

**AGREEMENT BETWEEN  
LYNWOOD UNIFIED SCHOOL DISTRICT  
AND  
LYNWOOD CHAPTER 116  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**July 1, 2007  
thru**

**June 30, 2010**



TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I.	Recognition	2
II.	No Discrimination	3
III.	Organizational Security	4
IV.	Organizational Rights	6
V.	Management Rights	7
VI.	Job Representatives	8
VII.	Work Period and Overtime	9
VIII.	Pay and Allowances	12
IX.	Benefit Schedule	14
X.	Holidays	17
XI.	Vacation Leaves	19
XII.	Leaves	21
XIII.	Transfers	38
IX.	Employee Expenses and Materials	40
XV.	Grievance Procedure	41
XVI.	Performance Evaluations	46
XVII.	Safety and Training	47
XVIII.	No Strike, No Lockout	48
XIX.	Successor Agreement	49
XX.	Zipper Clause	50
XXI.	Separability	51
XXII.	Disciplinary Action & Appeal	52
XXIII.	Duration	53
Appendix B	Classified Salary Schedule	54
Appendix C	California Education Code Section	55
Appendix D	Memorandum of Understanding Regarding Furlough Days in Response to 2008-09 Crisis	57
Appendix E	Re-openers and Signatures	59

ARTICLE I

RECOGNITION

1.1 The District hereby recognized the Association Chapter 116 as the exclusive and sole negotiation agent for the unit of employees described in Appendix "A" hereto.

1.2 This Recognition Agreement shall include the following employees:

Accounting Assistant	Instructional Assistant-Mathematics	Purchasing Assistant
Accounting Technician	Instructional Assistant-Music Arts	Purchasing Technician
After School Program Assistant	Instructional Assistant-Special Ed.	Records Clerk
ASB Bookkeeper	Instructional Assistant-Special Needs	Regional Occupational Program Asst.
Attendance Assistant	Interpreter/Translator	School Community Liaison
Benefits Specialist	Library Media Assistant	Secretary
Buyer	Media Production Technician	Senior Accounting Assistant
Child Care Assistant	Migrant Education Program Specialist	Senior Attendance Assistant
College/Career Center Technician	Network Computer Specialist	Senior Executive Assistant
Computer Lab Assistant	Office Assistant I	Senior Health Services Technician
District Receptionist	Office Assistant II	Senior Library Media Assistant
District Records Technician	Office Assistant III	Senior Records Clerk
Health Services Technician	Payroll Analyst	Student Data Technician
Health Technician Vocational Education	Payroll Technician	Student Services Assistant
Information Systems Specialist	Personnel Analyst	Testing Assistant
Instructional Assistant	Personnel Specialist	Testing Technician
Instructional Assistant-Bilingual	Personnel Technician	
Inst. Assistant-English Language Arts	Printing/Mall Room Assistant	

1.3 The Board agrees not to meet and negotiate with any organization representing the classifications in Appendix "A" other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any classified employee individually during the duration of this Agreement on matters subject to meeting and negotiating.

1.4 The Association recognized the Board as the duly-elected representative of the people and agrees to negotiate only with the Board or its duly-authorized representatives designated by the Board to act in its behalf, the Association agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Board member, administrator, or other person or persons; and that neither the Association nor any of its members or agents will undertake nor participate individually or collectively in any act which may place under intimidation, coercion, or pressure of any kind any pupil, parent, Board member, administrator, or other employee toward the acceptance of any Association demand, proposal, or position on any matter related to negotiations and grievances.

1.5 The Association agrees that neither it, nor its members or agents, will attempt to represent in any negotiations or grievances, the interest of anyone other than members of the unit; and that the interest of pupils, parents, the public, the Board, and other employees will be the sole concern of the Board and/or these respective parties.

## ARTICLE II

### NO DISCRIMINATION

#### 2.1 No Discrimination on Account of CSEA Activity

Neither the District nor CSEA members shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity.

#### 2.2 Affirmative Action

The District and CSEA agree that an effective affirmative action program is beneficial to the District, employees, and the community. The parties agree and understand that the responsibility for an affirmative action plan rests with the employer. The District shall consult with CSEA in preparing the affirmative action plan.

## ARTICLE III

### ORGANIZATIONAL SECURITY

- 3.0 Except as expressly exempted herein, all bargaining unit employees who do not maintain membership in the Association are required to pay service fees to the Association.
- 3.1 The Association has the exclusive right to have employee organization membership dues and service fees deducted by the District from the wages or salary of employees in the bargaining unit.
- 3.1.1 The District shall cause payroll deductions to be made in accordance with the District's procedures and Association's dues and service fees schedule or payments to a designated charitable fund in lieu of service fees in case of an employee's bona fide religious objection.
- 3.1.2 Employees in lieu of payroll deductions may pay dues or service fees directly to the Association or, in the case of bona fide religious objection, proof of payment to a designated charitable fund.
- 3.1.3 In the event an employee does not pay dues or service fees directly to the Association, the District shall begin automatic payroll deduction after receipt of written notice from the Association specifying the names of the unit employees and the amount of the dues or service for each employee. Payroll deductions shall be processed in accordance with standard District operating procedures from the first day of the month following 45 calendar days after receipt by the District of the written notice directing dues/service fees payroll deduction.
- 3.1.4 The Association may specify a change in the amount of the dues or service fees provided an authorized Association officer submits a written notice to the District for such an adjustment. The processing of revised payroll deductions will be in accordance with the schedule provided in Section 3.2.
- 3.1.5 The District shall, without charge, transmit to the Association the sums deducted under this Memorandum.
- 3.2 Dues Deduction
- 3.2.1 The District shall deduct in accordance with CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement, and who have submitted written dues authorization forms to the District.
- 3.2.2 The District shall deduct dues and initiation fees in accordance with authorizations for dues deductions signed by each employee.

3.2.3 Deductions will be made in ten (10) equal amounts beginning in September and ending in June of each year.

3.2.3.1 Employees working at year round sites, whose work calendar is based on the District's modified six calendar which have them off work several times during the September through June deduction period, will be given the option of prepaying their dues for the months that they will be off work, or have the District deduct dues owed for all time off from their first full paycheck when they return to work.

3.3 Any employee who has a bona fide religious objection, as defined in Government Code section 3546.3 to the payment of service fees in support of an employee organization," as defined in Government Code section 3540.1 (d) shall not be required to join, maintain membership in, or pay dues or service fees required as a condition of employment. However, such employee shall be required, in lieu of service fees, to pay sums equal to such service fees to anyone of the following three designated nonreligious, nonlabor, charitable funds exempt from taxation under section 501 (3) of Title 26 of the United States Internal Revenue Code:

- A. American Cancer Association
- B. City of Hope
- C. American Heart Association

3.4 Any employee claiming this religious exemption shall, as a condition of continued exemption, furnish to the Association a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teaching set forth objections to joining or financially supporting employee organizations.

3.5 The Association agrees to indemnify and financially hold harmless the District, its Governing board, officers and administrators against any and all claims, demands, costs, lawsuits, actions, including attorney fees incurred in defending said person or District, or any other form of liability or expense, including, but not limited to, all court administrative agency costs, expenses, fee settlements and judgments that may arise out of or by reason of action taken by the District for the purpose of complying with the provisions contained herein. The District shall promptly notify the Association of any civil, administrative or other action taken against the District as a result of its compliance with this provision.

## ARTICLE IV

### ORGANIZATIONAL RIGHTS

- 4.1 CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:
- 4.1.1 The Association shall have the right of access at reasonable times to areas in which employees work; the right to use institutional bulletin boards, mailboxes, and other means of communication subject to reasonable regulations, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by statute.
  - 4.1.2 The District will supply the Association with a seniority list once each year during the life of this Agreement and when completed by the Personnel Director of the District. The District agrees to base seniority on date of hire, as provided in Education Code Section 45308.
  - 4.1.3 The District will supply the Association with the names and classifications of each employee who is hired into the bargaining unit.
  - 4.1.4 The District will provide the Association with two (2) copies of the budget.
  - 4.1.5 The District upon request from CSEA will grant vacation or personal necessity leaves, if available, or unpaid leave of absence for no more than two chapter officers to attend the annual CSEA conference. The District upon request from CSEA will provide release time for CSEA State Officers to attend the annual CSEA conference without loss of compensation.
  - 4.1.6 The District will pay all costs for the production of this agreement. Within 30 days after ratification of this contract the District will furnish a bound copy to every employee of the bargaining unit.
  - 4.1.7 The Association shall have the right to review at reasonable times any other material not of a confidential nature, in the possession of, or produced by the District, necessary for CSEA to fulfill its role as the exclusive bargaining Representative.
  - 4.1.8 The District will pay up to fourteen (14) personal days per year for employees who are engaged in CSEA business. When these fourteen (14) days have been expended further absences for CSEA affairs must be accomplished with Section 4.1.5 above. Such release time shall not unreasonably interfere with district operations or the instructional program and must be reported to the site supervisor.
- 4.2 Upbraiding, insulting, abusing classified staff. See Appendix "C" for Education Code references.

