

CHARTER OAK UNIFIED SCHOOL DISTRICT



**CONTRACT AGREEMENT
WITH THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 309**

JULY 1, 2008 – JUNE 30, 2011

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ARTICLE 1

RECOGNITION

1.1 The Charter Oak Unified School District recognizes the California School Employees Association and its Charter Oak Chapter No. 309, (henceforth referred to as "the Association,") as the exclusive representatives of all regularly employed classified personnel employed in the following job classifications:

- Accounting Assistant
- Accounting Assistant - Student Body I
- Accounting Assistant - Student Body II
- Administrative Assistant
- Attendance Assistant
- Attendance Clerk
- Automotive and Heavy Equipment Mechanic
- Automotive Mechanic Assistant
- Buyer
- Campus Safety Assistant
- College/Career Specialist
- Computer Systems Technician
- Custodian
- Department Office Manager
- Duplicating Equipment Operator
- Electronics Technician
- Enrichment Program Assistant I
- Enrichment Program Assistant II

- 1 Food Service Computer Technician
- 2 Food Service Cook/Baker
- 3 Food Service Satellite Operator
- 4 Food Service Worker I
- 5 Food Service Worker II
- 6 Grounds Equipment Operator
- 7 Grounds Maintenance Worker
- 8 Health Assistant
- 9 Health Instructional Assistant
- 10 High School Office Manager
- 11 Infant Care Assistant
- 12 Information Systems Technician
- 13 Instructional Assistant
- 14 Instructional Assistant - ASRD
- 15 Instructional Assistant - Parent Education
- 16 Instructional Assistant - School Technology Center
- 17 Instructional Assistant - Weaving
- 18 Instructional Assistant - Woodworking
- 19 Instructional Technology/Assessment Technician
- 20 Irrigation Technician
- 21 Language Development Assistant
- 22 Lead Food Service Worker
- 23 Office Assistant I
- 24 Office Assistant II
- 25 Office Assistant III
- 26 Office Assistant IV

- 1 Physical Education and Athletic Services Attendant
- 2 Pool Maintenance Worker
- 3 Project Specialist
- 4 Purchasing and Storekeeping Assistant
- 5 Receptionist/Office Assistant
- 6 Registrar
- 7 Resource Technician
- 8 School Library Technician I
- 9 School Library Technician II
- 10 School Office Manager
- 11 Senior Accounting Assistant
- 12 Senior Custodian I
- 13 Senior Custodian II
- 14 Senior Grounds Maintenance Worker
- 15 Skilled Maintenance Worker-HVAC
- 16 Skilled Maintenance Worker-Carpenter
- 17 Skilled Maintenance Worker-Electrician
- 18 Skilled Maintenance Worker-General
- 19 Skilled Maintenance Worker-Painter
- 20 Skilled Maintenance Worker-Plumber
- 21 Special Education Records Technician
- 22 Student Store Assistant
- 23 Technology/Network Database Specialist
- 24 Transition Services Specialist
- 25 Warehouse Worker/Delivery Driver

1 1.2 Excluded from the Association bargaining unit are all
2 designated confidential, supervisory, and management
3 employees as follows:

4 Confidential (Government Code Section 3540.1 (c))

5 Supervisory (Government Code Section 3540.1 (m))

6 Management (Government Code Section 3540.1 (g))

7 1.2.1 In addition, Noon Duty Supervisors (by whatever name)
8 when the job description does not authorize or
9 require the performance of duties other than
10 playground supervision of students for the purpose of
11 providing certificated personnel with a duty-free
12 lunch period (reference Education Code Section
13 45256), Provisional Employees (reference Education
14 Code Section 45287), and Limited Term Employees
15 (reference Education Code Section 45286), are
16 excluded.

17 1.3 The District, the Association, or both jointly, may file
18 with the regional office of the Public Employment Relations
19 Board, a petition for a change in unit determination
20 pursuant to Section 3541.3 (e) of the Educational
21 Employment Relations Act.

22 1.4 The District agrees that if subsequent to this Agreement it
23 creates any new classifications, it shall notify the
24 Association in advance of its action, describe the
25 classification created including job title, job description
26 and salary range, and the designation of the classification

1 if included or excluded from the bargaining unit. The
2 Association may, within five (5) workdays of such
3 notification, contest any assignment by the District to
4 include or exclude such classifications and positions into
5 or from the bargaining unit.

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ARTICLE 2

NO DISCRIMINATION

2.1 Neither the District nor the Association shall discriminate against any member of the bargaining unit on the basis of race, color, creed, ethnic heritage, ancestry, religion, political persuasion, age as required by law, sex, sexual orientation, national origin, marital status, medical condition, physical or mental disability handicap, and as provided by law, membership or non-membership in an employee organization or lawful participation in the activities of an employee organization.

2.2 Application forms shall not refer to membership in or preference for employee organizations.

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ARTICLE 3

MANAGEMENT RIGHTS

3.1 All management rights and powers which the Board had prior to entering into this Agreement to direct and control the District are unqualified except as expressly and specifically limited, delegated, granted or modified by an express provision of this amendment. The Board retains the sole right to manage the District and direct the work of its employees, to determine the method, means and service provided, to determine the staffing patterns and the number and kinds of personnel required, to determine the assignment goals, objectives and performance standards, to decide on the building, location or modification of a facility, to determine the budget and methods of raising revenue, to sub-contract work or operations as is legally permitted, to maintain order and efficiency, to hire, assign, to evaluate, promote, discipline, discharge for cause, lay-off for lack of work or lack of funds and transfer employees. The foregoing rights of management are not intended to be an all-inclusive list but to indicate the type of matters which are inherent to management.

3.2 The District retains the right to make emergency changes in policies and practices set forth in this Agreement in the event of an act of God, such as earthquake, fire or flood, should befall a school or schools, or in the event that State or local funds are revoked.

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ARTICLE 4

EMPLOYEE RIGHTS

4.1 Personnel Files

4.1.1 The personnel file of each employee shall be maintained at the District's central administration office. Any files kept by any Supervisor of any employee shall not contain any material that is not in the main personnel file. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file.

4.1.2 Employees shall be provided with copies of any written material before it is placed in the employee's personnel file. The employee shall be given an opportunity to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

4.1.3 An employee shall have the right to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee.

4.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs

1 or the supervision of the employee. The District
2 shall keep a log indicating the persons who have
3 examined a personnel file as well as the date such
4 examinations were made. Such log and the employee's
5 personnel file shall be available for examination by
6 the employee. The log shall be maintained in the
7 employee's file.

8 4.1.5 Any person who places written material or drafts
9 written material for placement in an employee's file
10 shall sign the material and signify the date on which
11 such material was drafted. Any written materials
12 placed in a personnel file shall indicate the date of
13 such placement.

