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AGREEMENT BETWEEN

EAST WHITTIER CITY SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,

Chapter #87

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July 1, 2008, through June 30, 2011

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## DEFINITIONS

Anniversary Date - The date upon which an employee is granted salary step advancement earned by completion of a required one (1) year probationary period of service and annually thereafter until the maximum salary step is reached.

Bilingualism - The ability to speak, read, and write in two languages in a bi-literate manner.

Bumping Right - The right of an employee to displace an employee with less seniority in a class.

Class Description - Describes the nature and level of duties of positions in a class and states the qualifications an appointee must possess at the time of hire which are representative of the full working level for the class.

Classification - The act of placing a position in a class. Each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specified statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.

Demotion - Assignment to a lower classification without the employee's written voluntary consent.

Entry Level Qualifications - Required and desirable qualifications prescribed for those who wish to compete in examinations for a specific classification.

Fiscal Year - July 1 to June 30.

Incumbent - An employee assigned to and serving in a position in which he/she has permanent status.

Industrial Accident - An injury or illness which arose out of and in the course of employment with the employer.

Part-Time Employee - An employee whose regular working assignment is less than forty (40) hours per week.

Permanent Employee - A regular employee who has successfully completed the required one (1) year probationary period. The time for the one (1) year probationary period shall not be extended by use of full-time current sick leave and/or vacation, but the period shall be extended by use of any other paid or unpaid leave of absence.

Probationary Employee - A regular employee who will not become permanent until completion of a prescribed probationary period.

Promotion - A change in assignment of an employee from a position in one class or classification to a position in another class or classification with a higher maximum

salary rate. An employee shall serve a six (6) month probationary period in the promotional position, with the right to return to his/her permanent position if the employee does not successfully complete probation in the new position.

Reclassification - The recognition that a job entails different skills or duties and results in a change of salary.

Reemployment - The return to duty of an employee who has been laid off.

Reemployment List - A list of names of permanent employees who have been laid off and are eligible within thirty-nine (39) months for reemployment without examination in their former classification.

Regular Employee - Any employee who has probationary or permanent status.

Restricted Employee - An employee hired pursuant to any local, State, or Federally funded program which restricts employment to persons in low income groups, designated impoverished areas, or any other category which restricts the privilege of all citizens to compete for employment under that program, except as may be otherwise specified by this Agreement.

Salary Rate - A specific amount of money paid for a specific period of service.

Salary Schedule - A complete list of ranges, steps, and rates of pay established for the classified service.

Salary Step - One of the salary levels within the salary range or schedule of rates.

Short-Term Employee - Any person who is employed to perform a service for the District, upon the completion of which, the service required, or similar services, will not be extended or needed on a continuing basis.

Student Employee - Either a full-time student employed part-time by the District where he/she is enrolled, or a part-time student employed in the District where he/she is enrolled in a secondary school or college work study program, or in any State or Federally funded work experience program.

Substitute Employee - An employee engaged to perform the duties of a position in the absence of the employee who is regularly assigned to that position.

Voluntary Demotion - The acceptance of a demotion in lieu of layoff entitling the employee certain promotional rights.

## **ARTICLE I**

### **AGREEMENT**

- A. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the East Whittier City School District ("District") and the California School Employees Association and its East Whittier Chapter #87 ("Association"), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 through 3549 of the Government Code ("Act").
- C. This Agreement shall remain in full force and effect from July 1, 2008, to and including June 30, 2011.
- D. Only as to Article XX, Wages, and Article XXIV, Benefits, if the Association wishes to reopen contract negotiations on these articles for the 2010-11 school year, it shall submit proposals to the District prior to June 1, 2010. It is the understanding of CSEA and the District that for the 2009-2010 school year there shall be no re-openers for any contract articles.
- E. The Agreement shall remain in full force and effect beyond the stated expiration day from day to day until such time as a new or modified agreement is ratified by both parties.

## ARTICLE II

### RECOGNITION

- A. Pursuant to Section 3544.1 of the Act, the District recognizes the Association as the exclusive representative of the District's classified employees, excluding only employees in the following positions (or equivalent positions which may be established by the District from time to time):

Account Clerk III - Fiscal Services  
Accounting Analyst  
Accounting Supervisor  
Administrative Secretary I to the Assistant Superintendent/Business Services  
Assistant Manager Fiscal Services  
Assistant Manager, Operations  
Chief Financial Officer  
Chief Operations Officer  
Director Information Services and Technology  
Director of Nutrition Services  
Director, Personnel Services  
Executive Secretary to the Superintendent  
Fiscal Services Manager  
Food Services Supervisor  
Maintenance Supervisor  
Manager, Personnel Services  
Payroll Technician  
Personnel Specialist  
Personnel Technician  
Personnel Technician - Credentials  
Receptionist-Switchboard Operator  
Seasonal Worker  
Secretary III - Superintendent  
Secretary IV - Personnel  
Supervising Assistant

- B. Such classified positions not hereby excluded are as follows:

Account Clerk I  
Account Clerk II  
Account Clerk III  
Accountant  
Accounting Technician  
Administrative Secretary I  
Administrative Secretary II  
Campus Security  
Clerk  
Community Liaison - Bilingual  
Custodian I  
Custodian II  
Custodian III - Lead

District Office Clerk I  
District Office Clerk II  
District Office Clerk III  
Food Service Account Specialist  
Food Service Central Kitchen Lead Worker  
Food Service Central Kitchen Worker I  
Food Service Central Kitchen Worker II  
Food Service Central Kitchen Worker III  
Food Service Central Kitchen Worker IV  
Food Service School Worker I - Elementary  
Food Service School Worker I - Middle  
Food Services Delivery Worker/Custodian  
Food Services Storekeeper/Delivery Worker  
Grounds Maintenance Worker I  
Grounds Maintenance Worker II (Lead)  
Health Clerk  
\*Instructional Assistant I  
\*Instructional Assistant I - ESL  
\*Instructional Assistant II - Art  
\*Instructional Assistant II - Bilingual  
\*Instructional Assistant II - Opportunity  
\*Instructional Assistant II - PE  
\*Instructional Assistant II - Science  
\*Instructional Assistant II - Technology  
\*Instructional Assistant III - RSP/SDC  
\*Instructional Assistant IV - OH  
\*Instructional Assistant IV - SH  
\*Instructional Materials Clerk  
Lead Food Service Worker I - Elementary  
Lead Food Service Worker II - Middle  
Library Media Clerk  
Library Media Clerk II  
Licensed Vocational Nurse  
Maintenance and Operations Clerk  
Maintenance Worker I  
Maintenance Worker II  
Maintenance Worker III  
Maintenance Worker IV  
Maintenance Worker Specialist - Carpenter  
Maintenance Worker Specialist - Electrician  
Maintenance Worker Specialist - HVAC  
Maintenance Worker Specialist - Locksmith  
Maintenance Worker Specialist - Mechanic  
Maintenance Worker Specialist - Painter  
Maintenance Worker Specialist - Plumber  
Maintenance Worker Specialist - Sprinkler  
\*Multi Media Assistant  
Parent Education/ESL Facilitator  
Purchasing Agent

Purchasing Clerk  
Purchasing Technician  
Reproduction Service Assistant  
Reproduction Service Technician  
School Office Assistant  
School Office Coordinator  
Secretary I  
Secretary II  
Secretary III  
Secretary IV  
Speech Language Pathology Assistant  
Storekeeper  
Student Attendance and Community Resource Specialist  
Technology Specialist  
Typist Clerk I  
Typist Clerk II  
Typist Clerk III  
Warehouse Delivery Worker

Other positions in the classified service which may be established from time to time shall also be included.

\*The federal requirement for paraprofessionals (AA degree, 48 college units, or passage of the District Instructional Assistant Test) shall apply to all classified positions in the District which are involved with the instruction of students. This requirement shall apply to all newly hired Instructional Assistants and Multi Media Assistants, and by January 1, 2006 for all currently employed paraprofessionals assigned to work with the instruction of students (i.e., all classifications of Instructional Assistants and Multi Media Assistants). (The District will make available training opportunities to assist current employees in preparing for the test and offer employees the opportunity to take the test on a regular basis throughout the school year.)

## **ARTICLE III**

### **NEGOTIATION AND MEETING PROCEDURES**

- A. Not later than June 15 of the calendar year in which this Agreement expires or any term or provision hereof reopens for negotiation, the District and the Association shall meet and negotiate in good faith within the scope of representation, as provided in Section 3543.2 of the Act. Any agreement so negotiated will be reduced to writing and signed by the District and the Association.
- B. At the first regular Board meeting in March 2011, the Association shall present its proposals for a successor agreement to the Board. At the first regular Board meeting in April 2011, the Board shall present its proposals for a successor agreement to the Association and the public.
- C. Meetings for negotiation shall begin and end at reasonable times. Members of the Association team who are in paid status at the time of the meetings shall be paid for that meeting time that occurs during their regularly scheduled working hours up to a maximum of forty (40) hours each. The District will grant additional reasonable release time if it appears that both parties are making good faith progress in negotiations. Employees in non-paid status at the time of the meetings will not be paid.
- D. Either party may utilize the services of outside consultants to assist in the negotiations.
- E. The District and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees, subject to the limitations specified in this Agreement. Any agreement reached and signed shall not take effect until and unless it is ratified by the exclusive representative and a majority of the Governing Board of the District. The foregoing provision shall not be deemed to waive the District's rights under Section 3546(a) of the Act.
- F. All meetings for negotiation shall take place at a place to be agreed upon by the District and the Association.
- G. No more than five (5) employees shall participate in meetings for negotiation as members of the Association's bargaining team.
- H. The District and the Association shall furnish to each other any information or documents which are reasonably necessary for each to fulfill its role in the negotiation process, to the extent such documents are not communications among members of the management of the District or otherwise confidential. Only one (1) copy of any document requested hereunder need be furnished.
- I. In the event that such future negotiations reach an impasse as defined in Section 3540.1(f) of the Act, the parties will proceed under the impasse procedures described in Article 9 of Chapter 10.7 (Sections 3549, et seq.) of the Act.

## **ARTICLE IV**

### **DISTRICT RIGHTS**

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers is the right to determine its organization; direct the work of its employees; determine the type and level of service to be provided; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and type of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue. In addition, the District retains the right to hire, assign, classify, evaluate, and discipline employees.

The exercise of the District's rights, authority, duties, and responsibilities; the adoption of policies, rules, regulations, in furtherance thereof; and the use of judgement and discretion in connection therewith, shall be limited by the terms of this agreement and all matters within the scope of negotiations pursuant to government code 3540 (et seq.), and as determined by law.

## **ARTICLE V**

### **ASSOCIATION RIGHTS**

- A. The Association, through its authorized representatives, shall have the right of access to areas in which employees work. The Association shall have the right to reasonable use of District bulletin boards, mail system, and other means of communication. The Association shall have the right to use District facilities at reasonable times. The Association may request use of District equipment, in accordance with past practice. None of the rights of the Association described herein shall be misused or overused. Such use of buildings and facilities shall be without charge to the Association.
- B. Upon request and within a reasonable time, the District shall supply the Association a seniority list. The list shall be compiled in accordance with applicable requirements of the Education Code. Upon request and within a reasonable time, the Association shall also be provided an updated list reflecting new and terminated employees.
- C. The Association shall receive two (2) copies of the annual budget, and any interim reports or financial documents made available to the public at the time they are submitted to the Governing Board. Once each year by November 1, the District shall furnish the Association with the names, assignments, work sites, and non-confidential addresses and telephone numbers of all employees. Similar information will be provided as to newly-hired employees within five (5) days of the first day of employment.
- D. The District shall not form or cause to be formed any advisory committee on any matter concerning employees, which is within the scope of representation as defined in Section 3543.2 of the Act, without the consent of the Association.
- E. The District shall conduct no negotiations, nor enter into any agreement with any other organization, on matters which are within the scope of representation as defined in Section 3543.2 of the Act, without prior notice to and approval by the Association of the negotiations and the agreement.
- F. No Association business or meetings of employees shall take place during an employee's work hours, except in the following circumstances:
  - 1. The meeting takes place in its entirety before or after the normal work hours of an employee.
  - 2. The meeting takes place in its entirety during the break/lunch period of the employees involved.
  - 3. A special meeting is called at the request of or with permission of the District.

Employees whose regular duty hours extend after 4:30 p.m. may participate in meetings held before the end of their duty hours, provided that time lost through

such participation shall be made up at reasonable times assigned by the employee's supervisor. Employees whose shifts begin after 12:00 noon shall notify their immediate superior of their desire to attend the meeting. Such notice shall be made in enough time to allow the immediate supervisor to arrange for the necessary services during the employee's absence.

Employees whose schedules fall in this category and who are members of the negotiating support team shall be given an opportunity to make up hours away from their assignment, at the option of their supervisor.

- G. The Association shall have the right to send three (3) delegates of their choice to the annual California School Employees Association conference for a maximum of five (5) days each, without loss of compensation.
- H. The Association President/designee shall be granted eighty (80) hours of release time per school year to conduct Association business, subject to two (2) business days prior notice to the Assistant Superintendent, Personnel Services/designee, unless otherwise agreed to by him/her. The release hours shall not include time served as an employee representative or during negotiations.
- I. The District shall furnish to the Association a copy of the complete Board agenda, excluding closed session materials and other confidential information to the Governing Board.
- J. A written list of Association officials and representatives, including names and mailing addresses, shall be furnished to the District annually, and the Association shall notify the District of any changes.
- K. When scheduling a meeting at a District work site in an available meeting room, the Association shall notify the site administrator or supervisor.

## ARTICLE VI

### EMPLOYEE RIGHTS

- A. Personnel records shall be kept on all current employees. All personnel files will be considered confidential and will not be available to persons other than the employee and those who have access as a part of their regular duties.
- B. All persons who cause materials to be placed in an employee's personnel file shall sign and date the material.
- C. Materials in employee personnel files which may serve as a basis for affecting the status of their employment are to be made available for inspection of the person involved. Such materials shall not include ratings, reports, or records which were: 1) obtained prior to employment of the person; 2) prepared by identifiable examination committee member; or 3) obtained in connection with a promotional examination.
- D. Materials referred to as 1 through 3 in Provision C above shall be contained in a separate enclosure. Upon request, and within a reasonable time, the Assistant Superintendent of Personnel or designee shall supply the employee with a listing of materials contained therein.
- E. All personnel files shall be kept in confidence and shall be available for inspection only to other employees or confidential consultants of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her Association representative, if authorized in writing by the employee.
- F. Information of a derogatory nature shall not be placed in an employee's personnel file until the employee is given notice and an opportunity to review the material and make a written comment thereon. The review of the derogatory material may take place during normal business hours if desired by the employee. In such case, the employee shall be released from duty for this purpose without salary reduction. Any such information shall be entirely removed from the employee's personnel file after it has been in the file for three (3) years, if the employee so requests at any time after the said three (3) years.
- G. Upon completion of negotiations the District shall provide to all bargaining unit members a copy of the collective bargaining agreement.

