



2018-2021 Version
AGREEMENT



Between

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS CHAPTER #109**

AND

**COACHELLA VALLEY UNIFIED
SCHOOL DISTRICT**

Coachella Valley USD Negotiations Team

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CSEA Chapter 109 Negotiations Team

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EFFECTIVE DATES: July 1, 2018 – June 30, 2021

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ARTICLE 1: AGREEMENT

- 1.1 This Agreement is by and between the Coachella Valley Unified School District (hereinafter District”) and Chapter #109 of the California School Employees Association (hereinafter “CSEA”).
- 1.2 This Agreement is entered into under the Educational Employment Relations Act, as set forth in Chapter 10.7 (commencing with Section 3540 of the Government Code). Except as otherwise specifically provided herein, the effective dates shall be from July 1, 2018 to June 30, 2021 and shall continue in effect from year to year thereafter, unless amended, modified or terminated as provided below.
 - 1.2.1 Any party wishing to amend, modify or terminate this Agreement shall send written notice to the other party of its intention to do so within ninety (90) days prior to the expiration date of this Agreement. Thereafter, the District and CSEA shall meet and negotiate in a good faith attempt to reach Agreement for a successor collective bargaining Agreement.
- 1.3 Upon ratification of this 2018-2021 successor contract, the District and CSEA agree to reopen negotiations limited to settlement of the 2018-2019 salaries, no later than October 30, 2018. For 2019-2020 and 2020-2021, negotiations may be reopened annually over salaries, fringe benefits, and two additional articles for each party and any additional article mutually agreed upon between the District and the Association each year. Negotiations over the re-openers or a successor Agreement shall begin as soon as possible after the public notice requirements have been met and this Agreement shall stay in force until the re-openers negotiations between the District and CSEA have been completed.
- 1.4 Except as specifically stated herein, the provisions of the 2017-2018 Agreement shall be incorporated in this 2018-2021 Successor Agreement.
 - 1.4.1 This Agreement is subject to ratification by the Board of Education and the Association ratification procedures per CSEA Policy 610.

ARTICLE 2: RECOGNITION

- 2.1 The District recognizes CSEA as the exclusive representative for the following comprehensive unit of classified employees: All classified employees not designated as certificated, management or confidential.
- 2.2 All newly created positions except those designated as certificated, management, and confidential, and those otherwise excluded by operation of law, shall be assigned to a bargaining unit position.
 - 2.2.1 The District shall meet with CSEA to determine where new positions will be placed on the salary schedule.
 - 2.2.2 If no agreement is reached, the classification(s) in dispute shall be submitted to the Public Employment Relations Board for determination.
 - 2.2.3 Employees new to the district may be allowed a maximum of nineteen (19) months of previous service credit (Column C).

ARTICLE 3: ORGANIZATIONAL SECURITY

- 3.1 **Check Off.** CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District.
- 3.2 **Dues Deduction.** The District shall deduct in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement. The District shall deduct the dues in accordance with the dues schedule from wages of all employees who, after the date of execution of this Agreement, become members of CSEA.
- 3.3 **Term of Membership.** The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly (and/or after leaves of absence). Membership shall be tracked by CSEA within its membership database.
- 3.4 **Hold Harmless.** CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or other actions arising from the organizational security provisions contained herein. CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The District shall promptly notify CSEA of any claims made by employees relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 4: CONCERTED ACTIVITIES

- 4.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA, its officers, agents, or members during the terms of this Agreement.
- 4.2 The CSEA unit recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward insuring all employees to do so.
- 4.3 It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination by the District.

ARTICLE 5: ASSOCIATION RIGHTS

- 5.1 CSEA representatives (local, regional, State, and staff) shall have the right of access to unit members during lunch period, breaks, before and after work hours, for the purpose of conducting CSEA business, providing that such business shall not interfere with the work of other employees. CSEA representatives shall notify the site administrator or designee of his/her presence on the site.
- 5.2 CSEA may make use of designated school mail boxes, designated employee bulletin board space, etc., negotiated by the Superintendent and CSEA.

5.2.1 Use of District Electronic Mail (E-Mail) System. The CSEA Chapter President or CSEA officer designee (limited to the CSEA Vice-President, Secretary, Treasurer, Chief Union Steward and Webmaster) may use the district electronic mail system for scheduled and mass emails related to union business without advance permission from the District. CSEA shall notify the Assistant Superintendent of Human Resources of the identity of the Chapter President's designee, if any, for email purposes. The Association will not distribute information which is knowingly false or defamatory or which is prohibited by Education Code section 7054, and/or other applicable laws. Additionally, all CSEA emails shall contain the identifier: "From CSEA Chapter 109." Except as provided above, the District's Board Policy and Exhibit 4040 on Employee Use of Technology shall continue to govern the use of the District's electronic mail system.

- 5.3 The CSEA Chapter 109 negotiations team will be allowed release time for six (6) persons for negotiations.
- 5.4 CSEA shall provide the names of all CSEA Chapter 109 officers to the Assistant Superintendent of the Human Resources Department.
- 5.5 The District shall provide written notice to the CSEA Chapter 109 President and to the Labor Relations Representative, with sufficient opportunity to bargain changes to hours, wages, and terms and conditions of employment in accordance with EERA.

All written notices shall be deemed duly given, served or delivered either (A) upon personal delivery, or (B) upon delivery by email and by mailing the same by United States mail to the Chapter President and Labor Relations Representative at the addresses as set forth below:

Association: President, CSEA Chapter #109
C/o California School Employees Association
Address of Record
And
Assigned CSEA Staff Person for Chapter 109
c/o California School Employees Association
10211 Trademark Street, Unit A
Rancho Cucamonga, CA 91730

- 5.6 **CSEA Chapter President Release Time.** The CSEA Chapter President or, in the President's absence his/her designee, shall be provided forty (40) hours per week of Chapter President release time. CSEA shall reimburse the District one-half the actual amount the CSEA Chapter President's salary plus retirement system contributions. Such reimbursement is to be submitted promptly on a monthly basis following receipt of invoices from the District. If CSEA cannot afford its portion of the full-time release time CSEA Chapter President, then in that event, the District shall still provide twenty (20) hours of release time per week for the CSEA Chapter President, or in the Chapter President's absence his/her designee.
- 5.7 **NIGHT-SHIFT EMPLOYEES RELEASE TIME FOR MONTHLY CSEA MEETINGS.** Subject to prior notification to and approval by his or her immediate supervisor, all night-shift bargaining unit workers may be afforded no more than one hour of release time once per month to attend CSEA general membership meetings or CSEA ratification meetings, as applicable, without loss of compensation, and without use of the employee's personal sick leave or vacation leave. Night-shift employees may combine the release time for monthly CSEA meetings provided for under this section, with his/her lunch time on the day of the CSEA meeting

5.8 **NEW EMPLOYEE ORIENTATION**

5.8.1. DISTRICT NOTICE TO CSEA OF NEW HIRES

- a) The District shall provide CSEA notice of any newly hired classified employee, within thirty (30) days of date of hire or by the first pay period of the month following date of hire, via an electronic mail which shall include the following information: full legal name, date of hire, classification, and site.

5.8.2. EMPLOYEE INFORMATION

- a) "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.
- b) The District shall provide CSEA with contact information on the new hires, except as precluded by law. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, within thirty (30) days of hire or by the first pay period of the month following the date of hire. This contact information shall include the following items that are on file with the District, with each field in its own column:
 - i. First Name;
 - ii. Middle initial;
 - iii. Last name;
 - iv. Suffix (e.g. Jr., III)
 - v. Job Title;
 - vi. Department;
 - vii. Primary worksite name;
 - viii. Work telephone number;
 - ix. Work telephone extension;
 - x. Home Street address (incl. apartment #)
 - xi. City
 - xii. State
 - xiii. ZIP Code (5 or 9 digits)
 - xiv. Home telephone number (10 digits);
 - xv. Personal cellular telephone number (10 digits);
 - xvi. Personal email address of the employee;
 - xvii. Employee ID;
 - xviii. Hire date;

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired in any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

- c) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact

information shall also include the following information that is on file with the District, with each field listed in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work telephone extension;
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Employee ID;
- xviii. Hire date

5.8.3. NEW EMPLOYEE ORIENTATION

- a.) "New employee orientation" means the onboarding process of a newly hired classified employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b.) The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. The parties agree that on a recurring basis, notice regarding one-on-one onboarding procedures are likely to be shorter than ten (10) days. CSEA access shall not be impeded due to any shorter notice of a one-on-one orientation.
 - i. In the event the District conducts a group orientation, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
 - ii. In the event the District conducts one-on-one orientations with new employees CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- c.) The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any new employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

- d) The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time. This section shall not apply to time prior to an employee's first day of work.
- e) During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

5.8.4. DURATION OF AGREEMENT

- a) Term: This Agreement shall become effective upon the approval by both parties, and shall remain in full force and effect until it is renegotiated.
- b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.
- c) Violations of Agreement: "Any alleged violation, misinterpretation, or misapplication of the terms of this Article shall be subject to the grievance and arbitration provisions of Article 10 except as follows:
 - (1) The definition of a grievant: Only CSEA and its Chapter #109 can be the grievant, not an employee.

ARTICLE 6: EMPLOYEE RIGHTS

- 6.1 The District and CSEA recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form or participate in employee organization activities.
- 6.2 Neither the Board nor the Association shall discriminate against any employee on the basis of race, ethnicity, gender, religion, national origin, (as provided in federal and State law), age, disability, sexual orientation (as limited by State law), or any other protected class or activity, including membership or lack of membership in an employee organization, or for participation in lawful employee organization activities, or refraining from participation in employee organization activities, or for the exercise of any rights or benefits granted by this Agreement.
- 6.3 Employee groups in the District will be able to arrange for group transportation to conferences and workshops at their discretion. All allowable contracted transportation will be posted at the bus driver center 48 hours prior to the trip.
- 6.4 **Personnel Files.** Employee personnel files are to be made available for inspection by the employee provided that the request is made at a time when the employee is not actually requested to render services to the district. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members or (3) were obtained in connection with a promotional examination.
 - 6.4.1 Information of a derogatory nature shall not be entered into the employee's personnel file unless and until the employee is given notice (10 working days) and an opportunity to review and comment on that information. An employee shall have the right to enter and have attached to any such derogatory statement, his/her own comment thereon. Such review may take place

during normal business hours provided the release time to the employee does not negatively impact the day-to-day operations of the site/department.

6.4.2 All personnel files shall be kept in confidence and shall be available for inspection on a need to know basis.

6.4.3 Subject to the above conditions, an authorized representative of CSEA may accompany the employee in inspecting the employee's personnel file or may inspect the personnel file provided he/she first presents a current written authorization to do so signed and dated by the employee. An appointment shall be scheduled for such review as soon as practicable.

6.5 Evaluations. A permanent employee shall have the right to review and respond to an evaluation with an overall rating of unsatisfactory or improvement needed. An evaluation may be appealed to the Executive Director of Personnel Services. The appeal shall be made within 10 working days of presentation of the evaluation. The Executive Director shall hold a conference with the employee and his/her CSEA labor representative as soon as is practical. Upon a showing that the evaluation has been improperly based or issued, the Executive Director shall make any necessary changes to the evaluation to insure that the evaluation is accurate and fair. The Executive Director of Personnel Services decision is final and not subject to arbitration.