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ARTICLE 5

ASSOCIATION RIGHTS

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3 5.1 The District and Association recognize the right of
4 employees to form, join and participate in lawful
5 activities of employee organizations and the equal
6 alternative right of employees to refuse to form, join or
7 participate in employee organization activities, except as
8 provided in ARTICLE 17 - ORGANIZATIONAL SECURITY.

9 5.2 The Association shall have the right to post notices of
10 activities and matters of interest on designated employee
11 bulletin boards. All postings for bulletin boards or items
12 for school mailboxes must contain the date of posting or
13 distribution and the identification of the organization
14 together with an authorization by the Association
15 President. Notices shall be submitted to the
16 Superintendent prior to posting or distributing through the
17 intra-district mail. The Association may use the intra-
18 district mail system for communications with members.

19 5.3 Authorized representatives of the Association shall be
20 permitted to transact official Association business on
21 school property. All transactions shall occur at any time
22 when the bargaining unit member(s) and the Association
23 Representative(s) are not on duty.

24 5.4 The Association shall have the right to use the following
25 office equipment at such times as the use does not
26 interfere with the normal operations of the District:

1 A copy machine, a typewriter, a microcomputer, and a
2 printer at locations requested by the Association.

3 5.4.1 The Association shall have the right to use a voice
4 mailbox through the District's phone system on
5 extension 309.

6 5.5 The District directory of classified employee names and
7 work stations shall be made available to Association
8 officers as soon as possible after the beginning of each
9 school year. If an employee requests in writing that his
10 or her address and/or telephone number be considered
11 confidential, the release of such will be only in
12 accordance with the law.

13 5.6 A 1-1/2 hour block of time will be reserved for an
14 Association general meeting the week prior to the beginning
15 of classes in September. The day to be determined. The
16 District will make every effort for the start time to be no
17 later than 10:30 a.m.

18 5.7 A total maximum number of twenty (20) days shall be granted
19 to permit chapter delegates to attend the annual CSEA
20 conference. Any delegates shall notify the District
21 fourteen (14) days in advance of their intention to attend
22 the conference. This release time shall be provided by the
23 District without loss of pay.

24 5.8 Upon approval from the District Superintendent, the chapter
25 president or designee may be granted release time for

1 investigation and research. This release time shall be
2 provided by the District without loss of pay.

3 5.9 Unit members who are assigned to work at times when the
4 Association conducts meetings shall be released to attend
5 such meetings. Employees using release time pursuant to
6 this section shall compensate the District by performing
7 normal duties for a period of time equal to the amount of
8 release time used. This compensation by performing normal
9 duties shall be done the same day the release time is
10 taken. Unit members may make arrangements in advance and
11 with the agreement of their immediate supervisor to
12 compensate for release time by performing normal duties on
13 a different day so long as the employee would not thereby
14 be entitled to overtime compensation.

15 5.10 The Association may participate in new employee orientation
16 sessions.

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ARTICLE 6

DEFINITIONS

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3 6.1 "Academic year" is the period when students are normally
4 required to be in attendance and includes all recess
5 periods falling within that time span.

6 6.2 "Class" is any group of positions sufficiently similar in
7 duties, responsibilities, and authority that the same job
8 title, minimum qualifications, and salary range are
9 appropriate for all positions in a class.

10 6.3 "Class description" is the description of the duties,
11 responsibilities, minimum qualifications, and authority of
12 positions in a class.

13 6.4 "Classification" is the act of placing a position in a
14 class and shall be construed to mean that each position in
15 the classified service shall have a designated title, a
16 regular minimum number of assigned hours per day, days per
17 week, a statement of the specific duties required to be
18 performed in each such position, and the regular monthly
19 salary range for each such position.

20 6.5 "Demotion" is a change in assignment of an employee from a
21 position in one class to a position in another class that
22 is allocated to a lower maximum salary rate or an
23 assignment to an inferior status.

24 6.6 "Incumbent" is an employee assigned to a position and who
25 is currently serving in or on leave from the position.

1 6.7 "Industrial accident or illness" is an injury or illness
2 arising out of or in the course of employment with the
3 District.

4 6.8 "Permanent employee" is a regular employee who successfully
5 completes an initial probationary period, which shall not
6 exceed six (6) work months of service beyond the initial
7 date of employment by the District.

8 6.9 "Probationary employee" is a regular employee who will
9 become permanent upon completion of a six (6) month
10 prescribed probationary period.

11 6.10 "Promotion" is a change in the assignment of an employee
12 from a position in one class to a vacant position in
13 another class with a higher maximum salary rate.

14 6.11 "Reclassification" is the changing of a position to a
15 higher or lower class as a result of an increase or
16 decrease of the duties and/or responsibilities being
17 performed by the person occupying such a position.

18 6.12 "Reemployment" is the return to duty of an employee who has
19 been placed on a reemployment list.

20 6.13 "Reemployment list" is a list of names of persons who have
21 been laid off for lack of work or lack of funds or
22 exhaustion of sick leave, industrial accident or illness,
23 or other leave privileges, and who are eligible for
24 employment without examination in their former class for a
25 period of thirty-nine (39) months, said list arranged in
26 order of their right to reemployment.

1 6.14 "Salary rate" is a specific amount of money paid for a
2 specific period of service.

3 6.15 "Salary schedule" is a series of salary steps and ranges
4 which comprise the rates of pay for all classes.

5 6.16 "Salary step" is one of the salary levels within the range
6 of rates for a class.

7 6.17 "Summer School" is that period when schools are in session
8 which falls outside the academic year.

9 6.18 "Length of Service" shall mean all service from date of
10 hire in the classification in which the employee is serving
11 plus higher classes.

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ARTICLE 7

GRIEVANCE PROCEDURE

7.1 Definition

7.1.1 A grievance is a complaint that there has been a misinterpretation, misapplication or violation of this Agreement.

7.1.2 A grievant shall be defined as an employee covered by this agreement or the Association.

7.1.3 A "day" is any day in which a unit member is required to render service to the District.

7.1.4 One or more aggrieved employees can join in asserting the same grievance.

7.2 Purpose

7.2.1 Nothing herein contained shall be construed as limiting the right of any member of the bargaining unit having a grievance, to discuss the matter informally with any appropriate management staff member and having the grievance adjusted, provided the adjustment is not in conflict with the terms of this Agreement and provided the Association has first been given an opportunity to file a response. The grievant shall have the right to representation by the Association at all levels of the grievance procedure.

1 7.3 Procedure

2 Should a grievance arise, it will be processed in the
3 following manner:

4 LEVEL I - INFORMAL RESOLUTION

5 7.3.1 The grievant shall first discuss the matter in an
6 informal conference with their immediate supervisor
7 or the supervisor's designee. This informal
8 conference shall be requested within twenty (20) days
9 after the act or omission giving rise to the
10 grievance first occurred or when the grievant should
11 have reasonably known of the act or omission giving
12 rise to the grievance.

