leave will be reduced by one (1) day for each day of
34 authorized absence regardless of a compensation award made pursuant to
35 worker's compensation proceedings.

36
37 9.3.6 When an industrial accident or illness occurs at a time when the full sixty
38 (60) days will overlap into the next fiscal year, the unit member shall be
39 entitled to only that amount of leave remaining at the end of the fiscal year
40 in which the injury or illness occurred.

41
42 9.3.7 When entitlement to industrial accident or illness leave has been exhausted
43 or not earned, entitlement to another sick and/or vacation leave may be
44 used. A unit member shall be entitled to use only so much of the available
45 sick and/or vacation leave, which, when added to the worker's
46 compensation award, provides for a full day's wage or salary.

1 9.3.8 During all paid leaves of absence, unit members may endorse to the District
2 the temporary disability indemnity received on account of the member's
3 industrial accident or illness. The District, in turn, shall issue the unit
4 member appropriate salary warrants for payment of the unit member's
5 salary and shall deduct normal retirement, or authorized contributions, and
6 the temporary disability indemnity, if any, actually paid to and retained by
7 the unit member for periods covered by such salary warrants.
8

9 9.4 Personal Necessity Leave

10
11 9.4.1 The Board shall provide for a unit member's absence for personal necessity
12 while charging such absence to accumulated sick leave benefits.
13

14 9.4.2 Subject to this Agreement, the Board reserves the right to specify the
15 manner of proof of personal necessity and the type of situations in which
16 such leave will be permitted.
17

18 9.4.3 The total number of days used for personal necessity leave in any school
19 year may not exceed seven (7) days.
20

21 9.4.4 When possible, request for personal necessity leave shall be made at least
22 two (2) days in advance to the principal or supervisor and forwarded to the
23 Superintendent.
24

25 9.4.5 Advance permission is not required in the following situations:
26

27 9.4.5.1 Death or serious illness of a member of the unit member's
28 immediate family. (See Bereavement Leave.)
29

30 9.4.5.2 Accident involving the person or property of the unit member or
31 the person or property of a member of the unit member's
32 immediate family.
33

34 9.4.6 "Personal Necessity" shall be strictly limited to its common and ordinary
35 meaning; to wit, circumstances which are truly unavoidable, beyond the
36 control of the unit member, and in the nature of compulsion. Leave for
37 personal convenience, civic or non-emergency reasons, or circumstances
38 created by the choice of the unit member do not constitute personal
39 necessity leave.
40

41 9.4.7 Personal necessity leave may be taken to observe religious holidays for a
42 maximum of three days annually. (Well-recognized religion in which
43 observance of tenets necessitates employee's absence).
44

45 9.4.8 A father upon the birth of his child and unit members who become parents
46 through the legal adoption will be granted, upon request, up to ten (10)

1 days personal necessity leave in addition to the days specified under Article
2 9.4.3

3
4 9.4.9 Personal necessity leave may be granted due to a death or serious illness
5 involving a special or personal relationship upon written request to the
6 Assistant Superintendent, Personnel Support Services.
7

8 9.5 Maternity Leave
9

10 9.5.1 The Board shall provide leaves of absence for any unit member of the
11 District whose absence is required by pregnancy, miscarriage, childbirth, or
12 recovery therefrom. Such absence may be requested and granted only in
13 accordance with the provisions of this Agreement applicable to sick leave
14 and uncompensated leave.
15

16 9.5.2 Notice
17

18 A unit member whose pregnancy has been verified shall report her
19 condition to her supervisor as soon thereafter as known and indicate her
20 plans if she intends to request a leave of absence other than that of
21 temporary disability (sick leave) due to pregnancy, miscarriage, childbirth,
22 or recovery there from.
23

24 9.5.3 Certification of Fitness
25

26 A pregnant unit member shall present to her supervisor a written statement
27 by her physician or the practitioner of a well-recognized church or
28 denomination of her physical capacity to perform the duties of her position
29 at the time she notifies the Board of her pregnancy and before she resumes
30 her duties following the termination of pregnancy. When, notwithstanding
31 such certification of fitness, the performance of a pregnant unit member has
32 substantially declined from the performance demonstrated by said unit
33 member at the time immediately prior to the time when notification was
34 given of the state of the pregnancy, or when the unit member has been
35 absent more than three (3) consecutive days, the unit member may then be
36 required to submit a physician's statement or statement of a practitioner of
37 a well-recognized church or denomination that she is physically fit to
38 perform the duties assigned to her. The District need not assume that the
39 unit member's statement or her physician's or practitioner's statement
40 establishes physical capacity conclusively but may require a review and
41 examination by a physician selected by the District or a practitioner of the
42 unit member's church or denomination selected by the District. Refusal to
43 submit certification of fitness as required by this provision shall be
44 considered by the Board as grounds for some form of disciplinary action.
45

46 9.5.4 Temporary Disability Leave (Sick Leave)

1
2 A pregnant unit member shall be granted temporary disability leave of
3 absence for disabilities associated with pregnancy, miscarriage, childbirth,
4 or recovery therefrom on the same basis as leave granted for any illness or
5 injury. The unit member and her physician or practitioner shall determine
6 as far in advance of the anticipated date of childbirth as is feasible the date
7 on which her pregnancy will disable her from the performance of her duties
8 and report that date to her supervisor in order that substitute services may
9 be arranged. Similarly, the unit member and her physician or practitioner
10 shall determine and report the date on which she is likely to be physically
11 capable of returning to her duties following the termination of her
12 pregnancy. In either case, the Board may verify the claim of the unit
13 member that she is disabled from the performance of her duties or capable
14 of returning to her duties in accordance with the procedure contained in
15 Section 9.1 herein.

16
17 9.5.5 Extended Leaves of Absence

18
19 A unit member, who wishes to be absent from her position before she is
20 disabled by pregnancy, miscarriage, childbirth, or recovery therefrom, or
21 beyond the termination of such disability, or both, may request such leave
22 of absence in accordance with the provisions of this Agreement applicable
23 to uncompensated leave. Such leave shall be unpaid and may be required
24 by the Board, if granted, to commence and terminate at times which will
25 least disrupt the continuity of the District's educational program.

26
27 9.6 Leave of Absence Without Pay

28
29 9.6.1 An extended leave of absence, without pay, may be granted to a
30 permanent classified employee, upon the written request of the employee
31 and approval of the Superintendent or designee, subject to the following
32 restrictions:

33
34 (a) Leave of absence, without pay, may be granted for any period not
35 exceeding one (1) year, except that leave for military service shall be
36 granted as provided by the statutes of the State of California and the
37 Military and Veterans Code, and leave for service in the Peace Corps or
38 Merchant Marine during time of national emergency may be granted for
39 a period not to exceed twenty-four (24) months, and

40
41 (b) The granting of a leave of absence without pay gives to the employee
42 the right to return to the position classification held at the time of leave at
43 the expiration of the leave, provided the employee is physically and
44 legally capable of performing the duties required.

1 9.6.2 The Board of Education may, for good cause, cancel any leave of absence
2 by giving the absent employee thirty (30) days notice.

3
4 9.6.3 An employee may make a written request to the Board of Education to
5 return to work prior to the expiration date of the leave, which may be
6 approved or rejected by the Board.

7
8 9.6.4 Failure to report for duty within five (5) working days after a leave has been
9 canceled or expires shall be considered abandonment of the position and
10 the employee may be terminated by the Board. This provision is not
11 applicable to military leave.

12
13 9.6.5 If an employee cannot be placed in a vacant position in the same class
14 upon return from leave of absence, the employee shall have bumping and
15 reemployment rights, in accordance with seniority, in the same manner as if
16 the employee had been laid off for lack of work or lack of funds on the date
17 the leave expires.

18
19 9.7 Short-term Uncompensated Leave

20
21 9.7.1 Members of the unit may request a short-term uncompensated leave of
22 absence for a period not to exceed ten (10) duty days.

23
24 9.7.2 Any unit member wishing to take short-term uncompensated leave shall
25 obtain prior approval from the principal or immediate supervisor.

26
27 9.7.3 For personal hardship or health reasons, the Superintendent may grant up
28 to thirty (30) duty days of uncompensated leave upon written request from
29 the unit member.