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

- 5.1 The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in its by the laws and Constitution of the United States and the State of California, the rights:
- 5.1.1 (a) To determine and administer District policy.
  - 5.1.2 (b) Subject to the provisions of the Education Code, to hire all employees, to determine their qualification and the conditions for their continued employment, or their dismissal, assignment, demotion or promotion.
  - 5.1.3 (c) To delegate to the Superintendent and other legally appointed officers, the operations of the schools, the executive management and administrative control of the school system, its properties and facilities.
  - 5.1.4 (d) Establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work, and take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practice 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.
  - 5.1.5 (e) Emergency shall be defined as a situation or sudden event that calls for prompt action brought on by an act of God, unexpected interference from a third party, or action that threatens the health, safety or welfare of employees or students, or circumstances outside the exclusive control of the District.

## ARTICLE VI

### SITE REPRESENTATIVES

#### 6.1 Designation of Representatives

The District agrees that the Association shall have at least one (1) site representative and/or alternate at each site.

#### 6.2 Notification

The Association agrees to notify the District in writing of the names of employees who have been designated as site representatives.

#### 6.3 Access to work Location

CSEA designated representatives will be permitted access to District facilities for the purpose of contacting members for investigating grievances. Representatives will notify supervisors or principals of their intent to investigate and/or of their arrival at a given work location. They will be permitted entry upon presentation of identification.

## ARTICLE VII

### WORK PERIOD AND OVERTIME

#### 7.1 Workweek

The maximum number of hours of regular full-time employment of an employee is eight (8) hours a day and forty (40) hours a week consisting of five (5) consecutive days. The normal workweek starts on Monday at 12:01 a.m. and ends Sunday at 12:00 midnight. Assignment of a different workweek may be made with the approval of the Board of Education through its authorized administrators. The District may implement a ten-hour day four-day week, for all twelve-month employees during summer.

The Board of Education may employ persons for lesser periods of time (less than eight (8) hours per day or five (5) days per week) and may, through authorized administrators, order and authorize employees to work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. Rates of pay shall be on either pro-rated or overtime basis.

#### 7.2 Workday

The starting and ending times of the workday and the unit member's required workdays and number of work hours shall be determined solely by the District. Each bargaining unit employee shall be assigned an established and ascertainable minimum number of hours. Any permanent rescheduling of hours or workdays by the District shall be subject to seven (7) calendar days prior notice, except in cases of emergency.

#### 7.3 Reduction in Assigned Time

Any reduction in assigned time shall be accomplished in accordance with the Education Code Sections 45298 and 45308.

#### 7.4 Overtime Defined

Overtime is ordered and authorized working time in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week.

#### 7.5 Authorization of Overtime

Overtime must be authorized by the responsible supervisor, Administrator, Assistant Superintendent, or Superintendent of Schools. The authorization must be given in advance of the time worked whenever practicable to serve such authorization.

**7.6 Compensation for Overtime**

- 7.6.1 A regular employee who works authorized overtime shall be compensated at a rate equal to one and one-half times his/her regular rate of pay for the overtime worked. Shift and special assignment differentials regularly received by the employee shall be included in determining his/her regular rate of pay.

The rate of compensation for holidays will be according to the California Education Code Section 45203.

**7.7 Compensatory time off**

- 7.7.1 An employee in the bargaining unit shall have the option to take compensatory time off in lieu of pay for overtime work.
- 7.7.2 Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District or site supervisors within twelve (12) months of the date on which it was earned.

**7.8 Shift Differential Compensation**

- 7.8.1 Any regular employee who regularly works one-half or more of his/her assigned time between the hours of 5:00 p.m. and 7:00 p.m. shall be paid a differential of 2.5%.
- 7.8.2 Employees whose assignment entitled them to shift differential pay shall receive such pay when their assignment is for twenty (20) or more working days in any calendar.

**7.9 Call-In (Emergency) time Dermed**

- 7.9.1 Call-in time is non-scheduled working time for a guaranteed minimum amount of hours for reporting to work at the District's request, usually in a critical or emergency situation. Call-in time must be ordered and authorized by the employee's immediate supervisor.

**7.10 Compensation for Call-In Time**

- 7.10.1 Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay under this Agreement.
- 7.10.2 It is the responsibility of the employee's immediate supervisor to differentiate on the time sheet between call-in time and overtime.

**7.11 Call-Back Time**

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, such call-back requires a second trip to his/her work station.

#### 7.12 **Standby Time**

All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

#### 7.13 **Lunch Periods**

All employees covered by this Agreement and working five (5) hours or more a day shall be entitled to and receive an uninterrupted half-hour lunch period, unless otherwise mutually agreed.

Employee and supervisors may mutually agree upon changes in lunch periods.

#### 7.14 **Rest Periods**

7.14.1 All employees covered by this Agreement and working more than three and one-half (3-1/2) hours, shall be entitled to and receive one (1) fifteen (15) minute rest period for each four (4) hours, or major fraction thereof, worked.

7.14.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

#### 7.15 **Summer Employment**

7.15.1 Summer employment shall be defined as employment of a unit member for any period after the official school calendar year ends until the day prior to the scheduled return date of the unit employee.

7.15.2 Applications for summer employment should be available for pick up from the Classified Personnel Office by May 1 of each year. Application should be turned in to the Classified Personnel Office by May 30 or within five (5) days of posting.

7.15.3 Unit members shall be selected for summer employment based on seniority and classification.

## ARTICLE VIII

### PAY AND ALLOWANCES

8.1. Compensation: The District agrees to increase the CSEA members' salary schedule for the 2007-2008 school year by three (3.0) percent retroactive to July 1, 2007. If the District agrees to provide any other bargaining unit an increase for the 2007-2008 school year that exceeds three (3.0) percent, on or off salary schedule, CSEA shall receive no less than that bargaining unit.

#### 8.2 Frequency - Twice Monthly

All employees, except hourly, in the bargaining unit shall be paid twice per month payable on or before the tenth (10th) and on or before the twenty-fifth (25th) day of the month. If the normal pay day falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday.

#### 8.3 Longevity Compensation

8.3.1 Anniversary increments are to revised effective June 1, 2001 as follows:

An additional \$10.00 to be added to the monthly base pay beginning with the tenth (10th) year of service.

An additional \$25.00 to be added to the monthly base pay beginning with the twelfth (12th) year of service.

An additional \$60.00 to be added to the monthly base pay beginning with the fifteenth (15th) year of service.

An additional \$100.00 to be added to the monthly base pay beginning with the eighteenth (18th) year of service.

An additional \$145.00 to be added to the monthly base pay beginning with the twentieth (20th) year of service.

An additional \$200.00 to be added to the monthly base pay beginning with the twenty-third (23rd) year of service.

An additional \$265.00 to be added to the monthly base pay beginning with the twenty-fifth (25th) year of service.

#### 8.4 Bilingual Stipend

8.4.1 Employees required to use Bilingual Bi-literate skills as determined by the District will receive a \$35.00 per month stipend, providing they pass the District's Competency test. Employees who possess a valid certificate will be excluded from such test.

8.4.2 Employees who receive such stipend must be Bilingual Biliterate in two (2) languages. The development of the test will be accomplished in accordance with CSEA. Employees working in positions designated as Bilingual shall no longer be eligible for the bilingual stipend.

8.5 **Perfect Attendance Stipend:** The District will pay all CSEA bargaining unit employees the following stipends as part of the "Perfect Attendance Stipend Program".

Zero (0) days absent	\$250.00 annually
One (1) day absent	\$150.00 annually
Two (2) days absent	\$ 75.00 annually

ARTICLE IX

BENEFIT SCHEDULE

The Board agrees to furnish the following retirement and insurance benefits:

9.1 Retirement for Employees

The District will pay the contribution set by law for the employer to pay to the Public Employees Retirement System and OASDI.