13 LEVEL II - FORMAL WRITTEN GRIEVANCE

14 7.3.2 If the matter is not resolved at the informal
15 conference, the grievant may present a grievance in
16 writing to the immediate supervisor or designee. The
17 written grievance must be presented within five (5)
18 working days of the informal conference or the matter
19 shall not be subject to the grievance procedure
20 and/or arbitration panel. The written grievance
21 shall state the circumstances on which the grievance
22 is based, the date of occurrence, the identity of the
23 employee or employees who claim to be aggrieved, the
24 specific sections and terms of this Agreement
25 allegedly violated, and the remedy sought.

26

1 7.3.3 The supervisor shall answer the written grievance in
2 writing within five (5) working days after receipt.

3 LEVEL III - APPEAL TO THE SUPERINTENDENT

4 7.3.4 In the event the aggrieved employee is not satisfied
5 with the answer given or the supervisor fails to
6 respond within the five (5) working day period, the
7 aggrieved employee may appeal to the Superintendent
8 or designee within ten (10) working days after
9 receipt of a management supervisor's decision. The
10 Superintendent or designee shall answer the appeal in
11 writing within twenty (20) working days of receipt.

12 7.3.5 The aggrieved employee(s) shall be entitled upon
13 request to representation by the Association at any
14 grievance proceedings.

15 LEVEL IV - BINDING ARBITRATION

16 7.3.6 In the event the grievant is not satisfied with the
17 disposition by the Superintendent or designee, the
18 grievant may request the Association to submit the
19 matter to arbitration within ten (10) days of the
20 receipt of the disposition by the Superintendent. The
21 Association may request arbitration within fifteen
22 (15) days of the receipt of the request by the
23 grievant. The grievance is resolved if a written
24 request for arbitration is not submitted within
25 twenty-five (25) days after the receipt of the
26 Superintendent or designee's decision.

1 7.3.6.1 Arbitration shall be limited to those
2 grievances processed in accordance with the
3 procedure of this Article. A grievance
4 concerning the interpretation or application
5 of Article 1 RECOGNITION and Article 19 NO
6 STRIKE\NO LOCKOUT is specifically excluded
7 from arbitration.

8 7.3.6.2 As soon as possible and in any event not
9 later than ten (10) working days after the
10 District receives written notice of the
11 Association's desire to arbitrate, the
12 parties shall select a mutually acceptable
13 arbitrator.

14 7.3.6.3 If the parties cannot agree on the
15 arbitrator within ten (10) days of the
16 notice from the Association of a request for
17 arbitration, the parties shall request the
18 California State Conciliation Service to
19 supply a panel of five (5) names. Each
20 party shall alternately strike a name until
21 only one name remains. The remaining name
22 shall be the arbitrator. The order of
23 striking shall be determined by lot.

24 7.3.6.4 The arbitrator shall have no power to alter,
25 amend, change, add to, or subtract from any
26 of the terms of this Agreement, but shall

1 issue a decision only on whether or not in
2 his/her opinion there has been a violation
3 of this Agreement as alleged in the
4 grievance. The decision of the arbitrator
5 shall be based solely upon the evidence and
6 arguments presented to him/her by the
7 respective parties in the presence of each
8 other.

9 7.3.6.5 The arbitrator shall have no power to issue
10 an opinion on any act or omission before or
11 after the term of this Agreement.

12 7.3.6.6 If any questions arise as to the
13 arbitrability of the grievance, such
14 questions will be decided by the arbitrator
15 hearing the merits of the grievance.

16 7.3.6.7 The decision of the arbitrator within the
17 limits herein prescribed shall be final and
18 binding on all parties.

19 7.3.6.8 If either party requests a certified court
20 reporter to record the entire hearing, the
21 party making the request shall pay any
22 expenses or fees of the reporter. However,
23 if both parties use the transcript, they
24 shall share equally in the cost of the
25 reporter and all related expenses. The

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expense of calling a witness shall be borne by the party calling the witness.

7.3.6.8.1 The party losing the arbitration shall pay the fees and expenses of the arbitrator. In case of a split decision, the arbitrator shall decide the proportionate cost to each party. Expenses other than the fees and expenses of the arbitrator, including the cost of calling witnesses, shall be borne by the party incurring them.

7.3.6.9 The arbitrator may hear only one grievance at a time unless the parties expressly agree otherwise.

7.3.6.10 The arbitrator will be requested to schedule grievance hearings at a time that will provide an opportunity for the aggrieved party and a representative to be present without loss of pay.

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ARTICLE 8

SAFETY

8.1 The District and members of the bargaining unit shall conform to and comply with all health, safety and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

8.2 The District shall make every reasonable effort to provide employment and a place of employment which is as safe as the nature of the employment and assigned duties reasonably permits.

8.3 The District authorizes the establishment of a Safety Committee composed of representative employees to meet regularly and implement an accident record system, safety education and training, and the maintenance of safe working conditions.

8.4 A member of the bargaining unit shall not be required to perform duties under conditions which pose an immediate and serious threat of serious bodily harm.

8.5 Employees are required to report unsafe working conditions to any member of the Safety Committee and/or supervisor. No employee shall be disciplined as a result of reporting an unsafe working condition.

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ARTICLE 9

HEALTH AND WELFARE INSURANCE

9.1 Medical Insurance

9.1.1 The District will offer the following health care plans effective October 1, 2008:

a. Health Net HMO - Plan 37S with a \$15 office co-pay and prescription drug co-pay of \$5 for generic, \$10 for brand, and \$35 for non-formulary.

b. Health Net Select - Plan 1A8 with a \$15 HMO Primary Care Physician office co-pay, \$20 PPO In Network office co-pay, 40% Out-of-Network office co-pay, and prescription drug co-pay of \$5 for generic, \$10 for brand, and \$35 for non-formulary.

The District will offer health care plans to all eligible employees. The District will pay the entire cost of the premium for the least expensive family medical insurance plan. Through September 30, 2010, the District's maximum contribution shall be 90% of the premium amount for any other medical plan offered. Effective October 1, 2010, the District's maximum contribution shall be the cost of the premium for the least expensive family medical insurance plan. For any plan offered where the District does not pay 100% of the premium cost, the balance of the premium payment shall be paid for by the employee through payroll deduction. An open enrollment period

1 will be held annually during the first part of
2 September to allow employees to enroll in a plan.

3 9.1.1.1 Effective March 1, 2007, the plan shall be
4 available to all unit members who work thirty
5 (30) or more regularly assigned hours per week,
6 and who subscribe to the plan. No benefits will
7 be available to members who do not subscribe to
8 the plan.

9 9.1.1.2 Unit members whose regular work assignment is
10 less than full-time, but 75 percent time or
11 more, shall receive a proration of premium
12 payment for the insurance plan selected based on
13 the proration their work assignment bears to
14 full-time.

15 9.1.1.3 Unit members receiving benefits prior to March
16 1, 2007, shall continue to be eligible and
17 receive a proration of premium payment for the
18 insurance plan selected based on the proration
19 their work assignment bears to full-time.