30
31 9.8 Judicial Leave

32
33 9.8.1 Unit members who are required to serve as jurors or to appear in court
34 pursuant to a lawful subpoena shall be entitled to leave without loss of pay,
35 except as provided for hereinafter.

36
37 9.8.2 Judicial leave, when granted pursuant to Section 9.8.1 may be granted with
38 pay up to the amount of the difference between the unit member's regular
39 earnings and the amount received for jury or witness fees. All fees
40 received by the unit member must be remitted to the District.

41
42 9.8.3 Unit members who appear in court under a subpoena must submit a copy
43 of the subpoena and/or a court verification of appearance in order to
44 receive pay under this section.

1 9.8.4 If the unit member receives fees which are in excess of regular earnings,
2 the employee shall be excused without pay.

3
4 9.8.5 In the event that a unit member is required to appear for jury duty or to
5 appear in court pursuant to a lawful subpoena, and a substitute is hired to
6 replace the unit member, such unit member shall not be required to return
7 to work for that day.

8
9 9.8.6 In the event that a unit member is required to appear for jury duty or to
10 appear in court pursuant to a lawful subpoena for a daily period of time
11 more than one half (1/2) the unit member's paid assignment and a
12 substitute is not hired to replace the unit member, such unit member shall
13 not be required to return to work for that day.

14
15 9.9 Military Leave

16
17 A unit member shall be entitled to any military leave required by law and shall retain
18 all rights and privileges granted by law.

19
20 9.10 Unauthorized Leave

21
22 Unauthorized leave is defined as non-performance of those duties and
23 responsibilities assigned by the District and its representatives including all duties
24 and responsibilities as defined by the Education Code, Policies of the Board of
25 Education, the rules and regulations of the District, and provisions of this Agreement.

26
27 9.10.1 Unauthorized leave may include, but is not limited to, refusals to provide
28 service, unauthorized use of sick leave, and unauthorized use of other
29 leave benefits.

30
31 9.10.2 An employee is deemed to be on unauthorized absence at such time and
32 on such occasions as the employee may absent him/herself from required
33 duties without prior approval of his/her principal or immediate supervisor,
34 except as provided for in this Agreement.

35
36 9.11 Compelling Reasons Leave

37
38 9.11.1 Each member of the unit shall be eligible to apply for a maximum of three
39 (3) days of Compelling Reasons Leave annually. For the first day granted
40 under this section the unit member shall receive the regular daily rate of
41 pay. For the remaining two days granted under this section, the unit
42 member shall receive one-half of the regular daily rate of pay.

43
44 9.11.2 Eligibility for this leave requires at least one workday of advance written
45 notice and approval of the principal or supervisor except in the case of an
46 emergency where prior notice would be impossible.

1
2 9.11.3 Eligibility for this leave shall be based upon instances of compelling
3 personal importance which require the unit member to be absent from the
4 work site during duty hours. Legitimate reasons for requesting the leave
5 include unavoidable legal or business transactions or matters involving the
6 unit member's household or family.
7

8 9.11.4 Under no circumstance shall the unit member be permitted to use
9 Compelling Reasons Leave for the purpose of concerted or individual work
10 slowdowns or other refusals to perform regular services or any aspect of
11 preparation relating to a work stoppage. Also, under no circumstance shall
12 Compelling Reasons Leave be granted for recreational purposes or for the
13 purpose of extending a holiday or vacation.
14

15 9.11.5 All requests for Compelling Reasons Leave shall be subject to a review by
16 the principal or immediate supervisor to determine compliance with the
17 eligibility requirements set forth in this section.
18

19 9.12 Release Time for Promotional Examinations
20

21 When promotional examinations are scheduled during a unit member's working
22 hours, permanent unit members shall be permitted to take such promotional
23 examinations during working hours, if necessary, without loss of pay or benefits.
24

25 9.13 Personal Reasons Leave
26

27 If a member of the unit with a five-hour or more daily assignment finds it necessary to
28 be absent for personal reasons, he/she may secure time off by applying to the
29 immediate supervisor if he/she desires to be absent for a period of time of three (3)
30 hours or less. Such leave is without loss of salary and is granted only when a valid
31 reason for the absence exists. The reason for the leave must be based upon
32 unavoidable personal reasons which cannot be scheduled during non-duty hours.
33 Frequent requests for such absences are to be avoided. Such leave may be
34 approved only when the supervisor is certain the unit member's duty assignment can
35 be adequately covered without the employment of a substitute.
36
37
38
39
40

41 9.14 Family Leave Care
42

43 9.14.1 A unit member who has been employed one year as a regular classified
44 employee of the District and who has worked at least 1250 hours in the
45 previous twelve (12) month period of employment with the District shall be

1 eligible for family care leave for up to twelve (12) work weeks within a
2 twelve (12) month period.

3
4 9.14.2 Family Care Leave means leave for reason of the birth or adoption of the
5 employee's child, or placement of foster child with the employee; leave to
6 care for seriously ill child, spouse or parent; leave for the employee's own
7 serious health condition.

8
9 9.14.3 When applicable, the District may require that a unit member's request for
10 family care leave be supported by a certification issued by a health care
11 provider of the individual requiring leave.

12
13 9.14.4 Unit members granted family care leave must utilize all available leave and
14 vacation benefits during the period of leave. Following the exhaustion of all
15 paid leave and vacation benefits the unit member shall be placed on unpaid
16 status for the remainder of the family care leave. For purposes of this
17 section "available paid leave" means leave for which the employee meets
18 the District's usual requirements for the use of such leave.

19
20 9.14.5 Group health plan coverage and premium payments shall be maintained on
21 the same basis as if the employee were in paid status.

22
23 9.14.6 The District may recover from the unit member the cost of group health
24 plan premium payments paid by the District during periods of unpaid family
25 care leave if the unit member fails to return to work after the expiration of
26 the leave.

27
28 9.15 Donation Of Sick Leave For Catastrophic Illness

29
30 9.15.1 Sick Leave Bank. The District shall establish a catastrophic illness sick
31 leave bank to which eligible unit members may donate earned and unused
32 sick leave. This donation shall be irrevocable and shall be accomplished by
33 the unit member completing a written form entitled "Catastrophic Illness
34 Sick Leave Bank Donation Form." The form shall clearly state that the sick
35 leave days being donated are irrevocably given to the catastrophic illness
36 leave bank, and cannot be rescinded for any reason whatsoever. A
37 donation to the catastrophic illness leave bank shall be a general donation,
38 and shall not be donated to a specific employee for his or her exclusive
39 use.

40 9.15.2 "Catastrophic illness" is defined to mean an illness or injury that is expected
41 to incapacitate an employee or a member of his or her family, for an
42 extended period of time, and which requires the employee to take time off
43 from work for an extended period of time, and taking an extended period of
44 time off work creates a financial hardship for the employee because he or
45 she has exhausted all of his or her sick leave and other paid leave.

1 Members of the employee's family means the following relatives of the
2 employee: spouse, son, daughter, son-in-law, daughter-in-law, grandchild.
3

4 In cases involving a long-established personal relationship between the
5 employee and an individual, a request may be granted at the discretion of
6 the Assistant Superintendent of Personnel Support Services or his/her
7 designee.
8

9 9.15.3 Qualifications to make donations: A unit member must meet the following
10 qualifications in order to make an irrevocable donation to the catastrophic
11 illness leave bank.
12

13 (a) The unit member must be a permanent classified employee of the
14 District.
15

16 (b) The unit member must have an accumulated sick leave balance of at
17 least ten (10) days at the conclusion of the school year immediately
18 preceding.
19

20 9.15.4 Amount of Donation: An eligible unit member must donate a minimum of
21 eight (8) hours of sick leave to the bank. A unit member may not donate
22 more than forty (40) hours of accumulated sick leave in any one school
23 year.
24

25 9.15.5 All references in this procedure to hours of donations or utilization are
26 based upon full time employment. Hours of donations or utilization for part
27 time employees shall be credited or used on a pro-rata basis.
28

29 9.15.6 Maximum number of hours in sick leave bank. The maximum number of
30 hours which may be accumulated in the sick leave bank is 4000 hours.
31

32 9.15.7 Qualifications of Recipient
33

34 (a) Any permanent unit member who is, or whose family member is
35 suffering from a catastrophic illness is eligible to apply for use of sick
36 leave days in the catastrophic illness leave bank.
37