9.2 Health Benefits

9.2.1 Premium Payments

Commencing October I, 2007, the District will be obligated during the 2007-2008 school year to increase the existing hard dollar cap employer contribution toward health benefits premiums by \$17.80. If the District agrees to provide any other bargaining unit a greater increase to the hard dollar cap employer contribution, CSEA shall receive no less than that bargaining unit.

Employee Only:	\$ 412.84
Two Party:	\$ 773.92
Family:	\$ 973.92

9.2.2 Cost Containment

CSEA shall appoint two representatives to the Health Care Cost Containment Committee to explore alternative health plans for the future. The Committee will be composed of all employee organizations, Association, and management representatives and shall be charged with meeting with Insurance Brokers and carriers to examine methods by which health care cost may be contained.

9.3 Dental Insurance

Effective October 1, 2008, the Districts annual maximum contribution towards District dental insurance for eligible unit members and eligible dependents shall not exceed \$ 67.66, subject to existing requirements.

Delta Plans	MONTHLY PREMIUM FOR 2008-2009	MONTHLY DISTRICT PAYMENT / CAP	EMPLOYEE COST PER MONTH
Safeguard	\$ 22.00	\$ 22.00	\$ 0.0

HMO			
Safeguard PPO (\$1,000 plan)	\$ 67.66	\$ 67.66	\$0.0
Delta PPO (\$1,000 plan)	\$ 101.00	\$ 67.66	\$ 33.24
Delta PPO (\$1,500 plan)	\$ 102.98	\$ 67.66	\$ 35.24
Delta PPO (\$2,000 plan)	\$ 236.24	\$ 67.66	\$ 168.58
Western Dental HMO	\$ 21.05	\$ 21.05	\$0.00

9.4 Vision Care

The District will provide District Vision insurance selected by the District (March Vision, Vision Service Plan - VSP) at no cost to the employee for eligible unit members and eligible dependents, subject to existing eligibility requirements.

Vision Plans	MONTHLY PREMIUM FOR 2008 -2009	MONTHLY DISTRICT PAYMENT / CAP	EMPLOYEE COST PER MONTH
Vision Service Plan	\$ 11.50	\$11.50	\$0.00

Vision Plans	MONTHLY PREMIUM FOR 2008 -2009	MONTHLY DISTRICT PAYMENT / CAP	EMPLOYEE COST PER MONTH
March Vision Care	\$ 10.87	\$10.87	\$0.00

9.5 Life Insurance

The District will provide life insurance in the amount of \$10,000 for all members covered by this agreement. A spouse will have coverage for \$ 5,000 (Spouse Life Insurance will terminate when age 70 is attained). A dependent child in age 6 months to 19 years old (or if a full time student to age 23) will have coverage for \$ 2500. The 2008-2009 premium shall be:

Lincoln Financial Life Insurance Company \$ 3.09

9.6 Worker's Compensation

The District will pay the premium for State compensation Insurance for each unit member.

9.7 Liability Insurance

The District will maintain a \$1,000,000 liability insurance policy to cover all unit members for suit or damages growing out of negligent acts committed within the scope of employment.

9.8 Early Retirement

9.8.1 An employee may, if he/she chooses, elect to retire early. He/she must have reached fifty-five (55) years of age, unless permanent disability retirement is granted by one (1) of the state retirement boards.

9.8.2 After an employee has been in service to the District in a capacity entitling him! her to district-financed insurance policies for a period of ten (10) years or more and elects to take early retirement, the District will continue to pay the employee's premium for the health, dental and life insurance for five (5) years or to his/her 70th birthday, whichever occurs first,

9.8.3 The employee who is retiring early must make application for such early Retirement through the Personnel Office on forms furnished by the District in order to be eligible for early retirement benefits.

9.8.4 This early retirement policy, as defined above, has been in effect since November 1, 1983.

9.9 The District will allow all bargaining unit employees to participate in an IRC-125 Plan effective in the 2000-2001 school year.

9.10 The District will enroll all bargaining unit members in the California State Disability Insurance (SDI) Program, effective in the 2000-2001 school year.

## ARTICLE X

### HOLIDAYS

#### 10.1 Eligibility

All unit members who are regular classified employees will be entitled to payment for authorized holidays, provided that they were in a paid status during any portion of the day immediately preceding or succeeding the holiday.

#### 10.2 School Holidays

Regular employees who are not normally assigned to duty, during those days designated by the legislature and/or the Board of Education as holidays, shall be paid for those holidays, provided they were in a paid status during any portion of the working day, of their normal assignment, immediately preceding or succeeding the holiday period.

#### 10.3 Holiday Pay

Classified employees working less than full-time shall receive holiday pay on a pro-rata basis at the same rate of their normal compensation.

#### 10.4 Holidays

The District will provide the holidays as designated by the Board of Education as stipulated in the Board Adopted Calendar for the school year 2004-2005. The District will, in conjunction with CSEA develop the calendar for the 2005-2006 and 2006-2007 school years.

#### 10.5 Personal Holiday

Each employee is entitled to two (2) personal holidays each fiscal year, which shall be arranged by mutual agreement between the employee and his/her supervisor.

#### 10.6 Recognized Holiday

If a recognized holiday falls on a Sunday, the following Monday is to be considered that holiday. If a recognized holiday falls on a Saturday, the preceding Friday is the holiday.

#### 10.7 Year Round School (pending continuation of Year Round Schooling)

Employees working year round school schedules shall be entitled to paid holidays as follows:

- 10.7.1 Ten (10) month year round employees shall be entitled to 12 holidays: Independence Day, Labor Day, Veteran's day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Good Friday, Cesar Chavez's Birthday and Memorial Day.
- 10.7.2 Eleven (11) month year round employees shall be entitled to 13 holidays: All those listed in 10.7.1 and Washington's Birthday.
- 10.7.3 Twelve (12) month year round employees shall be entitled to 14 holidays: All those listed in 10.7.1 and 10.7.2 and the day before or after Christmas (agreed upon in lieu of Admissions day holiday).
- 10.7.4 Employees working year round schools shall be eligible for the holidays as listed in this Section (10.7) notwithstanding Article 10.2 of the Agreement.

## ARTICLE XI

### VACATION LEAVES

11.1 Each permanent or probationary classified employee shall earn vacation time in accordance with the following:

11.1.1 All employees in the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis, July 1- June 30.

11.1.2 Employees working less than full-time (less than eight (8) hours per day or Twelve (12) months per year shall earn vacation based upon the percentage of time their assignment bears to a full-time assignment computed in time worked .

11.1.3 Probationary employees will earn vacation time during the probationary period. Should an employee terminate, pay for vacation time taken or used but not earned, shall be deducted from the employee's final paycheck.

11.1.4 Employees will earn vacation in accordance with the following schedule:

1- 4 years of service - 12 days vacation (12 month employees)  
11 days vacation (11 month employees)  
10 days vacation (10 month employees)

5-10, years of-service - 18 days vacation (12 month employees)  
16.5 days vacation (11 month employees)  
15 days vacation (10 month employees)

11 years of service + 24 days vacation (12 month employees)  
22 days vacation (11 month employees)  
20 days vacation (10 month employees)

11.1.4.1 The earned vacation days in section 11.1.4, may be prorated in no less than two (2) hour increments, subject to the conditions set forth in this article.

11.2 Vacation may not be accrued. Vacation earned in one (1) year must be used or taken by the end of the following year. Example: vacation earned during the first year of employment must be used by the end of the second year.

11.3 Vacation schedules shall be developed by October 1st each year and approved by the immediate supervisor or department head and the Superintendent. Effort shall be made to

enable vacation to be taken at times convenient to the employee, consistent with the needs of the District and workload of the department.

- 11.4 The rate at which vacation is paid shall be the employee's current rate of pay. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation salary by reason of subsequent changes in conditions of employment,
- 11.5 Employees with more than six (6) months of service who, either voluntarily or involuntarily, discontinue their employment with the District, shall be entitled to the unused vacation time they have earned and shall be granted vacation pay. Employees who terminate with less than six (6) months of service shall not be entitled to vacation pay.
- 11.6 Authorized paid holidays occurring during the period in which an employee is on paid vacation shall not be counted as vacation time.
- 11.7 Employees working less than twelve (12) months a year may be required to take the winter and spring recess periods as vacation time. When unable to use up all of the vacation time earned, an employee and his/her supervisor shall see that the remaining days are used during the employee's work year. Vacation will be earned on the basis of hours worked relative to an eight (8) hour day.