20 9.1.2 The parties agree that the benefits available under each
21 of the District approved plans may be submitted to bid to
22 determine if the same benefits under each medical plan
23 can be obtained at a lower premium from a reputable
24 insurance company.

25 9.1.3 Definitions:

1 9.1.4.2 To the extent permitted by law, an eligible
2 employee of the District may complete and submit
3 a salary reduction agreement to contribute such
4 monies to an individual TSA.

5 9.2 Dental Insurance

6 9.2.1 The maximum amount contributed by the District for the
7 district- approved dental insurance shall be 100% of the
8 total premium.

9 9.2.2 The parties agree that the benefits available under the
10 District-approved plan may be submitted to bid to
11 determine if the same benefits can be obtained at a lower
12 premium from a reputable insurance company or by way of
13 self-insurance.

14 9.2.2.1 Delta Dental

15 9.2.3 The plan shall be available to all members who work 75
16 percent time or more. The plan shall also include
17 certain dependents of eligible members.

18 9.2.4 The District shall approve the dental insurance plan.

19 9.2.5 Definitions:

20 9.2.5.1 "Eligible members" means regularly employed
21 personnel who are on a paid status and
22 providing services to the District.

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1 9.2.5.2 "Dependents" as used in this policy includes
2 member's lawful spouse, unmarried child
3 (including step-child, foster or adopted child)
4 under 21 years of age or any unmarried child 21
5 years or over who is a registered student in
6 regular full-time attendance at a university or
7 similar institution of learning, or who is
8 incapable of self-sustaining employment by
9 reason of mental retardation or physical
10 handicap and who was insured under the policy
11 prior to his/her 21st birthday. Exclusions: a
12 child not wholly dependent on the member for
13 support and maintenance, or for whom the member
14 is not entitled to an exemption for income tax
15 purposes; a person who is not a resident within
16 the United States or Canada; any person who is
17 insured under the policy as a member.

18 9.2.5.3 "75 percent time" means 75 percent of the
19 amount which a full-time member works in the
20 same assignment.

21 9.3 Vision Care

22 9.3.1 The District will offer the VSP Vision Plan, Plan B,
23 three rate basis, with a \$10.00 deductible.

24 9.3.2 The District will pay 100% of the applicable premium for
25 an employee without dependent coverage. The balance of

1 the premium for any additional coverage for dependents
2 shall be paid by the employee through payroll deductions.

3 9.3.3 The plan shall be available to all members who work 75%
4 time or more.

5 9.4 Life Insurance

6 9.4.1 The District will offer and pay the premium for a \$35,000
7 Level Term Life Insurance Policy for bargaining unit
8 members who are regularly employed for 37.50% time or
9 more.

10 9.5 IRC Section 125 Plan

11 9.5.1 All health and welfare insurance plans and the cash
12 option are under an IRC Section 125 plan. The Section
13 125 plan is for health and welfare premium payments and
14 other eligible payments for dependent care and medical
15 reimbursements. Examples of health and welfare premium
16 payments include: medical, dental, life, vision and
17 income protection insurance plans. Any administrative
18 costs shall be borne by the employees participating in
19 the plan.

20 9.6 Partial Payment of Medical Insurance for all Eligible Employees

21 9.6.1 If an employee chooses to retire early, the District will
22 continue to pay a percentage amount of the premium for
23 the group hospital and medical component of its health
24 and welfare benefit program for the employee and the
25 family until the employee becomes eligible for Medicare,
26 secures employment elsewhere where insurance is paid,

1 becomes 65, or upon death of the employee, whichever
2 occurs first. At that time, the District contribution to
3 the hospital and medical component will cease. If the
4 District sponsors more than one group hospital and
5 medical component plan, the plan under which the employee
6 wishes coverage may be chosen. The percentage of
7 District payment shall be 100% of the amount being paid
8 at time of retirement, or 100% of the new premium,
9 whichever is the lessor.

10 9.6.1.1 A retiree, at his/her option, may use benefit
11 monies for which he/she is eligible under this
12 subsection, to secure coverage in the health
13 care plan of his/her choice. At the retiree's
14 option, the District shall either pay the
15 appropriate amount to the health care provider
16 or reimburse a retiree directly for the period
17 of time specified in Section 9.6.1 above.
18 Retirees may be required by the District to
19 provide a statement of coverage by the
20 applicable health care provider.

21 9.6.2 To qualify for this early retirement incentive plan, the
22 following criteria must be met. The employee:

23 9.6.2.1 must have retired from the Charter Oak Unified
24 School District and be a participant of the
25 Public Employee's Retirement System.

1 9.6.2.2 must have been enrolled in the District group
2 health and medical plan for the year prior to
3 retirement.

4 9.6.2.3 must have reached the age of fifty-five (55).

5 9.6.3 In addition to the above requirements, members must have
6 been employed as regular employees of the District for
7 ten (10) or more years. Members hired after July 1, 2004,
8 must have been employed as regular employees of the
9 District for twenty (20) or more years to qualify for the
10 District payment of 100% of the medical insurance
11 premium.

12 9.6.4 The premium that the District will pay is based upon a
13 full-time assignment. Employees working on less than a
14 full-time assignment will receive the appropriate
15 prorated percent of the premium paid by the District.
16 The premium paid by the District at the time of
17 retirement shall remain constant or equal 100% of the
18 premium, whichever is the lesser, thereafter until the
19 employee is eligible for Medicare, secures employment
20 elsewhere where insurance is paid, or becomes sixty-five
21 (65), whichever occurs first.

22 9.7 Eligibility

23 A new employee shall become eligible for benefits on the first
24 day of the first month following the month during which he/she
25 is hired if the employee first renders service between the first
26 and the fifteenth of the month. A new employee shall become

1 eligible for benefits on the first day of the second month
2 following the month during which he/she is hired if the employee
3 first renders service between the sixteenth of the month and the
4 last day of the month.

5 Employees hired during the months of July or August shall become
6 eligible for benefits effective on October 1. Subject to
7 insurance carrier requirements, a unit member may elect medical
8 insurance coverage effective the first of the month following
9 employment. Any costs for such insurance coverage shall be at
10 the expense of the unit member.

11 9.8 Legal Insurance

12 The Hyatt Legal Plan will be available for voluntary
13 participation.

14 9.9 California School Employees Association, and its Charter Oak
15 Chapter No. 309 and the Charter Oak Unified School District will
16 provide eligible part-time employees the option to participate
17 in the health and welfare plans listed below as long as coverage
18 is offered from SRC/Aetna or another health care provider:

- 19 1. Basic Net 2000
- 20 2. Net Advantage
- 21 3. Hospital Indemnity, Standard
- 22 4. Hospital Indemnity, Optional
- 23 5. Dental
- 24 6. Vision
- 25 7. Life and Accidental Death

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ARTICLE 10

VACATIONS

10.1 Each permanent classified employee shall be entitled to vacation pay in accord with the following (part-time employees receive a prorated vacation allowance in accordance with their assignments):

10.1.1 Vacation time shall be accrued for each month served from July 1 to June 30 of each year in accordance with the table below. A month of service is defined as fifteen or more calendar days of paid status in any one calendar month.