## **ARTICLE VII**

### **NON-DISCRIMINATION**

- A. No employee shall in any way be favored or discriminated against in wages, hours, or other terms and conditions of employment because of race, national origin, or marital status and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, physical handicap, or union affiliations.
  
- B. Complaints filed pursuant to this article shall not be subject to the provisions of Article XIV, Grievance Procedure, but shall be resolved through procedures prescribed in policy and statute.

## **ARTICLE VIII**

### **ORGANIZATIONAL SECURITY**

- A. It is the intent of this article to implement the provisions of SB1960 (Chapter 893, Statutes 2000) regarding membership dues and fair share service fees.
- B. Except as expressly exempted herein, all bargaining unit employees who do not maintain membership in the Association are required as a condition of continued employment to pay service fees to the Association.
- C. The Association has the exclusive right to have employee organization membership dues and service fees deducted by the district from the wages or salary of employees in the bargaining unit in accordance with the provisions of this article.
  - 1. The District shall cause payroll deductions to be made in accordance with the District's procedures and the Association's dues and service fees schedule or payments to a designated charitable fund in lieu of service fees in case of an employee's bona fide religious objection.
  - 2. Payroll deductions shall be processed in accordance with standard District operating procedures.
  - 3. The Association may specify a change in the amount of the dues or service fees provided an authorized Association officer submits a written notice to the District for such an adjustment. The processing of revised payroll deductions will be in accordance with the schedule provided in section 3(c).
  - 4. The District shall, without charge, transmit to the Association the sums deducted under this article, except that the District shall transmit to a designated charitable fund sums deducted in lieu of service fees in the case of an employee's religious objection.
- D. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, or whose sincere religious beliefs, observances, or practices include such objections, shall not be required to join, maintain membership in, or financially support the Association as a condition of employment. However, such employee shall be required to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
  - 1. City of Hope
  - 2. Children's Hospital of Los Angeles
  - 3. Multiple Sclerosis Society

Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of financial support to the Association, furnish the Association with copies of receipts from the charity selected as proof that such payments have been made, or shall authorize payroll deduction of such payments. Any religious objection claim shall be submitted to the Association who will have the sole right to accept or reject such a claim.

- E. The Association agrees to hold harmless and defend the District, its employees, officers, and agents, against any court or administrative action challenging the legality of the organizational security provision of this Agreement or the implementation and administration thereof. The Association agrees to indemnify the district, its employees, officers, and agents, for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation and administration thereof, provided the District has complied with the terms of this article and has promptly notified the Association of its awareness of such an action.

## ARTICLE IX

### CONTRACTING OUT AND BARGAINING UNIT WORK

- A. The District shall not contract out or assign persons who are not employees any work, including overtime work, except that which is of a kind or of an extent not normally done by employees.

The District shall notify CSEA in advance of any proposed contracting out normally done by unit employees, and both parties shall have the opportunity to meet and discuss the possibility of contracting out such work. If, following good faith discussions, CSEA informs the District that it does not agree with the proposed contracting out, the District shall not contract out the proposed work.

In the event the District determines a need to contract out work which is of a kind or of an extent not normally done by employees, the District shall timely notify the Association of that proposed work. If CSEA reasonably believes the proposed work could be performed by unit members within the scope of bargaining unit work, the District will negotiate, at the timely request of CSEA, both the decision and the effects of the contracting out of such work. The District has no obligation to negotiate work that is required to be sent out to bid per the Public Contract Code except as required by Section C below.

Prior to the decision to contract out any work that is not customarily, routinely, or exclusively performed by classified employees, the District shall provide CSEA with a timely response to inquiries concerning specific projects to be contracted out.

- B. No supervisory or management employee may perform any work within the job description of an employee; provided, however, that supervisory or management employees may perform such work under the following circumstances:
1. In emergencies;
  2. Where the work has historically been performed by the supervisory or management employee;
  3. Where the work is performed in the course of instructing or training employees; and/or
  4. Where the work is performed in the course of experimenting with or testing materials or methods.
- C. The exclusive representative has the right, on behalf of classified employees, to negotiate all matters that affect contracting out of the bargaining unit work.
- D. The exercise of any right reserved to CSEA under this Article or the non-exercise of any such rights by CSEA shall not be deemed a waiver of CSEA rights or preclude CSEA's right to exercise at a later time.

## **ARTICLE X**

### **CHANGE IN SCHOOL DISTRICTS**

- A. Any division, uniting, unification, unionization, annexation, merger, de-unification, or change of District boundaries or organization shall not affect the rights of individual employees under this Agreement, nor alter the exclusive representation standing of the Association as to this bargaining unit. This Agreement shall be binding upon any new Governing Board resulting therefrom which employs employees currently a part of the bargaining unit during the term of this Agreement.

## **ARTICLE XI**

### **SAFETY**

- A. The District shall, to a reasonable degree, keep and provide a safe and healthful workplace wherever employees are required to work.
- B. The District shall have a safety committee composed of members of the management team and representatives from the classified and certificated bargaining units. Each bargaining unit shall be entitled to appoint two (2) members of its own choosing to this committee.
- C. The District safety committee shall meet approximately six (6) times during the fiscal year and shall address topics of concern relating directly to safety. The committee will inspect areas of concern and shall review the annual engineering safety report filed with the District by the District's Workers Compensation carrier.
- D. The safety committee meetings will be held during normal working hours or at 3:30 p.m. When a classified employee attends a safety meeting, the employee will be paid time and a half of his/her hourly wage when the safety meeting is held after the employee's assigned day and the time attending the safety meeting and the employee's work day exceeds eight (8) hours.
- E. Employees have a duty to report unsafe working conditions to their immediate supervisors and the employees may report such conditions to a safety committee and/or the Association.
- F. Classified employees shall not transport students, unless approved by the Board of Education.

## **ARTICLE XII**

### **CLASSIFICATION**

- A. Every bargaining unit position (hereinafter referred to as "position") shall be placed in a class.
- B. In the event the District establishes a classification or position, or changes the placement of a classification or position on the salary schedule, in such a manner that the wages, hours, or other terms and conditions of employment of employees as defined in Section 3543.2 of the Act, are affected or are likely to be affected, the action shall be subject to the negotiation process between the District and the Association. The Association shall receive notice of the intended action prior to the action being formally agendized.
- C. The actions of the District described above and any of them, or the failure to take such actions or any of them, are subject to this Agreement and the grievance procedure contained herein only insofar as they affect the wages, hours, or other terms and conditions of employment of employees, as defined in Section 3543.2 of the Act.
- D. The District shall post in each school and the District Office a list of all known vacancies. During the summer months, the list shall be posted at the District Office. All postings of vacancies shall state a deadline by which applications for such vacancies must be received by the Personnel Office.

## **ARTICLE XIII**

### **DISABILITY OF EMPLOYEE**

- A. In the event that an employee becomes so disabled through illness or injury (whether or not arising out of employment with the District) that the employee is no longer able to perform the duties of his/her present position, the District shall offer to that employee any vacant position in the bargaining unit for which the employee is qualified and able, despite the said disability, to perform the duties thereof. The question of whether or not the employee is qualified and able shall be decided by the District, which shall not act arbitrarily, unfairly, or inconsistent with medical opinions.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

#### A. Definitions.

Grievance - A written allegation by an employee, employees, or the Association (on behalf of an identified employee or on its own behalf) that a violation of a specific provision or provisions of this Agreement has occurred which adversely affects the employee or employees. A grievance does not include any allegation that the District has acted or failed to act in any of the areas reserved to the absolute discretion of the District.

Day - Any day on which the District Office is open for business.

Management Representative - In the case of employees assigned to a specific school, the principal of that school; in the case of employees assigned to a specific department, the head of that department; and, in the case of all other employees, the Assistant Superintendent of Personnel or designee.

B. Informal Settlement of Disputes. It is the intention of the parties that all disputes and complaints be settled informally at the lowest possible administrative level with the least possible loss of time. To that end, employees and management representatives will, meet in informal conferences to settle disputes before they become grievances. The informal meeting will be requested by the aggrieved employee, or the Association, within ten (10) days of the date the alleged incident giving rise to the grievance first occurred or first came to the attention of, or in the exercise of reasonable diligence would have come to the attention of either the aggrieved employee or the Association. Any informal personnel conferences between a management representative or other supervisor and an employee, called by the management representative, shall not be deemed to be part of this grievance procedure.

C. Representation. An employee may be represented by the Association at any level in the grievance procedure. An employee may be represented, at the employee's option, at any informal conference held prior to filing a written grievance. The District may reasonably assume that the Association has full authority to act for the aggrieved employee when it purports to so act.

As provided in Section 3543 of the Act, an employee may initiate a grievance directly with the District, and the grievance may be processed through the procedure discussed below and settled prior to arbitration, without the intervention of the Association. In such cases, however, the Association, through its designated job steward, will be promptly provided with the written grievance, any written appeal, and the District's responses as described hereinafter, and will be permitted to file a written response to any such documents. No grievance shall be finally resolved until three (3) days after the date the Association is furnished with a copy of such proposed resolution, unless the Association agrees to an earlier time.

- D. Time. The time limits stated herein are mandatory and may not be waived except by mutual agreement. Waiver of one time limit does not constitute a waiver of any other time limit.
- E. Written Grievance. Grievances shall be filed in writing either on the District Grievance Form or in a similar format that contains the following information:
- Name of Grievant
  - School or Department
  - Position/Classification
  - Date and Time of Grievance
  - Master Contract Reference (Article and Section)
  - Statement of Grievance
  - Remedy Desired
  - Date Filed
  - Signature of Grievant or Association President/designee if the grievance is being filled by CSEA on behalf of the grievant
- F. Level One. If informal settlement procedures have failed, an employee or the Association (on behalf of an identified employee or on its own behalf) may file a written grievance with the employee's management representative. The grievance shall contain a concise written statement of the alleged violation of the Agreement and of the remedy sought and shall be signed by the aggrieved employee or Association President/designee if the grievance is being filed by CSEA on behalf of the grievant. One employee may bring a claim on behalf of all employees in the bargaining unit, and the District may reasonably assume that when the Association acts in processing such a grievance, it is acting for, and can act for, all such employees.

The written grievance must be filed within seven (7) days of the date the informal meeting.

The management representative shall review the written grievance and meet with the aggrieved employee or the Association representative. Following the meeting, the management representative shall provide to the aggrieved employee and the Association a written response to the grievance within seven (7) days.

- G. Level Two. The aggrieved employee or the Association (on behalf of an identified employee or on its own behalf) may appeal the response of the management representative by filing a written appeal with the Assistant Superintendent of Personnel or designee within five (5) days of the date on which the management representative provided his/her response. The appeal shall contain a concise statement of the reasons for which the appeal has been taken and shall be signed by the aggrieved employee or employees. The Assistant Superintendent of Personnel or designee shall review the written appeal and meet with the aggrieved employee and/or the Association representative. This meeting and/or all elements of the Level Two process may be waived upon mutual written agreement of both parties. Following the meeting, the Assistant

Superintendent of Personnel or designee shall provide to the aggrieved employee and to the Association a written response to the appeal within ten (10) days of receiving the written appeal.

- H. Level Three. The Association may appeal the response of the Assistant Superintendent of Personnel or designee to arbitration. The appeal shall be in the form of a written notice filed with the Assistant Superintendent of Personnel or designee which shall be filed within seven (7) days of the receipt of the Assistant Superintendent of Personnel or designee's response. The appeal shall contain a concise statement of the reasons for which the appeal has been taken and shall be signed by the aggrieved employee or employees.

Upon receipt of the written notice of arbitration, the Assistant Superintendent of Personnel or designee shall attempt to agree with the Association on a choice of arbitrator. If no agreement is reached within seven (7) days of the receipt of the notice, the Assistant Superintendent of Personnel or designee or CSEA shall submit the grievance to the California State Mediation and Conciliation Service (CSMCS), and the parties shall select an arbitrator using a list of arbitrators provided by the CSMCS.

The arbitrator's fee shall be borne equally by the District and the Association. Any other costs shall be borne by the party which incurs them.

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement. If the parties dispute whether the matter is a proper grievance or has been processed in a timely manner, the arbitrator shall resolve such issues prior to a hearing on the merits of the grievance.

The award of the arbitrator shall be binding. The arbitrator shall only find whether there has been a violation of the express terms of this Agreement, and, if there has been such a violation, the arbitrator shall order an appropriate remedy.

- I. The Association representative may be a bargaining unit employee. The Association representative may also be a non-bargaining unit employee or a consultant to the Association.

Representatives of the Association who are bargaining unit employees shall be allowed up to fourteen (14) half-days of release time per year for the processing of grievances through all levels specified in this article, including informal settlement of disputes as provided in Provision A above. The said fourteen (14) half-days per year shall constitute the total amount of release time for all such representatives.

In the event the employee representative is employed in a position which reasonably requires the obtaining of a substitute to replace the employee during such release time, release time shall be taken in increments of not less than one-half (1/2) day.

## ARTICLE XV

### EMPLOYER EXPENSES

- A. Notwithstanding Provision B below, if an employee is required by the District to provide tools or equipment for use in the course of employment, the District agrees to provide a safe place to store the tools or equipment, and agrees to pay reasonable costs incurred as a result of loss through theft or vandalism. An up-to-date inventory of all tools and equipment shall be provided by the employee to the District.
- B. Should the employment duties of an employee reasonably require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.

The District will supply several suits of foul weather gear, which will be available in the maintenance shop, for those whose jobs require exposure to unusually foul weather.

Employees who receive District issued equipment, gear, or clothing shall wear or utilize such as required and appropriate during the workday provided that the equipment works properly and the gear or clothing is the correct size. An employee shall notify his/her supervisor, as soon as possible, if he/she realizes that issued equipment is not working properly or that he/she has been issued the incorrect size of gear or clothing.