## ARTICLE XII

### LEAVES

#### 12.1 Paid Sick Leave

- 12.1.1 Sick leave is the authorized paid absence of an employee because of illness or injury or exposure to contagious disease.
- 12.1.2 Part -time classified employees working less than (eight (8) hours a day, five (5) days a week) full-time, are entitled to sick leave that shall be computed on the basis of hours and days worked. Unused sick leave may be accumulated without limit.
- 12.1.3 At the beginning of each fiscal year, the sick leave "bank" of the employee shall be increased by the number of days or hours of paid sick leave, which he/she would normally earn in the ensuing fiscal year. An employee's sick leave "account" shall be adjusted if a change in assignment alters the amount of sick leave earnable.
- 12.1.4 Sick leave may be taken at any time, provided that new employees with probationary status may use only six days of paid sick leave during their initial probationary period.
- 12.1.5 Pay for any day of sick leave shall be the same pay, which the employee would have received if he/she had worked that day.
- 12.1.6 In order to receive compensation while on sick leave, the employee must notify his/her supervisor of his/her absence within the first working hour of the first day absent, unless conditions make notification impossible. The burden of proof of impossible conditions is upon the employee. -,
- 12.1.7 The employee shall notify his/her supervisor of his/her impending return to duty at least two (2) hours prior to the close of the preceding days so that a substitute employee may be terminated. If the employee fails to notify his/her supervisor and both the employee and the substitute report to work, the substitute is entitled to the assignment, and the employee shall not receive pay for the day.
- 12.1.8 If the District has reason to question a member's absence for illness, of short or long duration, the Superintendent may require a statement from a doctor verifying the illness.

- 12.1.9 When a person is on a paid sick leave, he/she shall not be penalized in the event an authorized holiday occurs during that time.
- 12.1.10 Sick leave is not earned for the following reasons:
- (1) Overtime working hours
  - (2) During a sick leave of absence without pay
  - (3) Student help, temporary (provisional), emergency employees.
- 12.1.11 Absence reports shall be directed to the Payroll Department attached to appropriate time reports.
- 12.1.12 An employee who is on sick leave may not continue to receive income from the school district if he/she accepts other employment. When an employee is on sick leave or a leave of absence without pay because of illness and wishes to accept other employment, he/she must resign from the classified service of the District. Accepting other employment while on sick leave, without notifying the District, may be grounds for dismissal.
- A request for leave of absence for reasons of health must be accompanied by permission for release of information and a statement from the attending physician to give a case diagnosis and prognosis to the satisfaction of the Board of Education.
- 12.1.13 The Superintendent, as the Board of Education's representative, reserves the right, irrespective of whether or not sick leave benefits have been claimed or received, to require a health examination at District's expense of any employee whenever there is question of said employee's physical or mental ability to perform the functions of his/her position. All costs relating to the examination, including transportation, shall be borne by the District.
- 12.1.14 An Employee whose record of illness appears to follow a pattern or reoccurrence for a series of relatively minor indispositions may be made the subject of a special investigation by the administration. Disciplinary action may be taken if the findings of the investigation warrant such action. Employees whose attendance warrants an investigation shall be notified in writing of such questionable attendance regarding any investigation.
- 12.1.15 An employee will receive District fringe benefits during all periods while in a paid status. In case of personal leave or leave without pay, the employee may maintain benefits at his/her own expense. Benefits terminate upon termination of the employee from the District.
- When an employee who has been employed by the District for ten (10) years or more elects early retirement in accordance with the District's early retirement plan, he/she may continue to receive all existing benefits provided by the early retirement plan for five (5) years or until he/she reaches the age of seventy (70) years, whichever occurs first.

12.1.16 After an employee uses all his/her accumulated full pay sick leave he/she shall have entitlement of other sick leave as established by the Education Code.

12.1.17 After exhaustion of all paid leave, a permanent employee may be placed on unpaid leave upon request with the recommendation of the Personnel Commission and approval of the Board of Education. When placed on unpaid leave, the employee shall not again become eligible for paid leave until the commencement of a new fiscal year in which he/she has rendered service.

12.1.18 **Transfer of Accumulated Sick Leave**

Any classified employee of any school district who has been an employee of that District for a period of one (1) calendar year or more and who terminates such employment for the sole purpose of accepting a position in another school district and who subsequently accepts, within one (1) year of termination of his/her former employment, such position, shall have transferred with him/her to the second district the total amount of earned sick leave days, for absences due to illness or personal illness, to which he/she is entitled under the Education Code.

12.1.19 An employee who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he/she is able to resume the assigned duties and, if the leave has been for more than twenty (20) working days, provided that he/she has notified the District of his/her return at least three (3) working days in advance.

12.1.20 If, at the conclusion of all sick leave and additional leave granted, the employee is still unable to assume the duties of his/her position, the following steps must be taken:

(1) The employee may make a request for leave of absence without pay because of illness. A statement from his/her physician must support this.

(2) The request will be submitted to the Personnel Director for approval.

If the Personnel Director denies the request, it will be sent to the Board of Education for its action. Upon receipt, the Board will do one or more of the following:

(a) Approve the grant of leave of absence without pay for a period not to exceed one (1) year, or;

(b) Deny the request for leave of absence without pay; and;

(c) Order the employee terminated from the Classified Service because of

being physically or mentally unable to perform the duties of his/her position.

- (4) If the employee is terminated by the Board of Education, he/she will then be placed on a layoff re-employment list for a period of thirty-nine (39) months in the same manner as though he/she were laid off of work or lack due to a lack of funds.

## 12.2 Industrial Accident and Industrial Illness Leave

- 12.1.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of the Education Code. Upon receiving such knowledge, the District shall notify the injured employee, or in case of death, his/her dependents, that he/she may be entitled to benefits under this Section.
- 12.2.2 An employee in the unit, who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under the provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for each accident or illness while receiving temporary disability benefits from Workers' Compensation provided that the illness or injury was related to the performance of his/her duties. Such paid industrial accident or illness leave shall not be for more than sixty (60) working days.
- 12.2.3 Paid industrial accident leave shall be granted, as indicated in the employee's assignment, from the first day of the absence to and including the last day of absence resulting from each separate industrial illness or industrial injury. When an industrial accident or illness leaves overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- 12.2.4 Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid sick leave to which an employee may be entitled unless notified in writing.
- 12.2.5 If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid illness leave if he/she is eligible therefore. Accumulated illness leave will be reduced only in the amount necessary to provide a full days' wages or salary, as indicated in the employee's assignment, when added to disability benefits derived from Workers' Compensation.
- 12.2.6 After all paid illness leave has been exhausted following a paid industrial leave, an employee must receive pay from accrued vacation to the extent necessary to make up the employee's regular salary when receiving

temporary disability allowance with penalties from the Worker's Compensation Insurance Company. After the expiration of all paid leave privileges, the appointing authority may place the employee on an industrial accident leave without pay. The total time of all leave benefits provided under this rule, including unpaid industrial accident leave, shall be pursuant to the Education Code.

- 12.2.7 Upon return to serviced from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his/her former class ahead of any employee with lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable re-employment list.
- 12.2.8 An employee returning from such paid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code and Personnel Commission Rules. An employee shall continue to receive credit for all purposes while on such a paid leave as authorized by the Board.
- 12.2.9 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the re-employment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.
- 12.2.10 An employee who fails to accept an appropriate assignment after being medically approved therefore, shall be removed from the re-employment list. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and time basis, and in assignment areas in which the employee has made himself/herself available. Employees removed from a re-employment list under this rule may appeal the removal to the Personnel Commission.
- 12.2.11 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under the State Workers' Compensation Insurance Laws, exceed the employee's regular salary. A permanent employee's regular salary is computed on the basis of the number of hours and days in his/her basic daily assignment. An employee who is not permanent shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the employee was in a paid status during the preceding year.

An employee who received a shift or other salary differential shall lose the advantage of the differential after ten (10) consecutive working days of paid industrial accident leave for anyone (1) industrial accident or industrial

illness. During all paid leaves resulting from an industrial accident or industrial illness, the employee shall endorse to the District all wage-loss benefit checks received under State Workers' Compensation Insurance Laws. The District shall issue to the employee appropriate warrants for payment of wages, loss of benefits, salary, and/or leave benefits and shall deduct normal retirement and other authorized contributions.

Final allowance for permanent industrial disability settlements shall not be subject for remittance to the District under this provision.

- 12.2.12 If there is reason to question an employee's absence, the Superintendent, or designee, may require an investigation of absence, including an examination by a licensed/qualified physician selected by the District. Employees who warrant an investigation shall be notified in writing regarding any investigation.

