

CAPISTRANO UNIFIED SCHOOL DISTRICT

32972 Calle Perfecto
San Juan Capistrano, California 92675

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CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Chapter 224

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Article 1 - Agreement

- 1.1 This agreement is made and entered into this first day of July **2001** by and between the Capistrano Unified School District, hereinafter referred to as “District”, and the Capistrano Unified Chapter 224, California School Employees Association, hereinafter referred to as “Association”.
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- 1.3 Except as noted in Section 1.4, all articles of this agreement shall remain in full force and effect from the date of ratification of this contract until June 30, **2004**, when it shall terminate.
- 1.4 Notwithstanding the provisions of Section 1.3, either party to this Agreement shall have the right to reopen for negotiations for **2003/2004**, the specific articles of this Agreement pertaining to wages and health and welfare benefits and two additional articles.

Article 2 - Recognition

- 2.1 The District recognizes the Association as the exclusive bargaining representative in accordance with Section 3541.1 (e), Chapter 10.7 of Division 4 of Title 1 of the Government Code.
- 2.2 Representation

The exclusive representative shall represent classified employees who are full-time or part-time probationary and permanent employees and are not excluded under Section 2.3 or applicable laws.
- 2.3 The exclusive representative shall not represent substitute employees, short-term employees, temporary employees, exempt employees, student employees, or restricted employees per the Education Code and management, confidential, and supervisory employees as listed in Board Policy Number 4300 designating management and Section 2.3.1 below, or those classified employees presently represented by another exclusive representative. Student Supervisors (formerly Noon Aides) shall be considered short-term employees.
 - 2.3.1 All District classifications designated Confidential and any designated per Government Code Section 3540.1(c).
- 2.4 The District shall notify the Association of all newly created classified positions which shall be assigned to the bargaining unit in accordance with the requirement of Sections 2.2 above, except those which are lawfully declared management, confidential, or supervisory, and shall be assigned a salary range after negotiation with the Association. Any disagreements regarding the

assignment of newly created classified positions to the unit shall be referred to the Public Employment Relations Board for resolution through the unit modification procedures of Title 8.

Article 3 - Hours of Employment and Overtime

3.1 The work week and work day of all classified employees will be prorated against the schedule for full-time classified employees, which shall consist of five consecutive days, Monday through Friday, of eight hours per day and forty (40) hours per week. Work schedules may be modified upon mutual agreement of the employee and the District. Criteria for such change shall include, but not be limited to: operational and educational needs of the District; personal and family needs of the employee; welfare of students; special skills and abilities of the employee.

3.1.1 The District shall determine the starting and ending times of a particular work assignment. Changes to starting and ending times can be made when such changes do not impact the total paid duty time for the employee except as otherwise provided for in statute or in this contract. Employee shall be notified in writing fifteen working days prior to change taking effect. Reduction in the number of notification days can be made by mutual agreement of the employee and the immediate supervisor.

3.2 When the Superintendent or designee determines that the workday or work week must be extended beyond the time stated in Section 3.1 above, in order to carry on the business of the District, the following shall apply:

3.2.1 Overtime work shall be compensated at the rate of one and one-half times the employee's regular hourly rate for hours worked in excess of eight hours in one day or forty (40) hours in one week.

3.2.2 Hours paid for at a premium rate for hours worked in excess of eight hours in one day shall not be counted again in determining the hours worked in excess of forty (40) hours per week.

3.2.3 Hours worked shall be compensated at the rate of one and one-half times the employee's regular hourly rate for hours worked on the sixth consecutive day if a minimum of four hours has been worked in each of the five preceding consecutive days.

3.2.4 Hours worked on the seventh consecutive day shall be compensated at the rate of one and one-half times the employee's regular hourly rate.

3.2.5 If an employee works on a holiday designated by this agreement, the employee shall receive his/her normal holiday pay plus one and one-

half times the employee's regular hourly pay for all hours worked on the holiday.

3.2.6 Overtime work will be distributed on a rotational basis equally among employees of the same classification within the department as far as it is practical and consistent with work requirements. Every effort will be made to notify employees in eligible classifications of available overtime work.

3.2.7 The Superintendent or designee must approve all overtime in advance.

3.2.8 The overtime provisions of this agreement are voided and will not be paid if the overtime was due to a critical emergency caused by a civil disaster or other such major occurrence which requires the use of school employees to meet community or school obligations.

3.3 Rest Periods

3.3.1 Classified employees of the District who work a minimum of 3-½ hours per day, but less than seven hours per day, shall be entitled to one fifteen-minute paid rest period per day.

3.3.2 Employees working a minimum of seven hours or more per day shall be entitled to two fifteen-minute paid rest periods.

3.3.3 Such rest periods shall be scheduled at or about midpoint of a 3-½ hour period.

3.3.4 Employees shall remain at the work site during rest periods unless specifically authorized to leave the work site by the supervisor.

3.3.5 Rest periods cannot be accumulated for credit.

3.4 Lunch Period

3.4.1 Employees who work at least six hours per day shall be entitled to an unpaid duty-free lunch period of at least thirty (30) minutes.

3.4.2 Such unpaid lunch periods will be scheduled at or about the midpoint of the work schedule as practicable and consistent with requirements of the orderly operation of the District.

3.4.3 The parties to this agreement acknowledge that the unpaid lunch period can be waived by employees who work at a six hour work schedule through mutual agreement with the District.

3.5 Shift Differential

3.5.1 An employee in the bargaining unit whose assigned work shift begins at **2:30** p.m. or earlier *than 6:00 a.m.*, shall be paid a shift differential premium of thirty-*nine* cents (.39) per hour *or \$68.00 per month (monthly)* in addition to the regular rate of pay for all hours worked.

3.5.2 In the future, if a regularly assigned work shift is established which begins after 10:00 p.m., the District and the Association will mutually agree on a shift differential premium for such shift.

3.6 Recall Time

3.6.1 Employees recalled to work after going home, or called to work on Saturday, Sunday, or a holiday shall be compensated with a minimum of three hours pay at time and one-half of the employee's regular hourly rate.

3.7 Adjustment of Work Schedules

3.7.1 An employee in the bargaining unit who works thirty (30) minutes or more per day in excess of his/her regular part-time work schedule for a period of twenty (20) consecutive working days or more shall have his/her regular work schedule adjusted upward to reflect the longer hours, effective with the next pay period.

3.8 Year Round School

3.8.1 Unit members who work year round schedules shall be recognized as classified employees for twelve (12) months per year (consistent with Ed Code Section 45102).

3.8.2 No unit member shall be required to accept a year round assignment. Unit members not wishing to accept a year round assignment shall be offered the opportunity to transfer to a comparable vacant position within the same classification.

3.9 Teacher Training Days

3.9.1 Any day granted as a teacher training day, teacher institute, or teacher-parent conference day by whatever name for whatever purpose is a regular workday for all employees as part of the bargaining unit provided such days fall within the employee's normal assigned work period.

Article 4 - Grievance Procedure

4.1 Definition of Terms

4.1.1 A “grievance” is an allegation by a grievant or the Association that there has been a misinterpretation, a misapplication, or a violation of the specific provisions of this agreement.

4.1.2 A “grievant” is an individual employee in the bargaining unit or the Association covered by the terms of this agreement who alleges a grievance.

4.1.3 A “day” is a day in which the central administrative offices of the District are open for business.

4.1.4 An “immediate supervisor” is the supervising administrator having immediate jurisdiction over the grievant.

4.2 Procedures

4.2.1 Informal Level

4.2.1.1 Before filing a formal grievance, the grievant should attempt to resolve the grievance by an informal conference with his/her immediate supervisor. The immediate supervisor will write a summary describing the conference and will give a copy of the summary to the grievant or representative if the employee submits a written request.

4.2.2 Formal Level

4.2.2.1 Level One. Within 30 days after the occurrence or the act of omission giving rise to the grievance, the grievant must present his/her grievance on the prescribed District form to his/her immediate supervisor. The form shall include statements indicating:

- a. How the individual employee was adversely affected;
- b. The specific section of the contract allegedly violated;
- c. The specific remedy sought by the employee to resolve the grievance.

An informal conference shall be held within the stated time limits at the written request of either the grievant or the immediate supervisor.

The immediate supervisor shall communicate his/her decision to the employee in writing within five days after receiving the grievance or within five days after the informal conference. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

- 4.2.2.2 Level Two. In the event the grievant is not satisfied with the decision at Level One, he/she may appeal the decision to the Associate Superintendent, Personnel Services or designee within ten (10) days. In the event the District selects a designee rather than the named agent, the District must advise CSEA of the change five days in advance of the grievance meeting. The designee shall have the authority to resolve the grievance. This statement shall include a copy of the original grievance, the decision rendered, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form.

An informal conference shall be held within the stated time limits at the written request of either the grievant or the Associate Superintendent, Personnel Services or designee.

The Associate Superintendent, Personnel Services or designee shall communicate his/her decision to the grievant in writing within ten (10) days after receiving the appeal. If the Associate Superintendent, Personnel Services or designee does not respond within the time limits, the grievant may appeal to the next level.

- 4.2.2.3 Level Three. If the grievant is not satisfied with the decision at Level Two, he/she may appeal the decision on the appropriate form to the Superintendent or designee within ten (10) days. In the event the District selects a designee rather than the named agent, the District must advise CSEA of the change five days in advance of the grievance meeting. The designee shall have the authority to resolve the grievance. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a statement of the reasons for the appeal. An informal conference shall be held within the stated time limits at the written request of either the grievant or the Superintendent or designee.

The Superintendent or designee shall communicate his/her decision to the grievant in writing within 10 days. If the Superintendent or designee does not respond within the

time limits provided, the grievant may appeal to the next level.

- 4.2.2.4 Level Four. If the grievant is not satisfied with the Superintendent's decision at Level Three, upon the written request of the grievant, the Association may, within ten (10) days of the Level Three answer, notify the Superintendent in writing of its request for advisory arbitration on the grievance. The request to the Superintendent shall include a copy of the original grievance and appeals, the decisions rendered, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form.

The Association and the District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached within five days, they shall request the California State Conciliation Service to supply a panel of five names of persons experienced in arbitration. Each party shall alternately strike names until only one name remains. The remaining name shall be the advisory arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the arbitrator and hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a recommendation to the Board of Trustees on the grievance submitted to him/her.

The Board of Trustees shall seriously consider the recommendation of the advisory arbitrator and shall make a determination on the grievance. Such decision, along with reasons for the decision, shall be communicated to the parties and the action of the Board of Trustees shall be final and binding on all parties. Nothing stated herein shall preclude the Association from appealing the decision to a court of competent jurisdiction.

4.3 Association Representation

- 4.3.1 An employee shall have the right to request assistance from the Association in the processing of the grievance. In the event an employee exercises his/her right to present a grievance without the intervention of the Association, any resolution of the grievance shall not be inconsistent with the terms of this agreement, nor shall the

District agree to the resolution of the grievance until the Association has received a copy of the grievance, the proposed resolution and has been given an opportunity to file a response.

4.3.2 The Association shall be allowed a total number of job stewards equal to the maximum number of job sites in the District. When it deems necessary, the Association may assign more than one of the allowed number of stewards to any particular job site. These job stewards will be responsible for assisting employees in the processing of grievances. Such representatives will be released at the request of the grievant pursuant to 4.4.8.

4.3.2.1 The Association shall notify the District in writing of the names of the job stewards and the groups of employees they represent. Such determination shall be made in a manner, which minimizes release time for processing grievances.

4.3.3 The Association President or his/her designee shall be responsible for representing employees who request assistance at Levels Two, Three, and Four of the grievance procedure.

4.4 Miscellaneous

4.4.1 No reprisals shall accrue to bargaining unit employees by reason of exercising their rights under this grievance procedure or for participating in any other executive board sanctioned activity.

4.4.2 The time limits specified at each level in the grievance procedure shall be considered to the maximum and efforts shall be made by both parties to meet these time limits. The time limits, however, may be extended by mutual written agreement.