10.1.2	<u>Years of Employment</u>	<u>Vacation Earnings per Month</u>
	1 - 5	1 day
	6 - 10	1.25 days
	11 - 15	1.5. days
	16 - 19	1.6 days
	20 - 24	1.75 days
	25 and above	2 days

10.1.3 Notwithstanding the table above, all bargaining unit members employed for an academic year shall be entitled to vacation pay to cover the non-holidays during winter and spring recess periods subject to the following:

- a. The bargaining unit member has been in paid status for the entire academic year.

1 b. The bargaining unit member allocates all
2 vacation time to the winter and spring recess
3 periods.

4 c. The bargaining unit member does not utilize
5 vacation time to cover any other absences.

6 10.2 Yearly vacation benefits will be credited at the time of
7 employment and the employee may use vacation days during
8 the six-month probationary period. However, if an employee
9 terminates his/her employment before the end of the school
10 year and has taken more vacation than he/she has earned, a
11 salary adjustment will be made in the last warrant.

12 10.3 Scheduling of vacations shall be by mutual consent between
13 the employee and his/her supervisor and based on
14 departmental and District needs. Use of vacation leave
15 shall not be permitted during the summer session for
16 bargaining unit members not working in their regular
17 classification.

18 10.4 School session, ten (10), ten and a half (10 ½) and eleven
19 (11) month employees shall take their vacations during the
20 winter holidays and during spring vacation when students
21 are not in attendance. If the employee has any remaining
22 vacation time, it shall be taken before the end of June.
23 Except under exceptional circumstances, to be determined by
24 the Assistant Superintendent, Business Services, an
25 employee with any remaining vacation time is to take the
26 vacation before the end of June.

1 10.5 School session, ten (10), and ten and a half (10 ½) month
2 employees shall utilize for the Wednesday prior to
3 Thanksgiving an accrued vacation day as defined in this
4 article, provided they have enough vacation accrued to
5 cover the non-holidays during winter and spring recess
6 periods; otherwise, an unpaid non-work day shall be used.
7 With approval of the employee's supervisor, eleven (11) and
8 twelve (12) month employees shall work, utilize an accrued
9 vacation day, or utilize accrued compensatory time.

10 10.6 Upon leaving the service of the District, employees shall
11 receive pay for vacation earned but unused.

12 10.7 Except under exceptional circumstances, to be determined by the
13 Assistant Superintendent-Business Services, employees shall be
14 permitted to take vacation in the year in which it accrues. If
15 for any reason an employee does not take all or any part of
16 his/her annual vacation in the fiscal year in which it accrued,
17 he/she shall be permitted to carry over such unused vacation to
18 December 31st of the following fiscal year. If for any reason
19 the employee is not permitted to use all or any part of his/her
20 annual vacation in the fiscal year in which it accrues, the
21 amount not taken shall be at the option of the employee carried
22 over for use by December 31st of the following fiscal year or
23 paid by warrant. If for any reason the employee is not
24 permitted to use all or any part of the vacation carried over
25 by December 31 of the fiscal year after the vacation was
26 accrued, the amount not taken shall be paid by warrant.

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ARTICLE 11

HOLIDAYS

11.1 A member of the bargaining unit is entitled to fourteen (14) paid holidays for the 2008-2009, 2009-2010, and 2010-2011 school years. The paid holidays are as follows:

July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday after Thanksgiving	Local Recess
Christmas Eve	Local Recess
December 25	Christmas Holiday
December 31	in lieu of Admission Day
January 1	New Year's Holiday
Third Monday in January	Martin Luther King, Jr. Day
Second Monday in February	Lincoln Day
Third Monday in February	Washington Day
Friday of Spring Break	Spring Holiday
Fourth Monday in May	Memorial Day

11.1.1 When any of the above holidays fall on Sunday, the following Monday shall be a holiday; when any of the above holidays fall on Saturday, the preceding Friday shall be considered a holiday.

1 11.1.2 Notwithstanding Article 11.2, any unit member
2 assigned to a location not subject to the control of
3 the Board, shall have his or her work year/holiday
4 calendar adjusted to meet the work year/holiday
5 schedule at that location. In no event shall any
6 such employee work fewer days or have fewer holidays
7 than provided in this contract.

8 11.2 Any full-time (8 hour) employee required to work on a
9 Board-approved paid holiday shall be paid time and one-half
10 for hours actually worked in addition to regular pay for
11 the holiday. An employee working less than full time shall
12 be paid at the regular hourly rate up to 8 hours on the
13 holiday, 40 hours in that week and paid at time and one-
14 half for any time worked in excess of a full-time
15 assignment.

16 11.3 On occasions specified in the Education Code, which may
17 require students to be dismissed from school attendance,
18 classified employees are expected to work as usual.

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ARTICLE 12

LEAVES OF ABSENCE

12.1 Sick Leave

12.1.1 All regularly employed, full-time members of the classified staff shall receive one (1) day sick leave per month for absence because of illness or injury.

12.1.2 Sick leave not used during any one school year shall be carried forward to the succeeding school year in the form of accumulated sick leave. The amount of sick leave that may be accumulated to the credit of an employee shall be unlimited.

12.1.3 An employee of the District may apply accumulated unused sick leave to provisions specified under Personal Necessity Leave (Paragraph 12.8). The use of accumulated unused sick leave for this purpose is limited to seven days in any one year (Education Code Section 45207).

12.1.4 The employee applying accumulated unused sick leave under this provision must specify this in writing on the Report Form for an Employee's Absence and submit it to the appropriate principal or department head.

12.1.5 Bargaining unit members employed for the Summer School session who, after using one (1) sick leave day, shall be required to provide a physician's verification for any additional absences.

1 12.2 Attendance Incentive Bonus (Sick Leave)

2 12.2.1 Part-time bargaining unit members who are not in the
3 Public Employee Retirement System (PERS) and have
4 used no more than three (3) days of sick and family
5 leaves during any school year are eligible to
6 receive an attendance incentive bonus for that
7 school year.

8		At least 3 hours,	
9		<u>Less than 3 hours</u>	<u>Less than 4 hours</u>
10	0 absences =	\$70	\$100
11	1 day of absence =	55	85
12	2 days of absence =	40	70
13	3 days of absence =	25	55

14 12.2.2 The sick leave bonus shall be payable on or before
15 December 31 of the next fiscal year.

16 12.2.3 In order to be eligible for the incentive bonus, an
17 individual must be a current District employee at
18 the time the payment is processed and meet other
19 eligibility requirements as set forth in this
20 section. No bonus payments shall be made to unit
21 members serving less than a full work year for that
22 position.