ARTICLE 7: RIGHTS

7.1 Management Rights. It is understood and agreed that, except as limited by the terms in this Agreement, the District retains all of its powers and authority to direct, manage and control the operation of the District to the extent allowed by the law. Included in, but not limited to, those powers and rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine District curriculum; design, build, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency as provided for under "**emergencies.**" In addition, the District retains the right to hire, classify, assign, evaluate, promote, demote, terminate and discipline employees as provided by law. This recital in no way limits other District powers as granted by law.

7.2 Limitation. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

7.3 Emergencies. The District retains its right to suspend this Agreement in cases of emergency for the reasonable period of time required by the emergency. Emergencies shall be limited to national-, state-, or county-declared emergencies and natural disasters, or a situation where the District cannot reasonably be expected to continue its operation.

7.4 Employee Responsibility – Development of Time. Each unit member, realizing the duties and responsibilities of their position, agrees that during the work day, they will apply themselves 100% to

the assigned task of their specific position. Outside forces or issues will not be used as an excuse or reason to keep the unit member from performing at this high level.

ARTICLE 8: SAVINGS PROVISIONS

- 8.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction and/or ruling by the Public Employment Relations Board, such provisions will be deemed invalid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 8.2 In the event of suspension or invalidation of any Article or Section of this Agreement, and so long as such Article or Section has not been determined to be outside the scope of representation, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- 8.3 For the purpose of this Article, “outside the scope of representation” shall mean if the idea is illegal, the item is not negotiable.

ARTICLE 9: MAINTENANCE OF STANDARDS

- 9.1 Except as otherwise specified herein, during the term of this Agreement the District shall not change those written Board Policies relating to wages, hours of employment, health and welfare benefits, leaves, transfers, safety, conditions of employment and evaluation procedures without prior notification to CSEA. This above language will not be construed as a waiver of CSEA’s rights to negotiate topics within the scope of representation.

ARTICLE 10: GRIEVANCE PROCEDURE

- 10.1 A “**grievance**” shall mean an allegation by a unit member or CSEA that there has been a violation of a specific provision(s) of this Agreement.
- 10.2 A “**grievant**” shall mean a unit member or CSEA.
10.2.1 The exclusive representative may file a grievance on behalf of a unit member.
- 10.3 A “**day**” shall mean a day when the District office is normally open for business.
- 10.4 The grievant may be represented by the exclusive representative.
10.4.1 The grievant, his/her CSEA representative, and witnesses, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings are mutually scheduled by the District and CSEA.
- 10.5 Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

- 10.6** Time limits may be extended or shortened by mutual agreement of the grievant and the District.
- 10.7** No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure.
- 10.8** Until final disposition of the grievance takes place; the grievant shall conform to the original direction of the District.
- 10.8.1 A unit member not represented by CSEA cannot enhance or detract from the terms of this agreement.
- 10.8.2 Copies of all Level 1 or above grievances and decisions /agreements must be given to the CSEA Chapter President immediately.
- 10.9 Forms.** The written grievance shall be submitted on forms supplied by the District which shall contain the following information:
- A. The grievant name and title;
 - B. The date of filing;
 - C. The date of the alleged violation;
 - D. The specific article(s) or section(s) violated;
 - E. A brief description of the alleged violation(s);
 - F. The specific relief requested.
- 10.10 Informal Step.** Within thirty (30) working days following the act or omission giving rise to the grievance, or no later than thirty (30) working days from the time that the grievant has knowledge of, or reasonably should have known, of the act or omission, the grievant shall request an informal meeting with the immediate supervisor in writing. The employee, and/or CSEA representative, shall discuss the grievance with the immediate supervisor. The immediate supervisor shall attempt to resolve the grievance and shall respond in writing within two (2) working days of the meeting.
- 10.11 Level I.** Within ten (10) working days of the written response of the informal step (10.10), the grievant shall present the grievance in writing to the immediate supervisor.
- 10.11.1 The grievant may request a conference with the immediate supervisor. The conference shall be held within ten (10) days of the request.
- 10.11.2 Within ten (10) working days of receipt of the grievance by the supervisor, or within ten (10) working days of the conference, if one is requested, the supervisor shall communicate a decision to the grievant in writing.
- 10.11.3 If the supervisor does not respond within the time limit, the grievant may appeal to Level II.
- 10.12 Level II.** In the event the grievant is not satisfied with the decision at Level I, the grievance shall be presented in writing on the forms provided by the District, to the chief administrator of the work site, if not the same person as the supervisor in Level I, within ten (10) working days of the issuance of the Level I decision or the deadline within such decision was made.
- 10.12.1 If the chief administrator of the work site is the grievant immediate supervisor, the appeal shall be filed at Level III.
- 10.12.2 The appeal shall contain all materials utilized in the first level, including the decisions rendered if any, and a concise statement of reason for the appeal.
- 10.12.3 The chief administrator shall meet with the grievant within ten (10) working days of receipt of appeal.
- 10.12.4 Within ten (10) working days after the conference, a written decision and the reasons for such decision shall be transmitted to the grievant.

- 10.12.5 If there is no response within the specified time limit, the grievant may proceed to the next level.
- 10.13 Level III.** In the event that the grievant is not satisfied with the decision at Level II, a written appeal to the Superintendent/Assistant Superintendent, Human Resources, shall be filed within ten (10) days of the issuance of the Level II decision or the deadline written, which such decision was to be made.
- 10.13.1 The appeal shall contain all materials utilized in the prior levels including decision rendered, if any, and a specific and concise statement of the reason for the appeal.
- 10.13.2 The Superintendent/Assistant Superintendent, Human Resources, shall meet with the grievant and CSEA representative within ten (10) days of receipt of the appeal.
- 10.13.3 Within ten (10) working days of the meeting between the Superintendent/Assistant Superintendent, Human Resources, and the grievant, a written decision and the reasons for such decision shall be transmitted to the grievant.
- 10.13.4 If there is no response within the specified time limit, the grievant may proceed to the next level.
- 10.14 Level IV Binding Arbitration**
- 10.14.1 If the grievant is not satisfied with the disposition of Level III, the Association may move the grievance to binding arbitration by submitting a written request to the District within 21 days of the Level III decision.
- 10.14.2 The Association and the District shall request the State Mediation and Conciliation Service to supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
- 10.14.3 The fees and expenses of the Arbitrator shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- 10.14.3.1 If any questions arise as to the arbitrability of the grievance, the Arbitrator must rule on the issue of arbitrability before hearing the merits of the case.
- 10.14.3.2 In the event the arbitrator dismisses a grievance on the ground that said grievance is not arbitrable under the Agreement, the Association and /or the grievant agrees to pay all fees and expenses of the Arbitrator.
- 10.14.4 The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a statement of issues, the Arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 10.14.5 The Arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District.
- 10.14.6 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall within thirty days of closing the record, submit in writing to all parties the findings and binding decision.

ARTICLE 11: SALARIES / BENEFITS

- 11.1** In settlement of the negotiations for the 2020-2021 fiscal year, the District and CSEA agree as follows:

11.1.1 Should any other employee group receive a higher total compensation package for 2020-2021 fiscal year that is greater than CSEA's total compensation package for either year, then in that event CSEA may request negotiations over the specific augmentation items to be afforded classified bargaining unit members.

11.1.2 Safety Supervisors shall be moved from Range 18 to Range 19 in order to achieve compliance with statutory minimum wage. All Safety Supervisors shall retain their current step placement when placed in the new range.

11.1.3 Effective upon the approval of this agreement by both parties, the first and second cell of Range 19 (Range 19, Columns A & B) shall be suspended, and all District classifications which are paid at Range 19 shall begin on Range 19, Column C, and any District employees who are in Range 19 at Column A or B shall be moved to Range 19, Column C as though credited with prior service. All unit members shall move to their next column (step) on the salary schedule at their regular anniversary date, regardless of whether affected by this adjustment or not.

11.2 District's Maximum Annual Contribution Towards Health and Welfare Plans: Unless and until negotiated otherwise, beginning September 1, 2019, the District's maximum annual contribution (i.e. the "cap") for bargaining unit employees regularly assigned twenty-hours or more per week towards one Medical, Dental, Vision, and Life Insurance Plan shall not exceed \$21,655. In the event of an increase in health and welfare premiums that result in the cap being exceeded, the District shall not be required to increase its annual contributions beyond the cap set forth above unless and until negotiated otherwise. If the cost of health and welfare premiums exceed the District's maximum annual contribution (i.e. the "cap"), the difference shall be deducted from employees' monthly salary warrant. Each year, CSEA and the District will begin negotiations on Health and Welfare benefits as soon as premium costs and plan availability are known

11.3 Group Health, Vision, Dental, and Life Insurance Plans. Unless and until negotiated otherwise, the District will provide one (1) medical, vision, dental, and life insurance plan for each eligible bargaining unit employee, including eligible dependents coverage as applicable as provided below.

11.3.1 Effective July 1, 2018 the District and CSEA have agreed to offer the following medical, dental, vision, and life insurance plans to active bargaining unit employees:

Active Bargaining Unit Employee Plan Options	
Type of Coverage	Plan Name
Composite Blue Cross PPO	CVT PPO Plan 2A
Composite Blue Cross HMO1	CVT HMO Plan 1
Composite Blue Cross HMO2	CVT HMO Plan 2
Composite Kaiser 1 Active Chiro	CVT Kaiser Plan 1
Composite Kaiser 2 Active Chiro	CVT Kaiser Plan 2
Composite Kaiser 3 Active Chiro	CVT Kaiser Plan 3
Delta Dental	Delta Dental Plan
VSP Vision	VSP Plan
Life Insurance	\$10,000 Plan

- 11.3.2 For the purposes of this section, any changes in providers, coverage, or plans will not take place without prior written notification to CSEA, and without providing CSEA with an opportunity to negotiate any proposed changes in providers, coverage, or plans.
- 11.3.3 Eligibility for District-paid medical health, vision, dental, and life insurance benefits provided by this article shall be limited to those bargaining unit employees who are regularly assigned twenty-hours per week or more.

11.4 Early Retirement. After 15 years of continuous service in the Coachella Valley Unified School District, including the year prior to retirement, the District will provide the enrollment options, health insurance benefits (Medical, Vision and Dental), and District maximum contribution not to exceed \$21,655. Early retiree benefits will continue for up to 10 years to persons retiring at age 55 or later. Benefits to cease when an employee becomes eligible for Medicare at age 65 or other group health insurance benefits through future employment. An employee planning to retire at the end of the school year will provide notice to the Human Resources by April 2nd. Retirees on the District health plan shall pay any costs which exceed the cap to the District on a monthly basis at the beginning of each plan year.