4.4.3 Failure at any level of this procedure to appeal a grievance to the next level in the specified time limits shall be deemed as acceptance of the decision as rendered.

4.4.4 Both parties agree that the proceedings of the grievance procedure shall be kept informal and confidential.

4.4.5 The grievant may seek assistance from CSEA at all levels of the grievance procedure. Likewise, the District may seek assistance from outside the District at all levels of the procedure.

4.4.6 Group Grievances

4.4.6.1 If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level Two, provided the Associate Superintendent, Personnel Services or designee, agrees to such action. Grievances involving more than one employee with the same immediate supervisor shall be filed at Level One.

4.4.7 Separate Grievance File

4.4.7.1 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

4.4.8 A grievant or any employee of the District required to appear at any of the hearings and whose testimony is relevant shall be released without loss of pay at reasonable times and for reasonable periods, provided such release time does not interfere with the orderly operation of the District.

Article 5 - Safety

5.1 The District shall provide a safe working environment including conditions, facilities, and equipment in order to fulfill all obligations under the law.

5.2 The District shall create a District safety committee with balanced representation, classified bargaining unit (2), certificated bargaining unit (2), and the District (2). In addition, the committee shall be chaired by the Manager, Insurance Programs. The Association shall appoint bargaining unit representatives to the committee. The safety committee shall meet as needed, but no less than three (3) times a year to review the safety issues important in the District. The safety committee may be convened in an emergency. Any recommendations shall be forwarded to the Superintendent or designee for appropriate action. In addition to the District safety committee, appropriate site or unit specific safety committees are encouraged. These committees may then report to the District safety committee.

5.3 To ensure that exposure to unsafe conditions is minimized; employees are encouraged to be safety conscious in their own actions. It shall be the responsibility of the employee to report any alleged unsafe working conditions to their immediate supervisor on the appropriate District form. The immediate supervisor shall respond to the employee within five working days, except in an emergency.

5.4 If the immediate supervisor is unable to provide relief to the situation, he/she shall forward written reports from employees regarding unsafe conditions to the Manager, Insurance Programs. The Manager, Insurance Programs shall respond within 10 working days to the employee via the immediate supervisor regarding

appropriate action to be taken. If no action is to be taken, the Manager, Insurance Programs shall indicate, in writing, the reasons for such inaction.

- 5.5 It is the responsibility of the employee whose job requires use of tools, equipment, or motor vehicles, to do so in a safe, prudent, and lawful manner.
- 5.6 Safety equipment currently required by and paid for by the District shall continue to be paid for by the District as such equipment is required.
- 5.7 District Shirt Identification Program
 - 5.7.1 Participation in the District Shirt Identification Program is mandatory and applies to all full-time classified service personnel assigned to Maintenance and Operations, Food Services (drivers), Technology and Information Systems (field operations), and Warehouse. It contributes to a professional and safe work environment.
 - 5.7.2 Each employee will be fitted and will have a choice from the options as follows:
 - Option A. Seven (7) button shirts in any combination of long or short sleeves.
 - Option B. Three (3) cotton pullover shirts plus two (2) button shirts (65/35 blend), either long or short sleeves.
 - Option C. Two (2) cotton pullover shirts plus three (3) button shirts (65/35 blend), either long or short sleeves.
 - 5.7.3 Button and pullover shirts will be of a standard light blue color and design. A standard CUSD logo will be permanently affixed over the pocket and a nametag will be permanently affixed over the right pocket of button shirts. First names will be embroidered on pullover shirts and on tags for button shirts and will have different colors to designate different departments: Custodial – white, Maintenance – red, Grounds – green, Warehouse – blue, Food Service – orange, Technology and Information Systems – beige.
 - 5.7.4 Shirts will be laundered at the employee’s expense.
 - 5.7.5 Shirts damaged or rendered unserviceable through normal use will be replaced at no cost to the employee. Shirts lost, damaged, or rendered unserviceable through malicious or inappropriate acts will be replaced by the District at the employee’s expense. The shirts shall not be altered from their original condition or the employee will be charged replacement cost.

5.7.6 When an employee terminates employment with the District, all shirts issued will be returned to a designated individual in his/her department prior to his/her final day of employment.

5.7.7 Guidelines for wearing the District shirts shall be as follows:

- a. District shirts will be worn at all times while on the job. This includes all periods of overtime and when “called out” for emergencies.
- b. District shirts will not be worn as an item of personal clothing at times or places not associated with the business of the District.
- c. District shirts are to be worn in a manner that will present a neat and professional appearance.
- d. Wearing of District shirts in establishments where it would be considered more appropriate to be in personal clothing is prohibited, e.g., establishments serving alcoholic beverages.
- e. Exceptions to the guidelines for specific District or community events may be determined by management and advance notice given to employees.

Article 6 - Evaluation Procedure

- 6.1 Probationary employees shall be evaluated at least two times during the six-month probationary period.
- 6.2 Permanent employees who have earned regular status within the District shall be evaluated at least once yearly. If a unit member is not evaluated by the immediate supervisor in any given year, the evaluation will be considered to meet District standards.
- 6.3 If deemed desirable by the Superintendent or the employee’s immediate supervisor, the employee shall be evaluated at more frequent intervals.
- 6.4 Evaluations shall be based on observable performance and/or data and knowledge of the evaluator. The employee shall be given the option to provide input on a voluntary pre-evaluation form prior to the final report being written.
- 6.5 An interview between the employee and the evaluator must take place to discuss the factors, which have been evaluated. No evaluation of any employee will be placed in the personnel file without an opportunity for discussion between the employee and the evaluator. The employee shall be given an opportunity to add any comments to the evaluation he/she desires and shall have the right to review and respond to any unsatisfactory evaluation on a released-

time basis. If the employee adds no comment or declines the opportunity for discussion of the evaluation within ten (10) workdays from the evaluation interview, the evaluation shall be placed in the personnel file.

- 6.6 All copies are to be signed by the employee and the supervisor. The fact that the employee signs, does not necessarily mean that he/she agrees with the evaluation.
- 6.7 Evaluators are to make comments on the evaluation form relative to outstanding work, poor work, specific comments on strengths or weaknesses, and specific recommendations for improved performance. Failure by the employee to show satisfactory improvement may be deemed just cause for dismissal.
- 6.8 In the event a probationary employee is not recommended for regular status, he/she should be notified and given reasons for the denial of permanent status before the expiration of his/her six-month probationary period. The District will consider an extension of the probationary period for an additional period of up to six months when, in the District's judgment, such an action would be of benefit to the employee and the District's operation.

Article 7 - Transfers and Promotions (See MOU, dated 7/1/02 – 6/30/04.)

7.0 Definitions

- 7.0.1. "First consideration" as used in this section, means bargaining unit employees shall be given preference over outside candidates in those instances where the qualifications of the internal candidate are superior or equal to that of the external candidate.
- 7.0.2 "Qualifications" shall be job related as measured by training, experience, work history, written test or exercises, performance, or oral examinations.
- 7.0.3 "Employee Initiated Transfer" is a transfer to a position within the employee's same classification which is requested by the employee.
- 7.0.4 "District Initiated Transfer" is a transfer to a position within the employee's same classification which is originated by the District.
- 7.0.5 "Permanent Unit Member" means an employee who has passed an initial probationary period to the District.

- 7.1 When the District determines that either a permanent vacancy or a new position exists within the bargaining unit, such vacancy or new position shall be posted on designated bulletin boards for a period of six full working days, during which time employees may make application for the vacancy or new position.

7.2 Promotional Procedures

7.2.1 Employees in the bargaining unit, who meet the qualifications for a new or promotional position, or a position of the same salary grade, shall be given first consideration in filling job vacancies. In the event that two employees are rated exactly equal on all criteria, seniority will be used as a tiebreaker.

7.3 Job vacancies which are posted shall include (1) the job title, (2) a brief description of the position and duties, (3) qualifications required for the position, (4) the work schedule, (5) the salary range, (6) the deadline for filing to fill the vacancy, and (7) the job site, if known.

7.3.1 If an employee in the bargaining unit is not selected for the vacant position, the Personnel Services Division shall provide the employee with the reasons for denial at the time of notification, or in writing, within five (5) days of a request by the employee.

7.4 An employee on leave or vacation during the period of the posting shall be notified in writing, at the last known address, of the job vacancy by the District, provided the employee specifically requests in writing that the Personnel Services unit do so before his/her leave or vacation commences. An employee on leave or vacation may authorize the Association to file on the employee's behalf. Employees must make themselves available for the selection process by the termination of the posting period in order to be considered for the vacancy.

7.5 Employee Initiated Transfer

7.5.1 A permanent unit member may request a transfer to a position in the same classification when a vacancy occurs by submitting a transfer request form to Personnel Services. Employee initiated transfer requests shall be given first consideration as defined in 7.0.

7.5.2 Appropriate supervisory personnel will interview all employees who have requested a transfer. Transfer requests will be considered based on one or more of the following criteria: 1) Evaluations and other objective means of rating work performance; 2) special skills, abilities and qualifications of the employee; 3) needs of the site and/or District; 4) welfare of the students; 5) instructional needs; 6) years of service to the District.

Upon written request from the employee or CSEA, the District shall provide specific information relative to 7.5.2.

7.6 Probationary Employees

7.6.1 Employees who are serving their initial probationary period (six months unless extended to no more than one year) with the District will not be considered for promotions as described within this article.

7.6.2 It is also the intent of the parties to this agreement not to allow transfers of probationary employees, except due to extenuating circumstances or due to the provisions of Section 7.8 herein.

7.7 Employees Failing to Meet Requirements of New Position

7.7.1 When an employee is promoted to a new position, he/she shall be assigned to a new probationary period of six months. If an employee fails to meet the requirements of the new position, he/she shall be placed in a position within the classification from which he/she was promoted.

7.8 District Initiated Transfer

7.8.1 District Initiated Transfer may be initiated by the Superintendent or designee(s).

7.8.2 District Initiated Transfer shall be considered and acted upon based upon one or more of the following criteria: 1) Drop in enrollment or redistribution of categorical or project funds; 2) Needs of the site and/or District; 3) Welfare of students; 4) Instructional needs; 5) To conform to the requirements of the Americans with Disabilities Act (ADA); 6) The need for a unit member with special skills specifically necessary to a particular work site.

7.8.3 Employees who are transferred by the District shall be informed by the appropriate supervisor or manager in writing at least seven working days prior to the effective date. Notification may be less than seven days if student enrollment, potential harm to students or staff, or other extenuating circumstances exist or if the employee and supervisor mutually agree. Employees shall also receive notification of their right to a conference pursuant to Article 7.8.4.

7.8.4 Unit members being considered for a District initiated transfer shall be afforded an opportunity to conference with the supervisor(s) before a final decision is made. The unit members shall have the right to an Association representative at the meeting and be notified of the reasons for the transfer, if they request them.

7.8.5 Upon written request to Personnel Services, employees may also request a conference regarding the reasons for a District initiated transfer. The employee may be accompanied to the meeting by an Association representative. CSEA or the employee may request that the reasons for the transfer be set forth in writing. Such a written response shall be provided within five (5) working days.

7.9 Temporary Promotions

7.9.1 When an employee is required to perform duties which do not reasonably relate to those fixed for the position by the District for a period of more than five working days within a 15 calendar day period, his/her salary will be adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties being performed outside the normal assigned duties of his/her classification.

7.9.2 If an employee believes he/she is working out of classification longer than 15 days, such employee shall make a request to his/her supervisor to be paid at the higher rate from the first day of such work pursuant to 7.9.1 (Temporary Promotions). The manager shall respond to the employee's request within five (5) working days. If the manager believes the employee has performed higher-level duties for the said period of time, the manager shall cause such employee to receive the higher rate of pay as outlined in 7.9.1. The manager will also insure that the employee no longer performs the affected job duties. If the manager denies the employee's request, the employee and CSEA may request the Personnel Director's review. If request is denied, employee shall follow the appeal procedure as outlined in the Classification Plan.