- C. The District shall pay the full cost of the purchase, lease, or rental of uniforms, equipment, identification badges, emblems, and cards, if any, required by the District to be worn or used by employees. Painters shall receive a maximum of four (4) sets of shirts and trousers at a cost of not to exceed \$125 per fiscal year. The upkeep of any such clothing is to be done by the employee.
- D. The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, including but not limited to the provisions of Section 49406 of the Education Code.
- E. Employees shall not be required to use their personal vehicles to transport other persons (including but not limited to students and employees of the District) on District business. Voluntary agreements between employees to share transportation are not included in this provision.

## ARTICLE XVI

### EMPLOYEE EVALUATION

Performance evaluations for all regular permanent and probationary employees shall be conducted at specified intervals during the school year. Evaluations shall be reported on appropriate forms in accordance with the following:

- A. The probationary period for employees shall be one (1) year. However, for employees receiving a promotion, the probationary period shall be six (6) months.
- B. Performance evaluations for newly hired employees shall be conducted during the third, sixth, and ninth months of employment with the final evaluation occurring between the ninth and twelfth months of employment. A copy of the evaluation form will be given to the employee and a copy submitted to the Personnel Department.
- C. Performance evaluations for all permanent employees who have been employed in their current classification for 5 years or less shall be conducted at least once during the school year and submitted to the employee no later than June 1. Performance evaluations for all permanent employees who have had more than 5 consecutive years in their current classification with all "Meets Expectations" or "Exceeds Expectations" on prior evaluations shall be evaluated every other year and submitted to the employee no later than June 1.

The parties recognize that it may be useful for certain employees to receive suggestions for improvement so that such employees may, by the time of their full evaluation, have had an opportunity to correct problems. Specific suggestions with reasonable time for improvement may be made in writing to include the following:

- 1. Areas where improvement is needed;
- 2. Specific suggestions for improvement;
- 3. Additional resources that will be utilized to assist with improvement;
- 4. The evaluator's role in assisting the employee;
- 5. Techniques for measurement of improvement;
- 6. A time schedule for monitoring procedure.

The parties also recognize that the above procedure may be waived in circumstances of an urgent nature.

- D. Additional evaluations for either a probationary or a permanent employee may be conducted at times other than those regularly specified upon the request of the supervisor, principal, department head, or other appropriate administrator. Additionally, an employee who is on a non-evaluation year shall be evaluated upon the employee's request. This request shall be made to the supervisor by February 1.

- E. All evaluations shall be prepared in triplicate by the designated evaluator(s) who shall discuss it with the employee being evaluated. The employee shall review and sign the evaluation before the original is submitted to the Personnel Department by the evaluator(s). The second copy is to be retained by the immediate supervisor(s) and the third copy is to be given to the employee.

## ARTICLE XVII

### LEAVES OF ABSENCE

#### A. General Leaves.

1. When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and the employee.
2. Leaves of absence may be granted to permanent employees only, except that probationary employees may be granted a leave of absence for health, injury, and bereavement. A leave of absence will be considered null and void and the employee terminated if the classified employee on such leave accepts additional new employment, other than as a substitute, in another school district within a 100 mile radius of the District Office. Such acceptance of employment in another district, will be considered as the employee's resignation from the East Whittier City School District.
3. Verification of absence due to illness or injury for a period not exceeding five (5) consecutive work days shall be provided by the employee by means of a written statement verifying such absence. Such statement shall be submitted to the immediate supervisor of the employee on a form to be prescribed by the Governing Board.
4. Verification of absence due to illness or injury for a consecutive period of more than five (5) days, but less than a calendar month, shall be provided by means of a written statement from the attending medical doctor or physician.
5. Verification of absence due to illness or injury for a period of one (1) calendar month or more shall be provided by means of a doctor's written statement to be filed with the Assistant Superintendent or designee within fifteen (15) days following each calendar month of such absence.
6. When the Superintendent or designee determines that the number and/or pattern of absences for an employee is a matter of concern and the employee is informed of such, the employee shall provide a verification of absence due to illness or injury by means of a written statement from the attending doctor or physician for subsequent absences. Matter of concern is defined as an absence record that shows chronic absenteeism without any evidence of the employee suffering from any serious or disabling injury or illness.
7. A doctor's release clearing the employee to return to work may be required when an employee is unable to return to work over an extended period of time or when the employee is returning from a serious illness or accident.

8. The District reserves the right to have an employee examined by a physician selected by the District prior to his/her return from an absence. If such an examination is deemed necessary, it would be at the District's expense.
9. The absent employee shall report by telephone each day his/her absence due to illness or injury, and shall call to report his/her absence at least one hour prior to the employee's start time. A night custodian shall call to report his/her absence no later than 10:00 a.m. For employees with shifts starting after 9:45 a.m., those employees shall call 2 hours prior to the start time of their shifts. If the employee is unable to personally report, the report shall be made by another responsible adult in the employee's behalf. Such daily report may be excused by agreement with the immediate supervisor.

The Superintendent or designee may recommend a leave of absence only when it may serve the best interests of the employee and benefit the District.

Except for professional growth or professional advancement, leaves of absence are not granted to permit other employment.

Unpaid absence up to fifteen (15) days for personal reasons may be authorized by the Assistant Superintendent, Personnel Services with consent of the employee's immediate supervisor. Salary deductions shall be made for each day of absence.

Leaves of absence may be granted for a period of one (1) year. Employees who plan to return to a regular or comparable position at the beginning of the ensuing school year must notify the Assistant Superintendent, Personnel Services of this intention by April 1. Failure to do so may be construed as a resignation.

Personnel employed in a vacated position during a leave of absence shall be considered as temporary and subject to replacement upon expiration of said leave of absence.

An employee will not accumulate vacation, sick leave, or step seniority while on leave of absence without pay. The District will not contribute to the employee's retirement fund while the employee is on leave.

Unapproved leave of absence for three (3) days or more will be interpreted as an abandonment of the position. Exceptions may be approved by the Assistant Superintendent, Personnel Services.

Request for a leave of absence must be made in writing and should include the length of time requested and the reasons for the request. Consideration of the request will be based upon the purpose of the leave, possible benefits to the District, recency of other leaves and other factors. If such leave is granted, the employee will be entitled to no salary during such leave; nor

compensation for holidays occurring during such leave; nor shall vacation or sick leave or salary step advancement accrue for that time.

10. A classified employee may use up to 6 days of accrued and available sick leave days within a fiscal year to attend to an illness of a child, parent, spouse, or domestic partner of the employee.
11. A classified employee, who is a parent, guardian or grandparent having custody of one or more children in grades K-12 or attending a licensed day care facility may use up to forty (40) hours of personal leave, vacation or compensatory time off each school year in order to participate in school or day care activities. Such leave shall not exceed eight hours in any month of the school year, and the employee shall give reasonable advance notice of the absence. If both parents of a child are employed at the same work site, this leave shall be allowed for the first parent who applies. Upon request, the employee shall provide documentation from the school or licensed day care facility indicating that he/she participated in school or licensed day care facility activities for the day requested.

- B. Sick Leave. In accordance with Education Code Sections 45190 and 45191, all full-time employees are entitled to sick leave amounting to one (1) day per month. Sick leave is granted to each employee in proportion to the hours per day and months per year he/she works, so long as the employee is considered a regular employee. Accumulation of sick leave is unlimited.

Further, in accordance with Education Code Section 45196, each employee shall once a year be credited with a total of one hundred (100) days of paid sick leave, including the days to which the employee is entitled under the above paragraph. Such days of paid sick leave which are in addition to those under the above paragraph shall be compensated at not less than fifty percent (50%) of the employee's regular salary. This paid sick leave is exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. The paid sick leave provided by this paragraph shall not accumulate from year to year and, if not used in the year in which it is credited, shall be forfeited.

C. Catastrophic Leave

1. A classified bargaining unit member (employee) who is suffering from a catastrophic illness or injury may request donations of "eligible leave credits" (which means vacation leave and sick leave accrued to the donating employee) from other District classified employees\* up to twice each school year (July 1 – June 30) under the catastrophic leave program.
2. For purposes of this agreement, "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee or immediate family member for an extended period of time and taking this extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her fully-paid sick leave and vacation leave. For

purposes of this catastrophic leave program, immediate family shall be defined as the employee's spouse, registered domestic partner, and children/step-children.

3. In order to be eligible for the catastrophic leave program, the employee must have exhausted all current and accumulated fully-paid sick leave and vacation leave entitlement. However, the employee may apply for the leave prior to exhausting all sick leave and vacation leave.
4. It is not the intent of the catastrophic leave program to compensate for 1) work related injury or illness; 2) routine illnesses; and/or 3) routine maternity and/or childcare leave.
5. An employee requesting donated eligible leave credits from the catastrophic leave program must complete the "Catastrophic Leave Request Form" and submit the completed form to the Personnel Services Office. Family members or association representatives may draft a request in cases where the injury or illness prevents the employee from completing the form. The above information shall be confidential in nature and for District Office use only. A copy of the request shall be forwarded to payroll to verify the employee's sick leave balance and eligibility.
6. The District shall publish and post a request notice for donation of sick leave/vacation leave at each District work site, unless the employee requests otherwise. The notice shall specify a window period for receipt of donations of thirty (30) workdays from the date the notice is published. The notice shall include the name of the requesting employee and work site.
7. An employee may donate up to a combined total of ten (10) days of his/her eligible leave credits to each qualifying employee (a "day" is defined as weekly hours divided by 5 days.) However, an employee may not donate eligible leave credits if, as a result of the donation, his/her balance of eligible leave credits falls below fifteen (15) days at the time of donation.
8. Donations of eligible leave credits shall be submitted to the District Personnel Office on a "Catastrophic Leave Donation Form" and shall be irrevocable upon receipt, however, any donated leave that is not utilized will go back to the donating employee. Donated eligible leave credits shall be converted for utilization on an hour-for-hour basis, regardless of the hourly rate of employees donating and receiving the donations. Thus, the recipient shall be paid at his/her regular rate of pay.
9. The application of the donated eligible leave credits shall occur upon the exhaustion of the employee's fully-paid sick leave and vacation leave and prior to the utilization of his/her remaining balance of half-pay days.
10. Donated eligible leave credits shall be deducted one day at a time from each participating employee, rotating through each in alphabetical order,

starting at the beginning of the alphabet in odd years and the end of the alphabet in even years, until the designated sick leave/vacation leave has been depleted.

11. Donated eligible leave credits that are not utilized by the receiving employee during a particular school year shall be returned to the donating employee's accrued leave.
12. The donation of one's eligible sick leave may affect the donating person's retirement service credit under PERS.
13. Both parties agree that the elements and implementation of this Catastrophic Leave Program shall not be subject to the grievance procedure outlined in the Collective Bargaining Agreement.

\* For purposes of this catastrophic leave program, classified managers, supervisors and confidential employees may donate sick leave credits and/or vacations days to bargaining unit members if they desire.

C. Personal Necessity Leave. An employee may use not more than eight (8) days per year of his/her sick leave in cases of personal necessity which shall include the following reasons:

1. Death or serious illness of a member of the employee's immediate family, as defined in Provision I below.
2. Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.
3. Appearance in court as a litigant or as a witness under an official order.
4. Disabling dental or optical conditions which impair the effectiveness on the job as an employee of the District.
5. If the employee wishes to be present at the birth of his child or, if the employee is adopting a child, he/she may be present when the child is delivered to them.
6. Any significant event personal to the employee for which paid leave of absence is not authorized, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the immediate attention of the employee. The specific significant event shall be given in writing to the administrator in charge.

An employee shall not be required to secure advance permission for leave taken for reasons stated in Provisions D.1 and D.2 above. Permission at least two (2) working days in advance shall be required for reasons stated in Provisions D.3 through D.6 above when circumstances are such that it is possible to obtain such permission.

Proof of personal necessity for purposes of this provision shall be a written declaration of the employee that such absence from duty was due to personal necessity within the meaning of this provision. Such declaration shall be delivered to the immediate supervisor within seven (7) days of the first day of such absence. Personal necessity leave shall be a minimum of one-half (½) day when a substitute is called.

Two (2) of the above mentioned eight (8) days may be used for compelling personal need (CPN), as determined by the employee. The employee shall provide at least two (2) working days prior notice to his/her immediate supervisor, prior to utilizing any of these two (2) days. Neither of these CPN days may be used on the last working day prior to any holiday period or on the day immediately following any holiday period. In addition, as to employees assigned to school site(s) or food services, those employees shall not use a CPN day on SIP days or parent conference days.

- D. Quarantine Leaves. Quarantine leave shall not cover a period during which a regular employee is ill. Illness is covered by sick leave. Quarantine leave covers only a period during which quarantine is the only reason for absence from duty.

Any regular employee may be paid full salary for not to exceed ten (10) days during any school year with absence that is caused by unavoidable quarantine or when the absence is at the direction of the authorities of the District because the employee has been in contact with a contagious disease.

Employees requesting pay because of quarantine shall file with the Assistant Superintendent/Personnel an exclusion and readmission card issued by the appropriate County Health officer.

- E. Subpoena Duty Leave. An employee subpoenaed by the court to appear in an action involving the employee as a witness in the interest of the District shall be paid for his/her days in court, plus transportation expenses. Employees shall request payment for this service as a witness when served with the subpoena and such payment shall be given to the District or be deducted from the salary paid to them by the District for the days involved. An employee subpoenaed by the court to appear in any action not involving the District shall not be entitled to his/her regular wage for those days or portions he/she spends away from his/her job unless he/she utilizes those days to which he/she is entitled by Personal Necessity Leave. Notices, summons and subpoenas for court appearances as a witness in the interest of the District shall be submitted to the Personnel Office.

- F. Child Care Leave. Any employee who is the natural or adoptive parent of a child may be entitled to unpaid leave of absence for the purpose of rearing his/her child. Such leave shall be for a maximum period of one (1) year and may be granted at the reasonable discretion of the District upon giving the District four (4) weeks written notice prior to the anticipated date on which the leave is to commence. This provision in no way affects the right of an employee to receive a paid leave of absence to be charged to sick leave pursuant to Provision B above for absence due to disability caused by pregnancy or childbirth.

G. Military Leave. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

H. Jury Duty. Employees shall be granted up to ten (10) days of paid leave to appear in court as jurors and shall be granted paid leave, other than as litigants, to appear in court as witnesses in the interest of the District. If an employee is placed on a jury duty assignment for more than ten (10) days, the employee will be paid for the additional days of jury duty. The Assistant Superintendent of Personnel Services may discuss with the affected employee the practicality of seeking a postponement of jury duty when acceptance would tend to materially disrupt the District's operations.