23 12.3 Bereavement

24 12.3.1 An employee shall be granted bereavement leave in
25 the event of a death in the immediate family. The
26 bereavement leave shall not exceed three (3) days,

1 or five (5) days if out-of-state travel is required
2 or travel exceeds three hundred (300) miles "or
3 more" one way, on account of the death of a member
4 of the immediate family.

5 12.3.2 Immediate family as used in this policy shall
6 include mother, father, grandmother, grandfather or
7 grandchild of the employee or spouse of the
8 employee, spouse, son, son-in-law, daughter,
9 daughter-in-law, brother, brother-in-law, sister,
10 or sister-in-law of the employee, or any relative
11 living in the immediate household of the employee.
12 This provision shall also apply in the case of a
13 person for whom the employee is the court appointed
14 legal guardian.

15 12.3.3 An employee who utilized bereavement leave must
16 indicate this on the Report Form for an Employee
17 Absence and submit it to the appropriate principal
18 or department head.

19 12.3.4 An employee of the District may apply accumulated
20 unused sick leave, in the event additional days are
21 necessary in connection with an absence for
22 bereavement. The use of unused sick leave is
23 limited to seven (7) days in any one year and must
24 be specified in writing on the Report Form for an
25 Employee Absence.

26 12.4 Absence Because of Subpoena

1 12.4.1 The Board may grant leaves of absence for a member
2 of the bargaining unit to appear as a witness in
3 court other than as a litigant and for reasons not
4 brought about through convenience or misconduct of
5 the member. The pay for subpoena leave shall be the
6 regular rate of pay for the employee minus any
7 payment received from the court. An employee
8 requesting pay for subpoena leave shall file a copy
9 of the subpoena in the District Office. It shall be
10 expected that an employee return to work in cases
11 not requiring absence for the entire day. In the
12 event the case continues for more than one day, a
13 certificate of the clerk of the Court shall be filed
14 that the presence of the person at the court is
15 required.

16 12.5 Jury Duty

17 12.5.1 Leaves of absence may be granted employees of a
18 public school district to serve on jury duty. The
19 leave need be for only that period of time which the
20 jury duty conflicts with the employee's regular
21 hours of work. It shall be expected, therefore,
22 that an employee return to work in cases not
23 requiring absence for the entire period of the day
24 normally worked by an employee.

25 12.5.1.1 Any employee whose work day commences at
26 12:00 p.m. or later, and who serves on

1 jury duty for at least four (4) hours
2 prior to the commencement of his/her work
3 day shall not be required to report to
4 work that day and shall not suffer any
5 loss in compensation or benefits for the
6 day. Employees who serve less than four
7 (4) hours of jury duty pursuant to this
8 section shall work a number of hours that
9 day which, when added to the hours served
10 on jury duty, shall equal the number of
11 normally assigned hours for that day.

12 12.5.2 When serving on jury duty, an employee of the
13 District shall receive pay in the amount equal to
14 their regular monthly salary and the District shall
15 be reimbursed in the amount of the daily rate the
16 employee has been paid for those days served on jury
17 duty.

18 12.5.3 Upon receipt of a jury duty summons a unit member
19 who is otherwise scheduled to perform service for
20 the District, shall notify his/her supervisor as
21 soon as reasonably possible after such receipt.
22 Where the issuing court allows flexibility in the
23 time and manner of service for jury duty, the member
24 and supervisor shall attempt to reach a mutual
25 agreement regarding the scheduling of such service.
26 If no mutual agreement is reached, the member shall

1 schedule their jury service consistent with the
2 terms of this agreement.

3 12.6 Industrial Accident or Illness Leave

4 12.6.1 Upon attaining permanency with the District,
5 employees who are absent because of an industrial
6 accident or illness, shall, for any one accident, be
7 allowed up to 60 days absence without loss of pay
8 and without loss of current or accumulated sick
9 leave. During the period of allowed absence, with
10 pay for any reason, the employee shall endorse to
11 the District, wage loss benefit checks received
12 under the Workers' Compensation laws of the state.

13 12.6.2 Employees receiving benefits as a result of this
14 rule shall, during the period of injury or illness,
15 remain within the State of California.

16 12.6.3 When all available leaves of absence, paid and
17 unpaid, have been exhausted, and if the employee is
18 not medically able to assume the duties of his/her
19 classification, he/she shall be placed on a
20 reemployment list for a period of 39 months. When
21 available, during the 39-month period, he/she shall
22 be employed in a vacant position in the
23 classification of his/her previous assignment over
24 all other available candidates except for a
25 reemployment list established because of lack of
26 work or funds, in which case he/she shall be listed

1 in accordance with appropriate seniority
2 regulations.

3 12.7 Absence for Family Illness

4 12.7.1 An employee may be granted leave for illness which
5 occurs among certain members of the immediate
6 family. Persons included within the family illness
7 benefit are mother, mother-in-law, father, or
8 father-in law of the employee, spouse, son, son-in-
9 law, daughter, daughter-in-law, brother, brother-in-
10 law, sister, or sister-in-law of the employee, or
11 any relative living in the immediate household of
12 the employee.

13 12.7.2 Absence for Family Illness may be granted an
14 employee in hourly increments up to a maximum of
15 three (3) days per year. The total of three (3)
16 days per year for Family Illness shall not be
17 accumulative.

18 12.7.3 The following shall be considered as qualifying
19 within the limits of this policy:

20 12.7.3.1 An illness of an employee's immediate
21 family, as defined in the initial paragraph
22 of this particular leave benefit, under
23 which circumstances the employee cannot
24 reasonably be expected to disregard and
25 requires the attention of the employee
26 during the assigned hours of service.

1 12.7.4 The employee who utilized Family Illness Leave under
2 this provision must indicate this on the Report Form
3 for an Employee Absence and submit it to the
4 appropriate principal or department head.

5 12.8 Personal Necessity Leave

6 12.8.1 A member of the bargaining unit may, each school
7 year, utilize a maximum of seven (7) days
8 accumulated sick leave, for the specific purposes
9 described below. The Personal Necessity Leave
10 granted under this provision shall be in addition to
11 all other leaves to which an employee is entitled.

12 12.8.1.1 Death or a serious illness of a member of
13 an employee's immediate family. As used in
14 this section, immediate family means
15 mother, mother-in-law, stepmother, father,
16 father-in-law, stepfather, brother,
17 brother-in-law, stepbrother, half-brother,
18 sister, sister-in-law, stepsister, half-
19 sister, son, son-in-law, stepson, daughter,
20 daughter-in-law, stepdaughter, aunt, uncle,
21 niece, nephew, grandmother or grandfather
22 of the unit member or the unit member's
23 spouse, any relative living in the
24 immediate household of the employee, or a
25 person for whom the employee is the court
26 appointed legal guardian.