### 12.3 Bereavement Leave

- 12.3.1 Employees shall be granted a leave with full pay in the event of the death of any members of the employee's immediate family. The leave shall be for a period of three (3) days or five (5) days if travel beyond 350 miles is required. If the unit member requests he/she shall be granted up to an additional six (6) days of leave in anyone (1) year for bereavement purposes which shall be charged to his/her accumulated personal illness and injury leave.
- 12.3.2 Members of the immediate family means; spouse, mother, mother-in-law, father, father-in-law, grandmother, grandfather, son, son-in-law, daughter, daughter-in-law, grandchild, brother, brother-in-law, sister, sister-in-law, aunt and uncle of the employee and employee's spouse; or any person living in the immediate household of the employee.
- 12.3.3 For additional leave an employee may elect to use Personal Necessity Leave (Section 12.9).

### 12.4 Jury Duty and Witness Leave

- 12.4.1 Leave of absence for jury service shall be granted to any classified employee who has been officially summoned to jury duty in local, state or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave is assigned to and the subpoena or court certification is filed with the District.
- Request for jury service leave should be made by presenting the official court summons for jury service to the Personnel Director.
- 12.4.2 Leave of absence to serve as a witness in for a court case shall be granted to

an employee when he/she has been served a subpoena to appear as a witness, not as a litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve, as a witness, should be made by presenting the official court summons to the Personnel Director.

12.4.3 The jury service fee and witness fee referred to in Sections 12.4.1 and 12.4.2, respectively do not include reimbursement for transportation expenses.

12.4.4 An employee who has received a leave of absence under this rule shall make himself/herself available for work during hours when his/her presence is not required in court.

## 12.5 Military Leave

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

## 12.6 Leave of Absence Without Pay

12.6.1 Leave of absence without pay may be granted to a permanent classified employee, upon written request subject to the following restrictions:

- (1) Leave of absence without pay may be granted for any period not exceeding one (1) year.
- (2) Time off without pay for a period not to exceed five (5) consecutive working days may be granted by the Superintendent or designee. Except for unusual circumstances, prior approval should be obtained.
- (3) The granting of a leave of absence without pay give the employee the right to return to a position within his/her classification and, if possible, to his/her position, with all the rights and benefits and burdens of a permanent employee at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties.

12.6.2 Failure to report for duty within five (5) working days after leave has been cancelled or expires shall be considered abandonment of the position, and just cause for termination by the Board of Education.

12.6.3 Time spent on any personal leave shall be considered a break in continuous service, i.e., this time shall not be counted toward seniority for the purposes of establishing retention lists in the event of a layoff, or for computing seniority credit for promotional examination.

12.7 Leave to Serve in an Exempt, Temporary or Limited Term Position

- 12.7.1 Any unit member in permanent status who accepts an assignment within the District to an exempt, temporary or limited-term position, shall, during such assignment be considered for status purposes as serving his/her regular position, and such assignment shall not be considered separation from service.
- 12.7.2 The employee may, with the approval of the District, voluntarily return to his/her position or a position in the same class of his/her permanent status prior to the completion of service in an exempt, temporary, or limited-term position. Failure to complete the required service, unless approved as specified herein, will constitute abandonment of position and may be grounds for disciplinary action by the appointing authority.

12.8 Pregnancy Disability Leave

- 12.8.1 After a unit member has completed his/her probationary period, he/she may be granted a leave of absence for reason of pregnancy.
- 12.8.2 Pregnancy leave shall commence when the employee is physically unable to work and when so directed by her physician.
- 12.8.3 An employee on pregnancy leave shall report to work after no more than thirty (30) working days from the birth of the child. An exception to this must be accompanied by a physician's statement.
- 12.8.4 Compensation while on pregnancy leave shall be as follows:
  - (1) Use of accrued paid sick leave.
  - (2) Use of accrued vacation leave.
  - (3) Salary equal to the difference between regular salary and the salary paid a substitute.

12.9 Personal Necessity Leave

- 12.9.1 Any days of absence for illness or injury earned pursuant to Section 12.1 may be used by a unit member at his/her election, in cases of personal necessity. Such leave shall not be accrued and will be charged against the seven (7) days allowed by the Education Code to be used in any school year and may be used only for the following reasons:
  - (1) Bereavement  
Death of a member of any employee's immediate family as defined under

## Bereavement Leave.

Leave may also be allowed with compensation for attendance at the funeral of relatives not living in the immediate household.

- (2) Accident/Family Illness  
Personal business of an emergency or necessary nature, accident or serious illness, involving his/her person or property or the person or property of a member of his/her immediate family.
- (3) Court Appearance  
Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. This will only be granted upon written request with a copy of the subpoena or any order and must be filed two (2) school days prior to the absence with approval by the Principal or Department Head.
- (4) Meeting  
Participation in lawful meetings, activities, or observance where the employee conscientiously believes that his/her participation therein is necessary and requires his/her absence from duty. (This does not include participation in strikes sick-outs, non-authorized meetings, etc.).

12.9.2 The Board of Education or the Superintendent may require verification for any leave taken. A written request for an emergency leave shall be made to the personnel office and shall be approved by the Superintendent or his designee. Five (5) days notice shall be given when ever possible.

## 12.10 Leave of Absence to Vote

12.10.1 Unit members who are registered voters may claim necessary time off to vote at general, direct primary, or presidential primary elections, under the following provisions of the State Elections Code:

"If a voter does not have sufficient time outside of his/her working hours within which to vote at any general direct primary, or presidential primary election, he/she may, without loss of pay, take off so much working time as will, when added to his/her voting time outside his/her working hours enable him/her to vote."

12.10.2 Unit members may take off so much time as will enable them to vote, but not more than two (2) hours of which shall be allowed time off for voting only, at the beginning or end of their regular working shift, whichever allows them the most free time for voting and the least time off from their regular working shift, unless otherwise mutually agreed.

2.10.3 If the member on the third working day prior to the day of the election, knows or has reason to believe, that he/she will need time off to enable him/her to vote on election day, he/she shall give his/her employer at least

two (2) working days' notice that he/she desires time off in accordance with the provisions of this Section.

#### 12.11 Family Care and Medical Leave

- 12.11.1 Any permanent unit member who has served in the District 1,250 hours or more in the immediate preceding twelve (12) month period shall be eligible to take unpaid family care and medical leave in accordance with the provisions of Title 29 of the United States Code, Section 2601, et seq. (FMLA) and California Government Code Section 12945.2.
- 12.11.2 Family care and medical leave may be used for the following reasons:
- (1) The birth of the unit member's child.
  - (2) The placement of a child with the unit member in connection with the unit member's adoption or foster care of the child.
  - (3) To care for the serious health condition of the unit member's child, parent or spouse.
  - (4) Because of the unit member's own serious health condition that makes the unit member unable to perform the functions of the position in which the unit member is employed, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.
- 12.11.3 For purposes of this provision, "serious health condition" means illness, injury, impairment or physical or mental condition which prevents the unit member from performing the functions of the position in which the unit member is employed, or which warrants the participation of the unit member in providing care to a family member during a period of treatment and involves either:
- (1) Inpatient care in a hospital, hospice or residential health care facility; or
  - (2) Continuing treatment or continuing supervision by a health care provider.
- 12.11.4 For purposes of this provision, "health care provider" has the same meaning as it is prescribed in Government Code Section 12945.2, subdivision (c)(5).
- 12.11.5 For purposes of this provision, "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either:
- (1) Under eighteen years of age.
  - (2) An adult dependent child.

- 12.11.6 For purposes of this provision, "parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child.
- 12.11.7 A unit member is entitled to family care and medical leave for no more than a total of twelve (12) workweeks within a twelve (12) month period measured forward from the first day of the unit member's leave, unless additional leave is granted by the Superintendent or his/her designee.
- 12.11.7.1 The entitlement to leave for birth or placement of a child shall conclude at the end of the twelve (12) month period beginning on the date of such birth or placement.
- 12.11.7.2 The entitlement to leave for a serious health condition, shall expire at the end of the twelve (12) month period beginning on the initial date of discovery or diagnosis of the serious health condition, whichever occurs first, The unit member's notice of leave shall specify: the date of leave commences, the anticipated pattern of leave use if the unit member will not be absent continuously, and the anticipated date of return to continuous active service if known to the unit member.
- 12.11.8. Except in cases of emergency, a unit member shall give the Classified Personnel Department of the District reasonable advance notice of his/her intent to take family care and medical leave.
- 12.11.8.1 In the event necessitating family care leave is known more than thirty (30) calendar days prior to the unit member's need for leave, the unit member must provide the Classified Personnel Department of the District with a thirty (30) calendar day advance written notice of the unit member's need for family care and medical leave.
- 12.11.8.2 If the event necessitating family care leave is known less than 30 calendar days prior to the unit member's need for leave, the unit member must provide the Classified Personnel Department of the District with as much advance notice as reasonable possible, however under no circumstances, except in cases of medical emergency or unforeseen circumstance, will a request for leave be made less than ten (10) working days in advance of the requested leave. Failure to provide at least ten (10) working days advance written notice entitles the District to delay commencement of the leave until ten (10) working days have passed from the date of the request.
- 12.11.8.3 If leave is needed for a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling shall be subject to the

health care provider's approval.