The employee shall bring written verification of jury duty to the payroll department and turn over to the District any jury or witness fees received. Any day during which an employee whose regular assigned shift commences at 4:00 p.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

I. Bereavement Leave. Employees shall be granted leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of three (3) days, or up to five (5) days if travel to a point more than two hundred (200) miles distant is required to attend the funeral/services. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, grandfather and grandmother of the spouse, son-in-law, daughter-in-law, grandchild, step-parent, stepson, stepdaughter, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or any relative or other person living in the immediate household of the employee.

J. Retraining and Study Leave.

1. A leave of absence for study/retraining may be granted to any employee.
2. Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period, provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
3. Study leave shall not be granted to an individual who has not served at least five (5) consecutive years preceding the granting of the leave.
4. Retraining leave cannot be granted to an individual who has not served at least two (2) consecutive years preceding the granting of the leave.

5. Not more than one (1) study leave of absence shall be granted in each three (3) year period.
6. Not more than one (1) retraining leave of absence shall be granted in each three (3) year period.
7. Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, holiday pay, or other benefits provided under this Agreement.

K. Industrial Accident and Illness Leave. In addition to any other benefits that an employee may be entitled to under the workers' compensation laws of this State, employees shall be entitled to the following benefits:

1. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year and, when any leave will overlap a fiscal year, the employee shall be entitled only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
2. Payment for wages lost on any day shall not when added to an award granted the employee under workers' compensation laws of this State exceed the normal wage for the day.
3. Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this provision has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. However, if an employee is still receiving temporary disability payments under the workers' compensation laws of this State at the time of the exhaustion of benefits under this provision, the employee shall be entitled to use only so much of his/her accumulated and available normal sick and vacation leave which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay.
4. Anytime an employee on industrial accident or illness leave is able to return to work and satisfactorily perform the same work, the employee shall be reinstated in a position in the same classification without loss of status or benefits.

L. Break in Service.

1. No absence under any paid leave provision of this article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
2. No period of unpaid leave of absence of less than one hundred twenty (120) calendar days shall be considered a break in service for the purposes of earning seniority under this Agreement.
3. Upon return from leave, all time during which an individual is in involuntary unpaid status shall be counted for purposes of recall to work not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits.

M. Family Leave. Employees who have been employed for at least one year and worked at least twelve hundred fifty (1250) hours in the previous school year (July 1 through June 30) shall be entitled to up to twelve (12) weeks of unpaid leave during a twelve (12) month period to care for:

1. The employee's newborn child or a child placed with the employee for adoption or foster care;
2. The employee's spouse, child, or parent (including parent-in-law) with a serious health condition; or
3. The employee's serious health condition.

A detailed statement from a licensed physician shall accompany a request for leave under Items 2 and 3 above.

When such leave is foreseeable, an employee shall give the District at least thirty (30) days advance written notice. When the leave is not foreseeable, an employee shall give written notice to the District as soon as the employee is aware of the need for leave.

The District shall continue all group health coverage plans for an employee on such leave at the same level of benefits and under the same conditions that existed while the employee was working. If the District changes a health plan during an employee's leave, the change applies to the employee as if still on the job.

The District may require an employee to sign an agreement regarding his/her intention to return to work. After a leave, the District shall reinstate the employee to the same position or location held before the leave or may transfer or reassign the employee to another position or location in his or her classification. If an employee fails to return to duty at the end of the leave, the employee must reimburse the District for the cost of the benefits.

During the unpaid leave, employees shall not accrue sick leave or any other right to leave, but the leave shall not be considered a break in service for seniority purposes.

In providing this leave benefit, the District shall comply with both the regulations of the Family and Medical Leave Act (FMLA) and applicable California law. The least restrictive language applicable to the employee in either the State or Federal Act shall be used in cases wherein there is a conflict in language between the two.

## ARTICLE XVIII

### TRANSFERS AND VACANCIES

- A. Involuntary Transfers. To insure the efficient operations of the District, the Governing Board may transfer an employee from one position to another in the same class, provided that such action shall not be made for arbitrary or capricious reasons. The transfer shall be made without change in salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit, or in any other manner reflecting adversely upon the rights of the employee. However, transfer shall not be used to alter the incidence of impending layoff. Reasons for any transfer which is not voluntary shall first be discussed with the employee by his/her immediate supervisor.
- B. Voluntary, Lateral Transfers, Promotions, and Vacancies.
1. In the event a position becomes vacant, the District may fill the position by lateral transfer, promotion, voluntary demotion, or outside hire. Before the District considers outside hires as applicants for vacancies, the District will review the qualifications of District employees who apply for the vacancies. Reasonable consideration for promotion will be given to District employees. For purposes of lateral transfers, employees shall be allowed to apply, and shall be considered, consistent with the terms of this Article, regardless of the number of hours they work.
  2. The District shall post a flyer announcing the vacancy for six (6) working days at each job site. All employees may apply in writing for the position. The flyer shall state if the Personnel Office is only accepting applications from employees inside the District.
  3. If a permanent employee in the District is interested in applying for a lateral transfer into an open position in his/her classification, such a request from the employee shall be received in writing by the Assistant Superintendent – Personnel Services before the closing date listed on the job flyer. Such written request shall include the employee's full name, position(s), current school or location, hours worked per week, and the position into which the employee is applying for a lateral transfer. To be considered for such a lateral transfer, an employee shall meet performance expectations on their evaluation and have no formal written disciplinary record within a year of the date of the job closing.
    - a) If four (4) or more employees make a request for a lateral transfer into the same vacancy:
      - 1) The flyer will be pulled.
      - 2) The position will be considered closed to all outside applicants and employees in other classifications.
      - 3) Following an interview process, the position will be filled by one of the employees requesting the lateral transfer.

- b) If less than four (4) employees make a request for a lateral transfer into the same vacancy:
  - 1) The position will remain open to all applicants who meet the qualifications.
  - 2) The employees requesting the lateral transfer will be included in the regular selection process.

- 4. The regular selection process shall be as follows:

The District shall review applications for the vacant position and interview and test when necessary. The District shall select the best qualified person to fill the vacant position. If the District cannot determine, in the exercise of its reasonable discretion, which applicant is the best qualified for the vacant position, an applicant requesting a lateral transfer or a promotion shall be given priority over outside hires. The District shall have the right to reject all applicants and re-advertise and retest for the vacant position.

- 5. The successful applicant shall be notified of his/her selection by the Assistant Superintendent/Personnel or designee.

- C. The District will comply with the requirements of the Americans with Disabilities Act by providing a reasonable accommodation, where appropriate.

## ARTICLE XIX

### SUMMER SCHOOL EMPLOYMENT

- A. Employees who are not normally employed during the months of July and August will have the option of qualifying for employment during the summer school session in the following manner:
1. School Office Positions:
    - School office employees working in the facility where summer school is being conducted will be granted the first opportunity to accept or reject summer school employment. (First the School Office Coordinator, and then the Office Assistant.)
    - If the School Office Coordinator and the School Office Assistant both reject summer school employment in those facilities where summer school is being conducted, then the District will open the position(s) and accept applications from all other employees who work in the school offices of the District as well as Typist Clerks.
  2. Instructional Assistants who apply for summer school in special education positions will be selected and placed in assignments in the following order:
    - a) Instructional Assistant IV
    - b) Instructional Assistant III RSP/SDC
    - c) Health Clerks, District substitute Special Education Instructional Assistants and any other Instructional Assistants.
    - d) Outside applicants.
  3. Assessment of a candidate's qualifications and experience through paper screening and/or the interview process will take place for special education Instructional Assistant positions within a category if the number of applicants exceeds the remaining vacancies. Based on assignment needs, openings will be filled and assigned according to the applicants' paper screening, interview, experience and/or qualifications.
  4. Summer school openings will be posted on all bulletin boards in the District where job openings are posted. Sufficient time will be allowed between posting and the job selection to allow those interested in the job time to apply.
  5. Employees whose performance evaluation indicates "meets expectations" or "exceeds expectations" may apply for summer school employment. To be eligible for such employment, an employee may not have more than two performance areas marked in the "does not meet expectations"

column unless the employee does not meet expectations in any one of the two "Attendance" areas. All applications will be fully and fairly considered by the individual(s) making the selections.

6. Notice of assignment shall be given to Summer School employees one week in advance of the first day of summer school if feasible.

- B. Employees who work summer school shall receive a pro-rated basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year. Prorated vacation and sick leave shall be accumulated in accordance with this Agreement.
- C. Employees who work summer school shall be paid for the July 4 holiday, provided that they are in paid status during any portion of the working day immediately preceding or succeeding the holiday. Notwithstanding the above, an employee not normally assigned to work during summer school cannot be required to perform summer school work.
- D. Employees selected to work during the summer and/or inter-sessions as Instructional Assistants and Office Clerks in non-special education assignments shall be chosen by site administrators based upon the needs of the school program.

## ARTICLE XX

### WAGES

- A. A bonus of five percent (5%) of the employee's base salary shall be paid to all eligible employees who are assigned to a position designated by the District as requiring bilingual skills. Eligibility shall be determined by the District as evidenced by the employee's receiving a passing grade on the reading, written, and verbal language parts of the District administered bilingual tests.
- B. The District shall provide semi-annually in writing to each employee a statement of such employee's accrued and unused sick leave and vacation entitlement.
- C. Any payroll error resulting in insufficient payment for an employee shall be corrected, and a supplemental check issued, not later than five (5) working days after the employee provides notice to the payroll department.
- D. Any employee called during off-duty hours shall be paid for a minimum of two (2) hours at one and one-half (1-1/2) times his/her regular rate. This rule will be applied only to overtime of an emergency nature when the employee has not had notification before the close of the regular work day that such overtime would be requested.
- E. Employees required to work on paid holidays shall be paid in addition to their holiday payment, one and one-half (1-1/2) times their regular rate for the extra hours of work.
- F. Any paycheck for an employee which is lost after receipt or which is not delivered within five (5) days of mailing if mailed, shall be reported to the County on the same or the next business day following the employee's demand of the payroll department for replacement of the check.
- G. An employee required to use his/her vehicle on District business shall be reimbursed at the current IRS rate per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business.
- H. If an employee is reclassified or promoted to a position on a higher salary range, the employee will establish a new anniversary date. If an employee is reclassified or promoted on the first working day of the month, the employee's anniversary date will be the first of the following month. The employee will immediately be placed on the lowest step of the new range which will result in an increase in salary of at least one salary step. The employee will then advance to the next step from the date of newly established anniversary date.
- I. All employees shall be paid twice per month, payable on or before the tenth (10th) and on the twenty-fifth (25th) of the month. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding work day.
- J. The District shall pay to all full-time employees whose regularly assigned shift begins at or after 2:00 p.m. a monthly premium of forty dollars (\$40.00). Any part-time employee

whose regularly assigned shift begins at or after 2:00 p.m. shall be paid a premium which shall be a proration of the forty dollars (\$40.00) to reflect the number of hours regularly worked by the part-time employee.

K. In the event a custodian is required to perform work during his/her regularly scheduled lunch period, the custodian shall be provided compensatory time in accordance with Article XXI, Hours of Employment.

L. A bonus shall be paid to employees for long service recognition as follows:

- 1 - \$35.00 per month after ten (10) years of service
- 2 - \$45.00 per month after fifteen (15) years of service
- 3 - \$55.00 per month after twenty (20) years of service
- 4 - \$65.00 per month after twenty five (25) years of service
- 5 - \$75.00 per month after thirty (30) years of service

M. A bonus of two percent (2%) of the employee's base salary shall be paid to all eligible employees who work part-time and do not receive health and welfare benefits.

N. All employees who are employed by the District as seasonal employees during days that they are not otherwise required to work shall be paid a flat rate of \$10.00 per hour. The District shall also grant unit employees who work as seasonal employees, sick leave accrual and holiday pay benefits in accordance with Leaves of Absence article (B) for sick leave and the Holiday article for holidays for all time worked as seasonal employees.

O. The Instructional Assistants working in the Family Infant Program shall be ten and one-half (10 ½) month employees and work fifteen (15) days in July.

P. Employees working in the specified capacities will receive the following rate of pay:

- \$18.03 for before and after school tutoring
- \$15.91 for attending workshops/training sessions during non-work hours
- \$15.91 for Office Clerks, other than School Office Coordinators and School Office Assistants, during special summer/inter-session programs at the school sites.
- \$13.79 for non-special education Instructional Assistants during special summer/inter-session programs at the school sites.

Q. The compensation for any "Instructional Time and Staff Development Reform Program Day" (Teacher Training Day) shall be \$120 for a qualifying Instructional Assistant who participates in any qualifying training activity scheduled at the discretion of the District. The Instructional Assistant must attend all 7½ hours of the designated training before receiving the \$120 daily stipend. The 7½ hours shall include a lunch break. In addition, the stipend only applies to training sessions applicable to the "Instructional Time and Staff Development Reform Program Day" (Teacher Training Day) State reimbursement.

R. For Instructional Assistants with training in Discrete Trials a bonus of 2.5% of the classified employee's base salary shall be paid to all eligible Instructional Assistants

who are required to use Discrete Trials training for instruction and have met the following criteria:

- A minimum of 16 hours of instruction in the Discrete Trials instructional methodology.
- Eight hours of supervised one-to-one instruction with a student utilizing the Discrete Trials methodology.
- Two months hands-on supervision working with Discrete Trials methodology in a classroom setting.
- A satisfactory rating of utilization of Discrete Trials methodology by a District-approved supervisor.

## ARTICLE XXI

### HOURS OF EMPLOYMENT

- A. The work week for full-time employees shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Provision B below.
- B. All overtime hours, as defined in this provision, shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one (1) day or on any one (1) shift, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement or a regularly assigned starting time or subsequent to the assigned quitting time.
- C. Any employee who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period, on a properly prorated basis.
- D. Differential Pay
1. An employee on temporary assignment performing work in a higher classification shall receive the rate of pay determined by the salary range of the higher classification, commencing on the first day's work in the assignment. The School Office Assistant shall be given the first opportunity to substitute for the School Office Coordinator before anyone else is asked to substitute.
  2. Employees on temporary assignment to a lower classification shall receive their regular rate of pay.
  3. An employee receiving differential compensation on the basis of his/her shift shall not lose the compensation if he/she is temporarily assigned to a shift not entitled to such differential compensation. The rate of pay shall be the differential rate.
- E. The District shall make available at each work site adequate eating area, restroom, and lavatory facilities for employee use.
- F. If an employee's work schedule is such that it does not allow sufficient time to vote in any Federal, State, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without the loss of pay.
- G. All employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Due to the nature of the position for employees whose work

shift begins prior to 7:00 a.m., the time of the day in which the rest periods are taken may be flexible and taken at times mutually agreed upon by the employee and his/her supervisor. Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the employee.