Article 8 - Leaves

8.1 Notification Procedure

8.1.1 *An employee* who finds it necessary to be absent from duty shall notify *his/her* immediate supervisor as far in advance of the anticipated absence as possible. ***In all cases, notification shall be prior to the beginning of the employee's normal work shift. An employee who is unable to meet this requirement shall submit his/her reason for not complying in writing upon returning to work.*** Employees must verify any absence and complete absence reports which may be required by the District.

8.1.2 An employee shall notify his/her supervisor by 2 p.m. of the working day preceding the day he/she intends to return to the job if a substitute has been hired in the employee's absence. If a substitute has not been

employed, the employee shall make every reasonable effort to notify his/her supervisor by 2 p.m. of the working day preceding the day he/she intends to return to the job.

- 8.1.3 Employees who request leaves of absence of other than an emergency nature shall notify the immediate supervisor at least ten days prior to the commencement of their leave except as otherwise stated herein. Leaves of absence, when granted, shall also specify when the employee is to return from leave.
- 8.1.4 Employees who do not request leave in accordance with the above notification procedures shall lose one day's pay for each day of *un*approved absence.
- 8.1.5 Time lost due to absence may be made up upon approval of the Superintendent or designee. Such made up time does not qualify as overtime for purposes of salary payment.
- 8.1.6 An employee will be discharged if he/she is absent in excess of three work days without reporting to his/her immediate supervisor unless, within a reasonable time thereafter, he/she shows good cause why it was impossible for him/her to report within such three day period.

8.2 Bereavement Leave

- 8.2.1 Employees shall be granted a leave without loss of pay for a period not to exceed three days or five days, if out-of-state travel or travel in excess of 300 miles is required upon the death of a member of the immediate family. Additional days of absence beyond those described therein may be provided under the terms of the Personal Necessity Leave, in Section 8.7.1.5.
- 8.2.2 Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.
- 8.2.3 Employees exercising this leave of absence provision shall notify his/her immediate supervisor as soon as possible and state the expected duration of such absence.
- 8.2.4 Employees shall provide, upon the District's request, additional verification of the use of these leave provisions.

8.3 Jury Duty Leave and Legal Leave

8.3.1 Employees shall be granted leave with full pay for regularly called jury duty. The employee shall receive pay in the amount of the difference between the employee's regular salary and any amount he/she receives as jury service, exclusive of reimbursement by the court for jury duty expenses during the time he/she serves on the jury.

8.3.1.1 Juror's fees shall not include any meal, mileage, and/or parking allowance provided the employee for jury duty.

8.3.2 An employee in the bargaining unit whose regular assigned shift commences after 3:00 p.m. and who is required to serve four hours or more of that day on jury duty shall be excused from work without loss of pay per the provisions described herein.

8.3.3 The Superintendent or designee may grant a leave of absence to employees to appear as a witness in court other than a party to a lawsuit or to respond to an official order from another government jurisdiction for reasons not brought about through any wrongdoing of the employee.

8.4 Military Leave

8.4.1 Involuntary military leave with pay, not to exceed 30 days a year, shall be granted to qualified members of the reserve components of the Armed Forces of the United States upon presentation of orders to military duty from appropriate authority in accordance with the Military and Veterans Code.

8.4.2 Military active duty for training which is contingent upon the consent of the employer shall be granted at the discretion of the Board.

8.5 Illness or Injury Leave

8.5.1 Full-time classified employees regularly employed five days a week for 12 months shall be entitled to 12 days leave of absence without loss of pay for illness or injury.

8.5.2 Employees employed five days a week for less than a full fiscal year are entitled to that proportion of 12 days leave of absence for illness or injury without loss of pay as the number of months the employee is employed bear to 12.

8.5.3 In any event, employees entitled to leave without loss of pay for illness or injury who work less than full time per Article 3 of this

agreement shall be entitled to that portion of leave as the hours they work bear to 40 hours per week and 12 months per year.

- 8.5.4 The amount of such illness or injury leave not utilized shall be accumulated from year to year without limit.
- 8.5.5 Upon the date of initial employment and each July 1st thereafter, the employee shall have advanced to his/her illness and injury leave account the number of days he/she is entitled to per the provisions stated above. A new employee of the District shall not be eligible to take more than six days, or the proportionate amount to which he/she may be entitled, until the first day of the calendar month after completion of six months of active service with the District.
- 8.5.6 When the employee is absent from his/her duties due to illness or injury for a period of more than five consecutive days, the employee shall supply the immediate supervisor or other designated District representative with a statement from a physician, or qualified health practitioner, verifying the employee's illness or injury. If the illness or injury leave is five (5) consecutive work days or less, the District reserves the right to require the verification of a physician, or qualified health practitioner, if deemed necessary by the District.
- 8.5.7 The District may require verification by a physician of an employee's ability to perform his/her responsibilities before returning to work due to an absence for illness or injury. If an employee, after having been released to return to work by his or her physician, demonstrates an inability to perform the duties of the position, or poses a threat to others, the District reserves the right to a second opinion from a recognized medical physician, provided the opinion is restricted to the illness or injury for which the employee was granted medical leave.
- 8.5.8 Emergency doctor and dentist appointments, which may not be accommodated during the off-duty hours, shall be deducted from sick leave unless the required period of absence can be accommodated by the immediate supervisor.
- 8.5.9 Extended Personal Illness or Injury Leave
 - 8.5.9.1 The District agrees to provide to employees who are on extended sick leave a total of 100 working days paid sick leave once per year, inclusive of the days to which he/she is entitled under provisions of Section 8.5 of this article relative to accumulation of sick leave. The days of extended sick leave shall be compensated at 50% of the employee's regular salary provided the employee has received permanent status with the District.

8.5.9.1.1 Employees who are in probationary status shall receive extended sick leave at the difference between the salary the employee receives for the position he/she is working less the cost of a substitute employee, whether or not a substitute employee is employed.

8.5.9.1.2 Such extended leave as described herein shall be granted only to employees who have a verifiable illness or injury of five consecutive working days or more. The extended leave shall be compensated at 50% of the employee's regular salary, provided the employee supplies the District with a statement from a physician, or qualified health practitioner.

8.5.9.1.3 Such extended leave will not be compensated for period illnesses or injury of less than five consecutive working days unless it can be verified that such periodic illnesses is a result of an illness or injury which previously qualified under this section.

8.5.9.2 In the case of official quarantine, the unit member will be allowed full pay during the period of the required quarantine, even though the period of the required quarantine is greater than the unit member's accumulated personal illness or injury leave.

8.6 Industrial Accident and Illness Leave

8.6.1 Employees will be entitled to industrial accident leave for personal injury, which is qualified for Worker's Compensation under provisions of the District Self-Insured Worker's Compensation program.

8.6.2 Such leaves shall not be more than 90 working days in any one fiscal year for the same accident. This leave shall not be accumulated from year to year.

8.6.3 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which the disability is attributable to the injury involved. In any event, any absence due to an industrial accident or illness is to be verified by a statement of proof from a physician.

8.6.4 When entitlement to industrial accident or illness leave has been exhausted, then employees will be entitled to illness or injury leave per Section 8.5 of this article. While the employee is receiving Worker's Compensation benefits, the employee will be entitled to that amount of

his/her accumulated illness or injury leave which, when added to the Worker's Compensation award, provides for a regular day's wage. During the period of leave when the employee receives full pay from the District, he/she shall endorse Worker's Compensation payments to the District.

8.6.5 Each day of such allowable leave shall be counted as a full day regardless of any Worker's Compensation payments endorsed over to the District.

8.6.6 When an employee on industrial accident and illness leave is medically released for return to work within the 90 working day period described above, the employee may return to his/her position without suffering any loss of status or benefits.

8.7 Personal Necessity Leave

8.7.1 Employees shall be granted up to seven (7) days per fiscal year of personal necessity leave which shall be deducted from their accumulated illness/injury leave. Personal necessity leave is for matters compelling personal importance which cannot be accomplished other than during the employees regular assigned working hours, or deferred to a more convenient date or time to accommodate the regular work schedule. Personal necessity leave includes, but is not limited to, the items enumerated below. Such personal necessity leave cannot be carried over from year to year.

8.7.1.1 A serious accident involving the employee's person or property or the person or property of a member of his/her immediate family. An emergency accident would involve an unforeseen mishap or the serious injury of an immediate family member or property damage resulting from an unforeseen tragedy or act of destruction.

8.7.1.2 An illness of a member of the employee's immediate family which is of serious nature. An illness of a serious nature shall be an illness, which an employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.

8.7.1.3 Appearance in court as a litigant or as a witness under official court subpoena. This provision shall not be used for the personal convenience of the employee.

8.7.1.4 Any unexpected event involving damage or injury to personal property which has crucial significance for the

employee or his/her immediate family. The aftermath of fire, flood, falling objects, and burglary are examples.

8.7.1.5 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 8.2 of this article.

8.7.1.6 Paternity absence at the time of the birth of the child.

8.7.1.7 An employee may submit a request to his/her immediate supervisor to use this leave for other reasons. The immediate supervisor shall make his/her recommendation regarding the request to the Superintendent or designee, who shall have the final authority to authorize or deny the leave.

8.7.2 For the purposes of this section "immediate family" shall be defined as the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent, former guardian of the employee, or any individual living in the immediate household of the employee.

8.7.3 The employee shall request personal necessity leave five days in advance, except in cases of emergency, and the District reserves the right to require verification of the reasons for the personal necessity leave. Under all circumstances, an employee shall verify in writing that the personal necessity leave was used only for the purposes as set forth above. The employee shall be subject to one-day loss of pay for each day of absence if the leave is used for purposes other than those stipulated.

8.8 Maternity Sick Leave and Maternity Leave

8.8.1 Employees are entitled to use the provisions of illness or injury leave as enumerated in Section 8.5 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be used for childcare or childrearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date upon which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician and be stated on the appropriate District form.

8.8.2 An employee may elect not to use personal illness or injury leave for purposes of maternity leave.

8.8.3 Employees are entitled to an unpaid leave for disabilities caused by pregnancy, miscarriage, childbirth, or recovery therefrom whether or not illness or injury leave as set forth in Section 8.5 has been exhausted.

8.8.4 The date upon which the employee shall resume duties shall be determined by the employee on leave and the employee's physician and be stated on the appropriate District form.

8.8.5 A physician's statement must accompany all requests for maternity leave.

8.9 Break in Service

8.9.1 No absence under any paid leave provisions of this article shall be considered as a break in service for an employee who is in paid status.

8.10 Health Leave/Family Care and Medical Leave

8.10.1 Health Leave

8.10.1.1 The Board of Trustees may grant a unit member, upon the unit member's request and as certified by the unit member's physician, an unpaid leave for health reasons. Such leave shall not exceed one year, but may be extended by the Board of Trustees in case of serious health conditions.

8.10.1.2 At such time as the unit member notifies the District of his/her intention to return, the unit member shall submit a written release from his/her physician certifying the unit member's ability to return to full-time service in the District. Such release shall specify work restrictions, if any.

8.10.2 Family Care and Medical Leave

A unit member who has been employed for at least 12 months and has worked a minimum of 1250 hours of service with the employer during the previous 12-month period immediately prior to the date the leave is to commence, is eligible for leave under the California Family Rights Act of 1991 (Government Code Section 12945) and the Federal Family and Medical Leave Act of 1993 (FMLA) for a total of 12 work weeks during any 12-month period. (Refer to Board Policy 4161.8 for the purpose of 8.10.2)

8.10.2.1 Leave is permitted for the following reasons:

1. The birth of a child of an employee and to care for a newborn.
2. The placement of a child with an employee in connection with adoption or foster care of a child by an employee.
3. Leave to care for a child, parent or spouse who has a serious health condition.
4. A serious health condition, which makes the employee unable to perform the functions of his/her position.