Eligible Retirees Plan Options	
Type of Coverage	Plan Name
Retiree 4-Tiered Blue Cross PPO, Under 65	CVT PPO Plan 2A
Retiree 4-Tiered Blue Cross PPO, Medicare A&B	CVT PPO Plan 2A
Retiree 4-Tiered Blue Cross HMO, Under 65	CVT HMO Plan 1
Retiree 4-Tiered Blue Cross HMO, Under 65	CVT HMO Plan 2
Retiree 4-Tiered Kaiser 1 Under 65 Chiro	CVT Kaiser Plan 1
Retiree 4-Tiered Kaiser 2 Under 65 Chiro	CVT Kaiser Plan 2
Retiree 4-Tiered Kaiser 3 Under 65 Chiro	CVT Kaiser Plan 3
Delta Dental	Delta Dental Plan
VSP Vision	VSP Plan

11.4.1 Disability Retirement:

The district will provide medical insurance benefits to classified employees that meet the length of service requirement listed in 11.4, and the illness/injury is considered to be terminal. The specific term is defined as follows: terminal - a medical condition that cannot be cured and will cause death. Before benefits under this provision are to be provided by the District, the employee must submit a certificate from a medical practitioner specializing in the area of illness/injury stating to a medical certainty that the employee suffers from a qualifying illness/injury as defined above. At the District's discretion, it may either make follow-up inquiries with the practitioner and/or require the employee to be examined by a medical practitioner of its choice at its own expense in order to obtain a second opinion. The employee will be required to execute sufficient medical release(s) to enable the District to receive medical information from any practitioner examining the employee for the purposes of determining this benefit entitlement. Following receipt of the second opinion, the District will then decide to accept or deny benefits.

ARTICLE 12: LAYOFF AND RE-EMPLOYMENT

12.1 Definitions:

- 12.1.1 **“Layoff”** is defined as an involuntary separation from the District service due to lack of work or lack of funds.
- 12.1.2 **“Class”** is defined as the job family of related classifications.
- 12.1.3 **“Classification”** is defined as positions that are assigned the same title, position number, job description, minimum qualifications and salary range.
- 12.1.4 **“Seniority”** is defined as length of service determined by date of hire within a “class”, plus higher classes, without a break in service.
- 12.1.5 **“Date of Hire”/ “Hire Date”** is defined as the first day of paid service in a bargaining unit position.
- 12.1.6 If two (2) or more unit members have equal seniority as defined herein, the bargaining unit employee with the earlier hire date to any position in the bargaining unit shall be considered most senior. If a tie still exists, seniority shall be determined by lot.
- 12.1.7 **“Qualified”** shall mean the employee who meets the minimum qualifications as determined by the job description.

12.2 Notice of Layoff:

- 12.2.1 When, as a result of a reduction or elimination of the service being performed by any department where classified employees are subject to layoff for lack of work or funds, affected employees shall be notified by certified mail sent to the most recent address provided to the District by the employee. The notice shall be received by the employee no later than sixty (60) calendar days prior to the effective date of layoff.
- 12.2.2 A copy of each layoff notice shall be sent to the current CSEA President.
- 12.2.3 After notification of displacement rights (if any), the employee must notify the Personnel Office of his/her intention to exercise displacement rights within seven (7) calendar days.

12.3 Displacement Rights (Bumping). In the event of a layoff in any classification (specific job), the layoff will be in reverse order of seniority within the class (job family). That means that the employee with the least seniority in the class (job family) will be the first laid off in the affected classification (specific job). In the event that a bargaining unit employee receiving a notice of layoff cannot exercise bumping right within his/her classification (specific job), they may exercise their class (job family) seniority in the following manner:

- 12.3.1 If the employee is qualified and has sufficient seniority, he/she may displace the employee with the lowest class seniority in equal classifications (same salary range) within the class (job family).
- 12.3.2 A lack of seniority or qualifications in equal classifications within the class will permit the employee to displace the least senior employee in succeeding lower classifications if he/she has the necessary seniority and qualifications.
- 12.3.3 If an employee lacks the qualifications or sufficient seniority to bump into any of the succeeding lower classifications within the same class (job family), the employee may then look to other classifications in which he/she has established seniority. If the classification previously held is designed a lower salary range, the employee may exercise seniority in the classification.
- 12.3.4 A unit member displaced by the operation of this layoff procedure shall have the same layoff rights and may exercise seniority displacement as though he/she was being laid off.
- 12.3.5 In lieu of the displacement rights described herein a unit member may accept reassignment to a vacant position in an equal or lower classification.

12.4 Re-Employment Rights:

- 12.4.1 Unit members who have been laid off shall be placed on a re-employment list for thirty-nine (39) calendar months.

- 12.4.2 Offers of re-employment shall be made in reverse order of layoff by seniority in the class as vacancies occur in equal or lower classifications for which the laid off unit member is qualified.
- 12.4.3 Individuals on a re-employment list shall have three (3) days to respond to a verbal offer of re-employment which, if declined, will be followed by a written verification of the declination, or five (5) days to respond to a written offer sent by certified mail, beginning with the day it is deposited in the U.S. Mail to the most recent address supplied to the District by the unit member. The employee must return to work within five working days from the day they accepted the District's offer of reemployment.
- 12.4.4 Employees, who through operation of this article receive fewer hours or assignment to a lower classification, shall be placed on the re-employment list for an additional twenty-four (24) months.
- 12.4.5 Failure to respond within the time specified a second refusal of employment or failure to return to work on the designated date shall cause the unit member's name to be permanently removed from the re-employment list. Except that failure to respond to an offer upon first becoming eligible shall not cause the unit member's name to be removed from the re-employment list provided the unit member has previously notified the District in writing of his/her temporary unavailability to accept an offer of re-employment.
- 12.4.6 A unit member who elects separation in lieu of displacement or who voluntarily accepts re-assignment to a vacant position in another classification without exercising displacement rights shall maintain his/her re-employment rights under this article.
- 12.4.7 Unit members in layoff status shall have the right to participate in promotional examinations within the District. All laid-off unit members shall receive first consideration for any vacancy for which he/she qualifies and applies before consideration is given to any outside applicant.

12.5 Reduction in Hours:

- 12.5.1 A reduction in hours shall be treated in the same manner as a layoff under this Agreement.
- 12.5.2 If there is a reduction in hours, including a reduction in the work year, of any positions in a classification, unit members shall in order of seniority, be entitled to the maximum number of hours in available positions in his/her current classification.
- 12.5.3 Notwithstanding any other section of this Agreement, the District shall notify CSEA, Chapter #109, in writing of any impending reduction in hours of bargaining unit employees at least two (2) weeks prior to Board of Education consideration of the proposed action. Upon the written request of CSEA, the parties shall meet to discuss the reasons for and alternatives to the reduction in hours. Upon written request from CSEA, the parties shall meet and negotiate over both the decision and the effects of any reduction in hours.

- 12.6 General.** The District shall notify CSEA, Chapter #109, in writing of any impending layoff of bargaining unit employees prior to publication of the agenda of the Board of Education meeting at which the layoff is to be considered.

12.7 Seniority List:

- 12.7.1 During December of each year, the District will compile an accurate seniority list covering each employee and class under this Agreement. The seniority list shall indicate current classification and class seniority as of June 30th of the previous school year. This seniority list shall be posted on the CSEA chapter bulletin board at each school site and work location and five (5) copies shall be provided to the CSEA Chapter #109, President. The seniority list will be available upon request in the Personnel Office.
- 12.7.2 An Employee who wishes to protest his/her date of hire on the seniority list, must file the protest with Personnel Services within thirty (30) calendar days of the posting of the list

- which contains his/her name for the first time, or within thirty (30) calendar days of the postings of any subsequent list which shows a change in his/her seniority from that on the last prior list. Each protest shall be answered in writing with a copy to CSEA, Chapter #109.
- 12.7.3 If an error has been made, the list will be corrected and the correction will appear on the next published list.
- 12.7.4 In addition to the annual seniority list provided for above, the District shall update the seniority list at the time any layoff notice is given.

ARTICLE 13: HOURS AND OVERTIME

The District agrees to extend hours of some paraeducator position to 6.5 hours per day. The parties agree that start and end times of paraeducator shifts shall be negotiated with CSEA annually for all departments and sites no later than July 31 of each year.

District agrees to consider a number of District-wide "Floater" Paraeducator positions with fixed daily hours, to be assigned as needed to cover lunches and breaks, leaves of absence (in lieu of substitutes as preferred), and coverage for the students in the classroom who may ultimately need a Paraeducator per their IEP.

- 13.1** Unit members shall be on duty as assigned by the District. The length of the workday for full-time unit employees shall be eight (8) hours. The regular workweek shall consist of five (5) consecutive days, Monday through Friday, or forty (40) hours for full-time unit members. Part-time unit members shall serve less than a total of eight (8) hours per day and forty (40) hours per week and shall be classified as part-time employees.
- 13.1.1 The length of the workday shall initially be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours per day, days per week.
- 13.2** Rest breaks of fifteen (15) minutes for each four (4) hours worked shall be provided.
- 13.3** An uninterrupted lunch break of not less than thirty (30) minutes and not more than one (1) hour shall be provided.
- 13.3.1 In individual situations, a supervisor, at the request of the unit member, may allow a variation in the lunch break schedule for a unit member in order to allow flexibility in the unit member's regular work day.
- 13.3.2 No modification shall reduce the lunch break to less than thirty (30) minutes.
- 13.4** Breaks enumerated under Articles 13.2 and 13.3 above shall be scheduled by management as near the midpoint of each work period as possible, consistent with the District's work schedule.
- 13.4.1 For unit members who serve other than full-time in their job classifications as set forth in this Agreement, leaves, vacations and holidays which occur within the unit member's work year shall be earned at the ratio of the unit member's assigned hours to a full-time classified work day.
- 13.5** Overtime shall be paid, at the rate of time and one-half of an employee's rate of pay, when an employee is required to work:

- 13.5.1 More than eight (8) hours in one (1) work day;
 - 13.5.2 More than forty (40) hours in one (1) work week.
 - 13.5.3 Saturday pay shall be paid at a rate of time and one-half, Sunday pay shall be paid at double time, and Holiday pay at time and one-half in addition to the regular salary.
 - 13.5.4 The District will offer overtime on an equitable basis among qualified unit members at each department or work site. The District shall identify and assign unit members desiring to work overtime on a rotating basis, based on seniority.
 - 13.5.5 The District shall not change an employee or employees' hours in order to avoid the payment of overtime.
- 13.6** Compensatory time off in lieu of cash compensation for overtime work may be granted at the appropriate rate in effect at the time earned.
- 13.6.1 The unit member has the sole discretion to request compensatory time in lieu of overtime pay.
 - 13.6.2 Compensatory time is taken at the discretion of the unit member with twenty-four (24) hours notice to the supervisor. Allowances may be made in an emergency situation.
 - 13.6.3 A unit member may decline a request for overtime.
 - 13.6.4 Compensatory time must be used within one year of the date it was earned. For hours not used within the year it was earned, all compensatory hours accrued through May 15, of the current fiscal year, shall be paid out with the employees' last regular pay check in the month of June. Any hours accrued from May 16 through June 30 shall be paid at the end of the next fiscal year.
- 13.7** Any unit member who works an average of fifteen (15) minutes or more per day in excess of the regular part-time assignment for a period of twenty (20) consecutive working days or more, shall have the regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 13.8** **Pay for Work Out of Classification.** Where the duties performed are not fixed and prescribed for the position or reasonably related to those fixed and prescribed for the position, but are in a higher class or step for a period of at least five (5) working days during any 15 calendar-day period, the employee shall be adjusted upward for the entire period in which he/she is required to work out of classification.
- 13.9** **Summer Work Assignments.** Summer work assignments are those assignments that hold no specific job classification. Ending dates may be approximate depending on the assignment. The Human Resources Department shall make available applications for summer work. Applications must be completed and returned to Human Resources by the first Monday in April of each year. Selection of employees for summer work shall be assigned by District date of employment (i.e. on a rotating basis by seniority in the District). An employee who rejects a summer work assignment shall automatically go to the bottom of the rotating seniority list, and the next senior employee shall be contacted. Employees must be available to work the entire term described or they will be disqualified from this process. Specific summer work assignments which require specialized trained staff will be filled by qualified trained employees first. If no qualified employees are available the assignments will be filled from outside sources.
- 13.10** **Summer School Assignments.** All other summer school assignments shall be filled by district seniority and by classification. Should the senior applicant choose an assignment with a shorter duration than a lesser senior employee, he/she will not have the option to bump the lesser senior employee. Specific summer school assignments which require specialized trained staff will be filled

by qualified trained employees. If no qualified employees are available the assignments will be filled from outside sources.