H. Overtime shall be distributed and rotated as equally as is practicable among employees within each department and/or at each work site, as appropriate, who are qualified to do the work. Except in an emergency, when overtime is to be assigned, the employee to be assigned overtime shall be provided notice of such assignment a reasonable time before such overtime is to be worked. An employee shall not work nor be compensated for overtime that is not authorized in advance by his/her supervisor.

I. An employee shall have the option to elect to take compensatory time off in lieu of compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. If the District and the employee cannot agree that compensatory time shall be taken, the District shall pay the employee for all such time at the appropriate overtime rate based on the employee's current rate of pay. Compensatory time off shall be granted at the appropriate rate of overtime.

J. Compensatory time shall be taken at a time mutually acceptable to the employee and the District within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, or the District and the employee cannot agree on a mutually acceptable time, the District shall pay the employee for all such time at the appropriate overtime rate based on the employee's current rate of pay.

K. An employee, in preparation for retirement, shall be granted reasonable release time, not to exceed one (1) day, to consult with PERS counselors.

L. Classified employees who work at least five (5) hours per day are entitled to a non-paid "Duty Free" lunch period of not less than one-half hour (30 minutes) which may occur as far as practical at approximately the mid point of their shift. Although the employee has the right to take a lunch break, he/she cannot refuse to take a lunch break if the employee's services are not needed during lunchtime. In such circumstances, the lunch period shall be designated by the site administrator and shall not exceed forty-five (45) minutes.

M. Although SIP (School Improvement Plan) days and parent conference days are non-student days, instructional assistants and food service workers will be given the opportunity to work on these days. If the employee chooses not to work any of these days, he/she must take a vacation day, use a floating holiday, or be on unpaid status. The employee may not use a compelling personal need (CPN) day on SIP days or parent conference days. A personal necessity may be used only if it meets the established criteria set forth in section C of Article XVII and is approved by the employee's supervisor.

## **ARTICLE XXII**

### **VACATIONS**

- A. All employees shall earn paid vacation time, if any, as provided under this article. Vacation benefits are earned on a fiscal year basis - July 1 through June 30. All employees earn vacation at the rate of one (1) day per month worked. An additional day of paid vacation is earned for each year served, beginning with the sixth (6th) year of service and continuing through the tenth (10th) year, and one (1) further day of paid vacation after fifteen (15) years of service. See Vacation Schedule, Appendix "B".
- B. Vacations shall be scheduled at times requested by employees so far as possible within the District's work requirements. When scheduling vacation leave, an employee shall be encouraged to take his/her vacation leave during periods other than the first five (5) student days and the last five (5) student days of the school year. Requests for vacation time shall be submitted to the employee's immediate supervisor at least two weeks prior to the anticipated vacation.
- C. Pay for vacation days for all employees shall be the same straight-time rate as that which the employee would have received had he/she been in a working status.
- D. When an employee is terminated for any reason, the employee shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- E. If an employee's vacation becomes due during a period when he/she is on leave due to illness or injury, the employee may request that his/her vacation date be changed and the District shall grant such request in accordance with vacation dates available at that time.
- F. When a holiday falls during the scheduled vacation of any employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.
- G. An employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement, without a return to active service, provided the employee supplies notice prior to the proposed effective date of such interruption or termination and promptly supplies supporting information satisfactory to the District regarding the basis for such interruption or termination.
- H. A twelve (12) month employee may carry over up to ten (10) days of earned vacation into the following fiscal year. Election to carry over vacation must be communicated to the District as early as possible within the fiscal year in which the vacation is earned. The right to carry over vacation will be granted to no more than twenty percent (20%) of the total number of employees earning vacation in any one fiscal year. In the event more than twenty percent (20%) of such employees communicate their intention to carry over vacation, the right to carry over shall be granted, as far as practicable, first to those employees who have earned vacation for more than one prior vacation year without carrying over vacation, and next to those employees who communicated their intention to carry over vacation on the earliest date.

- I. Ten (10) month employees shall take vacation only during the time they are on paid status. There shall be no payment made for unused vacation days, nor provisions made for the carry over of unused vacation days.
- J. The District and the Association both recognize that employees are entitled to vacation days and that if employees are not given the opportunity to take vacation, the unused vacation days must be paid for or accumulated for future use. The District and the Association also recognize that if employees, after being given the opportunity to take vacation or after being instructed to do so, fail to take vacation, they shall lose vacation days.
- K. Employees currently working eight and one-half (8-1/2) months shall be considered nine (9) month employees for purposes of establishing vacation. Employees currently working nine and one-half (9-1/2) months shall be considered ten (10) month employees for purposes of establishing vacation. Employees who work ten and one-half (10-1/2) months shall be considered eleven (11) month employees for purposes of establishing vacation.
- L. Classified employees may be advanced vacation before it is earned. If, however, an employee terminates employment with the District, the appropriate amount of salary must be deducted from the final paycheck to pay for all unearned days of vacation taken.

## **ARTICLE XXIII**

### **HOLIDAYS**

- A. Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- B. Employees who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1, or Spring Vacation Day (half day) shall be paid their holiday pay entitlement for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- C. If Good Friday is a workday for a classified employee, he/she shall work a half day/shift and receive compensation for the full day/shift. If Good Friday is also a school day or a regular workday for certificated staff, a classified employee may be requested by his/her supervisor to work additional hours that day beyond his/her half-day/shift. In such case and in addition to the holiday pay for one-half of an employee's work day/shift, an employee shall receive payment or compensation time, at his/her option, equal to one and one-half times the number of additional hours worked in excess of their half-day/shift.
- D. In lieu of a holiday on Admission Day, September 9, all employees shall be granted and paid for one extra holiday during the Christmas break.
- E. The holiday schedules are set forth in Appendix "C".

## ARTICLE XXIV

### BENEFITS

- A. Beginning October 1, 2008, the District shall contribute toward the District medical benefits for employees with 30 or more hours per week the amount equal to the full cost of premiums up to a maximum of the full cost of the premium for the Anthem Blue Cross California Care Family Plan (formerly California Care Family Plan) (See Appendix E). For part-time employees with 20 or more hours but less than 30 hours per week, the District shall contribute toward the District medical benefits on a prorated basis consistent with current practice as outlined in Appendix F. The intent of this provision is that the District contributions for the cost of District-provided medical benefits for classified employees shall be as stated herein for the 2008-2009 and 2009-2010 school years and until otherwise negotiated.
- B. For the life of this Agreement, the District will provide each eligible employee and their dependents with the dental benefits as listed in Appendix "D".
- C. For the life of this Agreement, the District will provide each eligible employee vision coverage as listed in Appendix D. Eligible employees may also purchase vision coverage for their eligible dependents.
- D. For the life of this Agreement, the District will provide each eligible employee with decreasing term life insurance benefits upon which the parties have agreed.
- E. The District and CSEA shall meet and confer if it is necessary for the District to change the carriers who will provide benefit coverage for employees and/or their eligible dependents.
- F. It is understood that only employees on the payroll as of July 1, 1979, who were covered under the tax-sheltered benefit provided under the prior collective bargaining agreement and who elect not to take dependent coverage under this Agreement, shall be permitted to continue such tax-shelter benefit. Employees hired after July 1, 1979, are not entitled to participate in the tax-shelter benefit program.
- G. Employees who are Medi-Care eligible shall be eligible for the District provided Health and Welfare benefits in the same manner as any/all other bargaining unit employees.
- H. Eligible employees who work through the end of the school year (June 30) shall have fringe benefits under the District's fringe benefit program, effective through September 30. New employees, following one (1) month of employment, shall have the District's fringe benefit program effective the tenth (10th) of the following month.
- I. Eligible employees who terminate their employment after working eleven (11) or more days in a given month, shall be under the District's fringe benefit program through the end of the month in which the termination occurs.

J. Eligible employees shall continue to be covered under the District's fringe benefit program through September 30 during the year on which this Agreement terminates.

K. The District shall pay to each employee, after he/she has completed ten (10) years employment with the District, a premium of ten dollars (\$10.00) per month worked. After the employee has completed fifteen (15) years employment with the District, the said premium shall merge into, and not accumulate under, the District's present longevity program.

L. The District shall provide to those employees under the Blue Cross PPO medical plan a Drug Prescription Card which provides limits on employee payments, subject to the terms of the Plan.

M. The District will contribute for all eligible full-time (30 hours or more per week) bargaining unit members who retire during the 2005-2006 and 2006-2007 school year the sum of \$2000 toward the cost of the annual premium for one of the District's medical insurance plans.

The District will contribute for all eligible part-time (20-29 hours per week) bargaining unit members who retire during the 2005-2006 and 2006-2007 school year the sum of \$1000 toward the cost of the annual premium for one of the District's insurance plans.

To be eligible for this benefit, the retiree must have been employed in the District for at least ten (10) consecutive years and must have reached the age of 57 years. An approved leave of absence, paid or unpaid, or a District-instituted layoff shall not be considered a break in service. This payment will be made until the retiree reaches the age of 65 years.

Eligible retirees who have served the District for a minimum of 20 years shall receive an additional \$50 per year towards the cost of benefits for each full year over 20 years for the time period set forth above.

## ARTICLE XXV

### DISCIPLINARY ACTION

A. Dismissal/Demotion/Suspension. A permanent employee of the District shall not be dismissed, demoted, or suspended except for reasonable cause as determined by the Governing Board.

No dismissal, demotion, or suspension shall be taken against any permanent employee for any cause which arose prior to the date upon which the employee became permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could reasonably be assumed that the employee should have disclosed the facts to the appropriate authority in the District.

Probationary employees may be dismissed or demoted for reasonable cause prior to completion of the probationary period. Such disciplinary action may be taken by the appropriate management employee subject to review and concurrence by the Superintendent or designee and approval by the Governing Board. Probationary employees are not entitled to the appeal rights set forth in this article.

A permanent or probationary employee shall not be considered to have been dismissed or demoted until final action is taken by the Governing Board.

B. Dismissal. Dismissal means an involuntary separation from service, initiated by the employee's supervisor and approved by the Governing Board.

C. Demotion. Demotion means an involuntary change in the employee's classification resulting in a reduction in pay rate, either rate per month or rate per hour.

Demotion due to reclassification, when the employee is performing satisfactorily, shall not be considered disciplinary action.

D. Suspension. Suspension means an involuntary absence from work, either with pay or without pay, imposed by the employee's immediate supervisor or the Superintendent or designee and subject to the following conditions:

1. An employee may be suspended with pay by a management employee for up to three (3) working days. The management employee may not impose such suspension until having verbally informed the employee of the specific act(s) or omission(s) causing the suspension. The Superintendent or designee shall immediately be notified of the suspension and shall send a written confirmation to the employee of the suspension.
2. A permanent employee may be suspended without pay by the Superintendent or designee for up to three (3) working days without referring the action to the Governing Board for approval. Prior to such suspension, the employee shall be notified in writing of the specific act(s) or omission(s) causing the suspension and shall be provided the right to a conference with the Superintendent or designee.

3. A permanent employee may be suspended without pay by the Superintendent or designee for up to ten (10) working days, exclusive of days of suspension with pay. Any such suspension shall be referred to the Governing Board for approval at the earliest possible time, but not later than forty-five (45) calendar days after the beginning date of the suspension. All legal requirements and District regulations regarding notice to the affected employee, appeal, and hearing rights shall apply.

E. Cause. A permanent employee may be subject to disciplinary action, i.e. dismissal, demotion, or suspension, only for the following causes:

1. Incompetency, below standard work performance, a pattern of inefficiency, or continued negligence in the performance of assigned duties.
2. Insubordination, including but not limited to refusal to do reasonably assigned work or any other serious breach of discipline.
3. Discourteous, offensive, or abusive conduct toward other employees, students, or the public.
4. Misuse or theft, destruction, or mishandling of District property or property of employees.
5. Offering anything of value; offering any service in exchange for special treatment in connection with the employee's job or employment; or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
6. Possession of opened alcoholic beverage containers, drinking alcoholic beverages, being intoxicated while on the job, or unauthorized use of narcotics or habit forming drugs not prescribed by a licensed physician.
7. Engaging in political or personal activities during assigned hours of employment.
8. Conviction of any felony or crime.
9. Conviction of a sex offense, as defined in Education Code Section 44010, or a narcotics offense, as defined in Education Code Section 44011.
10. Repeated or unexcused absence or tardiness after warning.
11. Abuse of leave privileges.
12. Physical or mental unfitness for service.
13. Knowingly falsifying any information supplied to the District, including but not limited to information supplied on application forms, employment records, and other records.

14. Persistent violation or refusal to obey safety rules or other procedures made applicable to the District by the Governing Board or by any appropriate State or governmental agency.
15. Any willful failure of good conduct tending to injure the public service or its reputation, with particular regard to students.
16. Abandonment of position, which shall be interpreted to mean an absence without continued notification of three (3) days or more, except in case of emergency.
17. Membership in the Communist Party or any other organization which advocates the overthrow of Federal, State, or local government by force, violence, or other unlawful means, as defined in Section 1028 of the Government Code.
18. Willful or persistent violation of District rules and regulations, or adopted and implemented procedures of a division or department, when such procedures are made known to the employee in writing.
19. Refusal to accept changes in shift assignment, working hours, or work location, provided that such changes were made in accordance with District rules and regulations and the employee was given the opportunity to accept a layoff in lieu of shift change.
20. Any other cause which when considered can reasonably be interpreted as negatively affecting, to a significant degree, the purposes and functions of the District, a division, a work site, or the employee.

F. Notice of Disciplinary Action. Prior to formal approval of disciplinary action by the Governing Board, the employee shall be notified of the intention to recommend to the Board that disciplinary action be approved. Such prior notice shall contain:

1. A statement of the charges which have resulted in the recommendation for disciplinary action.
2. A statement of the specific rules and/or regulations that have been violated by the employee.
3. A statement of the facts upon which the charges are based and copies of all relevant written materials supporting the facts.
4. A statement of the employee's right to respond to the charges prior to the time the Governing Board will act on the recommendation.

When the Governing Board has taken action to suspend, demote, or dismiss an employee, the employee shall be notified in writing within ten (10) working days of the disciplinary action. A notice of disciplinary action shall contain:

1. A statement of charges in ordinary and concise language of the specific acts and/or omissions of the employee resulting in the disciplinary action.