8.11 Catastrophic Leave

- 8.11.1 Unit members who suffer a catastrophic injury/illness which results in the unit member exhausting all available paid leaves, including regular sick leave, extended sick leave (differential), and industrial accident leave, if applicable, shall become eligible to use this catastrophic sick leave plan, subject to the restrictions and conditions outlined in these rules.
- 8.11.2 A catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, requires the employee to take time off from work for an extended period of time and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. The District must be able to determine that the employee is unable to work due to the employee's catastrophic illness or injury.
- 8.11.3 The use of this Sick Leave Bank shall be available to those unit members who have made a donation of at least five (5) days to the bank prior to each request. The exception to this restriction shall be any employee who was absent due to an approved catastrophic injury/illness allowed under this rule at the time of the implementation of the Catastrophic Sick Leave Bank.
- 8.11.4 Unit members may donate accumulated sick leave days to the Sick Leave Bank at the minimum of eight (8) hours and in one-hour increments thereafter. (This donation shall be irrevocable.) Sick leave donated will not count for retirement credit purposes for the donor, but will benefit the recipient. The unit member shall file an irrevocable "Sick Leave Bank Deposit Form" with the Personnel Services Department. A donation to the Sick Leave Bank shall be a general donation and from prior years' accumulation, and shall not be donated to a specific unit member for his/her exclusive use.

- 8.11.5 There is no limit to the number of sick leave days a unit member may donate to the sick leave bank, so long as the minimum number of accumulated sick leave days available to the unit member does not fall below ten (10).
 - 8.11.5.1 Unit members may not contribute to the sick leave bank at the time of retirement or other separation from the District. Should the unit member donate within 90 days of retirement or separation, such sick leave donation shall be withdrawn from the sick leave bank.
- 8.11.6 Any mental stress related illnesses may be excluded from the benefits of this rule, unless hospitalized.
- 8.11.7 Bargaining unit members may donate earned sick leave at any time during their work year.
- 8.11.8 All unit members wishing to use this Sick Leave Bank shall submit a "Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the Personnel Services Department. The request shall state the number of days being requested by the unit member. A Sick Leave Bank Committee shall consider the request of the unit member. The committee shall consist of two members selected by the District, three members selected by the Association and one from the Personnel Services Department to provide information. Approval of a request shall require a majority vote of the Committee members. Any rejection of a request may be appealed to the Superintendent or designee for final action and decision. The time lines for filing an appeal shall be within ten (10) days of notice of rejection.
- 8.11.9 The maximum number of days allowed to be utilized by one unit member for a single catastrophic injury/illness shall not exceed ninety (90) days. A unit member may request a specific number of days on one "Sick Leave Bank Request for Withdrawal Form." The unit member may request additional days up to the ninety (90) days by filing an additional request for consideration by the Committee.
- 8.11.10 Any days approved that are unused by the employee shall be returned to the Catastrophic Sick Leave Bank.
- 8.11.11 If a unit member uses a day from the Sick Leave Bank, pay for that day shall be the same rate the unit member would have received had the unit member worked that day.
- 8.11.12 Unit members who are granted use of Sick Leave Bank days shall be considered in regular paid status during such use for all purposes.

8.11.13 During September of each year, Personnel Services shall provide the Association a statement outlining the number of days available in the Bank as of September 1 of that year and the number of days used in the previous fiscal year.

8.11.14 Unit members shall be entitled to utilize contributions from other bargaining units or management.

8.12 School Activity Leave

Employees who are parents, guardians or grandparents who have custody of one or more children in grades K-12 may use up to 40 hours per school year to participate in school activities for their children.

Employees may use vacation, compensatory time or leave without pay for this purpose. However, no more than eight hours in any calendar month may be used and employees must give reasonable notice to their Supervisor of the planned absence for "School Activity Leave" prior to taking the time off, and such time shall be approved by the Supervisor.

If both parents of a child are employed at the same worksite, only the parent who first gives notice may qualify for the leave.

8.13 Sick Leave for Care of Family Members (Labor Code 233)

8.13.1 Full-time members may use up to six days of sick leave during a school year to care for an ill child, parent, or spouse. These days shall be prorated for unit members employed less than full-time. This may be used for any illness and is separate from Family Medical Leave (8.10.2) or Personal Necessity Leave (8.7). Unused sick leave days cannot be carried over to next year for this purpose.

8.13.2 Verification of eligibility to use this leave shall be the same as for personal illness.

8.13.3 Sick leave for care of family members shall be specified as a separate leave for payroll tracking purposes. This will require an employee to indicate the family member's relationship in order to be eligible for this leave.

8.14.4 For purposes of this section, a child includes biological, foster, or adopted children, as well as stepchildren, legal wards, or a child of a person standing "in loco parentis." A parent means a biological, foster, or adoptive parents, a stepparent, or legal guardian.

8.13.5 No retaliation shall occur as a result of a unit member exercising their right to appropriately use this sick leave.

Article 9 - Vacations

- 9.1 Vacations normally will be approved during the period when the schools are closed or during such time as the workload of the department will permit. Supervisors will make every effort to strike a balance between the preference of the unit member and the needs of the District in scheduling of vacation. A supervisor or designee shall promptly, but no later than five (5) working days following the submission of the request, inform the employee of the disposition of such request.
- 9.2 Vacation benefits are earned on a fiscal year basis - July 1 to June 30. Employees in the bargaining unit shall earn vacation time without loss of pay in accordance with the following schedule:
- 9.2.1 Vacation benefits described herein shall be prorated for employees who work less than eight hours per day, 40 hours per week, or 12 months per year as their regular work schedule relates to eight hours per day, 40 hours per week, or 12 months per year.
- 9.2.2 For the first five (5) years of service, employees shall receive one (1) day of vacation per month.
- 9.2.3 Commencing with the sixth year of service, twelve-month employees shall receive four (4) extra days of vacation per year. Employees working less than twelve months will have extra days of vacation prorated for the number of months worked.
- 9.2.4 Commencing with the *tenth* year of service, twelve-month employees shall receive eighteen (18) days of vacation per year. Employees working less than twelve months shall have the days of vacation prorated for the number of months worked.
- 9.2.5 Commencing with the *fifteenth* year of service, twelve month employees shall receive nineteen (19) days of vacation per year. Employees working less than twelve months shall have the days of vacation prorated for the number of months worked.
- 9.2.6 Commencing with the twentieth (20) year of service, twelve month employees shall receive twenty (20) days of vacation per year. Employees working less than twelve months shall have the days of vacation prorated for the number of months worked.

- 9.2.7 No employee, without authorization from the appropriate manager, will be granted a vacation during the two-week period prior to the opening of school.
- 9.2.8 Employees whose vacation requests are denied may request the reasons for the denial in writing. Such written explanation shall be given to the employee within 5 calendar days of the request for such written explanation.
- 9.2.9 In case of conflict among employees over vacation periods, seniority will prevail.
- 9.2.10 The appropriate manager will be responsible for reviewing and approving vacation requests.
 - 9.2.10.1 Participation in the catastrophic leave donation program set forth in Article 8.11 of this agreement shall not cause unit members to lose vacation benefits pursuant to the Section.
- 9.3 Sick Leave Incentive
 - 9.3.1 An employee will be eligible for an additional one day of vacation for each three month period that sick leave benefits have not been used. To be eligible for this program, the employee must have a minimum balance of five earned sick days.
- 9.4 ***Employees who work 12 months shall be advanced paid at the beginning of each*** fiscal year.
 - 9.4.1 ***Supervisors shall monitor vacation accrual reports and work with employees to ensure vacation leave balances are in accordance with 9.6.1 by December 31 of each year.***
- 9.5 Employees who work less than 12 months shall have the option of carrying over earned vacation, not to exceed 12 days, or receiving a payoff of all unused vacation at the end of the school year.
 - 9.5.1 Such option shall be declared in writing on a form provided by the school district. The option selected shall remain in full force and effect until changed at the next declaration period. Such declarations shall be made only once per year no later than May 1.
 - 9.5.2 All employees covered by this section shall be required to submit the option form each year. Failure to submit the form by the stated deadline will cause the payoff option to be put into effect.

- 9.5.3 An employee covered by this section who is hired after the time for submitting such option declaration shall submit the option form at the time of hire. Failure to submit the form will cause the payoff option to be put into effect for the school year covered.
- 9.5.4 As of June of each school year any employee covered by this section who has more than 12 days of accrued vacation shall be paid the number of days necessary to reduce any carryover option. If the employee has selected the payoff option all accrued days will be paid.
- 9.5.5 Any payoff of vacation shall be done at a time when the employee is or would be scheduled to receive a regular paycheck.
- 9.5.6 Employees covered by this section may request permission to carry over more than twelve (12) days. Such request shall be in writing to the immediate supervisor. The immediate supervisor shall make a recommendation and forward such request to the District Office. Final decision shall be made by the Superintendent or designee.
- 9.6 Employees who work twelve months shall accrue on a year round basis in the amounts specified in Article 9.2.
 - 9.6.1 Employees covered by this section may accrue and carry a maximum of twenty (20) days of vacation at a time.
 - 9.6.2 Employees covered by this section who have reached the maximum accrual as specified in 9.6.1 may request permission for excess accrual. Such request shall be in writing to the immediate supervisor. The immediate supervisor shall make a recommendation and forward such request to the District Office. Final decision shall be made by the Superintendent or designee.
 - 9.6.3 If for any reason an employee covered by this section is not permitted to take all or any part of his/her annual vacation, the amount not taken shall be paid for, except as provided in Section 9.6.2 above.
- 9.7 When an employee leaves the District's employ, he/she shall be entitled to all vacation pay earned and accumulated, excluding vacation time already taken, up to **and** including the date of departure from District employment, provided he/she has completed six months of service with the District.
- 9.8 When a holiday specified in Article 10.1 falls during a scheduled vacation, the day shall be considered a holiday as specified in Article 10 and shall not be deducted from the employee's accrued vacation.
- 9.9 Employees who qualify for bereavement leave or sick leave during a scheduled vacation may substitute such leave in lieu of scheduled vacation provided the

employee supplies notice and supporting information to the immediate supervisor.

Article 10 - Holidays

10.1 Bargaining unit employees shall be entitled to the following holidays without loss of pay provided such holidays fall during the assigned work year of the employee:

New Year's Day	Labor Day
Martin Luther King Day	Admission Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Spring Vacation Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day

Floating Holiday (to be used within each fiscal year and not be accrued)

10.2 Any day proclaimed as a holiday by the President of the United States, the Governor of California, or the Board of Trustees shall be granted without loss of pay for all employees in the bargaining unit.

10.3 If a holiday listed previously falls on Sunday, the following Monday is to be observed as a holiday. If a holiday listed falls on Saturday, the preceding Friday is a holiday and is observed as such.

10.3.1 The observation of this section shall not cause any employee to lose the "Day before Christmas" holiday provided they meet the requirements of Section 10.5 below.

10.4 Holiday Eligibility

10.4.1 Bargaining unit employees shall be entitled to the holidays listed herein provided they are in a paid status on the working day immediately preceding or succeeding the holiday.

10.4.2 Bargaining unit employees who are not normally assigned to duty during the holidays of December 24, December 25, January 1, or Spring Vacation Day shall be paid for those holidays provided they were in a paid status during any portion of the working day of their normal assigned work period immediately preceding or succeeding the holiday period.

Article 11 - Wages

11.1 The pay schedule as stipulated in the Appendix A shall be paid for work performed on or after July 1, **2001**. *Salary schedule adjustments reflect a 2% increase effective 7/1/01. Effective 7/1/02, the salary schedule shall be improved by the state-funded COLA.*

11.1.1 Step 6 shall be 5% above Step 5.

11.2 The daily rate of pay for employees shall be computed on the basis of 21.666 working days per month.

11.3 A regular part-time employee shall receive the proportion of his/her salary for his/her classification as the number of hours worked relate to 40 hours per week.

11.4 Longevity

Effective July 1, 1994, Step 10 was added to the Classified Salary Schedule in lieu of longevity increments. An employee who completes one (1) year on Step 6 and has ten (10) or more years of consecutive, regular service with CUSD is eligible for Step 10 which shall be 5% higher than Step 6.

In addition, effective 7/1/97, Step 15 was added to the Classified Salary Schedule. Any employee who has completed 15 years of service is eligible for Step 15, which shall be 2.5% higher than Step 10.