- 13.11 Night Differential Pay.** Unit members starting their workday after 11 a.m. shall be additionally compensated at a calculation based on column "F" Step 33 multiplied by .030.

ARTICLE 14: HOLIDAYS, VACATIONS, AND LEAVES

- 14.1 Holidays.** The District agrees to provide all bargaining unit employees with the following paid holidays:

1. The day before New Year's Day
2. New Year's Day
3. Martin Luther King, Jr. Day
4. Lincoln's Birthday
5. Washington's Birthday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Friday after Thanksgiving (in lieu of Admissions Day)
10. Veterans' Day
11. Thanksgiving Day
12. The day before Christmas Day
13. Christmas Day
14. Good Friday to be a full holiday

- 14.2** Every day declared by the President or the Governor of this State as a public fast, thanksgiving, or holiday, or any other day declared a holiday by the Governing Board shall be a paid holiday.

- 14.3** When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday.

- 14.4** When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

- 14.5** Except as otherwise provided in this article, a unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

- 14.6** Unit members not normally assigned to duty during the school recess periods of winter and spring recess and New Year's Day shall be paid for those holidays provided that they were in a paid status during any portion of the working day of the normal assignment immediately preceding or succeeding the recess period.

- 14.7 Vacations:**

14.7.1 Every regular classified employee, permanent and probationary, shall receive vacation at the prescribed rate as part of compensation; however, earned vacation shall not become

vested for a probationary employee until completion of the probationary period. Regular employees who are on leave to serve in a limited-term assignment shall earn vacation during such term assignments. Vacation shall also be earned during any paid leave of absence.

14.7.2 Vacation entitlement shall be vested at the following rates after six (6) months of service:

- 1 - 48 months of service** - 1 day per month of determined assignment
- 48 - 96 months of service** - 1.25 working days per month of determined assignment
- 97 - 120 months of service** - 1.67 working days per month of determined assignment
- Over 120 months of service** - 1.83 working days per month of determined assignment

14.7.3 Twelve (12) month employees may carry one-half year's allocated vacation over to the next year.

14.7.4 In order to qualify for vacation credit, an employee must work at least sixteen (16) days in a calendar month. The exception is for employees who work a full academic year (approx. 180 days). Those employees will be entitled to vacation credit for the month of June (pro-rated for part-time workers as per Article 14.7.5 below).

14.7.5 For part-time employees, vacation entitlement is pro-rated on the same ratio as the regular work hours per day to an eight-hour day.

14.7.6 Vacation schedules shall be prepared by the department head or principal on a yearly basis (September 1 thru August 31) at the beginning of the school year by September 30th by seniority and by classification. Employees may submit their vacation request on or before September 15th.

14.7.7 Ten-month regular employee: Any vacation earned and not used will be included in the fund warrant in June.

14.8 Paid Sick Leave:

14.8.1 Paid sick leave is the authorized absence of an employee because of illness, injury, medical or dental appointment, or as expressly guaranteed within this article. Employees shall earn sick leave at the rate of one (day) per month of full-time service. For employees who work a full academic year (approx. 180 days), those employees will be entitled to 10 sick days (pro-rated for part-time workers as per Article 14.8.2 below).

14.8.2 In order to qualify for sick leave credit, an employee must work at least sixteen (16) days in a calendar month. If the employee does not use the full amount of sick leave in any school year, the number of days not used shall be accumulated from year to year, with no limit to accumulation. Part-time employees shall be entitled to sick leave in the same proportion as the ratio of hours worked daily is to an eight-hour day. If employment is separated, no compensation will be paid for unused sick leave. The unused sick leave shall be reinstated, as a condition of employment should the employee return to work, as a regular classified employee, within thirty-nine (39) months of separation. Annual sick leave accounts will be issued at the beginning of each fiscal year.

14.8.3 At the beginning of each fiscal year, the sick leave "**bank**" of the employee shall be increased by the number of days paid sick leave which he/she would normally earn in the ensuing fiscal year. An employee's sick leave "**bank**" shall be adjusted if a change of assignment alters the amount of leave earnable.

14.8.4 Sick leave may be taken at any time of illness or injury except that employees on probationary status may not exceed one (1) day sick leave for each month of service. Donation of Sick Leave - To be eligible for a donation of sick leave, an employee must meet the following criteria:

14.8.4.1 Definition of a catastrophic injury or illness defined as: any injury or illness which incapacitates a member of the employee's immediate family for an extended

- period of time after exhausting all accumulated sick leave and based upon competent medical evidence.
- 14.8.4.2 File appropriate Request for Donation of sick leave with the District's Personnel Department. Upon notification to the Personnel Department, CSEA will distribute the request to the CSEA members.
 - 14.8.4.3 An employee may donate one (1) day of sick leave per request. Donation of sick leave shall not exceed a total of one hundred twenty (120) days including accumulated sick leave. Only one request for donation of sick leave per injury will be accepted for consideration.
- 14.8.5 Pay for any day of sick leave shall be the same rate the employee would have received if the employee had worked that day.
 - 14.8.6 While absent on sick leave, personal necessity leave, bereavement leave, vacation, jury duty, compensatory time leave (full days only), and any other leave of absence the unit member must notify the Absence Reporting System currently used by the District at 1 1/2 hours before the shift on the day of the absence unless conditions make notification impossible. If the employee needs to report an absence for more than one day the employee may report the dates of the absence and is not required to call each day. Whenever possible notification should be given the day before.
 - 14.8.7 At the District's option, an employee may be requested to submit a medical release to return to work before resuming duties. The request for medical release must be given to the employee prior to their return to work. When an Employee provides a medical release that returns them to work with recommended restrictions and/or limitations, the District shall engage in the interactive process and shall determine the District's ability to provide reasonable accommodation as applicable by law.
 - 14.8.8 After exhaustion of paid sick leave, an employee who is ill or injured may, upon request, use accumulated vacation leave to avoid leave without pay.
 - 14.8.9 Pursuant to Education Code Section 45196, each school year, each employee shall be credited with 100 working days of leave for illness or injury, which shall be paid at fifty percent (50%) of the employee's salary. Such additional leave shall be used after entitlement to paid sick leave under Section 14.8.1 has been exhausted, and shall run concurrently with full-paid sick leave from the first day of absence for illness or injury, but shall be exclusive of any other paid leave, holiday, vacation or compensation time to which the employee may be entitled.
 - 14.8.10 If, at the conclusion of all sick leave and additional leave, the employee is still unable to assume the duties of the position, the employee will be placed on the re-employment list for a period of thirty-nine (39) months in the same manner as if he/she were laid off for lack of work or lack of funds.

14.9 Industrial Accident or Injury Leave. The rules and regulations concerning industrial accident and illness leaves are as follows:

- 14.9.1 Leave shall be allowed for at least sixty (60) working days in any one fiscal year for the same accident.
- 14.9.2 Allowable leave shall not be accumulated from year-to-year.
- 14.9.3 Industrial accident or illness leave will commence on the first day of absence.
- 14.9.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this State, exceed the normal wage for the day.
- 14.9.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
- 14.9.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining

at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

- 14.9.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement of other sick leave will then be used. If an employee is receiving Worker's Compensation, the employee shall be entitled to use only as much of the employee's accumulated or available sick leave, accumulated vacation or other available leave which, when added to the Worker's Compensation award, provide for a full day's wage or salary.
- 14.9.8 During all paid leaves of absence, whether industrial accident leaves as provided in this section, sick leave, vacation, compensation time off, or other available leave provided by law or action of the District, the employee shall endorse to the District, wage-loss benefit checks received under the Worker's Compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Deduction of entitlement to leave shall be made only in accordance with this section.
- 14.9.9 When an employee provides a medical release that returns them to work with recommended restrictions and/or limitations, the District shall engage in the interactive process and shall determine the District's ability to provide reasonable accommodation as applicable by law.
- 14.10 Exhaustion of Leaves.** When all available leaves of absence, paid or unpaid, have been exhausted, and, if the employee is not medically able to assume the duties of the position, the employee shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. The employee shall be employed in an available vacant position in the class of the previous assignment over all available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.
- 14.11** An employee who has been placed on a re-employment list, as herein provided, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.
- 14.11.1 Appropriate assignment is defined as an assignment to the employee's former class and in assignment areas in which the employee has been made available.
- 14.11.2 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Education authorizes travel outside the State of California.
- 14.12 Bereavement Leave:**
- 14.12.1 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary on account of the death of any member of the immediate family, or three (3) days for extended family members. Bereavement leave shall be granted without loss of salary, benefits, or accumulated sick leave. For purposes of this provision, an immediate family member shall be limited to: spouse, the employee's or the employee's spouse's mother, father, brother, sister, grandmother, grandfather, children, or grandchildren, son-, daughter-, sister- or brother-in-law. Extended family member shall be limited to: the employee's or the employee's spouse's aunt, uncle, niece, nephew and any person living in the immediate household of the employee shall be included.
- 14.12.2 The completed/signed Certification of Bereavement Leave form must be submitted to the Personnel Department within fifteen (15) working days of leave.
- 14.12.3 Personal necessity leave may be used to supplement the bereavement leave.