12.11.9 Family Care and Medical Leave can be taken in multiple periods.

12.11.9.1 The minimum duration of any family care and medical leave for reason of birth, adoption or foster care placement of a child of the unit member, shall be two weeks. Nevertheless, the District will twice grant a unit member's request for family care leave of at least one day but less than two weeks duration if the unit member complies with all requirements of Article XII, Section 11.14 of this agreement.

- 12.11.9.2 Family care and medical leave for the serious health condition of the unit member's child, parent or spouse of the unit member, may be taken intermittently in one day increments when medically necessary, as determined by the health care provider of the person with the serious health condition.
- 12.11.10 During the period of leave taken pursuant to Article XII, Section 11.14 of this Agreement, the District may require the unit member to use accrued vacation leave, other accrued time off, or any other available paid leave for FMLA leave in accordance with 29 C.F.R. sections 825.207 and 825.208. If the unit member takes a leave because of his/her own serious health condition, the District may require the unit member to use any accrued sick leave for FMLA leave in accordance with 29 C.F.R. sections 825.207 and 825.208. However, a unit member shall not use sick leave in connection with a birth, adoption or foster care, or to care for a child, parent or spouse with a serious health condition, unless mutually agreed to by the District and the unit member.
- 12.11.11 The District shall maintain the unit member's health and welfare programs for the duration of the family care and medical leave, not to exceed a cumulative maximum of twelve (12) work weeks in a twelve (12) month period.
- 12.11.12 The unit member shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any unit member benefit package.
- 12.11.13 A unit member's request for family care and medical leave due to the birth of a child shall be supported by either a statement from a physician certifying the pregnancy or a birth certificate.
- 12.11.14 A unit member's request for family leave to care for a child, spouse or parent who has a serious health condition shall be supported by a certification from the health care provider of the individual requiring care. This certification shall include:
- (1) The date on which the serious health condition commenced.
  - (2) The probable duration of the condition.
  - (3) An estimate of the amount of time that the health care provider believes the unit member needs to care for the individual requiring the care.
  - (4) A statement that the serious health condition warrants the participation of a family member to provide care during a period of

treatment or supervision of the individual requiring care.

12.11.15 A unit member's request for family care and medical leave, because of the unit member's own serious health condition, must be supported by a certification issued by his/her health care provider. That certification shall be sufficient if it includes all of the following:

- (1) The date on which the serious health condition commenced.
- (2) The probable duration of the condition.
- (3) A statement that, due to the serious health condition, the unit member is unable to perform the function of his or her position.

12.11.16 Upon expiration of the time estimated by the health care providers in Article XII, sections 11.14 subparagraph (3) and 11.15 subparagraph (2) of this Agreement, if additional leave is required, the District may require the unit member to obtain recertification in accordance with the same procedures provided in Article XII, sections 11.14 and 11.15 of this Agreement.

12.11.17 In any case in which the District doubts the validity of the certification provided pursuant to Article XII, sections 11.14 and 11.15 of this Agreement, the District may verify the certification in accordance with 29 C.F.R., section 825.307.

12.11.18 As a condition of a unit member's return from family care and medical leave because of the unit member's own serious health condition, the unit member must obtain certification from his/her health care provider that the unit member is able to resume work without restriction, unless otherwise determined under the Americans With Disabilities Act (ADA).

12.11.19 The District shall not refuse to hire, reinstate, and shall not discharge, fine, suspend, expel or discriminate against any unit member because he/she exercises the right to family care leave or because he/she gives information or testimony related to his/her or another person's family care leave in an inquiry related to family leave.

12.11.20 If both parents are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care or a child or serious health condition of a child that would allow the parent's family care and medical leave totaling more than a cumulative twelve (12) workweeks in a twelve (12) month period.

12.11.21 Substitute Employment - A unit member on family care and medical leave for the birth or placement of a child, shall not be denied the opportunity to substitute in the school District by reason of the fact that he/she is on family care and medical leave.

- 12.11.22 The District may require a unit member to use any accrued vacation leave, sick leave, other accrued time off, or any other available paid leave for FMLA leave in accordance with 29C.F.R., section 825.207 and 825.208. Under no circumstance shall a unit member be entitled to take an aggregate amount of leave pursuant to the FMLA or California Government Code, section 12945.2 in excess of twelve (12) workweeks in a twelve (12) month period.
- 12.11.23 A unit member is entitled to take, in addition to the leave provided for under these provisions, the pregnancy disability leave provided for under Article XI, section 8 of this Agreement.
- 12.2.1 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to take care of that family member, and taking extended time off work creates a financial hardship for the employee because he or she exhausted all of his or her sick leave and other paid time off.
- 12.2.2 The District and CSEA will establish procedures which will outline how employees may utilize Catastrophic Leave in accordance with Education Code Section 44043.5

## ARTICLE XIII

### TRANSFERS

- 13.1 A transfer is defined as the movement of a member of the unit from one (1) location to another that does not involve a change in classification. This does not include assignments within the same classification at the same site location.
- 13.2 The Superintendent, upon recommendation of line authority, may make transfers within the classified service for the good of the service and the approval or rejection shall be governed by consideration of student welfare and office functions.
- If an employee requests, the Superintendent will state in writing his/her reasons for such a transfer. The employee may consult with the Superintendent or his/her designee regarding such transfer. Such consultations will be private.
- 13.3 Administration-initiated transfers may be made from one (1) position in a class to another position in the same class for other than disciplinary reasons upon the approval of the Superintendent or his/her designated representative subject to five (5) calendar day notice, except in cases of emergency.
- 13.3.1 Transfers from a position in one (1) class to a position in another related class must first be approved by the Personnel Director. Such approval may be given only when the transfer is either lateral or is a voluntary demotion in the same job family.
- 13.3.2 Administration-initiated transfers, whether later or to a lower class, when effected for disciplinary reasons shall be considered an involuntary demotion and the employee shall have the right to file an appeal to the Personnel Commission.
- 13.4 Employee-initiated transfers shall be made in accordance with the following procedures:
- 13.4.1 A permanent employee may request a transfer from his/her position to another in the same class, or to a position in a lower class in the same job family as a voluntary demotion. The Personnel Director shall be responsible for determining job families and the appropriateness of the transfer.
- 13.4.2 Transfer request shall be made in writing to the Personnel Director. The Personnel Director shall place the employee's name on the appropriate transfer list. Transfer requests shall be considered in the following orders: a) position of equal hours; (b) seniority. None of the criteria, however, bind the District. Competency of

employee shall be the deciding factor on granting the request. Competency will mean demonstrated ability to do the job.

- 13.4.3 The top three (3) qualified transfer eligibles will receive first consideration to any/all vacancies. If there are three (3) eligible transfer candidates on the transfer list, management must choose one of the three transfer candidates to fill the vacant position. If there are less than three (3) eligible transfer candidates on the list, the transfer candidate(s) must be interviewed, but management may request to interview the number of ranked eligible(s) (to equal the required three candidates) from the approved eligibility list to fill the vacant position. The person selected shall be allowed to transfer in accordance with our contract.
- 13.4.4 Should the transfers be mutually agreeable to all parties concerned, a release date not to exceed ten (10) working days, unless otherwise mutually agreed to by all parties, shall be communicated to the Personnel Director.
- 13.4.5 Should the employee's current department head wish to disapprove the transfer, the Superintendent shall make the final decision.

## ARTICLE XIV

### EMPLOYEE EXPENSES AND MATERIALS

#### 4.1 Tools

The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

#### 4.2 Physical Examinations

The District agrees to provide the full costs of any medical examination required as a condition of continued employment.