2. A statement of the specific rules and/or regulations that have been violated by the employee and the relevant cause(s) for disciplinary action as specified in this article.
3. Copies of all relevant written materials upon which the charges are based.
4. A statement of the employee's right to appeal to the Governing Board for a hearing on the charges.

A notice of disciplinary action shall be accompanied by a card or paper which, if signed by the employee and filed with the personnel office within five (5) working days of receipt of the notice, shall constitute a denial of all the charges and a demand for a hearing.

A notice of disciplinary action shall be handed personally to the employee by the Superintendent or designee, or sent by certified and regular mail. The notification requirement shall be deemed to have been complied with if a copy of the notice is deposited in the United States Post Office, addressed to the employee at the last known mailing address on file in the employee's personnel folder.

For purposes of this regulation, if a notice is mailed, the postmarked date of the notice shall be the official date of notification.

G. Right of Appeal. Upon receipt of notice that the Governing Board has taken action to suspend, demote, or dismiss an employee, the employee may within five (5) working days appeal to the Board for a hearing. An appeal shall be considered to have been made if the employee signs the card or paper provided with the notice, which constitutes a denial of the charges and a demand for a hearing, and files such card or paper with the personnel office within the specified time. A hearing shall be held within a reasonable time period, in accordance with procedures adopted by the Board entitling the employee to a fair evidentiary hearing.

## ARTICLE XXVI

### LAYOFF

A. Reduction in Force/Reemployment. Employees may be laid off due to lack of work or lack of funds. In the event of layoff, the order of layoff within the class shall be determined by seniority. Seniority shall be determined by hire date as a probationary employee for all employees. The employee with the least seniority in the class plus higher classes shall be laid off first. Employees who have been laid off shall have the right of preferential reemployment. Reemployment shall be in the reverse order of layoff. In effecting layoffs, the following rules shall apply:

1. When the Governing Board must lay off employees due to lack of work or lack of funds, other than in cases of an emergency, the affected employees shall be entitled to written notice not less than forth-five (45) calendar days prior to the effective date of the layoff. In cases of emergency, when the District has an actual and existing financial inability to pay salaries of employees resulting from causes not foreseeable or preventable by the Board, the affected employees shall be given notice of layoff any reasonable length of time prior to the effective date of the layoff.
2. In the event of equal seniority, preference shall be given to the employee with the longest total service in the District, determined by date of hire. Order of employment for those employees who have the same date of hire shall be determined by lot.
3. No regular employee shall be laid off from any position while employees serving under short-term appointments are retained in positions under the same classification title, unless the regular employee declines the limited-term position.

B. Displacement Rights (Bumping). A regular employee who is to be laid off may exercise displacement rights (bumping) within his/her classification or in any lower class in which they hold seniority credit greater than an incumbent. The employee to be displaced shall be the one with the least seniority in the class plus higher classes. In determining displacement rights, the following rules shall apply:

1. An employee may displace that person employed under his/her classification who has the least seniority in an equal work schedule. If no employee with less seniority has an equal schedule, an employee may displace the least senior person in his/her classification whose work schedule is closest to the displaced employee's work schedule without bumping into a higher work schedule. In the event that two or more classified employees have the same seniority date within the classification, the advantage shall go to the employee with the greatest overall seniority in the District. If that date is also the same, the employee with the longest total service to the District shall have the advantage.
2. An employee may not displace any employee assigned a higher work schedule.

3. In the event of bumping, an employee in a position requiring specialized skills (bilingualism, Discrete Trials Training) can not be displaced by someone not having those skills.
4. If an employee waives the opportunity to exercise displacement rights, he/she may accept layoff from his/her current classification and be placed on a reemployment list for his/her former classification for a period of thirty-nine (39) months.

C. Reemployment. An employee, after having had the opportunity to exercise all rights guaranteed under this article, who must be laid off will be placed on a preferential reemployment list. An employee will be selected first in reverse order of layoff for the first opening in a position that has a work schedule closest in hours to the employee's current work schedule without being placed in a position with a higher work schedule occurring in the classification in which he/she had seniority. The following rules shall also apply:

1. If an employee is on an eligibility list and is laid off, he/she shall retain that position on the list until he/she is placed.
2. Employees on preferential reemployment lists shall be eligible to compete in promotional examinations for which they qualify.
3. Laid off employees do not accumulate seniority credit while on reemployment lists.

D. Definitions.

1. Preferential Reemployment List - A list of names of persons who have been laid off from regular positions by reason of lack of work or lack of funds, and who are eligible for reemployment without examination in their former class, arranged in order of their rights to reemployment.
2. Higher Work Schedule - Any regular assignment of work which has more hours per day and/or days per week and/or months per year than the current assignment.

E. The decision to layoff is a management right of the District and is not subject to the grievance procedure in this Agreement.

**ARTICLE XXVII**

**STATUS OF AGREEMENT**

- A. This Agreement shall constitute the full and complete agreement between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendments to this Agreement. All prior agreements between the parties, whether written or oral, are hereby merged into this Agreement.
- B. Any individual contract between the District and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. No individual employee or group of employees acting independently of the Association signatory hereto may alter, amend, or modify any of the provisions herein.
- C. The District and the Association state that they have fully and completely bargained over all matters which are within the scope of representation, as described in Section 3543.2 of the Act. Any matter not included in this Agreement is specifically and deliberately excluded and shall not be negotiated during the term of this Agreement, except as to a successive agreement, which shall not take effect until after the expiration of this Agreement according to its terms.
- D. If any one or more of the provisions of this Agreement is found by a court of last resort to be contrary to law, then such provision or application will be invalid only to the extent required by law, but all other provisions or applications shall continue in full force and effect. In such event, the parties shall meet and negotiate within a reasonable time after such determination for the purpose of arriving at a mutually satisfactory replacement, if any, for such provision or provisions.

Signed and entered into this 11th day of May, 2009.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
Chapter #87**

\_\_\_\_\_  
President  
George Pavlis

\_\_\_\_\_  
Past President  
Ivan Pastrano

**EAST WHITTIER CITY SCHOOL DISTRICT**

\_\_\_\_\_  
President, Board of Education  
Paul Gardiner

\_\_\_\_\_  
Superintendent  
Joe Gillentine

<b>East Whittier City School District Classified Bargaining Unit Job Titles by Category</b>	
<b>Series</b>	<b>Range</b>
<b>Clerical, Fiscal, Secretarial &amp; Related Series</b>	
<b><i>Clerical</i></b>	
Clerk	9
District Office Clerk I	13
District Office Clerk II	16
District Office Clerk III	19
Health Clerk	13
Instructional Materials Clerk	13
Library Media Clerk	13
Library Media Clerk II	15
Maintenance and Operations Clerk	18
Purchasing Clerk	20
School Office Assistant	15
Typist Clerk I	11
Typist Clerk II	14
Typist Clerk III	18
<b><i>Fiscal</i></b>	
Account Clerk I	20
Account Clerk II	23
Account Clerk III	25
Accountant	32
Accounting Technician	27
<b><i>Secretarial</i></b>	
Administrative Secretary I	29
Administrative Secretary II	31
School Office Coordinator	26
Secretary I	19
Secretary II	21
Secretary III	23
Secretary IV	25
<b><i>Related</i></b>	
Data Processing Technician	23
Purchasing Agent	25
Student Attendance & Community Resource Specialist	28
Technology Specialist	23

<b>Classified Bargaining Unit Job Titles by Category (con't)</b>	
<b>Series</b>	<b>Range</b>
<b>Grounds, Maintenance, Operations &amp; Related Series</b>	
<b>Grounds</b>	
Grounds Maintenance Worker I	19
Grounds Maintenance Worker II - Lead	23
<b>Maintenance</b>	
Maintenance Worker I	19
Maintenance Worker II	23
Maintenance Worker III	25
Maintenance Worker IV	27
Maintenance Worker - Lead Painter	32
Maintenance Worker Specialist - Carpenter	30
Maintenance Worker Specialist - Electrician	30
Maintenance Worker Specialist - HVAC	30
Maintenance Worker Specialist - Mechanic	30
Maintenance Worker Specialist - Painter	30
Maintenance Worker Specialist - Plumber	30
Maintenance Worker Specialist - Sprinkler	30
Maintenance Worker Specialist - Locksmith	30
<b>Operations</b>	
Custodian I	16
Custodian II	19
Custodian III	22
<b>Related Series</b>	
Reproduction Service Assistant	13
Reproduction Service Technician	24
Storekeeper	24
Warehouse Delivery Worker	20
<b>Nutrition Services</b>	
Food Services Accounting Specialist	25
Food Services Delivery Worker/Custodian	17
Food Services Storekeeper/Delivery Worker	19
Food Services Central Kitchen Lead Worker	18
Food Services Central Kitchen Worker I	5
Food Services Central Kitchen Worker II	7
Food Services Central Kitchen Worker III	13
Food Services Central Kitchen Worker IV	16
Food Services School Worker I - Elementary	5
Food Services School Worker II- Middle	5
Lead Food Services School Worker I - Elementary	12
Lead Food Services School Worker II - Middle	14

<b>Classified Bargaining Unit Job Titles by Category (con't)</b>	
<b>Series</b>	<b>Range</b>
<b>Instructional Assistance &amp; Related Series</b>	
<b><i>Instructional Assistant</i></b>	
Instructional Assistant I	8
Instructional Assistant I - ESL	8
Instructional Assistant II - Art	10
Instructional Assistant II - Bilingual	10
Instructional Assistant II - Opportunity	10
Instructional Assistant II - PE	10
Instructional Assistant II - Science	10
Instructional Assistant II - Technology	10
Instructional Assistant III - RSP/SDC	12
Instructional Assistant IV- OH	14
Instructional Assistant IV- SH	14
Multi Media Assistant	12
<b><i>Related</i></b>	
Community Liaison - Bilingual	10
Licensed Vocational Nurse (LVN)	30
Parent Education/ESL Facilitator - Bilingual	10
Speech & Language Pathology Assistant	25
<b>Miscellaneous</b>	
Campus Security	17

**EAST WHITTIER CITY SCHOOL DISTRICT**  
**2008-2009 Salary Schedule A**  
Classified Employees in the Bargaining Unit  
Effective July 1, 2007

<b>Step/ Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	
1	\$1,918 11.07	\$2,005 11.57	\$2,101 12.12	\$2,201 12.70	\$2,307 13.31	\$2,416 13.94	Month Hour
2	\$1,959 11.30	\$2,050 11.83	\$2,153 12.42	\$2,253 13.00	\$2,363 13.63	\$2,470 14.25	Month Hour
3	\$2,005 11.57	\$2,101 12.12	\$2,201 12.70	\$2,307 13.31	\$2,416 13.94	\$2,532 14.61	Month Hour
4	\$2,051 11.83	\$2,148 12.39	\$2,253 13.00	\$2,363 13.63	\$2,472 14.26	\$2,588 14.93	Month Hour
5	\$2,101 12.12	\$2,201 12.70	\$2,307 13.31	\$2,416 13.94	\$2,532 14.61	\$2,651 15.29	Month Hour
6	\$2,148 12.39	\$2,253 13.00	\$2,363 13.63	\$2,472 14.26	\$2,588 14.93	\$2,711 15.64	Month Hour
7	\$2,201 12.70	\$2,307 13.31	\$2,416 13.94	\$2,532 14.61	\$2,651 15.29	\$2,778 16.03	Month Hour
8	\$2,253 13.00	\$2,363 13.63	\$2,472 14.26	\$2,590 14.94	\$2,710 15.63	\$2,843 16.40	Month Hour
9	\$2,307 13.31	\$2,416 13.94	\$2,532 14.61	\$2,651 15.29	\$2,778 16.03	\$2,912 16.80	Month Hour
10	\$2,363 13.63	\$2,472 14.26	\$2,588 14.93	\$2,711 15.64	\$2,843 16.40	\$2,984 17.22	Month Hour
11	\$2,416 13.94	\$2,532 14.61	\$2,651 15.29	\$2,778 16.03	\$2,912 16.80	\$3,048 17.58	Month Hour
12	\$2,472 14.26	\$2,590 14.94	\$2,710 15.63	\$2,843 16.40	\$2,979 17.19	\$3,119 17.99	Month Hour
13	\$2,532 14.61	\$2,651 15.29	\$2,778 16.03	\$2,912 16.80	\$3,048 17.58	\$3,190 18.40	Month Hour
14	\$2,588 14.93	\$2,711 15.64	\$2,843 16.40	\$2,984 17.22	\$3,117 17.98	\$3,265 18.84	Month Hour
15	\$2,651 15.29	\$2,776 16.02	\$2,908 16.78	\$3,053 17.61	\$3,190 18.40	\$3,339 19.26	Month Hour
16	\$2,710 15.63	\$2,843 16.40	\$2,979 17.19	\$3,119 17.99	\$3,265 18.84	\$3,421 19.74	Month Hour
17	\$2,778 16.03	\$2,912 16.80	\$3,048 17.58	\$3,190 18.40	\$3,341 19.28	\$3,501 20.20	Month Hour
18	\$2,843 16.40	\$2,979 17.19	\$3,119 17.99	\$3,265 18.84	\$3,421 19.74	\$3,587 20.69	Month Hour
19	\$2,912 16.80	\$3,048 17.58	\$3,190 18.40	\$3,341 19.28	\$3,501 20.20	\$3,661 21.12	Month Hour
20	\$2,979 17.19	\$3,119 17.99	\$3,265 18.84	\$3,421 19.74	\$3,587 20.69	\$3,755 21.66	Month Hour

Step/ Range	1	2	3	4	5	6	
21	\$3,048 17.58	\$3,190 18.40	\$3,341 19.28	\$3,501 20.20	\$3,661 21.12	\$3,840 22.15	Month Hour
22	\$3,119 17.99	\$3,265 18.84	\$3,421 19.74	\$3,587 20.69	\$3,755 21.66	\$3,934 22.70	Month Hour
23	\$3,195 18.43	\$3,339 19.26	\$3,501 20.20	\$3,670 21.17	\$3,842 22.17	\$4,028 23.24	Month Hour
24	\$3,268 18.85	\$3,420 19.73	\$3,585 20.68	\$3,756 21.67	\$3,934 22.70	\$4,119 23.76	Month Hour
25	\$3,341 19.28	\$3,501 20.20	\$3,661 21.12	\$3,840 22.15	\$4,024 23.22	\$4,216 24.32	Month Hour
26	\$3,421 19.74	\$3,587 20.69	\$3,755 21.66	\$3,934 22.70	\$4,116 23.75	\$4,311 24.87	Month Hour
27	\$3,501 20.20	\$3,661 21.12	\$3,840 22.15	\$4,024 23.22	\$4,216 24.32	\$4,412 25.45	Month Hour
28	\$3,583 20.67	\$3,746 21.61	\$3,931 22.68	\$4,116 23.75	\$4,311 24.87	\$4,517 26.06	Month Hour
29	\$3,666 21.15	\$3,834 22.12	\$4,024 23.22	\$4,217 24.33	\$4,413 25.46	\$4,620 26.65	Month Hour
30	\$3,755 21.66	\$3,925 22.64	\$4,116 23.75	\$4,312 24.88	\$4,518 26.07	\$4,730 27.29	Month Hour
31	\$3,842 22.17	\$4,019 23.19	\$4,217 24.33	\$4,413 25.46	\$4,621 26.66	\$4,844 27.95	Month Hour
32	\$3,934 22.70	\$4,113 23.73	\$4,312 24.88	\$4,518 26.07	\$4,731 27.29	\$4,955 28.59	Month Hour
33	\$4,027 23.23	\$4,210 24.29	\$4,413 25.46	\$4,624 26.68	\$4,842 27.93	\$5,071 29.26	Month Hour
34	\$4,122 23.78	\$4,308 24.85	\$4,517 26.06	\$4,732 27.30	\$4,955 28.59	\$5,191 29.95	Month Hour
35	\$4,219 24.34	\$4,409 25.44	\$4,623 26.67	\$4,843 27.94	\$5,071 29.26	\$5,313 30.65	Month Hour

Long Service Recognition for Classified Employees: (Effective Aug 1, 2006)

\$35.00 per month after 10 years of service	\$65.00 per month after 25 years of service
\$45.00 per month after 15 years of service	\$75.00 per month after 30 years of service
\$55.00 per month after 20 years of service	

Bilingual Employees:

A bonus of 5% of the classified employee's base salary shall be paid to all eligible classified employees who are assigned to bilingual classrooms or who provide the District required bilingual support services. Eligibility shall be determined by the District as evidenced by the employee's receiving a passing grade on the reading, written, and verbal language parts of the District-administered bilingual tests.