Effective 7/1/98, Step 20 was added to the Classified Salary Schedule. Any employee who has completed 20 or more years of service is eligible for Step 20, which shall be 2.5% higher than Step 15.

11.5 Reimbursement

11.5.1 If the District requires that a unit member have a medical examination, or if such examination is required by policy or law for continuance of employment, such medical examination shall be at District expense and by the practitioner designated by the District. If the employee cannot use the District practitioner, the District shall reimburse the employee the amount equivalent to the amount it would have paid its designated practitioner for the same medical examination.

11.6 *Technology Stipend*

Employees whose assignments do not include trouble-shooting software and hardware problems with others shall be eligible for a Technology Stipend in the amount of \$50 per month, prorated to the number of hours worked per day. Interested employees shall apply for such stipend (with supervisor's

approval), and a panel comprised of representatives from TIS, CSEA, and Administration, shall make the appropriate selections. Training shall be provided by the Technology and Information Systems Department.

11.7 Paraeducator Career Ladder Stipend

The Paraeducator Career Ladder Program provides classified employees, who work with students, a career path leading to teacher certification and also provides professional development opportunities for instructional assistants. The Career Ladder Program consists of three phases of training/education. The following compensation is provided employees who provide appropriate proof of completion of each level:

Paraeducator I

Upon the successful completion of Level I of the Capistrano Unified Paraeducator Academy, employees shall receive a stipend in the amount of \$60.00 per month.

Paraeducator II

Upon the successful completion of Level II, employees who complete 60 units in an educational-related field and 45 hours of CUSD Professional Development shall be eligible for a stipend in the amount of \$85.00 per month. In order to receive this stipend, employees must make application to the Division of Personnel Services.

Paraeducator III

Upon the successful completion of Levels I and II, employees who attain a Bachelor's degree and complete a mentor project through the Professional Development Academy, shall be eligible for a stipend in the amount of \$110.00 per month. In order to receive this stipend, employees must make application to the Division of Personnel Services.

Stipends shall be prorated to affected employee's work calendar.

Article 12 - Health and Welfare Benefits (Proposed)

12.1 *The District shall pay on behalf of unit members employed full-time, payments for medical, dental, vision, and life insurance benefits approved by the Board of Trustees as follows:*

a. *Medical*

The District shall fully pay HMO medical premiums that fall at or below \$8,000 per year. When HMO premiums exceed \$8,000 per

year, the District shall pay 95% of the premium, and the employee shall contribute 5% of the premium.

The District shall pay 85% of the POS/PPO premium, and the employee shall contribute 15% of the premium, effective January 1, 2002.

b. **Dental**

The District shall fully pay HMO dental premiums that fall at or below \$1,609 per year. When HMO dental premiums exceed \$1,609 per year, the District shall pay 95% of the premium, and the employee shall contribute 5% of the premium.

The District shall fully pay traditional/PPO dental premiums that fall at or below \$541 per year. When traditional/PPO dental premiums exceed \$541 per year, the District shall pay 95% of the premium and the employee shall contribute 5%.

c. **Vision**

The District shall fully pay vision premiums that fall at or below \$384 per year. When vision premiums exceed \$384 per year, the District shall pay 95% of the premium, and the employee shall contribute 5%.

d. **Group Life Insurance (Part Time Employees):**

The District shall provide life insurance to unit members working less than twenty (20) hours per week, if they have been employed by the CUSD continuously for five years or more, and if they apply during the open enrollment period. Eligibility shall cease upon separation from employment.

CSEA and CUSD agree to work collaboratively through the joint Health Benefits Committee to improve cost containment measures. *The parties further agree to participate in the Metropolitan Employees Benefits Association (MEBA) for the purpose of providing Health and Welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code.*

12.1.1 Life insurance benefits for benefit eligible classified employees will be \$30,000.

12.2 Employees must be under contract to the District for at least 20 hours per week to be eligible for health insurance benefits. Contributions for employees

working less than full time shall be prorated in proportion to those hours of a full-time employee.

- 12.3 The District shall have the authority to terminate the health benefits policy with the current carrier and to enter into a self-insured method for the funding of health and welfare benefits for employees, provided the District maintains at least the 1980/81 benefit and service level for employees of the District. The District shall, 30 days prior to transfer of health benefits from the current carrier to self-insured funding, give notice to the Association of such change.
- 12.4 The District shall pay on behalf of employees employed 20 hours per week or more and who were hired by the District prior to November 1, 1976, payments for medical, dental, life insurance and vision care benefits in the same amount as if the employee were a full-time employee.
- 12.5 Unit members eligible for health and welfare benefits shall have an initial enrollment period beginning the date that new health and welfare insurance contracts become effective and ending one calendar month later. During this open enrollment period all unit members eligible for health and welfare benefits shall have the option of securing or deleting coverage for themselves and any or all eligible dependents.
 - 12.5.1 After the end of one calendar month period enumerated in 12.5 all unit members eligible for health and welfare benefits shall be required to maintain the selected coverage or lack of coverage for twelve (12) months or until the expiration of the contract with the insurance providers whichever comes first.
 - 12.5.2 During one calendar month period enumerated in 12.5, the District agrees to make every effort to inform unit members eligible for health and welfare benefits of the coverage offered and the one calendar month enrollment period.
 - 12.5.3 A unit member eligible for health and welfare benefits hired after the one calendar month period enumerated in 12.5 shall be afforded the opportunity to enroll in the existing health insurance programs and enroll any or all eligible dependents for a 31 day calendar pay period beginning with the unit member's first day of paid service.
 - 12.5.4 A unit member eligible for health and welfare benefits who acquires or loses an eligible dependent during a time other than the one calendar month open enrollment period enumerated in 12.5 shall be able to enroll or delete the eligible dependent for a one calendar month period beginning with the date of the acquisition or loss of an eligible dependent.

12.6 The District shall provide a long-term disability plan for classified employees who are eligible for Health and Welfare Benefits under the provision of this article. Such a plan shall be as enumerated in this contract.

12.6.1 All benefits received under a long term disability plan shall be fully coordinated with any and all benefits received by the employee for the term of their illness.

12.6.2 The maximum benefit received shall be 60% of the employee's salary to a maximum benefit of \$2,000 per month.

12.6.3 The waiting period for benefits to begin shall be 100 working days.

12.6.4 The maximum benefit period that any one employee may receive long-term disability benefits is five years.

12.7 Retiree Health Benefits

12.7.1 Effective July 1, 1989, employees who commence PERS service retirement are benefit eligible and enrolled in a District health benefit plan at time of retirement, shall receive District paid medical only benefits for retirees only, subject to the following conditions:

12.7.1.1. The employee must be at least 53 years of age at the time of retirement.

12.7.1.2 The employee must have completed at least 10 years of service participation in the District at the time of retirement.

12.7.1.3 The percentage of District premium payment shall be according to the following scale:

10 years of service =	50% District paid premium
11 years of service =	55% District paid premium
12 years of service =	60% District paid premium
13 years of service =	65% District paid premium
14 years of service =	70% District paid premium
15 years of service =	75% District paid premium
16 years of service =	80% District paid premium
17 years of service =	85% District paid premium
18 years of service =	90% District paid premium
19 years of service =	95% District paid premium
20 years of service =	100% District paid premium

12.7.1.4 A participant in the retiree health benefit program may provide the above coverage for his or her eligible

dependents by paying the full cost of the annual premium for such dependents.

12.7.1.5 When the retiree reaches age 65, the District contribution and all retiree and dependent participation in a District health benefit plan shall cease.

12.7.2 A retiree who commences PERS service retirement between ages 50 and 53; who has at least 10 years of service participation in the District; is benefit eligible and enrolled in a District health benefit program at time of retirement; may participate in the retiree health benefit program by paying the full cost of the annual premium until he or she becomes 53 years of age at which time the employee is automatically eligible to participate in the program as noted in 12.7.1.

Article 13 - Association Rights

13.1 The Association shall have the right of reasonable access to areas in which classified employees work provided that such access does not interfere with the normal work duties of employees.

13.2 The Association shall have the right to use designated institutional bulletin boards and the use of the school mail system for the posting and transmission of Association information. All Association information shall have the proper identification of the Association. The utilization of rights stated within this section shall be subject to reasonable regulation by the District.

13.3 The Association shall have the right to use school facilities at reasonable times subject to reasonable regulation by the District for the purpose of Association meetings. The Association shall also have the right to use typewriters and duplicating devices when otherwise not in use by the District. The District reserves the right to establish reasonable regulations for the use of such equipment and to charge the Association for the cost of materials utilized for typewriting and duplicating purposes.

13.4 The Association shall have the right to review employee's personnel files with the exception of ratings, reports, or records which were (1) obtained prior to the employment of the person involved, (2) prepared by identifiable examination committee members, or (3) obtained in connection with a promotional examination, provided the Association representative is accompanied by the employee and a duly authorized District representative and provided that the request is made at a time when such persons are not required to render services to the District.

13.5 The Association shall have the right to receive, upon request, a complete list of all bargaining unit employees indicating the employee's date of hire,

classification, and primary job site. Such list shall be provided no later than 60 days after such request.

- 13.6 The District shall provide the Association, upon request, one or two copies of official documents, which it has forwarded to state or county offices, or public information forwarded to the Board of Trustees, or information open to examination by the public.
- 13.7 The President or designee shall be given up to 26 days release time annually for Association business. Such Association business shall be directly related to matters concerning contract provisions. In addition, up to ten bargaining unit members shall be given up to five days each of release time annually for attending the Association State Convention.
- 13.8 The president or designee shall notify the Superintendent or designee at least 48 hours in advance of taking such leave, including the number of days. The Association shall reimburse the District for the cost of a substitute if one is used.
- 13.9 The Association shall be provided the name, classification, job site, and work location of any employee new to the bargaining unit represented by the Association within 10 working days following action by the Board of Trustees.

Article 14 - Organizational Security and Check Off

14.1 Check Off:

CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within fifteen days of the deduction all sums so deducted.

14.2 Dues Deduction

14.2.1 The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this agreement, and who have submitted dues authorization forms to the District.

14.2.2 The District shall deduct the dues, in accordance with the dues and service fee schedule, from the wages of all employees who, after the date of execution of this agreement, become members of CSEA and submit to the District a dues authorization form.

14.2.3 The District shall immediately notify the CSEA Job Representative if any member revokes a dues authorization.

14.3 Service Fee

14.3.1 CSEA and the District agree that each employee in the bargaining unit should contribute equally toward the cost of administration of this agreement by CSEA and for the representation of employees in the bargaining unit by CSEA.

14.3.2 Employees in the bargaining unit who are not members of CSEA on the effective date of this agreement and employees who hereafter come into the bargaining unit shall, either within thirty (30) days of the effective date of this agreement of their employment, apply for membership and execute an authorization for dues deduction on a form provided by CSEA, or in the alternative the District shall deduct from the salaries of employees not applying for membership, a service fee as set forth in the CSEA service fee schedule.

14.3.3 However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.

14.3.4 In the event that an employee revokes a dues or service fee authorization or fails to make arrangements with CSEA for the direct payment of service fees, the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the direct payment of such fees.

14.4 Religious Objection

Any employee covered by this agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment, except that once such employee has submitted evidence to CSEA which proves that he/she sincerely holds such beliefs the employee will be required in lieu of a service fee, to pay the sum of such service fee to a nonreligious, non-labor organization, charitable fund exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following lists of three:

1. American Cancer Society
2. American Heart Association
3. Children's Hospital of Orange County (CHOC)

14.5 Deduction and payment of Charitable Contributions:

Any employee who belongs to a religious body described herein shall, within thirty (30) days of the date of this agreement of their employment, present proof to CSEA that they are a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one of the three (3) organizations listed in Section 14.4 of this agreement, or in the alternative, such employee shall provide proof to the District that such payments have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative.

If such employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf, the employee organization is authorized to charge the employee for the reasonable cost of using such procedure.

14.6 The Association agrees to indemnify and hold the District harmless regarding any legal claim arising out of the Agency Fee Provision.