- 14.13 Jury Duty.** Classified employees are not excused from jury duty. Leave for jury duty with pay will be granted. Payment received from the county for jury duty will be retained by the employee and the District will deduct the daily allowance from the employee's check. Any meal, mileage and/or parking allowance received shall be retained by the employee. Should an employee be released from jury duty, he or she shall return to work on behalf of the district unless there are two (2) hours or less remaining on the regular shift or work day, in which case the employee's absence is excused for the day. If the employee is released from jury duty with two (2) or more hours remaining on the regular shift or work day, the employee must return promptly to work. If an employee regularly scheduled to work swing or graveyard shift completes six hours or more of jury duty, he/she shall be released from work for that day. Any eight-hour swing or graveyard employee who is released from jury duty before completing six hours shall return to work and complete his/her work day during the day shift immediately after being released from jury duty.
- 14.14 Leave for Promotional Examination.** Every employee in the classified service shall be permitted to be absent from duties during working hours to take any examination for promotion in the District without deduction of pay or other penalty, provided the employee gives two (2) days notice to the immediate supervisor.
- 14.15 Leaves of Absence.** Leaves of absence due to pregnancy, miscarriage, childbirth, and recovery therefrom will be considered as sick leave, as for any other type of temporary disabilities.
- 14.16 Military Leave and Servicemember Family Leave.** Employees may return to their former positions or similar positions following involuntary military service if there is a vacancy on the staff.
- 14.16.1 **ELIGIBILITY:** A bargaining unit member who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be eligible for a total of 26 workweeks of FMLA leave during a 12-month period to care for the servicemember. These 26 workweeks would include 12 workweeks taken for any other FMLA-qualifying reason. The leave described in this paragraph shall only be available during a single 12-month period. "Next of kin", used with respect to an individual, means the nearest blood relative of that individual. "Covered Servicemember" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty to active duty (or notification of an impending call or order to active duty) in support of a contingency operation pursuant to Title 10, Armed Forces, of the U.S. Code.
- 14.16.2 **QUALIFYING EXIGENCY LEAVE:** An eligible employee may take up to 12 workweeks of FMLA leave for specific reason to a call to active duty by the employee's parent, spouse or child who is a "covered military member." "Covered military member" means the employee's spouse, child, or parent on active duty or call to active duty. "Qualifying exigency" leave does not apply to members of the Regular Armed Forces, only Reserves, National Guard, or retirees who are called into active duty. The call to active duty must be a federal call; state calls to active duty are not covered unless under the order of the President of the United States. Leave may be taken for the following qualifying exigencies: Short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, and post-deployment activities.
- 14.17 Personal Necessity Leave.** Leave which is credited under sick leave in this Agreement may be used, at the unit member's election for purpose of personal necessity, provided that use of such

personal necessity leave does not exceed eight (8) days in any school year. Four (4) days of regular sick leave time may be used for illness of family members or family emergency.

14.17.1 For purposes of this provision, personal necessity shall be limited to:

- A. Death of member(s) of employee's immediate family; members include: the employee's or the employee's spouse's; mother, father, brother, sister, grandmother, grandfather, children or grandchildren; son-, daughter-, sister-or brother-in-law, aunts, uncles, nieces, nephews and spouse of the employee. In addition any person living in the immediate household of the employee shall be included. This leave shall be in addition to any bereavement leave granted under "Bereavement Leave."
- B. Accident involving his/her personal property, or the personal property of the aforementioned relations or persons (above), of such a nature that the immediate presence of the employee is required during the employee's work day.
- C. Appearance in court as litigant.
- D. Serious or critical illness or injury of member of the immediate family, as defined, of such a nature that the immediate presence of the employee is required during his workday.
- E. Other significant circumstances which are not school or school district related, that the employee feels need immediate attention.

14.17.2 Before the utilization of personal necessity leave, a unit member must provide prior notice to the appropriate supervisor, except in cases of A, B, and D. Should the circumstances outlined in A, B, D arise, the employee shall make every effort to comply with the District procedures to enable the District to obtain a substitute.

14.17.3 P.N. under "**E**" shall not be used on Friday or Monday unless previously approved by their immediate supervisor.

14.17.4 Leave shall not be available for the following:

- Withholding services to the District
- Shopping
- Seeking other employment
- Recreation
- Extending vacation or holidays
- Donating Service
- Attendance at non-professional meetings

14.18 Family Leave.

14.18.1 Bargaining unit employees having at least one (1) continuous year of service shall be afforded all benefits under the California Family Rights Act of 1991 (Government Code Section 12945.2) and the Federal Family Medical Leave Acts of 1993 (29 U.S.C. 2601 et seq.). Under the dual provisions of the State and Federal Acts, Bargaining unit employees are entitled to a maximum of twelve weeks leave in any twelve (12) month period and twenty four (24) weeks leave in any twenty four (24) month period.

14.18.2 "Family Care Leave" means: 1) birth and care for a child of a bargaining unit employee, 2) adoption or placement of a foster child, 3) care of a seriously ill child, spouse or parent, or 4) a serious health condition of the employee making him/her unable to perform job duties.

14.18.3 The District shall maintain the bargaining unit employee's coverage under any applicable health plan for the duration of the leave, except that if more than twelve (12) weeks of leave is taken in any twelve (12) month period, the bargaining unit employee is responsible for that additional cost and shall reimburse the District directly.

- 14.18.4 The bargaining unit employee must substitute any applicable maternity leave, necessity leave, vacation leave, personal leave; medical or sick leave, industrial accident and illness leave, or extended illness leave, prior to using the benefits under this section.
- 14.18.5 Following leave, the bargaining unit employee will be restored to a similar position held at commencement of leave for which the bargaining unit employee is qualified.

14.19 Pregnancy Disability Leave. Employees shall be entitled to use personal illness leave as set forth in this section for the disabilities caused or contributed to by pregnancy, miscarriage, childbirth and/or recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses, injuries or medical disabilities. Such leave shall not be used for childcare, childrearing or preparation for childbearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth or recovery therefrom.

14.19.1 Employees shall be entitled to leave without pay or other benefits for disability caused or contributed to by pregnancy, miscarriage, childbirth and/or recovery therefrom. Total length of leave for a pregnancy-related disability shall not exceed four (4) months subject to the following conditions: A pregnant employee may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required duties and responsibilities and has submitted the necessary doctor's certificate. The District may require verification of the disability.

14.19.2 An employee who takes a pregnancy disability leave is also entitled to take leave under the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA) if she meets the eligibility requirements for a FMLA/CFRA leave. That means that an employee who is eligible for FMLA/CFRA leave may choose to utilize FMLA/CFRA leave to bond with the baby (or for another FMLA/CFRA qualifying event), and still be eligible to then take up to four months of pregnancy disability leave for her pregnancy disability provided her disability persists. While FMLA leave runs concurrently with pregnancy disability leave, CFRA leave may commence upon exhaustion of the four months of PDLA leave or at the end of the employee's pregnancy disability, whichever occurs first.

14.19.3 An employee on pregnancy disability leave for four months or less shall be entitled to return to the same assignment held at the time such leave commenced. If that position is not available, the assignment of the employee upon return to work shall be comparable to that held at the time pregnancy disability leave began.

14.20 Leave of Absence Without Pay. Leave of absence without pay may be granted to a permanent classified employee, upon written request of the employee and the approval of the Superintendent or his/her designated representative, subject to the following restrictions:

14.20.1 Leave of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for service in the Peace Corps may be granted for a period not to exceed twenty-four (24) months.

14.20.2 The granting of a leave of absence without pay gives to the employee the right to return to his/her position or to a comparable position in the same classification at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties.

14.20.3 The Governing Board may, for good cause, cancel any leave of absence by giving the absent employee due notification, except in such cases when the leave of absence was granted for medical reasons. The employee may appeal the cancellation through the exclusive bargaining unit grievance procedure.

14.20.4 An employee may make a written request to the Governing Board to return to work prior to the expiration date of the leave. The Governing Board may approve or reject the request.

- 14.20.5 Failure to report for duty within five (5) working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated by the Governing Board.
- 14.20.6 If the employee's classification has been abolished during the employee's absence, he/she shall be laid off for lack of work and placed on the re-employment list for the class, effective the date of termination of leave. He/she may be returned to a vacant position in a class at the same or lower salary level for which he/she is qualified.

ARTICLE 15: VACANCIES, PROMOTIONS, TRANSFERS, DEMOTIONS AND RECLASSIFICATIONS

- 15.1 Notice of all job vacancies shall be posted online and on bulletin boards in prominent locations at each District job site.
 - 15.1.1 The job vacancy notice shall remain posted for a period of six (6) full working days, during which time unit members may file for the vacancy. Any unit members who will be on layoff or extended leave during the period of the posting shall be notified via email on the date the position is posted. Job postings are also available in the Human Resources Department and on the District website.
 - 15.1.2 The job vacancy notice shall include: job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day, regularly assigned work shifts, days per week, months per year, and the deadline for filing.
 - 15.1.3 Filing: Any unit member may file for the vacancy by submitting an online application to Human Resources within the filing period. A computer will be made available in the Human Resources Department to assist classified employees in the online application process.
 - 15.1.4 Any new employee must complete nine months of consecutive employment as a district employee before they may become eligible for transfers and promotions.
 - 15.1.5 Unit Members who serve in the same classification may be given first consideration for transfer to vacant positions.
 - 15.1.6 No employee shall serve in a temporary capacity, or serve in a substitute and/or short-term capacity in any vacant position for more than two weeks unless the District has posted a job vacancy notice for the vacant position as per Article 15.1.1 above.
- 15.2 Voluntary transfers will be considered prior to initiating involuntary transfers. The District shall not initiate an involuntary transfer for disciplinary or retaliatory reasons, nor for any arbitrary/capricious reasons. Prior to any involuntary transfer the District shall provide a twenty (20) day notice to the affected employee with a copy to CSEA. The affected employee shall have the right to meet with his/her supervisor and to know the reasons for the change. If the employee requests a meeting, said meeting shall occur within the twenty (20) day notice period, and prior to any change being implemented. No employee shall, as a result of an involuntary transfer, suffer any loss of pay, hours per day, and days per month or months per year of assignment.
- 15.3 Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class or classification to insure not less than a five percent (5%) increase in salary as a result of said promotion. In the event that the maximum allowable salary increase is less than five percent (5%), the employee may be placed on the last step of the appropriate range.

- 15.4 Whenever a new position is created within the same classification or an existing position becomes vacant, the District shall first offer the opportunity to interview unit members serving in the same classification in the District, per 15.1.5. Any employee in that classification may apply for transfer to that position by filing a written notice with Human Resources. Any unit member in the classification who files for the vacancy during the posting period shall be interviewed for the vacant position. However, no employee shall serve in a temporary capacity, or serve in a substitute and/or short-term capacity in any vacant position for more than two weeks unless the District has posted a job vacancy notice for the vacant position as per Article 15.1.1 above.
- 15.4.1 The District shall select from the highest scoring three (3) candidates subsequent to the hiring interview process.
- 15.4.2 Where at least three permanent bargaining unit members in the vacancy's classification have applied for the vacant position, the District shall offer the position to one of the lateral transfer candidates.
- 15.5 Employees in the bargaining unit shall be given first consideration in filling any job vacancy within the bargaining unit which can be considered a promotion if they have met the following criteria:
- 15.5.1 An employee meets the job description requirements.
- 15.5.2 An employee has passed the appropriate District administered test. After the announcement and posting of this position vacancy, any employee in the bargaining unit may file for the vacancy by submitting written notice within the filing period to the Human Resources Department. Any unit member on leave or vacation may authorize their representative to file on the employee's behalf.
- 15.5.3 Any new employee must complete nine months of consecutive employment as a district employee before they may become eligible for transfers and promotions.
- 15.5.4 Permanent employees must complete a minimum of six months in their current position before they may become eligible for transfers and promotions.
- 15.5.5 Promotional Probation: A permanent employee who is promoted to a classification in which they have not previously completed a probationary period, shall be considered probationary in that classification for a period of six (6) months.
- 15.5.6 A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which the employee was promoted.
- 15.5.7 During the second and fourth months in the new classification, the immediate supervisor shall meet with the unit member to review performance and provide recommendations for improvement. These evaluations shall specify any concerns the supervisor may have with the employee's ability and performance in the position.
- 15.6 **Definition of Reorganization.** When significant, comprehensive, or far-reaching changes are contemplated to the job duties, job descriptions, pay, or qualifications for multiple classifications within the same or multiple job families or departments, this process shall be defined as REORGANIZATION.
- 15.7 **Reorganization Procedures.**
- 15.7.1 A reorganization request may be initiated by the District's or CSEA's Negotiations Team.
- 15.7.2 When the District or CSEA Negotiations Team propose a reorganization, such proposal shall be "sunshined" as part of an Initial Proposal in front of the Coachella Valley USD Board of Education.
- 15.7.3 The District and CSEA Negotiations Teams may mutually or individually elect to conduct field interviews to validate workflow processes and to observe the utilization of equipment,

tools, technology, and other instruments required to perform the duties of any position or groups of positions.