38 (b) To be eligible for use of sick leave bank days, the unit member must
39 have exhausted all accrued paid leave credits, including all days of
40 partial pay sick leave, vacation and other forms of paid leave.
41

42 (c) A unit member must use all paid leave credits that he or she continues
43 to accrue on a monthly basis before receiving sick leave hours which
44 have been donated to the catastrophic illness leave bank.
45

1 (d) The maximum number of hours to be utilized by one unit member for a
2 single catastrophic illness shall not exceed 400 hours or 50 percent of
3 the total available leave bank, whichever is less.
4

5 (e) Any unit member requesting use of sick leave hours in the catastrophic
6 illness leave bank must provide the Governing Committee with written
7 verification of the catastrophic illness. Such verification must be
8 prepared in writing by a licensed physician of the State of California.
9 The Governing Committee may require the unit member or family
10 member who is incapacitated to undergo an examination by a physician
11 selected by the District, at the District's expense, to verify the injury or
12 illness, the degree of disability, and the anticipated length of disability.
13

14 9.15.8 Procedure
15

16 (a) Annual solicitation by CSEA. Contributions for the catastrophic illness
17 leave bank shall be solicited by CSEA during the month of November
18 each school year. The District shall prepare all forms which are to be
19 used by CSEA for purposes of solicitation. All donation forms must be
20 received by the Payroll Office of the District no later than the last
21 working day in December of each school year.
22

23 (b) All requests for use of accumulated sick leave hours in the catastrophic
24 illness bank shall be presented in writing to the District, which will
25 forward that request to the Governing Committee. The District shall
26 provide the unit member with a copy of this contract provision. It shall
27 be the responsibility of the unit member to satisfy all conditions of
28 eligibility.
29

30 9.15.9 Governing Committee

31 The Governing Committee shall be composed of five members:
32

- 33 1. Three units members appointed by CSEA.
- 34 2. Two administrators.
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The duties of the Governing Committee shall include the following:

1. To approve requests for withdrawal from the sick leave bank.
2. To make any additionally necessary governing decisions relative to the operation of the sick bank.

Governing decisions will be made by consensus, where possible. Where a consensus decision cannot be reached, the governing decisions will be made on the basis of a majority vote; four votes will constitute a majority.

9.15.10 CSEA shall hold the District harmless and indemnify the District from any and all claims, attorneys' fees, judgments, costs or settlements arising from the administration of this section.

9.15.11 The Governing Committee's decision to deny a unit member's request for donated catastrophic illness leave is final and not subject to the grievance procedure.

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ARTICLE 10

TRANSFER PROCEDURES

- 10.1 A transfer is defined as an employee-initiated movement from one work site to another within the same classification, or, to a related classification in the same job family at the same salary range, or, to a lower, related, classification in the same job family and for which the unit member meets the minimum qualifications of the District.
- 10.2 Each permanent unit member shall have the opportunity to request a transfer. The District shall utilize procedures for the handling of transfer requests. Such procedures shall include the use of a transfer request form, which has been filed with the Personnel Commission. Such requests shall be operative for not more than one (1) calendar year (January to December) and must be resubmitted annually.
- 10.3 Outside applicants will be employed for positions only after District employees who have filed transfer requests have been considered for transfer. The following criteria shall be considered in determining transfer:
- (a) The needs and efficient operation of the District as determined by the Superintendent or designee.
 - (b) The recommendation of the current administrator or supervisor.
 - (c) The recommendation of the administrator or supervisor where the vacancy exists.
 - (d) Evaluations and other records of job performance.
 - (e) Recent training and/or experience relevant to the vacancy.
 - (f) Seniority within the classification.
- 10.4 Reassignment is defined as a District-initiated change of employee work location. The District reserves the right to assign and reassign employees consistent with District needs.
- 10.5 Involuntary Reassignment: An involuntary reassignment may be requested by the unit member's principal or department head when he/she deems a reassignment would be in the best interests of the unit member or the District. Before any request for an involuntary reassignment is acted upon, the unit member shall be given at least ten (10) calendar days written notice prior to the start of the school year and fourteen (14) calendar days during the school year by the principal or department head that an involuntary reassignment is being recommended and the reasons therefore. Upon request, an opportunity will be provided for the unit member to meet with appropriate division administrator or the Assistant Superintendent for Personnel Support Services to discuss the proposed reassignment. Involuntary reassignments shall not be arbitrary or capricious.

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ARTICLE 11

EVALUATION PROCEDURES

- 11.1 The District shall establish and maintain a continuing program of employee performance evaluation. The program shall include provisions for preparation of written evaluations and a means of making the results of such evaluations known to the employee.
- 11.2 Performance evaluations for all probationary employees shall be submitted to the Personnel Department twice during the period of probationary employment, normally during the second and fifth months of service, and will be completed by the employee's designated evaluator.
- 11.3 Performance evaluations for permanent employees shall be submitted to the Personnel Department at least once during the school year. However, performance evaluations for permanent employees who have completed service on Step 5 of the salary schedule shall be submitted to the Personnel Department at least once every other school year.
- 11.4 Unscheduled evaluations may be made of any employee at any time when such evaluation is deemed appropriate by the immediate supervisor or evaluator. Such unscheduled performance evaluations may be made when an employee's job performance has deteriorated since the last regularly scheduled performance evaluation.
- 11.5 Unsatisfactory work performance or any violation of District regulations or Board Policy shall be brought to the attention of the employee in a timely manner. Areas of serious concern shall be described in a written memorandum from the supervisor to the employee.
- 11.6 Reclassified employees shall be evaluated twice during their probationary period in their new classification, normally during the second (2) and fifth (5) months of service.
- 11.7 Upon request, a unit member shall be provided with a copy of his/her current job description.
- 11.8 Procedures to be followed:
- 11.8.1 An important part of each performance evaluation is the establishment of job targets (goals and objectives) for the coming evaluation period. Monitoring or "feedback" systems, if any, are to be discussed at this time.

1 11.8.2 During the evaluation period, both the employee and the evaluator will take
2 an active role in assessing the progress achieved in meeting the
3 established job targets (goals and objectives). Periodic conferences should
4 be held where necessary. Special importance should be placed upon the
5 evaluator's responsibility to inform the employee of problem areas in his/her
6 performance. If necessary, "performance counseling" procedures
7 described in the "Guide to Classified Employee Performance Evaluation"
8 should be implemented.
9

10 11.8.3 At the end of each evaluation period, a performance evaluation report shall
11 be made by the appropriate evaluator and discussed in conference with the
12 employee. Upon initial presentation of the evaluation document, the
13 employee has the option of continuing the conference or postponing the
14 conference up to two (2) working days pending review of the evaluation
15 document by the employee.
16

17 11.8.4 Evaluation forms shall be signed by both the supervisor and the unit
18 member being evaluated. The signing of the evaluation form may not
19 necessarily mean the unit member is in agreement with the evaluation but
20 shall signify that he/she has reviewed the evaluation and received a copy.
21 One copy of the evaluation shall be retained by the unit member and one
22 copy shall be retained by the supervisor. Also, one copy shall be sent to
23 the Personnel Department for inclusion in the unit member's permanent file.
24

25 11.8.5 Step increments may be denied with a summary evaluation that is less than
26 a "meets standards" rating.
27

28 If step increment is to be denied, a written warning must be provided along
29 with an evaluation at least 60 days but not more than 120 days prior to
30 scheduled step increase.
31

32 Advances to the next higher step in the salary range may be allowed for
33 employees with less than "meets standards" ratings upon recommendation
34 of the principal/department head and approval of the Superintendent.
35

36 11.8.6 Each evaluation shall reflect the judgment and review of the evaluator. Any
37 category evaluated as "Does Not Meet Standards" shall include written
38 recommendations for correction unless the District intends to commence
39 dismissal proceedings.
40

41 11.9 Appeals of Evaluations

42

43 11.9.1 Where the employee disagrees in part, or totally, with an evaluation report,
44 he/she shall have the right to submit a written, signed rebuttal to the report
45 which shall be attached to the evaluation report and included in the
46 employee's permanent personnel file.

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11.9.2 Any unresolved disagreement or dispute arising from an unsatisfactory performance evaluation report may be referred to the Assistant Superintendent/Personnel.