(The 5% bonus is already included in the salary of the position of Instructional Assistant II-Bilingual and Community Liaison-Bilingual.)

Discrete Trials Bonus: (Effective January 1, 2003)

A bonus of 2.5% will be paid to all eligible Instructional Assistants who are required to use Discrete Trials training for instruction and have met the criteria as outlined in Article XX, Wages, Section S.

Night Differential:

Custodian I (Range 16) will be given an additional \$40.00 per month (or proration of same) for assigned shifts beginning at or after 2:00 p.m.

Salary Schedule A - Classified

Effective July 1, 2007

Adopted 1-14-08

**EAST WHITTIER CITY SCHOOL DISTRICT  
2008-2009 Salary Schedule B**

\*Salary Schedule for Classified Part-Time Employees  
in Bargaining Unit Who Earn an Additional 2%  
Effective July 1, 2007

<b>Step/ Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	
1	\$1,955 11.28	\$2,046 11.80	\$2,141 12.35	\$2,247 12.96	\$2,353 13.58	\$2,463 14.21	Month Hour
2	\$1,999 11.53	\$2,092 12.07	\$2,194 12.66	\$2,298 13.26	\$2,409 13.90	\$2,517 14.52	Month Hour
3	\$2,046 11.80	\$2,141 12.35	\$2,247 12.96	\$2,353 13.58	\$2,463 14.21	\$2,582 14.90	Month Hour
4	\$2,093 12.08	\$2,190 12.63	\$2,298 13.26	\$2,409 13.90	\$2,521 14.54	\$2,641 15.24	Month Hour
5	\$2,141 12.35	\$2,247 12.96	\$2,353 13.58	\$2,463 14.21	\$2,582 14.90	\$2,702 15.59	Month Hour
6	\$2,190 12.63	\$2,298 13.26	\$2,409 13.90	\$2,521 14.54	\$2,641 15.24	\$2,766 15.96	Month Hour
7	\$2,247 12.96	\$2,353 13.58	\$2,463 14.21	\$2,582 14.90	\$2,702 15.59	\$2,837 16.37	Month Hour
8	\$2,298 13.26	\$2,409 13.90	\$2,521 14.54	\$2,642 15.24	\$2,765 15.95	\$2,898 16.72	Month Hour
9	\$2,353 13.58	\$2,463 14.21	\$2,582 14.90	\$2,702 15.59	\$2,837 16.37	\$2,972 17.15	Month Hour
10	\$2,409 13.90	\$2,521 14.54	\$2,641 15.24	\$2,766 15.96	\$2,898 16.72	\$3,044 17.56	Month Hour
11	\$2,463 14.21	\$2,582 14.90	\$2,702 15.59	\$2,837 16.37	\$2,972 17.15	\$3,109 17.94	Month Hour
12	\$2,521 14.54	\$2,642 15.24	\$2,765 15.95	\$2,898 16.72	\$3,041 17.54	\$3,184 18.37	Month Hour
13	\$2,582 14.90	\$2,702 15.59	\$2,837 16.37	\$2,972 17.15	\$3,109 17.94	\$3,255 18.78	Month Hour
14	\$2,641 15.24	\$2,766 15.96	\$2,898 16.72	\$3,044 17.56	\$3,181 18.35	\$3,330 19.21	Month Hour
15	\$2,702 15.59	\$2,834 16.35	\$2,968 17.12	\$3,115 17.97	\$3,255 18.78	\$3,408 19.66	Month Hour
16	\$2,765 15.95	\$2,898 16.72	\$3,041 17.54	\$3,184 18.37	\$3,330 19.21	\$3,488 20.12	Month Hour
17	\$2,837 16.37	\$2,972 17.15	\$3,109 17.94	\$3,255 18.78	\$3,409 19.67	\$3,571 20.60	Month Hour
18	\$2,898 16.72	\$3,041 17.54	\$3,184 18.37	\$3,330 19.21	\$3,488 20.12	\$3,659 21.11	Month Hour
19	\$2,972 17.15	\$3,109 17.94	\$3,255 18.78	\$3,409 19.67	\$3,571 20.60	\$3,734 21.54	Month Hour
20	\$3,041 17.54	\$3,184 18.37	\$3,330 19.21	\$3,488 20.12	\$3,659 21.11	\$3,829 22.09	Month Hour

Step/ Range	1	2	3	4	5	6	
21	\$3,109 17.94	\$3,255 18.78	\$3,409 19.67	\$3,571 20.60	\$3,734 21.54	\$3,914 22.58	Month Hour
22	\$3,184 18.37	\$3,330 19.21	\$3,488 20.12	\$3,659 21.11	\$3,829 22.09	\$4,014 23.16	Month Hour
23	\$3,261 18.81	\$3,408 19.66	\$3,571 20.60	\$3,742 21.59	\$3,919 22.61	\$4,109 23.71	Month Hour
24	\$3,333 19.23	\$3,487 20.12	\$3,658 21.10	\$3,830 22.10	\$4,014 23.16	\$4,202 24.24	Month Hour
25	\$3,409 19.67	\$3,571 20.60	\$3,734 21.54	\$3,914 22.58	\$4,106 23.69	\$4,299 24.80	Month Hour
26	\$3,488 20.12	\$3,659 21.11	\$3,829 22.09	\$4,014 23.16	\$4,199 24.23	\$4,399 25.38	Month Hour
27	\$3,571 20.60	\$3,734 21.54	\$3,914 22.58	\$4,106 23.69	\$4,299 24.80	\$4,500 25.96	Month Hour
28	\$3,654 21.08	\$3,823 22.06	\$4,007 23.12	\$4,199 24.23	\$4,399 25.38	\$4,608 26.58	Month Hour
29	\$3,739 21.57	\$3,909 22.55	\$4,106 23.69	\$4,300 24.81	\$4,501 25.97	\$4,711 27.18	Month Hour
30	\$3,829 22.09	\$4,000 23.08	\$4,199 24.23	\$4,400 25.38	\$4,609 26.59	\$4,823 27.83	Month Hour
31	\$3,919 22.61	\$4,103 23.67	\$4,300 24.81	\$4,501 25.97	\$4,712 27.18	\$4,937 28.48	Month Hour
32	\$4,014 23.16	\$4,195 24.20	\$4,400 25.38	\$4,609 26.59	\$4,825 27.84	\$5,053 29.15	Month Hour
33	\$4,109 23.71	\$4,294 24.77	\$4,503 25.98	\$4,718 27.22	\$4,938 28.49	\$5,171 29.83	Month Hour
34	\$4,205 24.26	\$4,395 25.36	\$4,609 26.59	\$4,829 27.86	\$5,054 29.16	\$5,293 30.54	Month Hour
35	\$4,304 24.83	\$4,498 25.95	\$4,718 27.22	\$4,942 28.51	\$5,172 29.84	\$5,418 31.26	Month Hour

Long Service Recognition for Classified Employees: (Effective Aug 1, 2006)

\$35.00 per month after 10 years of service

\$65.00 per month after 25 years of service

\$45.00 per month after 15 years of service

\$75.00 per month after 30 years of service

\$55.00 per month after 20 years of service

Bilingual Employees:

A bonus of 5% of the classified employee's base salary shall be paid to all eligible classified employees who are assigned to bilingual classrooms or who provide the District required bilingual support services. Eligibility shall be determined by the District as evidenced by the employee's receiving a passing grade on the reading, written, and verbal language parts of the District-administered bilingual tests.

(The 5% bonus is already included in the salary of the position of Instructional Assistant II-Bilingual and Community Liaison-Bilingual.)

Discrete Trials Bonus: (Effective January 1, 2003)

A bonus of 2.5% will be paid to all eligible Instructional Assistants who are required to use Discrete Trials training for instruction and have met the criteria as outlined in Article XX, Wages, Section S.

Night Differential:

Custodian I (Range 16) will be given an additional \$40.00 per month (or proration of same) for assigned shifts beginning at or after 2:00 p.m.

Salary Schedule B - Classified Part-Time Employees in Bargaining Unit Who Earn an Additional 2%

Adopted 1-14-08

VACATION SCHEDULE

No. of Months Worked per Year	Base Vacation Days	After the following yrs					Total Days	
		6	7	8	9	10	After 10 Yr	After 15 Yr
9.5-Month Employee	10	1	1	1	1	1	15	16
10-Month Employee	10	1	1	1	1	1	15	16
10.5-Month Employee	11	1	1	1	1	1	16	17
11-Month Employee	11	1	1	1	1	1	16	17
12-Month Employee	12	1	1	1	1	1	17	18

A vacation day is based upon the hours an employee works each day.

An employee who works eight hours each day earns an 8-hour vacation day for each month worked.

An employee who works six hours each day earns a 6-hour vacation day for each month worked.

An employee who works three hours each day earns a 3-hour vacation day for each month worked.

HOLIDAY SCHEDULE

Whenever any of the approved holidays fall on a Sunday, the following Monday shall be deemed to be the holiday.

Whenever any of the approved holidays fall on a Saturday, the preceding Friday shall be deemed to be the holiday.

## DISTRICT HOLIDAYS

Holiday	2008-2009	2009-2010	2010-2011
Independence Day	Friday July 4	Friday July 3	Monday July 5
Labor Day	Monday September 1	Monday September 7	Monday September 6
Veteran's Day	Tuesday November 11	Wednesday November 11	Thursday November 11
Thanksgiving Holidays	Thurs/Friday November 27/28	Thurs/Friday November 26/27	Thurs/Friday November 25/26
Christmas Holidays	Wed, Dec. 24 Thursday, Dec. 25	Thursday, Dec. 24 Friday, Dec. 25	Thursday, Dec. 23 Friday, Dec. 24
In Lieu of Admission Day	Friday December 26	Monday December 28	Monday December 27
New Year's Holidays	Wed, Dec. 31 Thursday, Jan. 1	Thursday, Dec. 31 Friday, Jan. 1	Thursday, Dec. 30 Friday, Dec. 31
Martin Luther King's B'day	Monday January 19	Monday January 18	Monday January 17
Lincoln's Birthday	Monday February 9	Monday February 8	Monday February 14
Washington's Birthday	Monday February 17	Monday February 15	Monday February 21
Spring Vacation	April 6 - 10	April 5 - 9	April 18 - 22
Memorial Day	Monday May 25	Monday May 31	Monday May 30
Floating Holiday	Employee's birthday or another day by arrangement with the employee's supervisor		

EAST WHITTIER CITY SCHOOL DISTRICT  
INSURANCE BENEFITS

ALL eligible Classified employees are eligible to enroll in Anthem Blue Cross of Calif., CaliforniaCare or Kaiser Permanente Medical Plans.

1. Anthem Blue Cross Prudent Buyer Incentive Plan and fee for service:

Benefits are provided after the member satisfies the \$200 deductible or \$400 deductible per family for the calendar year. After your deductible is satisfied, your charges are payable at 90% of the hospital and medical services if you use a Prudent Buyer participating provider. If you do not use a participating provider, your hospital and medical services are only payable at 60% of customary and reasonable charges after the deductible is met. The Prudent Buyer Plan and fee for service plan is a combination plan with Blue Cross of Calif.

Prescriptions are payable at \$10/\$5 at participating pharmacies or employee can use the mail service prescription drug program.

Maximum benefits for mental or nervous disorder and substance abuse are outlined in the Blue Cross of Calif. Benefit Certificate of coverage.

CaliforniaCare - The HMO from Anthem Blue Cross (eff. 10-1-92)

When you enroll in CaliforniaCare, you select a Participating Medical Group to care for you and your dependent/s. Your Participating Medical Group is the center for all your health care needs. Therefore, you must obtain all your medical care, including routine, referral, and follow-up care through your selected Medical Group. A directory of Participating Medical Groups can be found on Anthem's website [www.anthem.com/ca](http://www.anthem.com/ca). A printed directory will be provided upon request if available.

There is no deductible, and most services are payable at 100%, including hospital services. You must also use the hospital your selected Participating Medical Group is contracted with. Prescriptions will cost you \$2.00 to \$5.00 per prescription at participating pharmacies. See Exclusions and Limitations in Prescription Drug Program Booklet.

Kaiser Permanente

When you enroll in Kaiser Permanente, all of your hospital and medical care must be provided by Kaiser Permanente. A list of groups and coverage is enclosed in your Kaiser packet of information.