15.7.4 Following the “sunshining” of any proposed reorganization(s), the District and CSEA Negotiations Teams shall attempt to reach mutual agreement on which reorganization requests, if any, shall be negotiated during the coming year’s reopener or successor agreement negotiations.

15.7.5 Any agreement by the District and CSEA Negotiations Team of any reorganization shall be reduced to writing in the form of a tentative agreement and signed by the members of both the District and CSEA Negotiations Teams. Such tentative agreement(s) shall be subject to review and ratification by CSEA and the Coachella Valley USD Board of Education.

15.8 Definition of Reclassification. When changes are contemplated to the job duties, job description, pay or qualifications for an individual employee, group of employees, or all employees within a single classification, this process shall be defined as a RECLASSIFICATION.

15.9 Reclassification Committee. In order to ensure an efficient, fair and equitable reclassification system, a standing Reclassification Committee is hereby established to consider reclassification requests by unit members and/or their supervisors.

15.9.1 **Warranted Reclassifications.** The Reclassification Committee shall have the responsibility to determine, based on the totality of the circumstances, that a reclassification of a position may be warranted:

- a. If there is a significant proposed change in the types of duties and/or the level of responsibility of one or more job areas;
- b. If there has been a gradual accretion of duties in a job classification (and not a sudden change occasioned by a reorganization or the assignment of completely new duties and responsibilities);
- c. If it is determined that the position was originally under-classified (including job duties and salary in comparison with the overall classification plan in the District).
- d. If the job description does not accurately reflect the current duties of the individual employee(s) in the position.

15.9.2 **Composition of the Reclassification Review Committee.** The Reclassification Review Committee is composed of at least the following equal numbers of representatives from both the District and CSEA:

- a. Three representatives from CSEA, appointed by the Chapter President.
- b. Three representatives from the District at large (supervisory, administrative, classified and/or certificated) appointed by the Superintendent.

15.9.3 **Direct Conflict of Interest of Committee Member.** Any member with a “direct” conflict shall excuse him/herself from the Committee during which time the deliberations and voting on the matter in which he/she has a direct conflict is occurring. The meaning of “direct conflict” is defined as follows:

- a. Any Committee member who is a relative as defined by Article 14.12 of this collective bargaining agreement (Bereavement Leave), or any other conflict of interest as defined by Board Policy 4312.8.
- b. Any Committee member who occupies the same classification of the employee(s) being reviewed.
- c. Any Committee member who has the responsibility of immediate supervision of the employee(s) scheduled for review.
- d. Any Committee member who is the second level of the supervision of the position in review.

- e. Any Committee member whose own personal request is being reviewed by the Committee.
- f. An alternate shall be appointed by the appropriate party to fill the vacancy created by a recusal.

15.9.4 **Meeting Schedule and Timelines.** The Committee shall review reclassification requests received from employees annually as follows:

- a. All completed forms must be received by Human Resources on or before November 1st to be considered for review within the same fiscal year.
- b. The Committee will not consider requests submitted and examined the previous year unless significant changes in job duties can justify such a review. An increase in the volume of work is not a valid reason.
- c. Classifications must be established for a period of at least one year before reclassification can be considered.
- d. A position receiving a reclassification by the Committee which results in an upgraded salary row increase, shall be eligible for reconsideration again after a three (3) year period.

15.9.5 **Reclassification Procedures.**

- a. A reclassification request may be initiated by the employee or his/her supervisor.
- b. All requests for reclassification must be submitted on the "Reclassification Questionnaire Form" and any supporting materials shall be submitted to Human Resources by the November 1st deadline. Forms are available through the District's Human Resources Department.
- c. If the employee initiates the request, the Committee shall provide a copy of the completed form to the immediate supervisor for review. The supervisor shall have at least five (5) working days to provide a response to the Committee. Following the immediate supervisor's comments, the employee shall have at least five (5) working days to provide a response to the Committee.
- d. Committee members are responsible for reviewing the reclassification questionnaire and any supporting materials submitted by the employee or immediate supervisor prior to the scheduled interviews, if any, as provided in subdivision (f) below in this section. A written statement from the next level administrator may also be reviewed. Committee members should be prepared to ask appropriate questions to clarify any issues arising from the questionnaire and materials.
- e. The Committee may elect to conduct field interviews to validate workflow processes and to observe the utilization of equipment, tools, and other instruments required to perform the duties of the position. Salary studies using comparable school districts may be conducted.
- f. An interview may be scheduled with the employee and immediate supervisor before the Committee. The purpose of the interview is to gather information and to clarify any ambiguities.
- g. Following the completion of the review of all requests for reclassification, Committee members shall participate in discussions as a group pertaining to the merit of the request based on the guidelines for reclassification. Committee members shall review and make each recommendation on each issue in front of the Committee. An attempt to reach consensus shall be made.
- h. Committee members shall vote on a recommendation following the interview and in consideration of all the information present.
- i. If the Committee reaches a unanimous decision in its recommendation, the CVUSD Board of Education shall review the unanimous recommendation from the Committee.

Thereafter, the Committee will render its final recommendation to Human Resources, the CSEA Chapter President, and the Superintendent no later than May 1st. The Committee's unanimous recommendations shall be final and considered negotiated for EERA-purposes, and shall not be ratified, nor forwarded to the parties' respective bargaining team for further negotiations.

- j. If the Committee is not unanimous in the recommendation, only that issue(s) which has not been agreed upon unanimously by the Committee will be forwarded to the CSEA President and the Director of Human Resources for consideration for negotiations between CSEA and the District, provided however, that the issue(s) is within the scope of representation (e.g. a change in an existing job description).

15.9.6 **Guidelines for Salary Placement Due to Reclassification.** Placement of a new position on the salary schedule or reclassification to an existing classification may be determined by the degree of the following factors:

- a. Required skills, knowledge and abilities;
- b. Required experience and education;
- c. Scope of responsibility;
- d. Accountability;
- e. Complexity
- f. Working conditions (e.g., indoor/outdoor, safety, etc.)
- g. Supervision given or received.

In no event shall upward reclassification result in a loss of pay for a classified employee, and in no event shall the reclassification change the employee's anniversary date for the purposes of earning salary step increases. Unless agreed upon differently by the Committee, the reclassification accomplished by the Reclassification Committee shall become effective July 1st.

15.9.7 **Reclassification Committee and the Collective Bargaining Process.** It is the intent of the Committee structure to compliment the collective bargaining process and it is recognized that participation in this process is not a waiver of negotiation rights on any subjects within the scope of representation arising as a result of the Committee deliberations, unless the Committee arrives upon a unanimous recommendations as provided by Section 15.9.5, subdivision (i) above in which case the Parties' obligations to meet and negotiate shall be satisfied.

ARTICLE 16: DISCIPLINE

16.1 Discipline is the responsibility of the District. In applying discipline, the District agrees to take action against a bargaining unit employee only for just cause and within the procedures of the agreement and in accordance with law.

- 1. Absence without leave
- 2. Failure or refusal to perform the normal and reasonable duties of the position
- 3. Conviction of any criminal act involving moral turpitude
- 4. Use of the District time, facilities, equipment, or supplies for private gain or advantage
- 5. Disorderly or immoral conduct or loud, boisterous, or argumentative behavior which may lead to physical confrontation
- 6. Insubordination
- 7. Incompetence or inefficiency
- 8. Duplication of any key to a District facility without proper authorization

9. Neglect of duty
10. Negligence or willful damage to public property or waste of public supplies or equipment
11. Dishonesty
12. Persistent violation or refusal to obey safety rules or regulations made applicable by an appropriate State or local government agency
13. Abandonment of position
14. Consumption of alcoholic beverages or intoxication on District premises while on duty at any location
15. Possession on District premises or while on duty at any location of any narcotic, restricted dangerous drug or other controlled substance regulated by the California Uniform Controlled Substances Act unless such possession is under a valid written prescription
16. Incapacity due to mental or physical disability as determined by a medical examination
17. Suspension, revocation or expiration of any license which is required for the employee's performance of job duties
18. And other grounds as specified in Administrative Regulation 4218
19. Documented abuse of sick leave or personal necessity as provided for in this contract will be grounds for disciplinary action

16.2 “Discipline” shall be defined as suspension without pay, involuntary demotion and/or transfer, dismissal, or other corrective remedy other than oral warning, or written report of incident.

16.3 Any disciplinary matter shall be brought to the attention of the Superintendent or designee.

16.3.1 The Superintendent, or designee, shall investigate and discuss the matter with the unit member or with the unit member and a representative, if requested by the unit member. The unit member shall be notified in writing and shall be given an opportunity to respond to the allegations and to comment on the appropriate disposition. The District shall impose discipline uniformly and equally based upon the facts of each individual case.

16.3.2 The Superintendent or designee shall give the employee written notice of the intended disposition within five (5) days of the conclusion of the review process.

16.3.3 Should the employee not be satisfied with the Superintendent's decision, the employee may request a hearing by the Board of Trustees. Every effort will be made to hold the hearing within fifteen (15) days of the request.

16.3.4 As an alternative to the procedures set forth above, the Board may direct that the hearing be conducted by an advisory arbitrator selected by mutual consent of the District and CSEA, Chapter #109. Written request for such a hearing must be filed by CSEA, Chapter #109, within ten (10) calendar days after a request for hearing has been served upon the Board of Trustees. If the parties are unable to mutually agree upon the selection of an advisory arbitrator, the District shall immediately contact the State Conciliation & Mediation Service to request a list of seven (7) qualified individuals to serve as advisory arbitrators. Upon receiving the list, the parties shall immediately strike names until an advisory arbitrator is selected. The parties will make all diligent efforts to pursue a quick and speedy appointment of an arbitrator. The advisory arbitrator shall make his/her findings and recommendations in writing to the Board. The Board of Trustees shall render a final decision after considering said findings and recommendations. The fees and expenses of the advisory arbitrator shall be shared equally by the District and CSEA, Chapter #109.