11.10 A commendation of work performance for any employee may be prepared at any time by his or her supervisor. Commendation reports shall be used for recording formal commendations for outstanding performance.

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ARTICLE 12

GRIEVANCE PROCEDURES

12.1 Purpose

The purpose of this Article is to provide a procedure for the processing of grievances pertaining to a dispute which is defined in Section 12.2.1.

12.2 Definitions

12.2.1 A "grievance" is a claim by an employee of an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement, which personally and adversely affects the employee. Other employer/employee relation matters are not within the scope of this procedure.

12.2.2 An "employee" is a classified person employed by the Poway Unified School District who is covered by the terms of this Agreement.

12.2.3 A "working day" is one of the days during which the District Office is open for business.

12.2.4 "Supervisor" is the administrator having immediate jurisdiction over the matter which gave rise to the grievance.

12.2.5 A "grievant" is an employee and/or CSEA alleging a violation, misinterpretation, or misapplication of the express terms of the Agreement.

12.2.6 A "multiple grievance" is an identical grievance filed by more than one (1) grievant at the same time. By mutual consent of the members of the entire group and the District, the parties may agree to process these grievances as a single grievance. However, no more than two (2) members of the group shall represent the group.

12.2.7 A "party in interest" is an employee who might be required to take action, or against whom action might be taken in order to resolve a grievance.

12.2.8 A "representative" for purposes of employee representation, is a steward, CSEA staff representative, or legal counsel approved by CSEA in writing, selected by the grievant to assist him/her in presenting and processing his/her grievance.

12.3 Level I - Informal Resolution

1
2 12.3.1 The employee shall meet with his/her supervisor to discuss the potential
3 grievance in an attempt to resolve it informally. The grievant has the right
4 to a representative at the informal level. If the potential grievance is not
5 resolved at this level, the employee may proceed to Level II.
6

7 12.3.2 Every attempt will be made to resolve a grievance at the lowest level
8 possible.
9

10 12.4 Level II - Formal Written Procedures
11

12 12.4.1 An employee must initiate a formal grievance by filing a completed
13 grievance form with his/her supervisor within twenty-five (25) workdays of
14 the event giving rise to the grievance, or within twenty-five (25) workdays of
15 when the employee could reasonably have known of the event. Upon
16 request, a grievance form shall be provided by the District. Relevant
17 information obtained during Level I may be inserted.
18

19 Information copies shall be sent to the Assistant Superintendent, Personnel
20 Support Services. Information shall include:
21

22 (a) A description of the specific grounds of the grievance, including names,
23 dates and places necessary for a complete understanding of the
24 grievance.
25

26 (b) A listing of the provisions of this Agreement which are alleged to have
27 been violated, misinterpreted, or misapplied.
28

29 (c) A listing of specific actions requested of the school district which will
30 remedy the grievance.
31

32 (d) A request for a conference with the supervisor or his/her designated
33 representative, if desired.
34

35 If the supervisor desires, he/she may request a conference with the
36 grievant. If either the grievant or the supervisor requests a conference at
37 Level II above, the request must be granted. The grievant, the party in
38 interest, if any, and the supervisor may request the presence of a
39 representative at any conference contemplated by this subsection (12.4.1).
40

41 12.4.2 If requested by either party, a conference will be held within ten (10)
42 working days after receipt of the written grievance. The grievant, the party
43 in interest, if any, and the supervisor may each request the presence of a
44 representative at any conference.
45

1 12.4.3 The supervisor or his/her representative shall render a written decision to
2 the employee within ten (10) working days after the conference with the
3 grievant. If no conference is requested, a written decision will be rendered
4 within fifteen (15) days after receipt of the written grievance. Information
5 copies of the decision shall be sent by the supervisor to the Assistant
6 Superintendent, Personnel Support Services.
7

8 12.5 Level III - Appeal to the Assistant Superintendent, Personnel
9 Support Services

10
11 12.5.1 Should the proposed resolution at Level II be unsatisfactory, the grievant
12 may, within ten (10) working days after receiving the written response from
13 the immediate supervisor, appeal the decision to the Assistant
14 Superintendent, Personnel Support Services by forwarding the original
15 grievance form, which shall include the following information:
16

- 17 (a) The violation, misinterpretation, or misapplication of the agreement.
- 18 (b) The adverse effects upon the grievant.
- 19 (c) The specific remedy sought.
- 20 (d) The specific reasons why the resolution proposed by the supervisor is
- 21 unsatisfactory.
- 22 (e) And the Level II response.

23
24 12.5.2 The Assistant Superintendent, Personnel Support Services, upon receiving
25 a filed grievance, will investigate the situation and prepare a proposed
26 resolution within ten (10) working days. This proposed resolution will be in
27 writing and a copy will be sent to the grievant and the supervisor involved.
28

29 12.5.3 Either party can request the services of a mediator from the State Mediation
30 Services to attempt to resolve the grievance prior to submission to Level IV
31 of the Grievance Procedure. While the mediator shall not have the
32 authority to impose a settlement on the parties, the mediator shall produce
33 a written report of findings upon the request of either party.

34 12.6 Level IV - Appeal to the Board of Education
35

36 12.6.1 Should the grievant believe that the resolution prepared by the Assistant
37 Superintendent, Personnel Support Services fails to alleviate the alleged
38 contract violation or misapplication, the grievant may appeal to the Board of
39 Education within ten (10) working days after receiving the Assistant
40 Superintendent, Personnel Support Services' decision. This appeal must
41 be filed with the Secretary to the Board of Education and placed on the
42 agenda. The grievant shall forward the original grievance form which shall
43 include the following information:
44

- 45 (a) The violation, misapplication or misinterpretation of the contract.
- 46 (b) The adverse effect upon the grievant.

- (c) The specific remedy sought.
- (d) The specific reason why the resolution proposed by the Assistant Superintendent, Personnel Support Services is unsatisfactory.
- (e) And the Level III Response.

12.6.2 The Board of Education will review the case at a Board meeting after the item has been placed on the agenda. By mutual agreement, the hearing may be held in open session. The Board's decision is final.

12.7 Representation

12.7.1 At any step in this procedure, the grievant may be heard personally or may be represented.

12.7.2 The person against whom the grievance is filed, and all parties interested, may be represented by no more than two (2) persons of their choice at any one conference.

12.7.3 Designation of the grievant's representative and/or organization shall be in writing. The designation shall be filed on the grievance form at Level II.

12.8 General Provisions

12.8.1 An employee who wishes to have a grievance heard under this procedure must initiate action within twenty-five (25) working days of the time he/she had knowledge of the act or omission giving rise to the grievance, or within twenty-five (25) workdays of when the employee could reasonably have known of the event.

12.8.2 Time allowances set forth in this grievance procedure may be extended by mutual consent of the grievant and the District.

12.8.3 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step. If a decision is not given to the aggrieved party within the time limit, an appeal may be taken to the next level.

12.8.4 All grievances must begin at the lowest level at which resolution is possible and may be terminated at any level by the complainant's written or oral statement.

12.8.5 The failure of the grievant to respond to reasonable conference opportunities within the time line specified herein shall terminate the grievance.

12.8.6 By mutual consent of both parties, steps in this procedure may be omitted.

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12.8.7 The employer shall not agree to the resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

12.8.8 If an employee leaves the unit before a decision is reached concerning a grievance which is applicable to that employee and no compensation issue is involved, the grievance shall be terminated.

12.8.9 A grievant may withdraw a grievance at any time.

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ARTICLE 13

SAFETY CONDITIONS OF EMPLOYMENT

- 13.1 The District shall comply with the provisions of the Occupational Safety and Health Act, as amended, and regulations relating thereto.
- 13.2 The Superintendent shall be responsible for the promulgation of safety rules for all unit members and shall appoint a district safety officer to oversee the conditions of the District facilities.
- 13.3 A unit member who becomes aware of a possible hazard to safety within a school building or on the school premises shall inform the building principal or supervisor who shall investigate the possible hazard and recommend appropriate action. No reprisal shall be taken against any unit member who has reported a possible safety hazard.
- 13.4 A designated CSEA representative and the site administrator or supervisor may jointly investigate any alleged safety problem in an attempt to arrive at a mutually satisfactory remedy, providing that the employee has first brought the alleged safety problem to the attention of the supervisor.
- 13.5 If the employee believes a safety problem continues to exist after determination has been made by the site administrator or supervisor that the condition has been remedied, the District shall review the situation with a CSEA representative.
- 13.6 The provisions of this Article shall not be subject to the Grievance Procedure. Following completion of the requirements of this article, the employee may at his/her option file a complaint of an alleged safety violation with the appropriate state and/or federal agency responsible for employee safety administration and protection.