1 12.8.1.2 Accident involving an employee's person or
2 the person of any member of the employee's
3 immediate family. Such accident must be
4 serious in nature, involve circumstances
5 the employee cannot reasonably be expected
6 to disregard, and require the attention of
7 the employee during the assigned hours of
8 service. Immediate family as used in this
9 section means mother, mother-in-law,
10 stepmother, father, father-in-law,
11 stepfather, brother, brother-in-law,
12 stepbrother, half-brother, sister, sister-
13 in-law, stepsister, half-sister, son, son-
14 in-law, stepson, daughter, daughter-in-law,
15 stepdaughter, aunt, uncle, niece, nephew,
16 grandmother or grandfather of the unit
17 member or the unit member's spouse, any
18 relative living in the immediate household
19 of the employee, or a person for whom the
20 employee is the court appointed legal
21 guardian.

22 12.8.1.3 Appearance in Court or before an
23 administrative tribunal as a litigant,
24 party, or witness under subpoena or any
25 order made with jurisdiction. The employee
26 must return to work in cases where it is

1 not necessary for him/her to be absent for
2 the entire day. Each date of necessary
3 attendance under such an order, other than
4 the date specified in the subpoena, shall
5 be certified to by the clerk or other
6 authorized officer of a court or other
7 official of a body with jurisdiction. In
8 any case in which a witness fee is payable,
9 such a fee shall be collected by the
10 employee and remitted to the school
11 district.

12 12.8.1.4 Emergency. A person may be permitted to
13 utilize Personal Necessity Leave for
14 absence due to an emergency, the occurrence
15 of which is outside the control of the
16 employee. An emergency would be imminent
17 danger to the home of an employee,
18 occasioned by factors such as flood, or
19 fire, serious in nature, which, under the
20 circumstances the employee cannot
21 reasonably be expected to disregard and
22 which requires the attention of the
23 employee during assigned hours of service.

24 12.8.1.5 Three (3) of the seven (7) days of unused
25 sick leave available each year, under

1 provisions of the Personal Necessity Leave,
2 may be used for each of the following:

3 12.8.1.5.1 Parenthood - Personal presence
4 of the member of the bargaining
5 unit at the time of the birth or
6 the adoption of a child, and/or
7 on the day the member's wife
8 leaves the hospital due to the
9 birth of a child.

10 12.8.1.5.2 Funeral Attendance. Actual
11 attendance at the funeral of a
12 distant relative, friend,
13 neighbor, or fellow employee.

14 12.8.1.5.3 Transportation Difficulties.
15 Unforeseen mechanical breakdown
16 or storm conditions that prevent
17 the individual from traveling to
18 work.

19 12.8.1.5.4 Child or Dependent Care.
20 Unforeseen emergency need on the
21 part of the employee to attend
22 to the care of: his or her minor
23 child; or mother, father,
24 mother-in-law or father-in-law,
25 who is unable to care for
26 himself/herself and is totally

1 dependent upon the employee for
2 care.

3 12.8.1.5.5 Compelling Circumstances.

4 Circumstances that require the
5 attention of the unit member
6 during assigned working hours
7 and cannot reasonably be
8 disregarded. The leave is not
9 to be used for personal
10 convenience such as business,
11 other activities that can be
12 conducted at times other than
13 assigned hours, vacation or
14 recreation. The nature of such
15 situation or circumstance must
16 not involve payment for the unit
17 member's services or involve a
18 profit motive.

19 12.8.1.6 It should be understood, however, that an
20 absence would not qualify under this
21 provision if the reason for such absence was
22 to participate collectively or individually
23 in concerted employee activities such as a
24 strike, work-stoppage, other organized or
25 unorganized withholding of service from the
26 Charter Oak Unified School District, or any

1 other employee organization (as defined in
2 Government Code Section 3540.1) business or
3 activity.

4 12.8.2 Personal Necessity Leave and personal necessity pay
5 are subject to the following limits and conditions:

6 12.8.2.1 The total number of days allowed in one
7 school year for such leave or leaves shall
8 not exceed seven (7) days.

9 12.8.2.2 The days allowed shall be deducted from
10 and may not exceed the number of full pay
11 days or illness or injury leave to which
12 the employee is entitled.

13 12.8.2.3 The personal emergency leave shall not be
14 granted during a scheduled vacation or a
15 leave of absence.

16 12.8.2.4 The leave may be used in hourly
17 increments.

18 12.8.2.5 An employee utilizing Personal Necessity
19 Leave under these provisions must indicate
20 on the Report Form for an Employee Absence
21 that the absence was due to a circumstance
22 designated as a personal necessity, within
23 the meaning of this section. The form
24 must then be submitted to the appropriate
25 principal or department head to determine
26 that a basis for Personal Necessity Leave,

1 within the limits of this regulation, did
2 exist. If the reason is of a highly
3 personal nature, the member may discuss
4 the reason in confidence with the
5 immediate supervisor, who may authorize
6 utilization of this section for the
7 absence and it need not be stated on a
8 form. The member shall also have the
9 option, in the case of a matter that is
10 highly personal and/or confidential, to
11 obtain approval of the leave from the
12 Director of Classified Personnel or
13 Assistant Superintendent, Human Resources.

14 12.9 Military Service

15 12.9.1 The Board may grant a leave of absence on a year-to-
16 year basis to all permanent classified employees for
17 the duration of military service, subject only to
18 presentation of satisfactory evidence of physical
19 and mental fitness on return from military service.

20 12.9.2 Employees rendering military service shall be
21 credited on the salary schedule with the time spent
22 in service so that the salary to which an employee
23 returns to the service of the District will be the
24 same as the employee would have been receiving had
25 he/she rendered continuous satisfactory service in
26 the District.

1 12.10 Pregnancy Leave

2 12.10.1 Upon written request, pregnancy leave of absence
3 shall be granted a classified employee who is
4 required to absent herself from duties because of
5 disability caused or contributed to by pregnancy,
6 miscarriage, childbirth or recovery therefrom. Such
7 leave of absence shall be subject to the following
8 provisions:

9 12.10.1.1 Pregnancy leave of absence shall be
10 chargeable to the employee's sick leave
11 account.

12 12.10.1.2 An employee is expected to continue the
13 performance of her duties until her
14 physician certifies that she is physically
15 incapable of doing so.

16 12.10.1.3 If an employee wishes to cease performing
17 her duties at an earlier date, she may
18 request a personal leave without
19 compensation to be effective immediately
20 and continue until commencement of the
21 pregnancy leave.

22 12.10.1.4 An employee requesting pregnancy leave
23 shall specify in writing the date on which
24 she plans to begin the leave and the date
25 on which she plans to return to
26 employment.

1 12.10.1.5 An employee who has been on a pregnancy
2 leave and desires to return to employment
3 on a specified date shall provide a
4 written statement from her attending
5 physician stating that she is physically
6 capable of resuming the performance of her
7 duties on the specified date.