16.3.5 The notice of disposition shall be served upon the unit member personally and shall be signed for and dated upon receipt or shall be sent by United States registered mail, return receipt requested, addressed to the employee at the last known address. The exclusive representative shall also be sent a copy of the notice. This notice shall also advise the unit member of the right to appeal.

16.3.6 The employee may request a representative be present at all times.

ARTICLE 17: TRANSPORTATION PROCEDURES

This article supersedes all previously negotiated MOU's dealing with the Transportation Department except for the Agreement regarding Drug and Alcohol Testing dated August 21, 2019, the Transportation Procedures MOU dated May 6, May 6 (later corrected to May 27), 2016, the MOU regarding Versa Trans Adoption dated June 19, 2017, and the MOU regarding the New Transportation Facility dated January 19, 2018.

17.1 Working Rules.

- A. Stand by time definition - each driver shall be compensated at his/her regular hourly rate for all stand-by time between routes.
- B. Base Hours - each driver shall begin with a base of eight (8) hours per day.
- C. In the event a driver selects a special trip which is scheduled to run so late as to prevent him/her from legally driving his/her regularly assigned time the following day, he/she shall be paid only for service provided after eight (8) hours rest within the legal restriction. In the event the trip is delayed for mechanical reasons, acts of God, a student emergency, a civil emergency, or an approved field trip extension, the driver shall be paid these hours. Drivers will not exceed the legally mandated working and driving hours. When the possibility of this becomes apparent, drivers will contact their immediate supervisor of the possibility of exceeding maximum driving or maximum working hours.
- D. Selection of routes and schedules shall be determined on the basis of seniority through the bidding process.
- E. **Extra Work.** Drivers will sign up for extra work by 6:00 a.m. Drivers shall be automatically signed up for extra work if starting late that day due to a field trip. Extra work will be assigned based on seniority as follows:
 1. Extra work will be assigned based on seniority to those drivers that do not have their eight (8) hour base. Such work can only be accepted if it does not conflict with the regularly scheduled route.
 2. After each driver has met his/her eight (8) hour base, extra work will then be offered to all drivers in seniority order. All hours available over the eight (8) hour base due to extra work will be offered to drivers in seniority order as overtime to those who signed up for such extra work.
 3. Extra work will be assigned by 8:30 a.m. by radio and/or cell phone by the Director of Transportation or designee.
 4. Once a driver has accepted an extra work assignment, the driver who "returns" the assignment with less than four (4) hours notice of the start time of the extra duty assignment without prior approval from the Director of Transportation or his designee shall automatically go to the bottom of the seniority rotation, and shall also forgo the next extra duty assignment (i.e. shall be "skipped" on the extra work list) in the seniority rotation. Exceptions shall be made for employees who have appropriately utilized a leave under this Agreement (such as sick leave, bereavement leave, etc.) during the regular eight (8) hour workday.
 5. Any assignment that becomes available for any reason with less than one (1) hour notice to the transportation department will be offered to drivers who are located within the transportation building complex in seniority order. If no drivers respond, the assignment will be offered over the radio and given to the bus driver in closest proximity.

- F. Management has the right to assign work in the transportation department (i.e. such as bus washing, seat repair, refueling, and dispatching) in order to meet the minimum base hours. All runs/routes and four (4) permanent, two (2) hour, bus cleaning and maintenance work such as seat repair, bus washing, steam-cleaning, refueling, and window repair shall be posted a minimum of five (5) consecutive working days in advance of the initial bidding process.
- G. Management has the right to assign additional work in the transportation department (i.e. such as bus washing, seat repair, refueling, office and clerical work, dispatching, and the like) in order to meet the 8 hour minimum base hours.
- H. In an emergency situation, the District shall have the right to suspend these procedures for the duration of the emergency, per Article 7.3.

17.2 Bid Procedures.

- A. Routes shall be posted in Transportation and emailed to each driver's district email no later than five working days before the first day of bidding. The initial bidding will be conducted after the drivers have had one week before the first day of the start of school to review the scheduled routes and hours.
- B. Regular home to school A.M. and P.M. routes will be posted separately from all mid-day and activity runs.
- C. Through the bidding procedure, drivers will be able to choose a route consisting of an A.M./P.M. route, any posted extra work, and any mid-days or school activity runs to amass the maximum number of hours for a route that does not exceed eight (8) hours daily. No combination of home to school and activity routes shall exceed 8 hours daily. This process will continue down the seniority list until all drivers have chosen. In the event a driver does not initially bid upon a mid-day or activity run (or voluntarily relinquishes his/her mid-day or activity run) without receiving by seniority bid another mid-day or activity run as per Article 17.2(C) above, the District is not required to guarantee an eight (8) hour base for the driver, who shall retain only the base number of hours associated with the route he/she bid upon during the first 12 weeks of the school year (i.e. until the 12th week rebidding process in Article 17.4(B)(4)). In addition, such driver also shall be removed from the extra work sign-up rotation for the first 12 weeks of the school year (i.e. until the 12th week rebidding process in Article 17.4.(B)(4)).
- D. Each driver will be given a pre-scheduled five (5) minute period for any bidding process, including a rebidding process, during which the driver must make his/her choice. The next scheduled person will not be able to bid until his/her scheduled time slot.
- E. If for any reason a driver cannot make his/her scheduled bid time, the driver's designee, or a union steward shall bid for the driver in his/her slot. The choice made for the driver by his/her designee will be permanent unless an assignment becomes available through the regular posting in the school year.
- F. Should the driver's designee not make his/her scheduled bid time, he/she will be placed in the route with the most hours available in his/her base group.
- G. Each driver's bid time will be private. The Director of Transportation or in the Director's absence, a management designee and Union Representative (voluntary only) will be in the room to answer any questions about specific routes, times and equipment. Other drivers will not be permitted to be in the room.
- H. After a route is chosen, it will be removed from the group. There will be a signature sheet to sign verifying the driver's choice.
- I. Each driver will be paid one (1) hour for the bidding process.
- J. A bid letter, release to bid form and bidding schedule will be provided to the drivers on or before the last day of school. The driver's signature or his/her designee's signature constitutes the driver's acknowledgement of receipt.

- K. Compensation for minimum show-up time for any assigned home school route shall be two (2) hours.
- L. Stand by time – each driver shall be allowed stand by time of thirty (30) minutes between the regularly scheduled run if it is thirty (30) minutes or less.
- M. Split-time – in building routes, every effort shall be made to provide a driver with his/her base or adjusted base hours in the least number of total hours.
- N. Each driver shall be allowed forty-five (45) minutes per day to perform required inspections, warm up and cleaning of the bus thirty (30) minutes pre-trip and fifteen (15) minutes bus cleaning). The Director of Transportation, or in the Director's absence a management designee, may approve an additional forty-five (45) minutes. All required cleaning shall be done in the yard at the end of each day's use, unless it is included in the route at a different time. All cleaning and check out time is part of the accepted bid package.

17.3 **Bus Drivers.**

- A. **Licenses.** All bus drivers must have proper certification and must always carry his/her Class A or B driver's license and his/her special driver certificate while on duty. Training priority shall be given to drivers whose certificate expires within the next six (6) months. It is the responsibility of all bus drivers to maintain current certifications required for the position.
- B. **Change of Address and Telephone.** All school bus drivers must notify the Transportation Office and the Human Resources Department of any change of address and/or telephone within three (3) working days of the change. Drivers without a valid telephone number on file in the Transportation Office will not be called.
- C. **Cover Bus Drivers.** There shall be a minimum of six (6) Cover Drivers at eight (8) hours per day assignment. Additional Cover Drivers may be added by the Director of Transportation or the Assistant Superintendent of Human Resources. Management has the right to assign cover drivers work in the transportation department (i.e. such as bus washing, seat repair, refueling, office and clerical work, dispatching, and the like) in order to meet the eight hours.
 - 1. Cover Drivers shall be assigned a regular route to cover due to driver absence as assigned by the Director of Transportation or designee, but may be used as relief Drivers or be assigned other duties normally given to Bus Drivers, if a regular route due to driver absence is unavailable.
 - 2. In the event a cover driver is assigned a regular route that begins prior to 5:00 a.m. and/or ends after 5:00 p.m., the cover driver shall do all assignments associated with that route, including any mid-day and activity runs associated with that route. At all other times, the starting time for Cover Drivers shall be 5:00 a.m. with an ending time no later than 5:00 p.m.
- D. **Substitute Bus Driver.** The below language specifically supersedes and replaces the Parties February 1, 1994 Memorandum of Understanding (MOU) on the topic of substitute bus drivers.
 - 1. Substitute bus drivers will be used to cover home-to-school routes only on an "as needed" basis.
 - 2. Substitute bus drivers will be assigned to cover AM and PM runs ONLY. Mid-day, after school, and extra assignments that are attached to a route the substitute bus driver has accepted will be covered by bargaining unit drivers and will be assigned using the existing procedures for assigning daily work.
 - 3. Substitute bus drivers will not be allowed to work any assignment other than AM/PM runs and/or other driving assignment that may result in overtime unless said work has been offered to all bargaining unit members.

17.4 **Assignments.**

- A. Assignment of School Bus Drivers after the first day of school: As vacancies occur through separation of employment, additional runs, or for other reasons, they shall be filled by seniority. Modification of an existing route shall not be considered a new route. During the twelfth week of school, routes will be rebid as follows:
1. All routes (AM/PM, middays and activities) will be rebid by seniority.
 2. After the rebidding at the end of the twelfth week, all drivers shall be “locked in” to their routes for the remainder of the school year unless there is a need to rebid for new routes.
 3. After the above referenced twelfth week, if any additional route, mid-day or activity assignments become available, such assignments shall be posted for three working days. A driver may drop their existing mid-day or activity run to bid by seniority on the newly available mid-day or activity assignments.
 4. However, in the event a driver voluntarily relinquishes his/her mid-day or activity run without receiving (by seniority bid) another mid-day or activity run, the District is not required to guarantee an eight (8) hour base for the driver, who shall revert for the remainder of the school year to a base number of hours associated with the route he/she bid upon; this shall include any initial bidding process contemplated above in Article 17.2(C). In addition, such driver also shall be removed from the extra work sign-up rotation for the remainder of the school year.

17.5 Bus Drivers Summer School Procedures. Annually, no later than one (1) week before the first day of summer school, routes/hours will be posted and will be available for bidding by seniority. Routes shall be posted in Transportation and emailed to each driver’s and monitor’s district email no later than five working days before the first day of bidding. Each bus driver/monitor shall be provided with the beginning and ending dates of the routes. If a bus driver/monitor selects a route that ends prior to other routes, he/she does not have the option to bump into an existing summer school route. Vacancies may be filled by available bus drivers/monitors by seniority. If a route is adjusted by more than a thirty (30) minute addition of time it shall be rebid. Such assignments shall be posted for three working days.