Article 15 - Savings

15.1 If any provisions of this agreement are held to be contrary to law by the Public Employment Relations Board of a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

Article 16 - Layoff and Reemployment

16.1 Whenever an employee is laid off, the order of layoff within the class shall be determined by length of service. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

16.1.1 Seniority shall be calculated by comparing hire dates as a regular employee in the classified service in the affected classification. The employee with the most recent hire date shall be laid off first.

16.2 Employees who are laid off are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such employees laid off have the right to participate in promotional examinations within the District during the period of 39 months.

16.3 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off

and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The Board shall make the determination of the specific period of eligibility for reemployment on the class basis.

- 16.4 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.
- 16.5 Employees shall be given notice of layoff not less than 30 days prior to the effective date of layoff and informed of their displacement rights, if any, and reemployment rights.
- 16.6 When, as a result of the expiration of a specially funded program, positions must be eliminated at the end of any school year, and employees will be subject to layoff for lack of funds, the employees laid off at the end of such school year shall be given written notice on or before May 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than 30 days prior to the effective date of their layoff.
- 16.7 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by Sections 16.5 and 16.6 hereof.
- 16.8 Notwithstanding any other provisions of law, any employee who was subject to being, or was in fact, laid off and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff. If the employee is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the employee's request for reinstatement from retirement.

Article 17 - Discipline

- 17.1 General

- 17.1.1 Employees shall be subject to disciplinary action for just cause only. As used herein disciplinary action means dismissal, demotion, suspension with or without pay or other appropriate sanction which the Board of Trustees may seek to impose.
- 17.1.2 Notice of disciplinary action shall be by letter signed by the Superintendent or designee. Such notice of disciplinary action shall contain specific charges against the employee, inform the employee of rights to a hearing on such charges and indicate the time in which such hearing may be requested. The notice of disciplinary action shall also include a statement of employee's right to be represented by counsel at the hearing. Attached to the notice of disciplinary action shall be a form which, when signed and returned to the District within five days after receipt, shall constitute a demand for hearing and a denial of charges. The notice of disciplinary action shall be delivered in person or by deposit in the U.S. mail to the last known address of the employee. Failure of any employee to request a hearing in writing within five days after receipt of notice of disciplinary action shall constitute a waiver of the right to a hearing.
- 17.2 Probationary employees may be subjected to disciplinary action for just cause without the right of a hearing before the Board of Trustees.
- 17.3 Permanent employees may be disciplined for just cause only and shall have the right of hearing before the Board of Trustees or a Hearing Officer. If a Hearing Officer is used, he/she shall be appointed and paid for by the District. The Hearing Officer shall hear testimony, gather evidence, and submit his/her findings to the Board of Trustees. Such Hearing Officer's findings and recommendations are advisory to the Board of Trustees. Any hearing before the Board of Trustees may be in closed session or at a public meeting at the request of the employee. A hearing held before a Hearing Officer shall be in closed session.
- 17.4 The Board's determination of the sufficiency of the cause shall be conclusive.
- 17.5 In conjunction with any disciplinary action, the Superintendent, or designee, may suspend with or without pay any employee of the classified service until the next regular meeting of the Board of Trustees. Thereafter, the employee may be suspended for further investigation or pending temporary action with the approval of the Board.
- 17.6 Rules for informing the employee of his/her suspension, his/her right to a hearing and the conduct of such hearing shall be carried out in the same manner as set forth under articles 17.1.2 and 17.3.

Article 18 - District Rights and Management Powers

- 18.1 It is understood and agreed that the District retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws of the State of California.
- 18.2 The rights of management not expressly limited by the clear and explicit language of this Agreement are expressly reserved to the District even though not enumerated, and the express provisions of this Agreement constitute contractual limitations upon District rights to the extent such express provisions are in conformance with Federal and State laws.
- 18.3 The exercise or failure to exercise any right by management shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

Article 19 - Educational Enhancement Program

19.1 Eligibility

The Educational Enhancement Program is available to all bargaining unit members. This program is designed for classes/courses that are taken outside of the employee's regular workday.

19.2 Types of Classes/Courses

Educational reimbursement may be claimed for a class or seminar conducted by a recognized institution/organization offering instruction that will benefit the employee and/or the District.

19.3 Eligible Classes/Courses

The class/course must encompass material in one or more of the following areas:

- 19.3.1 Information/instruction that will enhance the individual employee's effectiveness in his/her current position. This does not include classes or courses required to maintain certification or licensing in his/her current position.
- 19.3.2 Information/instruction that will increase the individual's ability to assume a position of increased responsibility or technical knowledge in the District.

19.3.3 Information/instruction that will increase the individual's effectiveness in a specific area as a District employee.

19.4 Eligible Expenses

Eligible Expenses shall include the following:

19.4.1 All required registration, tuition, and fees

19.4.2 All required textbooks and educational materials

19.4.3 All required parking permits

19.4.4 Eligible expenses shall not exceed \$400 per employee per fiscal year (July 1 to June 30).

19.5 Approval Process

An employee must submit the request for educational enhancement application form for approval prior to the class/course. Every effort will be made to notify the employee of the approval or disapproval in sufficient time for the employee to participate in the class/course, or appeal if disapproved. Exceptions to the advance approval shall be submitted in writing to the Cabinet member for review and approval or denial.

19.6 Budget

All costs and corresponding approvals associated with this program shall be subject to the annual budget appropriations approved by the Board of Trustees. Training monies and release time may also be budgeted in individual department budgets and administered by the appropriate Cabinet Member.

19.7 Appeal Process

19.7.1 If an employee wishes to appeal a denial of an educational enhancement application, he/she should submit an Appeal Form to the Associate Superintendent, Personnel Services or designee.

19.7.2 The Associate Superintendent, Personnel Services or designee, will convene a meeting of the Educational Enhancement Program Appeal Committee. The committee is composed of two individuals appointed by the Superintendent, two individuals selected by CSEA, and the Associate Superintendent, Personnel Services or designee, who shall serve as chair.

19.7.3 The committee shall inform the employee of the decision. The committee's decision will be final.

19.8 Request for Payment

19.8.1 Upon successful completion of the class/course, the employee shall submit an Educational Enhancement Program Reimbursement Request form, completed and signed, to the District Accounting Office, along with the following documents:

19.8.1.1 Receipts for all expenses must be attached.

19.8.1.2 Proof of successful completion of the class/course must be included.

Article 20 - Classified Professional Growth Program

20.1 Purpose

To enhance quality of service to CUSD students by providing an opportunity for members of the classified service to participate in continuing education in order to increase their professional skills and knowledge while earning salary advancement.

20.2 Eligibility

The Classified Professional Growth program is available to all permanent employees who attend approved professional growth opportunities on or after July 1, 1999.

20.3 Eligible Activities

Credit will be given for approved courses, workshops, and conferences taken at universities, colleges, trade schools, adult education or CUSD-sponsored activities.

20.3.1 Participants are required to attain a grade of "C" or better, or present verification of completion/attendance in order to receive professional growth credit.

20.4 Professional Growth Points

Professional growth points shall be earned by employee participation in off-duty activities that are job-related or of a professional growth nature.

20.4.1 Employees who have earned nine (9) approved professional growth points shall be eligible to receive a one-time professional growth

award in the amount of \$500, payable in a lump sum. Employees shall be eligible for a maximum of \$1,000 per school year.

20.4.1.1 One professional growth point will be given for each semester unit earned. Fifteen hours of seat time will be equal to one semester unit of credit. One-quarter unit will equal 2/3 of one semester unit.

20.4.1.2 One professional growth point will be given for every fifteen (15) hours of completed seat time in approved seminars, conferences, adult education courses, and non-compensated staff development opportunities.

20.5 Approval Process

It shall be the responsibility of the employee to submit a request form for course/activity approval prior to enrollment.

20.5.1 An employee must submit a Request for Professional Growth Participation form to the Associate Superintendent, Personnel Services, at least 5 days prior to enrollment or participation in that activity.

20.5.2 Every effort will be made to notify the employee of the approval or disapproval in sufficient time for the employee to participate.

20.6 Verification and Request for Payment

It is the responsibility of the employee to maintain documentation of program participation and point accumulation.

20.6.1 Upon completion of coursework or activities totaling nine (9) points, it is the employee's responsibility to file a grade card, transcript, or other acceptable proof of completion with the Division of Personnel Services within the designated window period.

20.6.1.1 Verification of completed points must be submitted March 1 through March 31, for payment on May 10; and November 1 through November 30, for payment on January 10.

20.6.1.2 Failure to file for credit within the designated window period will postpone the acceptance of such credits until the next filing period. Incomplete paperwork will not be processed.

20.7 Exclusions

The following are excluded from participation in this program:

- *Employees who are on their initial probation to the District*
- *Employees who are on unpaid leave of absence*
- *Courses/workshops attended during District-paid duty time*
- *Courses/workshops attended for which the District has paid a fee*
- *Courses/workshops reimbursed through the District Educational Enhancement Program*

20.8 Budget

All costs and corresponding approvals associated with this program shall be subject to the annual budget appropriations approved by the Board of Trustees.

Article 21 - Non-Discrimination

21.1 The District and the Association agree that no bargaining unit member shall be discriminated against because of race, color, ancestry, national origin, religious creed, political affiliations, age (over 40), sex, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, sexual orientation, place of residence, denial of family care leave, membership or non-membership in the Association, or for engaging in or refusing to engage in lawful Association activities.

The District and the Association agree that no bargaining unit member shall be subjected to unlawful sexual harassment or harassment in the course of the member's employment or related Association activities.

Article 22 - Completion of Meet and Negotiate

22.1 This agreement constitutes the entire agreement between the parties and concludes meet and negotiate on any item, whether included in this agreement or not, for the term of this agreement. All matters not specifically enumerated within the provisions of this agreement shall be deemed to be the sole decision of the Board of Trustees.

22.2 During the term of this agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and it is agreed that the Association and the District shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this agreement or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District and the Association at the time they met and negotiated and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.

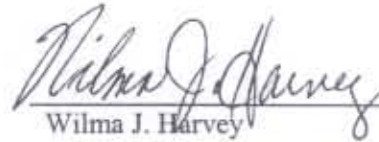
22.3 This agreement shall be effective July 1, **2001**, *and* shall remain in full force and effect through June 30, **2004**.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this *24th* day of June, 2002.

For the Association:

 6/24/02
John Lynch
CSEA President
Date

For the District:

 6/24/02
Wilma J. Harvey
Associate Superintendent,
Personnel Services
Date

California School Employees Association (CSEA) Salary Schedule

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, CA

7/1/01 - 6/30/02

Step 1 Hourly Rate	Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
9.821	12	1,702	1,787	1,876	1,970	2,069	2,172	2,281	2,338	2,396
10.067	13	1,745	1,832	1,924	2,020	2,121	2,227	2,338	2,396	2,456
10.321	14	1,789	1,878	1,972	2,071	2,175	2,284	2,398	2,458	2,519
10.580	15	1,834	1,926	2,022	2,123	2,229	2,340	2,457	2,518	2,581
10.846	16	1,880	1,974	2,073	2,177	2,286	2,400	2,520	2,583	2,648
11.117	17	1,927	2,023	2,124	2,230	2,342	2,459	2,582	2,647	2,713
11.394	18	1,975	2,074	2,178	2,287	2,401	2,521	2,647	2,713	2,781
11.677	19	2,024	2,125	2,231	2,343	2,460	2,583	2,712	2,780	2,850
11.971	20	2,075	2,179	2,288	2,402	2,522	2,648	2,780	2,850	2,921
12.271	21	2,127	2,233	2,345	2,462	2,585	2,714	2,850	2,921	2,994
12.577	22	2,180	2,289	2,403	2,523	2,649	2,781	2,920	2,993	3,068
12.894	23	2,235	2,347	2,464	2,587	2,716	2,852	2,995	3,070	3,147
13.217	24	2,291	2,406	2,526	2,652	2,785	2,924	3,070	3,147	3,226
13.546	25	2,348	2,465	2,588	2,717	2,853	2,996	3,146	3,225	3,306
13.886	26	2,407	2,527	2,653	2,786	2,925	3,071	3,225	3,306	3,389
14.232	27	2,467	2,590	2,720	2,856	2,999	3,149	3,306	3,389	3,474
14.590	28	2,529	2,655	2,788	2,927	3,073	3,227	3,388	3,473	3,560
14.954	29	2,592	2,722	2,858	3,001	3,151	3,309	3,474	3,561	3,650
15.329	30	2,657	2,790	2,930	3,077	3,231	3,393	3,563	3,652	3,743
15.709	31	2,723	2,859	3,002	3,152	3,310	3,476	3,650	3,741	3,835
16.102	32	2,791	2,931	3,078	3,232	3,394	3,564	3,742	3,836	3,932
16.506	33	2,861	3,004	3,154	3,312	3,478	3,652	3,835	3,931	4,029
16.921	34	2,933	3,080	3,234	3,396	3,566	3,744	3,931	4,029	4,130
17.342	35	3,006	3,156	3,314	3,480	3,654	3,837	4,029	4,130	4,233
17.775	36	3,081	3,235	3,397	3,567	3,745	3,932	4,129	4,232	4,338
18.219	37	3,158	3,316	3,482	3,656	3,839	4,031	4,233	4,339	4,447
18.675	38	3,237	3,399	3,569	3,747	3,934	4,131	4,338	4,446	4,557
19.142	39	3,318	3,484	3,658	3,841	4,033	4,235	4,447	4,558	4,672
19.621	40	3,401	3,571	3,750	3,938	4,135	4,342	4,559	4,673	4,790
20.111	41	3,486	3,660	3,843	4,035	4,237	4,449	4,671	4,788	4,908
20.613	42	3,573	3,752	3,940	4,137	4,344	4,561	4,789	4,909	5,032
21.127	43	3,662	3,845	4,037	4,239	4,451	4,674	4,908	5,031	5,157
21.658	44	3,754	3,942	4,139	4,346	4,563	4,791	5,031	5,157	5,286
22.200	45	3,848	4,040	4,242	4,454	4,677	4,911	5,157	5,286	5,418
22.754	46	3,944	4,141	4,348	4,565	4,793	5,033	5,285	5,417	5,552
23.325	47	4,043	4,245	4,457	4,680	4,914	5,160	5,418	5,553	5,692
23.908	48	4,144	4,351	4,569	4,797	5,037	5,289	5,553	5,692	5,834
24.508	49	4,248	4,460	4,683	4,917	5,163	5,421	5,692	5,834	5,980
25.119	50	4,354	4,572	4,801	5,041	5,293	5,558	5,836	5,982	6,132
25.748	51	4,463	4,686	4,920	5,166	5,424	5,695	5,980	6,130	6,283
26.394	52	4,575	4,804	5,044	5,296	5,561	5,839	6,131	6,284	6,441
27.052	53	4,689	4,923	5,169	5,427	5,698	5,983	6,282	6,439	6,600
27.727	54	4,806	5,046	5,298	5,563	5,841	6,133	6,440	6,601	6,766

Hourly rate: Monthly rate divided by 173.33

Shift Differential: Any shift differentials are computed by adding \$52.00 to monthly salary or adding thirty cents (\$.30) to hourly rate.

- Step 6: An employee who has completed one (1) year of service with CUSD on Step 5 is eligible for Step 6. Step 6 shall be 5% higher than Step 5.
- Step 10: An employee who has completed one (1) year on Step 6 and is beginning ten (10) or more years of consecutive, regular service with CUSD is eligible for Step 10. Step 10 shall be 5% higher than Step 6.
- Step 15: An employee who is beginning fifteen (15) or more years of consecutive, regular service with CUSD is eligible for Step 15. Step 15 shall be 2.5% higher than Step 10.
- Step 20: An employee who is beginning twenty (20) or more years of consecutive, regular service with CUSD is eligible for Step 20. Step 20 shall be 2.5% higher than Step 15.

Effective: 7/1/2001
 Adopted: 6/24/2002

Matrixed using QSS Method

2000/01 CAPISTRANO UNIFIED SCHOOL DISTRICT

Range	Series	Range	Series	Range	Series
	<u>Clerical</u>		<u>Instructional Support</u>		<u>Maintenance</u>
21	Attendance Aide	15	Noon Aide	28	Painter's Helper
21	Customer Relations Clerk	17	MS Campus Supervisor	33	Electronic Assistant
21	Health Clerk	18	Instructional Assistant	33	Heating & Air Cond Asst
21	School Clerk I	18	Inst Asst-Community Ed	33	Locksmith Asst
23	Bilingual Clerk	18	Inst Asst-Comm Ed ESL	33	Maintenance Worker
23	Health/Office Assistant	18	Inst Asst-Computer Lab	33	Maintenance Storekeeper
23	Office Assistant	18	Inst Asst-ELD	35	Pool Maint Technician
23	School Receptionist	18	Inst Asst-Preschool	37	Inventory Parts Specialist
23	School Clerk II	18	Inst Asst-Science	37	Carpet/Floor Tile Installer
25	District Receptionist	18	Inst Asst-Special Education	37	Glazier
25	Intermediate Office Asst	18	Inst Asst-Sp Ed Preschool	37	Maintenance Carpenter
25	Personnel Receptionist	20	Bingl Inst Asst	37	Maintenance Locksmith
25	School Clerk III	20	Bingl Inst Asst-Comm Ed ESL	37	Maintenance Painter
26	Attendance Clerk	20	Bingl Inst Asst-Preschool	37	Maintenance Welder
26	Bilingual District Receptionist	20	Bingl Inst Asst-Sp Ed	39	Electronic Technician
26	Elementary School Clerk	20	Inst Asst-SH	39	Heating & A/C Technician
27	Bingl Elem School Clerk	20	Music Assistant	39	Maintenance Electrician
27	Registrar	21	Bingl Comm Services Liaison	39	Maintenance Plumber
28	Personnel Assistant	22	Discrete Trial Training Asst/Tutor	39	Communications Tech
31	Senior Personnel Assistant	22	Inst Asst-SH Swimming	40/41	Maintenance Leadperson ¹
		22	Opportunity Assistant	41	Electronic Specialist
		22	Spec Health Services Asst	41	M&O Buyer/Planner
	<u>Secretarial</u>	24	Campus Supervisor		
26	School Secretary I	24	Job Technician		<u>Operations</u>
28	Secretary	24	Literacy Intervention Specialist	25	Custodian I
28	School Secretary II	24	Student Intervention Asst	27	Boys Ath Equip/Lckr Rm Attn
29	Bilingual Secretary	24	Technology Network Aide	27	Custodian II
30	Office Manager	24	Bingl Student Inter Asst	27	Girls Ath Equip/Lckr Rm Attn
	Community Education	26	Job Technician II	27	Groundskeeper
	Alternative Schools	26	Job Technician II	27	Custodian III
31	Staff Secretary	29	Preschool Teacher	29	Grounds Equipment Operator
32	Elem School Office Manager	31	Preschool Resource Teacher	30	Custodian IV
32	Middle School Office Manager	36	Discrete Trial Training Sr Asst/Tutor	31	Pesticide Applicator Technician
32	High School Office Manager	40	Lead Discrete Trial Training Sr Asst/Tutor	31/36	Irrigation Specialist ²
33	Bingl Elem Sch Office Manager			37	Lead Groundskeeper
33	Senior Staff Secretary I		<u>Tehchnical Support</u>	37	Heavy Equipment Operator
35	Senior Staff Secretary II	24	Braille Transcriber		
		27	Health Technician		<u>TIS</u>
		27	Health Assistant		User Support Specialist
22	Media Center Clerk	29	Interpreter for Hearg Impaired	31	Computer Operator
24	Elem Library Media Tech	30	Licensed Vocational Nurse	37	Computer Install & Supp Spec I
24	Media Network Technician	31	Payroll Specialist	37	Computer Install & Supp Spec II
26	Middle School Media Tech	32	Community Ed Registrar/Academic Advisor	37	Web Master I
28	High School Media Tech	33	Certified Occupational Therapist Asst	40	Network Specialist I
29	Procurement Assistant	34	Academic Advisor	40	Computer Install & Supp Spec II
36	Lead Warehouse Worker (IMC)	34	Assessment Technician	40	Info Systems Specialist I
		34	Benefits Technician	41	Web Master II
		34	Buyer	43	Technology Training Specialist
	<u>Fiscal Services</u>	34	Facilities Technician	44	Network Specialist II
25	Account Clerk I	34	Risk Management Tech	44	Info Systems Spec II
28	Activities Account Clerk	34	Special Projects & Grants Tech	44	User Support Lead
28	Transportation Fee Clerk	34	Head Academic Advisor	44	Comp Install & Supp Spec III
28	Account Clerk II	38	Enrollment Projections Tech	48	Info Systems Spec III
28	Account Clerk II (CSIS)	37	Healthy Start Project Specialist	48	Network Specialist III
31	Account Clerk III	40	Buyer/Planner		
34	Accounting Technician I	41	Special Education Legal Assistant		<u>Warehouse</u>
34	Budget Technician I	44	Nursing Specialist	24	Mail Services Clerk
37	Accounting Technician II	50	Occupational Therapist	28	Storekeeper/Delivery Driver
37	Attendance/Accounting Tech	50	Physical Therapist	40	Lead Storekeeper
37	Budget Technician II				
37	Budget Technician II (CSIS)				
			<u>Food Services</u>		<u>Miscellaneous</u>
	<u>Graphic Arts</u>	13	Food Service Worker	40	Family Support Specialist
27	Bindery Assistant	15	FS Elementary Cashier		
29	Reprographics Technician I	21	Food Service Lead I		
29	Press Technician I	26	Food Service Leadperson		
32	Reprographics Technician II	28	Food Service/Delivery Driver		
32	Press Technician II	29	Food Service Lead II		
36	Graphic Arts Lead	30	Food Service Storekeeper		
		31	Food Service Lead III-Chef		
		31	Food Service Lead III-Opnrns		
		33	FS Refer & Maint Tech		
		36	FS Lead Warehouse Worker		

NOTE: Food Services employees receive an earned meal during their regular work shift.

¹ Range 40 for General Maintenance, Painting, and Carpentry; Range 41 for Heating/Air Conditioning, Electrical, and Plumbing Crews; and Range 44 for Electronics.

² Lower range for unit members appointed on or after 10/1/96.

Memoranda of Understanding*
between the
California School Employees Association,
Chapter 224
and the
Capistrano Unified School District

July 1, 2001 – June 30, 2004

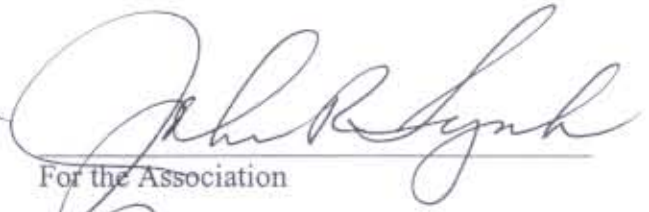
* These are included for reference. MOUs expire on the date indicated and do not renew unless and until re-negotiated.

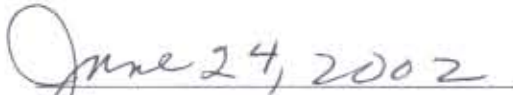
Memorandum of Understanding
between the
Capistrano Unified School District
and
California Schools Employees Association, Chapter 224

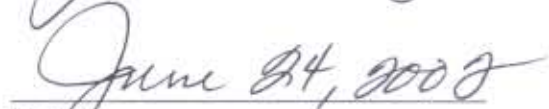
Article 12 – Health and Welfare Benefits

The District and Association agree that the current benefit proration schedule for employees who work less than eight hours per day shall remain in effect through December 31, 2002. Health benefit contributions in the 2003 benefit year, will reflect the percentage increases imposed on the District by its health care providers.