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ARTICLE 14

WAGES

14.1 Longevity

The employer agrees to pay a longevity increment to each employee covered by this Agreement, based on the current salary schedule step.

(a) A total of 2 1/2 percent after ten (10) years with the employer;

(b) A total of 5 percent after fifteen (15) years with the employer;

(c) A total of 7 1/2 percent after twenty (20) years with the employer.

(d) A total of 10 percent after twenty-five (25) years with the employer.

14.2 Longevity increments shall be paid effective on the employee's annual anniversary date of employment with the District.

14.3 Increase Following Promotion

An employee who is promoted to a classification allocated to a range with a higher maximum salary shall be placed on the step of that range which most closely approximates 8 percent in amount above the employee's salary prior to promotion exclusive of special pay additives.

14.4 Night Differential

14.4.1 A night differential of 5 percent is established to compensate for all shifts that have 50 percent or more work between the hours of 5:00 p.m. and 8:00 a.m.

14.4.2 It is understood that anyone receiving time and one-half (1-1/2) from his/her regularly scheduled working hours will not be compensated for the night differential percentage.

14.4.3 In addition, any regularly scheduled employee whose job performance constitutes more than 50 percent (50%) of his/her time between the hours of 5:00 p.m. and 8:00 a.m. in a regular month will be compensated with a night differential.

14.5 Range Increases

The Board may increase the salary range for any classification in the unit after affording CSEA an opportunity to meet and negotiate.

1 14.6 Salary Schedules
2

3 14.6.1 Unit members shall be compensated in accordance with the current salary
4 schedules (PERS and Non-PERS). A 5% increase shall be effective July 1,
5 2006. Of this increase, .4% will be used to fund the Health Retirement
6 Benefit effective 07/01/06. This will amount to a total increase of 4.6% on
7 the salary schedule. If any another bargaining unit receives additional
8 salary cost of living increase for the 2006/2007 school year in excess of 5
9 percent, either party may reopen negotiations on Article 14 – Wages for the
10 2006/07 school year.

11
12 14.6.2 Conditions Relating to PERS Pay Conversion
13

14 14.6.2.1 The District contribution toward any increase in the current
15 statutory PERS contribution rate (gross monthly salary - \$133.33
16 x .07) or (gross monthly salary less than \$400.00 x .6667 x .07)
17 shall not be automatically adjusted upward unless mutually
18 agreed to by the parties.

19
20 14.6.2.2 Salary Comparability/Cost Studies. Since the District's PERS
21 contribution is made in lieu of a salary increase, both parties
22 agree that future calculations of the cost of a 1 percent increase
23 of the appropriate salary schedules shall include District PERS
24 contribution costs. Further, it is expressly agreed that the District
25 PERS contribution costs shall be included in any salary
26 comparability study conducted by the parties to this agreement or
27 the Personnel Commission of the District.
28

29 14.6.2.3 The Association shall defend and hold the District harmless and
30 shall provide full indemnification against any claim by a unit
31 member or on behalf of a unit member arising out of the
32 implementation of the PERS Pay Conversion.
33

34 14.7 Overtime
35

36 14.7.1 Overtime is defined as all directed work by a unit member in a paid status,
37 in excess of eight (8) hours per day worked either before or after the regular
38 assigned shift and in excess of forty (40) hours per workweek.
39

40 14.7.2 Compensation for overtime work shall be at the rate of one and one-half
41 (1-1/2) times the unit member's regular hourly rate. For full time employees
42 time and one-half (1-1/2) will be paid for all hours worked on the sixth
43 consecutive day and double time will be paid for all hours worked on the
44 seventh consecutive day.
45

1 Employees having an average workday of four hours or more during the
2 workweek shall receive one and one-half (1 1/2) the employee's hourly rate
3 of pay for all hours of work assigned on the sixth or seventh consecutive
4 day following the commencement of the workweek.
5

6 14.7.3 When employees are required to work on a regularly scheduled day off,
7 they shall receive time and one-half (1-1/2) the regular rate of pay and be
8 guaranteed two (2) hours of pay.
9

10 14.7.4 Employees who are required to work on a holiday shall receive regular pay
11 for the holiday plus time and one-half (1-1/2) for hours worked during the
12 holiday and are guaranteed a minimum of three (3) hours of pay.
13

14 14.7.5 Compensatory time off may be substituted for overtime pay upon the
15 request of the employee and the approval of the employer. Such time off to
16 be computed at the rate of one and one-half (1-1/2) times the number of
17 hours worked as overtime.
18

19 14.7.6 Such compensatory time off shall be granted within twelve (12) calendar
20 months following the month in which the overtime was worked and without
21 impairing the services rendered by the District. Unit Members may use
22 earned compensatory time in lieu of vacation time during the district recess
23 days stated in 7.1.3.
24

25 14.7.7 Unit Members shall submit a copy of their signed Compensatory Log for
26 payment of unused compensatory hours when changing locations or for
27 unused compensatory time accumulated at the 13th month.
28

29 14.8 Overnight Assignment

30
31 The following procedure will be used when the District determines that a unit member
32 is needed to provide services to a special needs student on an overnight assignment.
33

34 14.8.1 Selection process/assignment

35
36 The selection process will not advance to another level if there is at least
37 one qualified volunteer at the current level. When there are two or more
38 volunteers within one level the senior employee will be given first
39 consideration when all things are equal.
40

41 (a) The current employee assigned to the special needs student will be
42 given first choice to attend.
43

44 (b) Permanent employee at site in same classification and overall
45 satisfactory evaluation (meets standards) and not one-on-one
46 assignment.

1
2 (c) Permanent employee at site on eligibility list with overall satisfactory
3 evaluation (meets standards) and not one-on-one.

- 4
5 • Permanent special education assistant employee at site with
6 overall satisfactory evaluation (meets standards) and not one-on-
7 one.

8
9 (d) Permanent employee in same classification with overall satisfactory
10 (meets standards) at another site and not one-on-one.

11
12 (e) District choice.

13
14 Selection within level 1 – 4 will be based upon the following:

- 15
16 (a) Willingness to fulfill assignment responsibilities (duration, overnight).
17
18 (b) Gender appropriate
19
20 (c) Meet physical demands and/or medical needs of student.
21
22 (d) No work restrictions that adversely impact ability to provide service to
23 student.
24
25 (e) Factors or experience specific to the needs of the student or
26 assignment.

27
28 When two or more volunteers within a level are equally qualified the most
29 senior employee will be given first consideration.

30
31 If the current employee will not or cannot assume the assignment he/she
32 may be reassigned for the period of the assignment to cover the absence
33 of the person from the same or another site covering the assignment.

34
35 14.8.2 Compensation- Employees will be compensated for 8 hours at their
36 regular rate of pay and will receive a stipend of \$50.00 per day.
37 Necessary expenses for food and lodging will be provided by the
38 employer.

39
40 14.9 Call Back

41
42 When a unit member is required to return to work after having left his/her regular duty
43 station following the completion of a regular workday/work shift/workweek, the
44 employee shall be paid for a minimum of three (3) hours at the appropriate rate of
45 pay without regard to the length of time worked. Overtime pay is subject to the
46 provisions of Section 14.7.