17.6 Field Trips.

- A. Out of Town Field Trip: All drivers will need the following in-service training to be eligible to take out of town field trips; this must be offered by the district annually for those who are not certified proficient.
1. Mountain driving training
 2. Freeway and city driving training
 3. Night driving training
 4. Log book in-service
 5. Map reading
- B. Field trips shall be assigned on a seniority basis for both Class A and B trips; three (3) assignment lists have to be established. These lists are identified as follows:
1. Class A trips - trips outside a thirty-five (35) mile radius of the Transportation bus yard.
 2. Class B trips - inside a thirty-five (35) mile radius of the Transportation bus yard.
 3. Last minute field trips – any field trip that becomes available after field trips are assigned on Wednesday of each week, or when a driver “returns” a trip for any reason.
- C. In order to be placed on the “A” field trip a driver must have completed seven hundred (700) hours of service as a regular, bargaining unit driver in the District and have passed his/her six (6) month probation period.
- D. “A” and “B” Field Trips will be assigned by Wednesday at 5:00pm in the order of field trip start time. Last Minute Field Trips will be assigned immediately in the order that they are received. In

- the event a trip needs to be split due to the length of the trip, the portion with the most hours will be assigned to the most senior driver that is next on the field trip rotation list.
- E. "A" and "B" Field Trips will be posted every Wednesday by 5:00 pm for the following Monday through Sunday. Trips for Winter Break shall be posted for the entire period of the break (and the first week after the break) on the Wednesday prior to the last week of school before the break begins. Last Minute Field Trips will be posted immediately in the order that they are received.
 - F. "A" and "B" Field Trip will be assigned by seniority automatically. Drivers will have until 5:00 p.m. on Thursday immediately after the Wednesday posting to reject their assigned "A" or "B" field trip in writing or verbally to a Transportation Dispatcher or Lead Transportation Dispatcher. Last Minute Field Trips shall be accepted or rejected by each driver as offered, and unlike "A" and "B" field trips, shall not be assigned automatically. If any trip is rejected, it will automatically go to the next driver in the seniority rotation.
 - G. Once a driver has accepted a field trip, the driver who "returns" the trip with less than 24 hours' notice shall automatically go to the bottom of the seniority rotation, and shall also forgo the next field trip assignment on the respective list (i.e. shall be "skipped" on an A or B list) in the seniority rotation. Exceptions shall be made for an employee who has utilized an appropriate leave under this Agreement (such as sick leave, bereavement, etc.) for the day of the trip.
 - H. If a field trip requires stop time, it must be stated on the request form; if not, and there is a stop time, the driver will be paid straight through. A driver in paid status shall be responsible for the vehicle and remain available to the field trip group for the duration of the trip, except during meal, rest, and unpaid periods. The driver will also provide the chaperone a means to contact them in the event the driver is needed.
 - I. Field trip assignments to the bus driver will include the route to be used to and from the destination, with the driver to have the authority to depart from the assigned route only in the case of inclement weather, authorized roadblocks, and detours. If a field trip requires an overnight stay, the driver shall be paid for actual driving time plus standby time on the first day, and for subsequent days for that overnight assignment, actual driving time and standby time, or eight (8) hours, whichever is GREATER.
 - J. Class "A" and "B" drivers are to be assigned to field trips from the established lists. The list shall be originally developed with the drivers with the most hours of service first. When a driver takes a field trip, his/her name will be moved to the bottom of the appropriate list. Drivers shall be assigned to field trips according to his/her position on the list. When a driver declines, for any reason, a field trip assignment, the driver's name shall be placed at the bottom of the list. The purpose of this procedure is to assure equity in opportunities for field trip assignments.
 - K. Similarly, Last Minute Field Trip drivers are to be assigned to field trips from the established Last Minute Field Trip list. The list shall be originally developed with the drivers with the most hours of service first. When a driver takes a last minute field trip, his/her name will be moved to the bottom of the Last Minute Field Trip list. Drivers shall be assigned to last minute field trips according to his/her position on the Last Minute Field Trip list. When a driver declines, for any reason, a last minute field trip assignment, the driver's name shall be placed at the bottom of the Last Minute Field Trip list. The purpose of this procedure is to assure equity in opportunities for last minute field trip assignments.
 - L. The first driver on any field trip list will be assigned the first trip to leave; the second driver will be assigned the second trip and so on.
 - M. If a driver's name comes up on both lists on the same day, he/she will take the "A" trip first and his/her name will remain on the top of the "B" lists.
 - N. If an "A" trip is cancelled after the names are listed, the driver that was canceled will take the next "A" trip available. Similarly, if a "B" trip or last minute field trip is cancelled after the names are listed, the driver that was canceled will take the next "B" trip or last minute field trip available on each respective list.

- O. If a trip is added after the names are listed, the next driver on the respective list will be assigned the trip.
- P. Except when scheduled for training, if a driver does not accept a trip, regardless for the reason, his/her name will go to the bottom of the respective list.
- Q. No trading of field trips will be allowed. If a driver declines a trip, he/she will be assigned an "n" and will be placed at the bottom of the respective list.
- R. If a driver cannot be contacted in person, by two-way radio, or by personal cell phone, the driver will be placed at the bottom of the respective field trip list.
- S. If a field trip becomes available on a weekend that was not posted during the regular workweek, each driver is given one phone call only. (Phone number of his/her choice).
- T. All field trip lists shall be posted.
- U. Elementary school-to-school trips within thirty (30) minutes of site release time will be considered as part of the extra sign-up process, and as such will not count as a "field trip" for purposes of bidding rotation on any field trip board.
- V. Compensation for minimum show-up time for any trip shall not be less than:
 - 1. Two (2) hours: If not provided a 24 hour cancellation notice.
 - 2. Four (4) hours: Weekend field trips that are not cancelled prior to 4:30 p.m. on any Thursday prior to the weekend of the field trip.

17.7 **Bus Monitors.**

- A. Like Drivers, routes shall be posted in Transportation and emailed to each monitor's district email no later than five working days before the first day of bidding. All Bus Monitor positions shall be no less than four hours per day, five days per week, with the basic assignment of hours contingent upon the route selected and the normal operation of Article 13.7.
- B. Bus Monitors shall be able to choose by seniority a posted route (consisting of an A.M./P.M. route combined driven by the same Bus Driver). This process will continue down the seniority list until all available routes have been chosen by Bus Monitors.
- C. Any bus monitor who owes time will be assigned extra work on seat cleaning, harness cleaning, window cleaning, clerical work, and/or organizing supplies.

17.8 **Use of Charter Buses.** The District shall prioritize the use of District drivers and District vehicles in preference to charter buses.

- A. Charter buses may not be used when District funds (including site-based and grant funds) are utilized to pay for field trips, or other types of student transportation. This policy does not apply to the following situations:
 - 1. Trips funded by parent donations, student fundraising, non-profit 501(c)(3) organizations and/or charitable donations from corporations or other community organizations, where there is no contribution from the District towards a charter bus.
 - 2. Grad Nite or middle school promotion trips.
 - 3. Out-of-Town (i.e. "A" trips as defined above in Article 17.6) for CIF Championship sports events outside a 35-mile radius of the Transportation bus yard.
 - 4. Out-of-state Trips.
- B. In the event a charter bus is used with District funds, not complying with the above requirements, the District will make whole, at the appropriate rate, that driver eligible (as per the field trip list) for lost hours due to the District's use of the charter bus.

17.9 **Bus Driver and Bus Monitor Uniforms and Dress Code.** Drivers shall be afforded uniforms as per the following:

- A. Each Bus Driver and Bus Monitor shall be afforded six (6) t-shirts or polo/buttoned shirts with the District's logos, long and/or short sleeved, the full value of which shall be reported to CalPERS (as applicable) for the purposes of final retirement benefits.
 - B. Drivers shall be required to wear the District-provided shirt. No, jeans with holes, no pants with text across the posterior, short skirts (above mid-thigh) or cutoff jean shorts shall be allowed.
- 17.10** Effective July 1, 2018 the evening Mechanic shift will be from 1:00pm to 9:30pm. The night differential stipend will continue pursuant to Article 13.11.
- 17.11** Bus Driver Trainees. The bus driver trainee assignments shall be as follows:
- A. It is understood that the duration of this Trainee position will be the mandatory forty (40) hours required by law. However, at the discretion of the Director of Transportation that duration may be lengthened on the ability of the trainee to qualify for and obtain the appropriate license(s).
 - B. The pay for this position is 19/A on the Classified Salary Schedule, except for bargaining unit members receiving this training who remain at their regular rate of pay.
 - C. The hours/days of assigned training shall be scheduled by the Director of Transportation or in the Director's absence, a management designee.
 - D. The hire date to the classification of Bus Driver, for purposes of determining bus driver seniority, shall be the first day of licensed, paid service as a CVUSD bargaining unit Bus Driver. Trainee hours do not count toward bus driver seniority.
 - E. It is understood that the District may solicit applicants for a Trainee position and pay them the appropriate salary as listed above without their being any available permanent position. Said Trainee may be used as substitute bus driver, and shall be afforded preferential hiring over outside candidates for any vacant bargaining unit Bus Driver positions when such vacancies exist.
 - F. In the event a licensed bargaining unit member serves out of class as a Bus Driver, the unit member shall receive out of class pay as a Driver.
 - G. The above listed Trainee and Substitute Bus Driver positions parameters will be included in vacancy announcements published for this position.
 - H. The District shall maintain health and welfare contributions at the appropriate rate as per this Agreement for those employees who have applied and have been accepted by the District as bus driver Trainees so as to encourage internal applicants to train for future Bus Driver vacancies.

ARTICLE 18: SECURITY CAMERAS AND RECORDING EQUIPMENT

- 18.1** The District has and will install recording equipment for the purpose of ensuring safety, and deterring and recording criminal activity.
- 18.2** Direct access to any live feed provided by District recording equipment shall be limited to the Director of Security and campus security officers via unique login IDs. Requests for additional personnel to have direct access to a live feed must be made by Assistant Superintendents to the Superintendent.
- 18.3** When there is a suspected incident of criminal activity and/or student safety concerns, the recording will be reviewed initially only by the District's Director of Security and/or designee(s) of the Superintendent. The sole purpose of viewing these recordings is to determine the source of/ or preventing criminal activity and to ensure student safety. Specifically, the recordings will be reviewed

from the date on which there is a reasonable suspicion of alleged criminal activity and/or student safety concerns, retroactive to the date the action reasonably may have occurred.

- 18.4** Annually, the District shall provide CSEA with a listing of the number and location of known recording equipment to be used. An initial list of equipment will be provided fifty (50) working days after this agreement is signed and ratified by both parties. The list will be updated in good faith as the information becomes available.
- 18.5** When the District has installed recording equipment, signs will be posted to notify persons that recordings may occur at the District.
- 18.6** No recording equipment will be installed where there is a reasonable expectation of privacy, in accordance with applicable law, such as restrooms, locker rooms, break rooms, or classrooms.
- 18.7** The District will not use recording(s) to determine promotions and transfers, to evaluate employee work performance, or to discipline CSEA bargaining unit employees, except in the following circumstances when the recordings reviewed prove that the employee engaged in an act of criminal activity and/or engaged in activities unsafe to students. The District will not engage in video surveillance that involves disparate, arbitrary or targeted surveillance of unit members.
- 18.8** Recording equipment and live recordings may be used for instructional purposes. However, it is agreed that any use for instructional purposes is also subject to paragraph 18.7.