For the District


For the Association


Date


Date

HMO Co-Pay Scenarios for Classified Employees

*** Current Premiums with Current Caps

	Hours	Percent	Employee Only			Employee + 1			Employee + 2		
			Cap	Employee	District	Cap	Employee	District	Cap	Employee	District
Blue Cross	4.0	50.00%	134.85	82.21	134.85	270.00	178.93	270.00	351.40	287.25	351.40
HMO	4.5	56.25%	151.71	65.35	151.71	303.75	145.18	303.75	395.33	243.32	395.33
	5.0	62.50%	168.56	48.50	168.56	337.50	111.43	337.50	439.25	199.40	439.25
	5.5	68.75%	185.42	31.64	185.42	371.25	77.68	371.25	483.18	155.47	483.18
	6.0	75.00%	202.28	14.78	202.28	405.00	43.93	405.00	527.10	111.55	527.10
	6.5	81.25%	219.13	0.00	217.06	438.75	10.18	438.75	571.03	67.62	571.03
	7.0	87.50%	235.99	0.00	217.06	472.50	0.00	448.93	614.95	23.70	614.95
Total Premium			269.70		217.06	570.00		448.93	702.80		638.65

Proposed (or less)

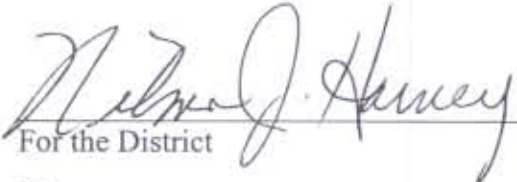
*** Premiums with 20% Increase and \$8000/\$5400/\$2697 Caps

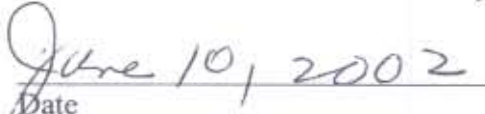
	Hours	Percent	Employee Only			Employee + 1			Employee + 2		
			Cap	Employee	District	Cap	Employee	District	Cap	Employee	District
Blue Cross	4.0	50.00%	134.85	125.62	134.85	270.00	268.72	270.00	400.00	366.38	400.00
HMO	4.5	56.25%	151.71	108.76	151.71	303.75	234.97	303.75	450.00	316.38	450.00
	5.0	62.50%	168.56	91.91	168.56	337.50	201.22	337.50	500.00	266.38	500.00
	5.5	68.75%	185.42	75.05	185.42	371.25	167.47	371.25	550.00	216.38	550.00
	6.0	75.00%	202.28	58.19	202.28	405.00	133.72	405.00	600.00	166.38	600.00
	6.5	81.25%	219.13	41.34	219.13	438.75	99.97	438.75	650.00	116.38	650.00
	7.0	87.50%	235.99	24.48	235.99	472.50	66.22	472.50	700.00	66.38	700.00
Total Premium			269.70		260.47	570.00		538.72	800.00		766.38


Memorandum of Understanding
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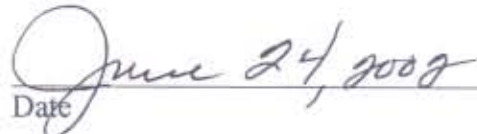
July 1, 2001 – June 30, 2003

The parties agree that in the event the District negotiates a compensation package for any other represented bargaining unit which exceeds that provided for the classified unit represented by the Association, the Association and the District shall reopen negotiations on wages and health and welfare benefits for the purpose of taking into account the compensation agreed to with such other bargaining units. For purposes of this reopener clause, "compensation package" shall include any costs associated with salary schedule modifications or improvements and increased costs related to health and welfare benefits provided. Negotiations pursuant to this provision will commence within ten (10) working days of ratification by the District of any agreement which provides for compensation in excess of that provided by this agreement.


For the District


Date


For the Association


Date

Memorandum of Understanding
between the
Capistrano Unified School District
and
California Schools Employees Association, Chapter 224

July 1, 2002 – June 30, 2004

ARTICLE 7 – RECRUITMENT

The District and CSEA agree to pilot a recruitment program that utilizes applicant pools as follows:

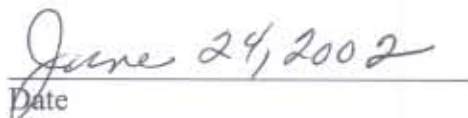
- Positions will be posted as needed, and will be open to internal and external candidates.
- All qualified applicants will be placed in a pool for subsequent referral to sites or selection interviews.
- Internal applicants shall be considered prior to referring external candidates.
- Applicants in the pool will be considered for four months or until the pool is exhausted, whichever occurs first.

Lateral Transfers

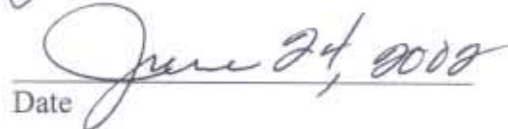
- Internal postings will continue for lateral transfers only. Such postings shall occur upon receipt of an approved Employee Requisition for a period of five (5) calendar days and will include the location of the vacancy.
- Candidates from the applicant pool will be referred after lateral transfers have been considered.

This program will be assessed by a joint labor/management committee on an ongoing basis, and appropriate changes will be implemented.


For the District


Date


For the Association


Date

Memorandum of Understanding
between the
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and
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July 1, 2001 – June 30, 2003

Article 13 – Association Rights

Presidential Release Time

In exchange for each year of Presidential release time (July 1, 2001 – June 30, 2003), CSEA will contribute \$5,000 to Capistrano Unified School District. The District will pay salary and benefit costs for the elected President. In addition, CSEA will designate who shall receive release time under Section 13.7 and will make requests timely and in writing, with a copy to the Superintendent, or designee.

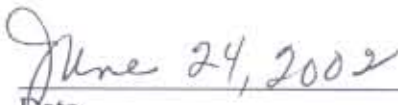
13.1 Once the CSEA President's term expires, said employee shall return to the same position classification and location employee held prior to becoming President, unless mutually agreed upon.



For the District



For the Association



Date



Date

Memorandum of Understanding
between the
Capistrano Unified School District
and
California Schools Employees Association, Chapter 224

July 1, 2002 – June 30, 2004

CLASSIFICATION PLAN

The District desires that classified salaries be competitive and fall within the top one-third of comparable districts. In order to accomplish this, the District agrees to commence a review of all classifications in the bargaining unit during the 2002/03 school year, and begin implementing changes in 2003/04. Once benchmarks have been established, the District will conduct comparability studies every two years.

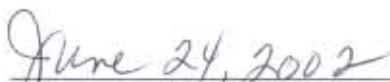
The District and CSEA agree to establish a joint classification committee that will meet four times a year, or as needed, to review reclassification requests. This committee will make recommendations to the Associate Superintendent, Personnel Services. Upon completion of the classification study, the committee will review the results and recommend to the Associate Superintendent whether the position should be upgraded or not.

Job descriptions will be reviewed on an as-needed basis, rather than the current three-year cycle.

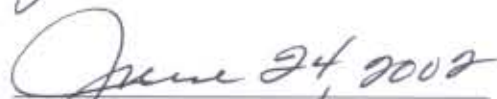
Employees may request a classification review by submitting a request to CSEA and completing the required survey form.

Supervisors may request a classification review by submitting a request to Personnel Services and completing the necessary survey form. The classification committee will be convened to determine if such reviews are justified.


For the District


Date


For the Association


Date

Memorandum of Understanding
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July 1, 2002 – June 30, 2004

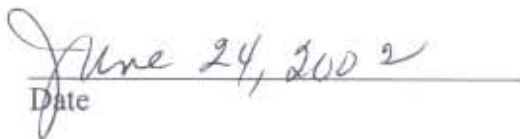
FORMATION OF EMPLOYER-EMPLOYEE RELATIONS COUNCIL

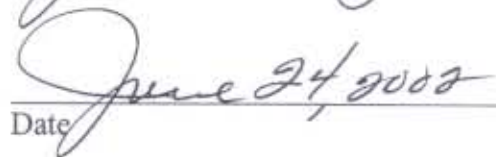
The District and the Association are committed to Interest-based Bargaining (IBB). These techniques have proven to be beneficial in opening lines of communication, sharing information, and building trust. Both sides believe the IBB process has improved our relationship and produces a better collective bargaining agreement.

The District and the Association agree to establish a joint Classified Employer-Employee Relations Council (CEERC). This council will meet bimonthly and will review contract interpretation issues and work together to solve problems of mutual concern. The District and CSEA will appoint a joint sub-committee to review membership, frequency of meetings, and other governance issues to use in this process.


For the District


For CSEA


Date


Date

Memorandum of Understanding
between the
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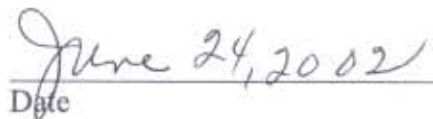
July 1, 2002 – June 30, 2004

**FORMATION OF TASK FORCE
GARMENT IDENTIFICATION PROGRAM**

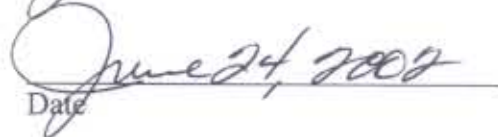
The District and the Association agree to establish a task force comprised of one campus supervisor and administrator from each high school to study and recommend a garment identification program for Campus Supervisors. A District administrator and a CSEA leader will co-chair this task force. Recommendations are to be made during the 2002/03 school year.

It is further agreed that it is the goal of the District and CSEA to include middle school campus supervisors at a later date and to consider expansion to elementary schools.


For the District


Date


For the Association


Date

Memorandum of Understanding
between the
Capistrano Unified School District
and
California Schools Employees Association, Chapter 224

July 1, 2002 – June 30, 2004

OPERATIONS SERVICEPERSON ASSIGNMENT

Upon mutual agreement between CSEA, Chapter 224, and the District, effective July 1, 2000, classified service personnel agree to provide a non-precedent-setting Operations Serviceperson Assignment as described below. This assignment is created in order to increase the effectiveness of Districtwide after-hours coverage of security and emergency situations during evenings, weekends, and holidays. The after-hours Operations Serviceperson Assignment will be open to Maintenance and Operations personnel, whose regular work assignment does not conflict.

Provisions of the Operations Serviceperson Assignment

1. Participation in the assignment of Operations Serviceperson is voluntary.
2. Maintenance and Operations employees will be provided the opportunity to apply for this additional after-hours assignment. Employees who meet the qualifications for this assignment will be interviewed, and those considered the best qualified by the District will be selected.
3. Employees selected for the Operations Serviceperson Assignment will rotate the duty according to a pre-assigned schedule. The duty schedule is established for the entire year and involves assignment on a rotational basis for each Operations Serviceperson involved. Upon occasion, scheduling conflicts may occur. Generally, conflicts are of a personal nature, and substitutions, exchanges, or other modifications will be each individual's responsibility. Whenever a substitution is made, the change must receive prior approval from the Director, Maintenance and Operations, or designee, as far in advance as possible, preferably no less than two weeks. Secondary substitutions will not be permitted. If the substitute cannot take the duty, the original assignee will be responsible.
4. Due to the training afforded the Operations Serviceperson, there will be a two-year commitment required of those in the Maintenance and Operations Department serving in this capacity.
5. The Operations Serviceperson will be compensated at a minimum of \$350 per week of duty, in addition to his or her regular salary. However, if the hours worked by the employee, computed at time and one-half of the employee's regular hourly rate, exceed the minimum compensatory amount of \$350, such employee shall receive additional compensation for those excess hours at their then assigned hourly rate at time-and-one-half.

Memorandum of Understanding between the Capistrano Unified School District and
California Schools Employees Association, Chapter 224
July 1, 2002 – June 30, 2004
Operations Serviceperson Assignment
Page 2

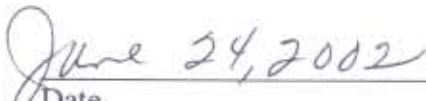
6. Article 3.6, Recall Time, of the Agreement between CUSD and CSEA Chapter 224, is
waived.



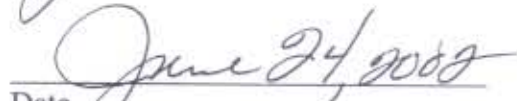
For the District



For the Association



Date



Date