1
2 14.10 Call In Time
3

4 Any unit member called in to work on a day when he/she is not scheduled to work
5 shall receive not less than three (3) hours of pay at the appropriate rate.
6

7 14.11 Expense Reimbursement
8

9 Unit members who incur travel expenses, including food and lodging expenses, due
10 to a work assignment away from the District shall receive reimbursement in
11 accordance with District operating procedures. (Submission of form entitled
12 "Conference/Meeting Attendance Request and Expense Claim".)
13

14 14.12 Mileage
15

16 Any unit member required to use his/her vehicle on District business shall be
17 reimbursed at the Board-adopted rate per mile for all actual miles driven on behalf of
18 the District. Unit members required by the District to use some form of public
19 transportation in lieu of a personal vehicle shall be reimbursed for the actual
20 expenses incurred.
21

22
23 Employees required to travel to more than one site to complete a single assignment
24 on the same day shall be reimbursed for mileage at the Board approved rate and
25 shall be in paid status during the period of required travel. Neither an employee's
26 break nor lunch period shall be allocated as travel time.
27

28 14.13 Working Out of Classification
29

30 If a unit member is assigned to work in a higher classification for more than five (5)
31 working days within a fifteen (15) calendar day period, the unit member will receive
32 an upward salary adjustment for the entire period.
33

34 The salary adjustment shall be determined by placement of the unit member on the
35 step of the range which most closely approximates an 8 percent increase in the unit
36 member's salary. However, the maximum adjustment shall be Step 5 of the salary
37 schedule.
38

39 14.14 Pay Options
40

41 Unit members with a work year of nine and one-half (9 1/2) or ten (10) months, will
42 have the option to receive twelve (12) equal pay warrants.
43

44 14.15 Unit members who are required to attend license or certification classes as a
45 condition of continued employment, i.e. CPR, shall receive compensation in
46 accordance with the Fair Labor Standards Act. A unit member shall not be

1 compensated under this section if the District offers the license or certification class
2 and the unit member elects not to attend. CPR and First Aid shall be offered twice
3 during the school year.
4

5 14.16 Campus Security Supervisors and Lifeguards who are required to work out of doors
6 in inclement weather shall be provided a hooded raincoat.
7

8 14.17 Error in Salary
9

10 Whenever it is determined that an error has been made in the calculation or reporting
11 in any unit member's payroll or in any unit member's salary the District shall, within
12 five (5) workdays following such determination, provide the unit member with a
13 statement of the correction and a supplemental payment drawn on any available
14 funds.
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ARTICLE 15

LAYOFF AND REEMPLOYMENT

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15.1 Definitions

15.1.1 Regular Classified Employee: A classified employee who is either a permanent or probationary employee serving in a position which has been approved by the Board as a permanent position.

15.1.2 Classification: The official District title given to a class of positions and appearing on the official District class description.

15.1.3 Termination: Separation from District employment by resignation, retirement, discharge, death, abandonment of position, layoff, or failure to accept reassignment.

15.1.4 Length of Service: Refers to the period of service as a regular classified employee within one or more classifications.

15.1.5 Seniority: Shall be determined based upon initial hire date in regular classified employee status.

15.1.6 Seniority Within a Classification: Total length of service since the last appointment as a regular classified employee to the classification. All service in the classification plus higher classifications shall count as seniority in the classification.

15.1.7 Seniority Accrual: Seniority shall be accumulated during absences resulting from paid leaves of absence until such time as the employee is terminated from his/her employment with the District.

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15.2 Decision to Lay Off

Whenever it becomes necessary to reduce hours or lay off employees for lack of work or lack of funds, the procedure shall be as delineated in this Article. The decision to lay off or reduce hours is solely that of the Board and shall not be bargainable or grievable.

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15.3 Timing of Layoffs and Reductions in Hours

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Employees to be laid off or reduced in hours shall be given written notice of layoff or reduction in hours not less than thirty (30) calendar days prior to the effective day of layoff or reduction in hours. Nothing herein provided shall preclude a layoff or reduction in hours for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff or reduction in hours resulting from

1 causes not foreseeable or preventable by the Board, without the notice required in
2 this article.

3
4 15.4 Order of Layoff

5
6 Employees shall be laid off by classification according to their status in the following
7 order: first, probationary; second, permanent. In the case of permanent and
8 probationary employees, classification seniority will be the determining factor. In the
9 event of a tie, the employee with less District seniority shall be laid off. If a tie still
10 exists, the employees affected shall draw lots to break the tie. The last appointed
11 regular employee in any given classification shall be laid off first. All service in the
12 classification plus higher classifications shall count as seniority in the classification.
13 (Service in temporary or restricted status shall not count toward seniority.) Regular
14 classified employees on layoff retain classification seniority and District seniority up
15 to thirty-nine (39) months.

16
17 15.5 Displacement Rights

18
19 Regular classified employees in positions which have been eliminated or reduced in
20 hours shall have the right to displace the least senior employee in their classification
21 whose assignment most closely approximates their own hours per day and days per
22 work year. If there is no least senior employee in the same classification employees
23 may displace the least senior employee in the next lower classification in which they
24 have served as either a probationary or permanent employee and have greater
25 classification seniority than the least senior employees.

26
27 In the event of an employee having the option of exercising their displacement rights,
28 the following displacement procedure will clarify the language in 15.5 and be applied
29 as the displacement procedure. The steps will be taken in numerical order.

- 30
31 1. An employee whose position is eliminated or reduced shall first be placed in a
32 vacant position with an equal assignment in the same classification when
33 compared with the employee's current position.
34
35 2. If the previous option is unavailable, the employee shall be placed in a vacant
36 position that has additional assigned time in the same classification when
37 compared with the employee's current position.
38
39 3. If the previous option is unavailable, the employee shall have the right to displace
40 the least senior employee in the same classification whose assignment is equal in
41 hours per day and days per work year.
42
43 4. If the previous option is unavailable, the employee shall have the right to displace
44 the least senior of the less senior employees in their classification whose
45 assignment most closely approximates the employee's own hours per day and
46 days per work year. This assignment may hold more hours or fewer hours than

1 the employee's current position. If there are two positions in option 4 above,
2 whose hours equally approximate the employee's current position, one with more
3 hours and one with less, the employee will have the right to the position held by
4 the least senior employee regardless of the number of hours of the position.
5

- 6 5. If the previous option results in the elimination of the employee's current Health
7 and Welfare benefits, as an alternative, the employee shall also have the option of
8 bumping into an equal or lower classification, which they previously held as a
9 classified employee, for the purpose of non-elimination of Health and Welfare
10 benefits. The employee will repeat the sequence of options 1-4, outlined in this
11 rule for equal or lower classification.
12

13 15.6 Reemployment

14
15 15.6.1 Regular classified employees who are laid off shall be placed on the
16 reemployment list in order of their classification seniority which shall be in
17 reverse order of layoff. This reemployment list shall supersede the existing
18 promotional and open eligible lists for the classification and shall remain in
19 force for a period of thirty-nine (39) months from effective date of layoff. An
20 employee who accepts a reassignment involving loss of salary in lieu of
21 layoff shall remain on the reemployment list for an additional twenty-four
22 (24) months.
23

24 15.6.2 A permanent employee who elects to retire in lieu of layoff, accepts a
25 voluntary demotion, or accepts a reduction in time shall be placed on the
26 reemployment list in accordance with Section 15.6.1 of this Article.
27

28 15.7 Notification of Reemployment

29
30 An employee who is laid off and becomes eligible for re-employment shall be notified
31 by certified mail addressed to the last known address on file with the Personnel
32 Department. Such employees shall have four (4) working days from receipt of notice
33 to respond to the offer of reemployment. Should the notice of reemployment be
34 undeliverable or the noticed employee not accept the offer of reemployment, the
35 employee's name shall be removed from the reemployment list and it shall be
36 presumed that the employee shall have exhausted his/her reemployment rights.
37 Upon acceptance of reemployment, the employee shall have five (5) workdays to
38 report for work unless the District agrees to an extension of the reporting date. Such
39 extension shall be solely at the discretion of the District.
40

1 15.8 Miscellaneous Provisions

2
3 15.8.1 Demotion in Lieu of Layoff

4
5 A regular classified employee who is demoted in lieu of layoff has the same
6 reemployment rights in the employee's higher classification as an employee
7 who is laid off from the same classification.
8

9 15.8.2 Other Provisions

10
11 15.8.2.1 Employees who are laid off may apply for substitute and limited
12 term work in any classification for which they meet the
13 qualifications.
14

15 15.8.2.2 Employees on reemployment lists shall be eligible to apply for
16 promotional examinations for which they can qualify.
17

18 15.8.2.3 No limited term or substitute employees shall be employed in
19 vacant positions from which regular classified employees are
20 currently laid off until exhaustion of the reemployment list for that
21 position. It is provided, however, substitute employees may serve
22 in a vacant position pending responses from the reemployment
23 list.
24

25 15.8.2.4 A laid-off employee who is reemployed within thirty-nine (39)
26 months after his/her last day of paid service shall have restored to
27 him/her all of the rights and benefits (including previously
28 accumulated sick leave) pertaining to regular classified
29 employees in the class to which he/she is reemployed.
30

31 15.9 Benefits

32
33 15.9.1 For those regular employees laid off, all earned and unused vacation shall
34 be paid in the final salary warrant due the employee.
35

36 15.9.2 Any employee who is subject to layoff who has been receiving health and
37 welfare benefits shall receive health and welfare benefits for the calendar
38 month in which the layoff occurs and for the calendar month immediately
39 thereafter.
40

41 15.9.3 Employees notified of layoff shall be granted three (3) days of release time
42 to seek other employment.
43
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45

1 15.10 Zipper Clause

2
3 15.10.1 This Article shall be the complete settlement of all issues related to layoffs,
4 reemployment, voluntary demotions in lieu of layoff and the impacts and
5 effects of all these matters. CSEA and the District hereby clearly and
6 unequivocally waive and relinquish all of their rights to negotiate any of
7 those matters. (This waiver shall not prohibit either party from reopening
8 this agreement/article where such reopening rights have been agreed to
9 pursuant to the provisions of the collective bargaining agreement between
10 the parties.)