#### 4.2 Mileage

Bargaining unit employees that use their personal vehicles in the course of their employment shall be reimbursed for mileage at the current IRS mileage rate in accordance with District policy.

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### 15.1 Purpose

This grievance procedure is intended to supplement, but not supplant, normal and usual procedures for solving personnel problems. It is intended to enhance personal communications between employees and supervisors. Useful and necessary private meetings between District supervisors and the employees they supervise are encouraged.

#### 15.2 Definitions

- (A) A "grievance" is a claim by one (1) or more employees or the Association of a violation, misinterpretation or misapplication of a provision of this agreement, which personally and adversely affects the grieving employee, or group of grieving employees.
- (B) An "employee" is a classified employee working in the CSEA bargaining unit.
- (C) A "working day" is any day where the central administrative offices of the District are open for business.
- (D) "Supervisor" is the member of management who supervised the grievant.
- (E) A "grievant" is an employee, group of employees or the Association asserting a grievance.

#### 15.3 Step 1- Informal Resolution

Informal discussion of problems and a continuing interchange of views between employees and management who immediately supervise them is encouraged. Management should attempt to resolve differences of dissatisfaction as soon as possible, but such resolutions must be in accordance with the provisions of this Agreement.

When an employee has a complaint, he/she shall request a conference with his/her supervisor to discuss the complaint. The supervisor shall grant the employee at least one (1) conference. Additional conferences should be held prior to the initiation of Step 2 if it appears that the resolution of the complaint may be achieved by informal means. Both the grievant and supervisor may invite relevant persons, including a representative of the Association, to attend all conferences. At any time within seven (7) working days after the last mutually agreed-upon conference, if the complaint has not been satisfactorily resolved, the employee may invoke Step 2 of this procedure.

#### 15.4 Step 2 - Formal Written Procedure:

15.4.1 An employee may initiate a formal grievance by filing a completed grievance form with his/her immediate supervisor. Relevant information obtained during Step 1 may be asserted.

Grievance information shall include:

- (1) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance.
- (2) Citations of the provisions or provisions of this Agreement which are alleged to have been misinterpreted or misapplied.
- (3) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable.
- (4) A listing of the specific actions requested of the District, which will afford remedy to the grievant.
- (5) A request for a conference if desired. If the supervisor or designated representatives desires, he/she may request a conference at Step 2. The request must be granted. The grievant and supervisor or his/her representative may request the presence of a representative or representatives at any meetings called in accordance with this Section.

15.4.2 The supervisor or his/her representative will hold a conference with the grievant within seven (7) working days after receipt of the written grievance.

15.4.3 The supervisor or his/her representative shall render a written decision to the grievant within seven (7) working days after the conference with the grievant. The supervisor shall send information copies of the decision to the immediate supervisor and the Personnel Department, and to the Association.

### **15.5 Step 3 - Superintendent or his/her Representative**

If a grievance is not resolved in Steps 1 or 2, the employee, group of employees or Association may request in writing a hearing before the Superintendent or his/her representative.

The request shall be filed in the Office of the Superintendent or his/her representative. The request shall be filed in the Office of the Superintendent within seven (7) working days after receipt of a written decision at Step 2.

The superintendent or his/her representative will hold a hearing within seven (7) working days after receipt of the request for a hearing. The grievant may be represented by representatives of his/her choice.

The Superintendent or his/her representative will reply in writing within seven (7) working days after the closing of the Step 2 hearing.

**15.6 Step 4 - Arbitration**

15.6.1 If the aggrieved or the Association is not satisfied with the disposition of the grievance at Step 3, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to arbitration. In such case the parties shall request a list of arbitrators from the California State Conciliation Service in accordance with the State Conciliation Service procedures. The arbitration procedure does not apply to:

- (a) any proceeding for layoff, discipline, or discharge of employees;
- (b) the content of evaluation of members of the unit, except for violation, misinterpretation or misapplication of procedures concerning evaluation;
- (d) any attempt to alter or amend this Agreement by filing of a grievance.

15.6.2 No party in interest shall be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest.

15.6.3 Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator, and the report shall be divided equally between the Board and the Association.

15.6.4 An arbitrator shall be selected by the following procedure: a representative of the Association and Board's representative shall elect the arbitrator from the California State Conciliation Service's list by eliminating names until one (1) name remains. The first option of elimination shall alternate.

The one (1) remaining name shall be the arbitrator. The process of striking names shall occur within seven (7) days of receipt of the list from the State Conciliation Service by both parties.

15.6.5 Once the arbitrator has been selected, hearings shall commence as soon as possible.

15.6.6 The arbitrator shall conduct the hearing in accordance with voluntary

arbitration rules of the State Conciliation Serviced and the provisions of this procedure.

- 15.6.7 Within thirty (30) days after conclusion of the hearing the arbitrator shall render an award in writing to the parties in interest. such award shall; be binding on all parties in interest.

#### 15.7 General Provisions

- 15.7.1 If a grievance involves employees with different immediate supervisors, the grievance may be filed by the Association at Step 3.
- 15.7.2 The Association may file a grievance at Step 3 involving Article III or Article V.
- 15.7.3 Designation of representatives will be in writing. Such designation shall be entered on the grievance at Step 2.
- 15.7.4 No party may be required to discuss a grievance if his/her representative is not present.
- 15.7.5 The District will not agree to the resolution of a grievance at Step 2 or Step 3 of this procedure until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response. An employee who wishes to have a grievance heard under this procedure must initiate action within twenty (20) working days of the time he/she had knowledge, or reasonable should have had knowledge of the act or omission giving rise to the grievance.
- 15.7.6 Time allowances set forth in this grievance procedure may be extended only by mutual consent of the grievant and the District.
- 15.7.7 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.
- 15.7.8 Should the processing of a grievance require that an employee or Job Representatives be released from his/her regular work, he/she will be released without loss of pay or benefits.
- 15.7.9 Grievance forms shall be provided by the District and made available by principals and supervisors.
- 15.7.10 No reprisal of any kind will be taken by or against any participant in the grievance procedure by reason of such participation.
- 15.7.11 Grievance records will be kept in a grievance file separate from official

District personnel records.

15.7.12 Each party shall pay its own costs incurred in regard to grievances.

15.7.13 The Association and the District shall equally share the cost of arbitration including that of the hearing officer.

15.7.14 Copies of the District grievance form may be secured from the principal's secretary at the local school sites, from the Assistant Superintendent/Personnel Services at the District Office, or job site representatives.

ARTICLE XVI

**PERFORMANCE EVALUTATION**

- 16.1 The unit members will be evaluated pursuant to the rules and regulations as set forth by the Personnel Commission and as stipulated in the California Education Code.
- 16.2 The District shall negotiate with CSEA over the unit member evaluation form to the extent required by law.

## ARTICLE XVII

### SAFETY & TRAINING

#### 17.1 Safety

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well being.

A safety committee composed of equal numbers of members appointed by the Association and the District shall be formed within ninety (90) days after implementation of this contract.

This committee may consult with, advised and recommend to the District any unsafe or hazardous conditions affecting the health and safety of our unit members at the work sites. No reprisals of any kind will be taken by or against any employee reporting an unsafe working condition.

#### 17.2 Training

A professional growth committee is hereby established to be composed of three (3) members appointed by the District and two (2) members appointed by CSEA. The purpose of the committee will be to investigate all aspects of professional growth and to make recommendations to the Governing Board.

ARTICLE XVIII

**NO STRIKE, NO LOCKOUT**

- 18.1 The Association and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Association, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties as required in this Agreement, and will undertake to exert its best efforts to discourage any such acts by any employees in the unit. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of Association members or other persons covered by this Agreement.

## ARTICLE XIX

### SUCCESSOR AGREEMENT

- 19.1 The Board agrees to enter into negotiations with the Association over a successor agreement no later than six (6) weeks after the public meeting of the Board of Education at which time the Association's successor agreement proposals are presented to the Board as per the requirements of law. The Association agrees that its proposals for successor agreements will be presented to the Board in writing at one of its regularly scheduled March meetings of the year the existing agreements, so negotiated, shall be reduced to writing after the ratification by the parties.

This Article may be extended by mutual agreement between the parties. Such agreement shall be in writing.