There is no deductible, and most services are payable at 100%. Prescription cost is \$5.00 per prescription at Kaiser Permanente pharmacies. Kaiser Permanente is committed to preventive care and offers routine examinations, well-child care, checkups, and vision and hearing tests.

2. Dental Insurance - Anthem Blue Cross Dental Net - Delta Dental Plan of California

The District will pay all of the dental insurance premium for employee and dependents. The following is a brief description of the dental plans:

Anthem Blue Cross Dental Net HMO Plan

Dental services are provided through a network of Participating Dental Groups contracting with Blue Cross of Calif. You must always use you selected dental group for all services. There is no deductible, and some services are payable at 100%. There is a "Co-Pay" charge for some dental procedures. Co-Pay means you share the cost of the dental service on an inexpensive basis. A list of Participating Dental Groups can be found in your dental booklet. There is no dollar maximum with Dental Net.

Delta Dental PPO Plan of California

Under this program, you can visit any dentist you choose. This dental plan provides benefits for 50% to 100% of the cost of most dental services, depending on the services rendered, when performed by a licensed dentist. Dentists who are members with Delta Dental have agreed to stay within Delta Dental's fee schedule.

There is no deductible to be met. Covered services are paid at a percentage of "usual, customary and reasonable" charges. Each calendar year, benefit payment continues until up to \$2,000 has been paid by Delta Dental Plan of Calif. This is the maximum amount payable for each calendar year by Delta.

Part-time employees who work 20 but less than 30 hours per week must enroll in the medical insurance plan in order to obtain dental insurance and vision plan.

3. Decreasing Term Life Insurance

The district will pay the full premium for the life insurance for all eligible employees, full time or part time, regardless if the part-time employee does or does not sign for the medical insurance. A policy and booklet explaining coverage will be given you upon enrollment.

4. Vision Service Plan (VSP) - effective 3-1-91  
Employee only

See attached for explanation of coverage.

## Vision Service Plan (VSP)

### WHAT IS COVERED?

The following benefits are covered in full, less a \$25 deductible, per calendar year, when provided by a VSP member doctor:

- Vision Examination - The vision plan will cover a complete eye examination every 12 months.
- Lenses - If the eye examination determines the need for corrective lenses, the VSP doctor will order the proper lenses from an approved optical laboratory. New lenses are covered every 12 months. Patients choosing cosmetic items such as blended, coated, tinted and oversized lenses pay a nominal surcharge to the VSP doctor.
- Frames - VSP covers a new frame every 12 months. Patients choose from a wide selection of fully covered frames. More expensive frame styles are also available under the plan for an additional charge.
- Contact Lenses - When patients elect contact lenses for cosmetic reasons in lieu of glasses, VSP will make a maximum allowance of \$120 towards their purchase. Contact lenses would be covered in place of lenses and frames benefits for that eligibility period. If the doctor determines that contact lenses are medically necessary and secures prior approval from VSP, they are covered in full less the deductible.

### ARE SERVICES FROM NON-MEMBER DOCTORS COVERED?

Yes. While 90% of VSP's claims come from member doctors, you can receive services from any eye doctor or optician of your choice. Claims from non-member providers are reimbursed according to the following schedule of allowances:

Eye examination	\$ 45	Trifocal	\$ 85
Single Vision	\$ 45	Bifocal	\$ 65
Frame	\$ 47		
Elective Contacts	\$105 (in lieu of exam, lenses and frame)		

### HOW DO I USE THE VISION PLAN?

You are no longer required to fill out a form to obtain authorization to use your VSP vision care benefits. When calling the doctor's office for an appointment, identify yourself as a VSP patient. Indicate that East Whittier City School District provides you benefits, and provide your VSP identification number ( which is your social security number). The VSP participating doctor may now obtain the necessary authorization and information about your eligibility and coverage.

## East Whittier City School District

### Classified Employee

Employee who works 30 to 40 hours per week

*An employee can decline Medical & Dental insurance. Regardless if they decline, the employee is entitled to Life insurance. The following are the Premium rates effective **October 1, 2008** and the **Cost** to the employee beginning with September 2008 earnings.*

<u>Anthem Blue Cross PPO</u>	<u>Premium</u>	<u>District Cost</u>	<u>Employee Cost</u>
Employee	\$ 1001.15	\$ 1001.15	\$ -0-
Employee + 1	\$ 1491.41	\$ 1345.57	<b>\$ 145.84</b>
Employee + 2 or more	\$ 1755.66	\$ 1345.59	<b>\$ 410.09</b>

### Anthem Blue Cross - California Care HMO

Employee	\$ 728.75	\$ 728.75	\$ -0-
Employee + 1	\$ 1143.62	\$ 1143.62	\$ -0-
Employee + 2 or more	\$ 1345.57	\$ 1345.57	\$ -0-

### Kaiser Permanente – HMO

Employee	\$ 479.81	\$ 479.81	\$ -0-
Employee + 1	\$ 959.62	\$ 959.62	\$ -0-
Employee + 2 or more	\$ 1357.90	\$ 1345.57	<b>\$ 12.33</b>

*The monthly cap is **\$ 1345.57** for a Classified employee.*

### Dental Insurance (Composite Dental Rates) – Effective October 1, 2008

Delta Dental PPO \$ 91.29

Anthem Blue Cross - Dental Net HMO \$ 35.98

*The District will pay premium for active employees and their eligible dependents.*

### VSP - VISION Insurance – Effective October 1, 2008

	<u>Premium</u>	<u>District Cost</u>	<u>Employee Cost</u>
Employee	\$ 10.18	\$ 10.18	\$ -0-
Employee + 1	\$ 15.71	\$ 10.18	<b>\$ 5.53</b>
Employee + 2 or more	\$ 28.17	\$ 10.18	<b>\$ 17.99</b>

*The District will pay the premium for the employee; dependent coverage is optional and paid by the employee.*

### Please Note – Section 125 Plan

*If an employee pays a portion of their Medical, Dental or Vision premiums they are **automatically** enrolled in the Section 125 Plan of the Internal Revenue Code which allows an employee to pay their portion of the premiums with pre-tax dollars. If you want to opt out of the 125 Plan you must complete a form.*

## East Whittier City School District

### Classified Part-Time Employee

Employee who works 20 hours but less than 30 hours per week

*Employee must elect to buy into the Medical insurance in order to obtain Dental and Vision insurance. Employee is entitled to life insurance regardless if they buy into Medical insurance. The following are the Premium rates effective **October 1, 2008** and the **Cost** to the employee beginning with September 2008 earnings.*

<u>Anthem Blue Cross PPO</u>	<u>Premium</u>	<u>District Cost</u>	<u>Employee Cost</u>
Employee	\$ 1,001.15	\$ 500.58	<b>\$ 500.57</b>
Employee + 1	\$ 1,491.41	\$ 672.79	<b>\$ 818.62</b>
Employee + 2 or more	\$ 1,755.66	\$ 672.79	<b>\$1,082.87</b>

### Anthem Blue Cross - California Care HMO

Employee	\$ 728.75	\$ 364.38	<b>\$ 364.37</b>
Employee + 1	\$ 1,143.62	\$ 571.81	<b>\$ 571.81</b>
Employee + 2 or more	\$ 1,345.57	\$ 672.79	<b>\$ 672.78</b>

### Kaiser Permanente – HMO

Employee	\$ 479.81	\$ 239.91	<b>\$ 239.90</b>
Employee + 1	\$ 959.62	\$ 479.81	<b>\$ 479.81</b>
Employee + 2 or more	\$ 1,357.90	\$ 672.79	<b>\$ 685.11</b>

The monthly cap is **\$ 1,345.57** for a Classified employee. Maximum District paid for part-time employee is one-half of this amount, which equals **\$ 672.79**

### Dental Insurance (Composite Dental Rates) – Effective **October 1, 2008**

<u>Delta Dental PPO</u>	\$ 91.29
<u>Anthem Blue Cross - Dental Net HMO</u>	\$ 35.98

*The District will pay premium for active employees and their eligible dependents.*

### VSP - VISION Insurance – Effective **October 1, 2008**

	<u>Premium</u>	<u>District Cost</u>	<u>Employee Cost</u>
Employee	\$ 10.18	\$ 10.18	\$ -0-
Employee + 1	\$ 15.71	\$ 10.18	<b>\$ 5.53</b>
Employee + 2 or more	\$ 28.17	\$ 10.18	<b>\$ 17.99</b>

*The District will pay the premium for the employee; dependent coverage is optional and paid by the employee.*

### Please Note – Section 125 Plan

*If an employee pays a portion of their Medical, Dental or Vision premiums they are **automatically** enrolled in the Section 125Plan of the Internal Revenue Code which allows an employee to pay their portion of the premiums with pre-tax dollars. If you want to opt out of the 125Plan you must complete a form.*

EAST WHITTER CITY SCHOOL DISTRICT INSTRUCTIONAL CALENDAR FOR INFANT FAMILY PROGRAM 2009-2010						
SCHOOL MONTHS	M	T	W	TH	F	DAYS TAUGHT
SUMMER July 13, 2009 July 31, 2009	6	7	8	9	10	15
	13	14	15	16	17	
	20	21	22	23	24	
August 2009 non working month						
	24fw	25	26	27fw	28fw	
FIRST August 31, 2009 September 25, 2009	31fw	1w	2	3	4	17
	7*	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
SECOND September 28, 2009 October 23, 2009	28	29	30	1	2	20
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
THIRD October 26, 2009 November 20, 2009	26	27	28	29	30#	18
	2mc	3mc	4mc	5mc	6mc	
	9	10	11*	12	13	
	16	17	18	19	20	
FOURTH November 23, 2009 December 18, 2009	23	24	25x	26*	27*	17
	30	1	2	3	(4)	
	7	8	9	10	11	
	14	15	16	17	18	
FIFTH December 21, 2009 January 15, 2010	21x	22x	23x	24*	25*	9
	28x	29x	30x	31*	1*	
	4	5	6	7	8	
	11	12	13	14	15	
SIXTH January 18, 2010 February 12, 2010	18*	19	20	21	22	18
	25	26	27	28	29	
	1	2	3	4	5	
	8*	9	10	11	12	
SEVENTH February 15, 2010 March 12, 2010	15*	16	17	18	19	19
	22	23	24	25	26	
	1	2	3	4	5	
	8	9	10	11	12	
EIGHTH March 18, 2010 April 9, 2010 <b>Easter 4/4/10</b>	15	16	17	18	(19)	15
	22	23	24	25	26mc/t	
	29mc	30mc	31mc	1mc/t	2m	
	5x	6x	7x	8x	9x	
NINTH April 15, 2010 May 7, 2010	12	13	14	15	16	20
	19	20	21	22	23	
	26	27	28	29	30	
	3	4	5	6	7	
TENTH May 10, 2010 June 4, 2010	10	11	12	13	14	19
	17	18	19	20	21	
	24	25	26	27	28	
	31*	1	2	3	4	
ELEVENTH June 7, 2010 June 18, 2010	7	8	9	10	11	8
	14	15	16m	17h		
Total						195

■ - 1st Day of School

\* - Holiday

x - Non-Student Day

c - Classified Holiday (Admissions Day)

( ) - Trimester Ends

□ - Teacher Training Day

(Mandatory workday for teachers - non-student day)

m - Minimum Day

mc - Minimum Day for Parent Conferences

# - Parent Conference Day

w - Work Day - Teachers

t - Three-quarter workday for Middle School Tchrs only

h - Half workday for Middle School Tchrs only

fw - Floating Work Day - Teachers/Psych/Couns/Nurses  
(Chooses one of these days to work)

EAST WHITTIER CITY SCHOOL DISTRICT

Unscheduled     Annual   
 Probationary  <sup>3</sup>     <sup>6</sup>     <sup>9</sup>    Final

CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

Name \_\_\_\_\_

Class Title \_\_\_\_\_

School/Department \_\_\_\_\_

	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	Does Not Apply
<b>ATTENDANCE</b>				
Observance of work hours				
Attendance				
<b>WORK CHARACTERISTICS</b>				
Compliance with procedures/safety rules/directions				
Operation and care of district property/equipment				
Efficient use of time/planning, organizing				
Ability to work without immediate supervision				
Responsibility				
Initiative				
Work judgments/Decisions				
Adaptability				
Response to emergencies				
Appearance/Appropriate attire				
<b>QUALITY/QUANTITY OF WORK</b>				
Accuracy/Thoroughness				
Neatness of work product				
Oral expression				
Written expression				
Knowledge of work				
Completion of work in allotted time/meets deadlines				
<b>INTERPERSONAL RELATIONS</b>				
Community/Public				
Student				
Employee				
<b>FOR EMPLOYEES WHO WORK WITH CHILDREN</b>				
Supervision				
Tutorial ability				
<b>FOR EMPLOYEES WHO LEAD OR SUPERVISE OTHERS</b>				
Planning/scheduling/organizing employees' work				
Training and instruction				
Productivity				
Leadership				
Operational economy				

If "Does Not Meet Expectations" is checked, give a reason for this rating and/or indicate suggestions made to employee how to improve. If "Meets or exceeds expectations" is checked, completion is optional. An \* in the "Meets Expectations" column means this is an area of concern and suggestions for improvement will be given in the comments section.

	Comments
<b>ATTENDANCE</b>	
Observance of work hours	
Attendance	
<b>WORK CHARACTERISTICS</b>	
Compliance with procedures/safety rules/directions	
Operation and care of district property/equipment	
Efficient use of time/planning, organizing	
Ability to work without immediate supervision	
Responsibility	
Initiative	
Work judgments/Decisions	
Adaptability	
Response to emergencies	
Appearance/Appropriate attire	
<b>QUALITY/QUANTITY OF WORK</b>	
Accuracy/Thoroughness	
Neatness of work product	
Oral expression	
Written expression	
Knowledge of work	
Completion of work in allotted time/meets deadlines	
<b>INTERPERSONAL RELATIONS</b>	
Community/Public	
Student	
Employee	
<b>FOR EMPLOYEES WHO WORK WITH CHILDREN</b>	
Supervision	
Tutorial ability	
<b>FOR EMPLOYEES WHO LEAD OR SUPERVISE OTHERS</b>	
Planning/scheduling/organizing employees' work	
Training and instruction	
Productivity	
Leadership	
Operational economy	

Next scheduled annual evaluation will be by June 1, \_\_\_\_\_.

**EMPLOYEE'S SIGNATURE**

I certify that this report has been discussed with me. Comments may be attached.

I agree with the above rating.

I do not agree with the above rating.

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rated By

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator's/Manager's Signature

\_\_\_\_\_  
Date