11
12 15.10.2 Upon written request, the District agrees to negotiate with the union over
13 the impacts and effects of a reduction in hours, excluding effective date, for
14 employees in the bargaining unit. Such written request shall be submitted
15 to the Personnel Department within ten (10) calendar days following
16 notification of CSEA by the District.

17
18 15.11 Workload

19
20 Current employees will not be expected to pick up the workload of employees who
21 are laid off or reduced in hours.

22
23 15.12 Use of Volunteers

24
25 15.12.1 The District will not utilize volunteers in lieu of classified employees who are
26 laid off or reduced in hours.

27
28 15.12.2 Donation of Work The District shall not accept the donation of work when
29 it results in the layoff or reduction of bargaining unit employees or positions.

30
31 15.13 Subcontracting

32
33 The District will not contract out the work which has been customarily and routinely
34 performed by employees who have been laid off or reduced in hours. This section
35 shall not be interpreted to restrict the right of the District to contract out work on a
36 temporary basis to meet the operational needs of the District. (See Article 3, District
37 Rights)

38
39 15.14 Impacts and Effects of Reduction in Hours

40
41 A permanent employee who elects to retire in lieu of layoff, accepts a voluntary
42 demotion, or accepts a reduction in time shall be placed on the reemployment list in
43 accordance with Section 15.6.1 of this Article.

44
45 15.14.1 Employees shall be paid their regular hourly rate when working
46 beyond their reduced assignment. Hours worked in excess of eight (8)

1 hours per day or forty (40) hours per week shall be paid overtime consistent
2 with the California Education Code and FLSA.

3
4 15.14.2 Employees who are required to work additional days or hours in
5 excess of their basic assignment shall receive prorated leaves and
6 benefits in accordance with Education Code Section 45136 and
7 45102.
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ARTICLE 16

CSEA ORGANIZATIONAL RIGHTS

- 16.1 Subject to compliance with applicable District rules and regulations, CSEA shall be permitted to use school facilities for the purpose of conducting organizational meetings. Such use shall be consistent with the provisions of the Civic Center Act and no cost shall be charged for such use unless additional set up or custodial charges are incurred by the District. In such cases, the association shall reimburse the District for such excess costs in accordance with current District practice.
- 16.2 CSEA shall have the right to post and remove CSEA written materials on designated District bulletin boards located at each campus and major work sites. A copy of materials to be posted on the bulletin boards shall be furnished to the principal or other designated supervisor. Such materials shall be clearly identified by title of the organization and the date of preparation.
- 16.3 CSEA shall be permitted to use the District mail services for the purpose of distributing official organizational communications to its membership. Each school or appropriate work area shall designate a location for receipt of organizational materials. It shall be the responsibility of CSEA to distribute its own materials to individual employees. (Subject to pending U.S. Supreme Court case).
- 16.4 The Board agrees to grant CSEA representative(s) access to unit members at their work site during the lunch hour, break period, or before or after work, as long as the employee's immediate supervisor is previously informed and such contact does not interfere with the employee's assigned work or the orderly operation of the District.
- 16.5 The District shall provide CSEA with one copy of its Policy and Procedure Manual and revisions thereto.
- 16.6 The District shall provide CSEA with one copy of the preliminary budget, publication budget, and final budget.
- 16.7 The District will provide CSEA with one copy of a seniority listing by hire date and within each class at any time in which the District prepares such a seniority list.
- A seniority listing shall be provided CSEA prior to the issuance of written layoff/reduction-in-hours notices to employees.
- 16.8 Following the final preparation of this agreement, the District shall provide a copy of this agreement to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the initial preparation of this agreement shall be provided with a copy of this agreement at the time of employment. Also, the District agrees to provide each employee in the bargaining

1 unit with a copy of any written amendment agreed to by the parties during the term of
2 the agreement.
3

4 16.9 Annually, the District shall provide CSEA with a listing of all employees in the
5 bargaining unit. Such listings shall include the employee's name, work location,
6 position title and home address.
7

8 16.10 Consultation Committee
9

10 16.10.1 An Employer-Employee Relations Consultation Committee shall be
11 established for the purpose of discussing employment related issues of
12 common concern to unit members represented by CSEA.
13

14 16.10.2 The Committee shall be composed of two representatives from CSEA and
15 two representatives from administration. The Assistant Superintendent of
16 Personnel Support Services shall be a permanent member representing
17 administration. Both the administration and CSEA may request the
18 presence of non-employee consultants to attend the committee meetings.
19

20 16.10.3 Meeting agendas and the time of meeting shall be subject to mutual
21 agreement of the parties.
22

23 16.11 Release Time
24

25 16.11.1 Release Time/Grievances/Disciplinary Proceedings
26

27 A CSEA steward or representative designated by CSEA shall be given
28 reasonable periods of release time to process grievances and to provide
29 representation to unit members subject to disciplinary meetings or
30 proceedings. Supervisors shall be given at least one workday prior written
31 notice in the event release time is requested. The parties shall attempt to
32 schedule grievance/disciplinary proceedings at times which are least
33 disruptive to the normal operational requirements of the District.
34

35 16.11.2 CSEA shall notify the District in writing of the names of all duly appointed
36 stewards.
37

38
39
40 16.11.3 CSEA's president or designee and another unit member selected by CSEA
41 shall be granted release time, if necessary, to attend the CSEA annual
42 conference.
43

44 16.12 Individual Right to Association Representation
45

1 16.12.1 If any unit member is required to attend a meeting wherein the employer
2 intends to "elicit damaging facts" which may give rise to possible discipline,
3 such unit member, upon request, shall be entitled to have a CSEA
4 representative present at such meeting. It is understood there is no right to
5 representation where the purpose of the meeting is simply to deliver written
6 notice of discipline.
7

8 16.12.2 Affected unit members shall be notified of the purpose of any meeting
9 wherein a supervisor intends to conduct an investigatory interview which
10 might result in discipline to the unit member.
11

12 16.12.3 In the event a supervisor intends to schedule a meeting described in
13 paragraph 16.12.1 hereinabove, which would give rise to a request for
14 CSEA representation, the affected unit member shall be given advance
15 notice of at least two (2) duty days or four (4) calendar days, whichever is
16 greater. The unavailability of a CSEA representative shall not be grounds
17 for continuing the meeting described hereinabove. Under such
18 circumstances, the supervisor and/or employer representative may agree to
19 continue the meeting to a future date.
20

21 16.12.4 The rights provided for in this section arise only in situations where the unit
22 member requests representation and the employer/supervisor has no
23 affirmative obligation to inform the affected unit member of the particular
24 provisions of the Article.
25

26 16.13 Site Representation Committee (SRC) 27

28 The District and CSEA agree to establish a joint committee at each school site to
29 discuss matters of mutual concern. This committee shall meet at reasonable times
30 upon the request of either the principal or unit committee members representing
31 various job classifications at the work site. Unit members on the committee shall be
32 selected by CSEA. The principal and not more than two other administrators shall
33 represent the District on the committee.
34

35 If at any time CSEA and PFT, in conjunction with the District, agree to a joint
36 committee, i.e., PSU/UBC, the aforementioned SRC shall be incorporated into the
37 new entity.
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39 16.14 The District agrees to provide CSEA with a voice mailbox through the District's
40 telephone system.
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ARTICLE 17

NONDISCRIMINATION

17.1 The District and CSEA agree that neither party will discriminate against any employee in the bargaining unit because of such individual's race, color, national origin, ancestry, religion, marital status, sex, handicap, age or participation or nonparticipation in lawful union activities.