## ARTICLE XX

### ZIPPER CLAUSE

- 20.1 All conditions of employment within the scope of meeting and negotiating pursuant to Government Code in effect prior to and at the time that this Agreement is signed are terminated or superseded by the terms of this Agreement. This agreement shall be interpreted to provide only such rights, which are expressly stated herein.
- 20.2 The parties agreed that during the negotiations which resulted in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands, proposals and counter-proposals with respect to non-mandatory subjects of bargaining included in this Agreement. The understandings and agreements arrived at after negotiation are set forth herein.
- 20.3 During the term of this Agreement, the Association and the Board waive their respect right to meet and negotiate with respect to any provision contained within or matters outside this agreement, even though such subject or matter may not have been in contemplation or knowledge of either or both of the parties at the time they negotiated or signed this Agreement.
- 20.4 The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only by mutual consent of the parties in a written amendment executed in the same manner as this Agreement.
- 20.5 The Association agrees that it will neither take, nor threaten to take, any reprisals, directly or indirectly, against any management employee or Board member, regarding any action on the part of such persons in the official exercise of their duties or the administration of this contract or any grievance fled hereunder, or any other lawful activity.

## ARTICLE XXI

### **SEPARABILITY**

- 21.1 Should any article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

## **ARTICLE XXII**

### **DISCIPLINARY ACTION & APPEAL**

- 22.1 District regulation 60.800 sets forth present regulations concerning disciplinary action, (just cause). The District will maintain its present procedure of receiving input from the Association before accepting proposed changes.

LYNWOOD UNIFIED SCHOOL DISTRICT  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
NEGOTIATIONS  
July 27, 2008

California School Employees Association and the Lynwood Unified School District have reached tentative agreement on the following items:

**ARTICLE XXIII: DURATION**

23.1 This agreement shall be in effect as soon as ratified by both parties and shall remain in effect through June 30, 2010.

23.2 Re-openers

2007 - 2008 Wages, Health and Welfare and any Article by mutual agreement.

2008 - 2009 Wages, Health & Welfare benefits and any Article by mutual agreement and up to two articles at the option of each party.

2009 - 2010 Wages, Health & Welfare benefits and any Article by mutual agreement and up to two Articles at the option of each party.

## APPENDIX B



LYNWOOD UNIFIED SCHOOL DISTRICT - CLASSIFIED SALARY SCHEDULE  
CHAPTER 116 OF THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
Effective JULY 1, 2007



3% Increase Board Approved 04/08/08.

## APPENDIX C

### CALIFORNIA EDUCATION CODE SECTIONS

- "44810" Willful interference with classroom conduct.
- "48904" Liability of parent or guardian for willful pupil misconduct; withholding of grades, diplomas and transcripts; voluntary work program.

"Every minor over 16 years of age or adult who is not a pupil of the school, including but not limited to any such minor or adult who is the parent or guardian of a pupil of the school, who comes upon any school ground or into any schoolhouse and there willfully interferes with the discipline, good order, lawful conduct, or administration of any school, class or activity of the school, with the intent to disrupt, obstruct, or to inflict property damage or bodily injury upon any person, is guilty of a misdemeanor, or is punishable by a fine of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1000), or by imprisonment in the county jail for not more than six months, or both.

"Amended by Stats. 1983, c., 1092, 84, urgency, effective Sept. 27, 1983, operative Jan. 1, 1984)."

"(a) Notwithstanding Section 1714.1 of the Civil Code, the parent or guardian of any minor whose willful misconduct results in injury or death to any pupil or any person employed by, or performing volunteer services for, a school district or private school or who willfully cuts, defaces, or otherwise injures in any way any property, real or personal, belonging to a school district or private school, or personal property of any school employee, shall be liable for all damages so caused by the minor. The liability of the parent or guardian shall not exceed seven thousand five hundred dollars (\$7,500). The parent or guardian shall also be liable for the amount of any reward not exceeding seven thousand five hundred dollars (\$7,500) paid pursuant to Section 53069.5 of the Government Code. The parent or guardian of a minor shall be liable to a school district or private school for all property belonging to the school district or private school loaned to the minor and not returned upon demand of any employee of the district or private school authorized to make the demand."

"The Superintendent of Public Instruction shall compute an adjustment of the liability limits prescribed by this subdivision at a rate equivalent to the percentage change in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce for the 12-month period ending in the third quarter of the prior fiscal year."

"(b) Any school district or private school whose real or personal property has been willfully cut, defaced, or otherwise injured, or whose property is loaned to a pupil and willfully not returned upon demand of an employee of the district or private school authorized to make the demand may, after affording the pupil his or her due process rights, withhold the grades, diploma, and transcripts of the pupil responsible for the damage until the pupil or the pupil's parent or guardian has paid for the damages thereto, as provided in subdivision (a)."

## APPENDIX D

### Memorandum of Understanding between Lynwood Unified School District and California School Employees Association

February 24, 2009

#### Furlough Day Agreement In Response To 2008-09 Fiscal Crisis

The Lynwood Unified School District ("District") and California School Employees Association ("CSEA") hereby enter into this Memorandum of Understanding Regarding Furlough Day Agreement In Response To 2008-09 Fiscal Crisis ("MOU"), subject to ratification by the CSEA membership and the District's Board of Trustees, and any necessary approvals by the Los Angeles County Office of Education.

1. Statement of Intent. The District and CSEA recognize that, similar to most public school districts across the State of California, the District faces a great fiscal crisis for the 2008-09 and 2009-10 school years. The District and CSEA wish to avoid reductions in classified services during the 2008-09 school year, which will be avoided if CSEA agrees to have each unit member take four unpaid days off ["Furlough Days(s)"] during the remainder of the 2008-09 school year.

In consideration for CSEA's agreement to this MOU, the District agrees to refrain from imposing any 2008-09 mid-year layoffs with regard to the CSEA bargaining unit. CSEA and the District agree to meet and negotiate regarding the reduction in work year and work hours which the District has discussed with CSEA.

2. Terms of Furlough Day Agreement for 2008-09. For the 2008-09 school year, the parties agree that each CSEA unit member will take four (4) Furlough Days during his/her regularly-scheduled Work days in the time-period from the date of this MOU to June 30, 2009, and the District will not be obligated to provide compensation of any kind to said unit-member for those Furlough Days.

It shall be the unit member's obligation to meet with his/her supervisor, well in advance of a Furlough Day, to obtain his/her supervisor's approval of the scheduling of the unpaid day, which shall be approved unless the requested date would be disruptive to the District's operations. A Furlough Day is not authorized without the supervisor's written approval. In the event that two or more unit members in the same classification seek to have the same date for a Furlough Day (and it is not disruptive to the District's operations), the supervisor shall give priority to the unit member with the greatest seniority. The unit member shall be obligated to report the Furlough Day on his/her timecard each month.

If the unit member does not schedule any or all of his/her four (4) Furlough Days on or before May 1, 2009, his/her supervisor shall have the authority to unilaterally schedule

those Furlough Days during the remainder of the school year .. The supervisor's scheduling of these Furlough Days shall not be punitive in nature.

This MOU shall be effective whether or not any other bargaining unit reaches a similar or identical agreement with the District. CSEA agrees to complete its ratification vote by 5:30 PM on March 2, 2009 and to inform LUSD of its vote by 6:00 PM on March 2, 2009.

By:

California School Employees Association Lynwood Unified School District

## APPENDIX E

LYNWOOD UNIFIED SCHOOL DISTRICT  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
NEGOTIATIONS  
July 27, 2008

California School Employees Association and the Lynwood Unified School District have reached tentative agreement on the following items:

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Chapter 116, California School  
Employees Association

Labor Relations Representative



## **LYNWOOD UNIFIED SCHOOL DISTRICT**

11321 Bullis Road, Lynwood, CA 90262 (310) 886-1600

Memorandum of Understanding between  
Lynwood Unified School District and  
California School Employees Association

September 20, 2010

This Memorandum of Understanding is made between the Lynwood Unified School District (District) and California School Employees Association (CSEA) Chapter #116 in response to the closure of negotiations for school years 2008-2009 and 2009-2010.

The Los Angeles County Office of Education (LACOE) is requesting certification that collective bargaining between the Lynwood Unified School District and CSEA is closed for the 2008-2009 school year. In light of the February 24, 2009 Furlough Day MOU Agreement, both parties agree that bargaining finalized and dosed for school year 2008-2009.

The Los Angeles County Office of Education is requesting certification that collective bargaining between the Lynwood Unified School District and CSEA is closed for the 2009-2010 school year. The District and CSEA agree that bargaining was finalized and is closed for school year 2009-10. The parties have not sunshined openers for the 2010-2013 successor agreement. CSEA reserves the right to sunshine openers for the 2010-2013 successor agreement.

California School Employees Association

Lynwood Unified School District