17.2 Any alleged violation of 17.1 above shall not be subject to the grievance procedures. All such alleged violations shall be processed in accordance with the requirements of other agencies duly authorized to consider such allegations, i.e. Public Employment Relations Board, the Equal Employment Opportunity Commission and like agencies.

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ARTICLE 18

PERSONNEL FILES

18.1 The personnel file of each unit member shall be maintained at the District's central administration office.

18.2 Unit members shall be provided with a copy of any derogatory written material five (5) workdays before it is placed in the unit member's file.

The unit member shall acknowledge that he/she has read such material by affixing his/her signature on the document with the understanding that his/her signature signifies only that he/she has read the material and does not necessarily indicate agreement with its contents.

The unit member shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and prepare a written response to such material. Such written response shall be prepared within the five (5) workday period mentioned hereinabove. The written response shall be attached to the derogatory material.

18.3 A unit member shall have the right to examine and/or obtain copies of any material from his/her personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the person involved, which were prepared by identifiable examination members, or were obtained in connection with a promotional examination.

18.4 All personnel files shall be kept in confidence and shall be available for inspection only by the Board or appropriate management employees or authorized agents of the District when necessary in the proper administration of the District's affairs or the supervision of the employee.

18.5 Any person who drafts written derogatory material for placement in an employee's personnel file shall sign the material and signify the date on which such material was prepared.

18.6 A unit member may execute a written authorization which permits a CSEA representative the opportunity to review the unit member's personnel file. Such right of review shall not include those documents exempted from review under the provisions of Section 18.3 hereinabove. The written authorization may also grant the CSEA representative the right to review other employment documents pertaining to the particular employee so long as such information is subject to disclosure under the provisions of federal or state law.

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ARTICLE 19

CONCERTED ACTIVITIES

- 19.1 The District and CSEA recognize that the continuation of the educational program is of utmost importance and that differences between the parties hereto shall be settled by peaceful means without interruption of the educational program. Accordingly, in consideration of the terms and conditions of this Agreement, CSEA, its agents, employees and unit members will not engage in, encourage, instigate, support, or condone any strike, work stoppage, "slow down," "sick out" or any other concerted, coordinated refusal or failure to perform work as required in this Agreement. CSEA and its agents will exert their best efforts to discourage any of the aforesaid acts by any unit member.
- 19.2 CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 19.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

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ARTICLE 20

EFFECT OF AGREEMENT

20.1 This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein.

Within five (5) days after ratification of this Agreement, both parties shall meet to arrange for printing and distribution of a copy of the Agreement to every member of the unit. This District shall pay for the printing of the Agreement. The Union shall receive 50 copies of the Agreement for its own use, and shall handle the distribution of copies to the members of the Unit.

20.2 The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understanding and agreements arrived at after the exercise of that right and opportunity are set forth herein. Except for new contract negotiations, or when mutually agreed to by the parties, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

20.3 Should any article, section, or clause of this Agreement be declared illegal by a final decision of a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause. In the event that any article or section is held invalid as above set forth, upon the request of CSEA or the District the parties hereto shall enter into immediate negotiations for the purposes of arriving at a replacement for such article or section.

20.4 When CSEA and the District reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to CSEA and to the Board for ratification. After CSEA and the Board have ratified the Agreement, it shall be implemented in accordance with its terms.

20.5 There shall be two (2) signed copies of the final Agreement for record keeping purposes. One shall be retained by the District and one by the California School Employees Association (CSEA).

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ARTICLE 21

TERM OF AGREEMENT

- 21.1 This agreement shall be effective July 1, 2006 and will continue until June 30, 2009.
- 21.2 During the 2006-2007 school year, each party shall have the option to reopen Article 8 – Health and Welfare Benefits and Article 14 – Wages. In addition, each party shall be allowed to reopen 2 additional articles.
- 21.3 During the 2007-2008 school year, each party shall have the option to reopen Article 8 – Health and Welfare Benefits and Article 14 – Wages. In addition, each party shall be allowed to reopen 4 additional articles.
- 21.4 During the 2008-2009 school year, each party shall have the option to reopen Article 8 – Health and Welfare Benefits and Article 14 – Wages. In addition, each party shall be allowed to reopen 4 additional articles

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers thereof effective on the day and year set forth hereinabove.

Board of Education of the
Poway Unified School District

California School
Employees Association,
Chapter 313

APPENDIX "A"

MEMBERS OF THE **OFFICE/TECHNICAL and PARAPROFESSIONAL UNIT** SHALL INCLUDE:

Executive Assistant
School Administrative Assistant - HS
School Administrative Assistant – MS
Administrative Assistant II
School Administrative Assistant – Continuation HS
School Administrative Assistant – Elementary
Staff Development Program Coordinator
Administrative Assistant I
School Secretary
Payroll Technician
Senior Payroll Technician
Transportation Fee Coordinator
High School Registrar
Counseling Assistant – Middle School
Insurance Benefits Assistant
Student Data Technician
Attendance Accounting Assistant III
Office Specialist
Office Specialist – ROP/AE
Registrar – Continuation High School
Counseling Assistant
Human Resources Assistant
Attendance Accounting Assistant II
Library Media Technician – Secondary
Library Media Computer Resource Technician
Library Media Technician – Elementary
Office Assistant II
Attendance Accounting Assistant I
Library Media Assistant
Office Assistant I
Proctor/Reader
Office Aide
Accountant II
Accountant I
Lead Accounting Assistant
Nutrition Specialist
Budget Analyst
Senior Buyer
Food and Nutrition Procurement Specialist
Accounting Technician
High School Accounting Technician
Buyer
Accounting Assistant IV
Accounting Assistant III
Assistant Buyer

Maintenance & Operations Purchasing Assistant
Middle School Accounting Technician
Accounting Assistant II
Student Store Technician
Accounting Assistant I
Programmer Analyst III
Database Administrator
Systems Engineer
Programmer Analyst II
Systems Administrator
Web Site Developer
Education Specialist
Senior Information Systems Support Analyst
Programmer Analyst I
Information Systems Support Analyst
LAN Administrator Coordinator
Human Resources Analyst
Planning Analyst
Food and Nutrition Computer Specialist
Senior LAN Administrator
LAN Administrator
School Administrative Specialist II
Human Resources Specialist
Technical Administrative Assistant
Computer Graphics Technician
Computer Operator
Risk Management Specialist
School Administrative Specialist I
Planning Technician
Data Systems Operator
Senior Publications Technician
Transportation Assistant/Scheduler
Guidance Technician
Workers Compensation Technician
Publications Technician
Safety/Environmental Technician
School Site Data Assistant
Inventory Control Assistant
Braille Transcriber
Occupational Therapist
Student Health Care Specialist
Athletic Trainer
Music Assistant
Sign Language Interpreter
Teaching Assistant
Career/Life Skills Technician
Community Relations Specialist

Career Guidance Technician II - HS

Computer Resource Assistant II
Health Services Technician
Senior Lifeguard
Student Services Specialist
Music Assistant/Accompanist
Science Laboratory Technician
Behavioral Intervention Instructional Assistant
Campus Security Specialist
Community Relations Assistant
Lead Extended Student Services Assistant
Lead Middle School ASES Assistant
Parent Liaison
Volunteer Coordinator
Career Guidance I - HS
General Lifeguard
Instructional Assistant II – Special Education
Instructional Assistant – Bilingual Proficient
Instructional Assistant – Preschool
Instructional Assistant I – Special Education
Student Services Assistant
Bus Transportation Aide
Instructional Assistant
Instructional Assistant – ELL
Instructional Assistant – Music
Instructional Assistant – Physical Education
Instructional Assistant – Vocational Education
Lifeguard/Swim Instructor
Instructional Assistant – ESS

Shall EXCLUDE: All management, supervisory, confidential employees and all other classified employees.