8 12.11 Military Reserve Training

9 12.11.1 After reviewing a copy of official military orders
10 and determining that the reserve duty cannot
11 feasibly be scheduled at another time, a regular
12 employee of the classified service who is a member
13 of the reserve corps of the armed forces of the
14 United States, National Guard or Naval Militia,
15 shall be entitled to a temporary military leave of
16 absence to participate in duty ordered for the
17 purpose of training, drill, encampment, cruises, or
18 other special exercises, provided the duty does not
19 exceed 180 calendar days.

20 12.11.1.1 "In accordance with the Military and
21 Veterans Code, any public employee who is
22 on temporary military leave and who has
23 been in the service of the public agency
24 from which the leave is taken for a period
25 of not less than one year, shall be
26 entitled to receive his/her salary

1 compensation as such public employee for
2 the first 30 calendar days of any such
3 leave. Pay for such purposes shall not
4 exceed 30 days in any one fiscal year."

5 12.12 Assignments During Summer Session

6 12.12.1 Bargaining unit members providing service during
7 summer session shall earn sick, holidays and
8 vacation leave benefits on a pro-rata basis, which
9 are applicable to the classification during the
10 regular academic year.

11 12.13 Supplemental Catastrophic Leave

12 12.13.1 Definitions

13 A Supplemental Catastrophic Leave Bank (SCLB) shall
14 be created for unit members to donate sick leave
15 for the use of unit members who have suffered a
16 catastrophic illness or injury. All use of SCLB
17 days must receive prior approval from the Assistant
18 Superintendent, Human Resources.

19 12.13.1.1 Catastrophic Illness or Injury is
20 defined as any illness or injury that is
21 expected to incapacitate a unit member
22 for a period of twenty (20) or more
23 consecutive working days.

24 12.13.1.2 Eligible Unit Members is defined as any
25 permanent unit member who has donated to
26 the SCLB in the current fiscal year or

1 the fiscal year previous to the year in
2 which a request is being made and has met
3 all the eligibility requirements as stated
4 in Section 12.13 of Article 12.

5 12.13.1.3 The Assistant Superintendent, Human
6 Resources shall maintain the
7 confidentiality of unit members requesting
8 SCLB time and any records presented.

9 12.13.1.4 All decisions by the Assistant
10 Superintendent, Human Resources shall be
11 non-discriminatory.

12 12.13.2 Minimum eligibility to request SCLB time

13 All eligible unit members must meet the following
14 eligibility standards to apply:

15 12.13.2.1 The eligible unit members must have
16 exhausted all fully paid leaves prior to
17 receiving SCLB time.

18 12.13.2.2 SCLB time may only be used for a unit
19 member's own catastrophic illness or
20 injury.

21 12.13.2.3 SCLB time may not be used for Personal
22 Necessity, Normal Pregnancy, Cosmetic
23 Surgery, Mental Stress or those procedures
24 not deemed medically necessary.

25 12.13.2.4 Any unit member requesting SCLB time
26 must have a medical doctor's verification

1 of the unit member's catastrophic illness
2 or injury.

3 12.13.3 Use of SCLB Time

4 12.13.3.1 SCLB time shall not exceed a period of
5 five (5) calendar months including the unit
6 member's other compensated leaves.

7 12.13.3.2 Any authorized, but unused, SCLB time
8 shall be returned to the SCLB.

9 12.13.4 Application for SCLB Time

10 The following procedures shall be used to apply for SCLB time:

11 12.13.4.1 The unit member obtains a SCLB request form
12 from the Human Resources Department at the
13 District Service Center, and returns the
14 completed form to Human Resources.

15 12.13.4.2 The Assistant Superintendent, Human
16 Resources shall complete its review and
17 communicate its decision to the unit member
18 no later than 15 working days from receipt
19 of the SCLB Request Form.

20 12.13.4.3 If the SCLB does not have sufficient
21 credits to meet a withdrawal request, the
22 District is under no obligation to pay the
23 requester any funds whatsoever.

24 12.13.5 Donation to the SCLB

25 All unit members who meet the criteria in this Article
26 shall have the opportunity to donate time to the SCLB.

1 Although donation to the SCLB is a requirement for
2 participation in the SCLB, see below, participation in
3 this program is strictly voluntary, and no unit member
4 is obligated or required to participate. All donations
5 to the SCLB shall be made as follows:

6 12.13.5.1 Each school year there shall be a window
7 period from December 1 through December 31
8 in which unit members may donate sick leave
9 days to the SLCB. Supplemental window
10 periods may be created based upon SCLB need
11 by written agreement between the District
12 and the Association.

13 12.13.5.1.1 The first supplemental window
14 period shall be the first
15 sixty (60) days from the date
16 this agreement is approved by
17 the District's Governing
18 Board.

19 12.13.5.2 In order to donate sick leave days, a unit
20 member must pick up a SCLB donation form
21 from Human Resources. All donations of sick
22 leave to the SCLB must be requested and
23 signed on the District's SCLB donation
24 form.

25 12.13.5.3 All donations of sick leave days shall be
26 credited to the SCLB as a number of hours

1 equal to the number of hours the unit
2 member would be credited for a sick leave
3 day for each day donated. (For example, if
4 a four (4) hour employee donates one (1)
5 day to the SCLB, the SCLB would be credited
6 with four (4) hours; however, if an eight
7 (8) hour employee donates one (1) day to
8 the SCLB, the SCLB would be credited with
9 eight (8) hours.

10 12.13.5.4 In order to donate, a unit member must have
11 a minimum of fifteen (15) days remaining
12 after donating to the SCLB. (e.g., if a
13 unit member had sixteen (16) days of sick
14 leave, the unit member would only be able
15 to donate one (1) day to the SCLB because a
16 donation of two (2) days would reduce the
17 unit member's sick leave below the minimum
18 of fifteen (15) days).

19 12.13.5.5 A unit member must donate a minimum of one
20 (1) sick leave day in either the current
21 fiscal year or the fiscal year previous to
22 the year in which the unit member is
23 requesting SCLB time.

24 12.13.5.6 A unit member may donate a maximum of three
25 (3) sick leave days per year.

1 12.13.5.7 Unit members may only donate sick leave to
2 the SCLB. No other leaves (e.g., vacation)
3 are allowed to be donated to the SCLB.

4 12.13.5.8 All donations to the SCLB are final and will
5 not be returned to the unit member.

6 12.13.6 Termination of SCLB

7 12.13.6.1 The SCLB may be terminated and removed at any
8 time by mutual written agreement between the
9 District and the Association.

10 12.13.6.2 Upon termination of the SCLB program, the
11 SCLB will remain in place until the SCLB has
12 distributed all remaining hours in the SCLB
13 with the exception that no additional time
14 will be allowed to be donated to the SCLB.

15 12.13.7 Hold Harmless

16 As a condition to this Article, the Association and
17 District agree that any unit member requesting time
18 from the SCLB shall sign a District provided Hold
19 Harmless Agreement holding the District and Association
20 harmless from any and all actions, claims, and
21 liabilities that may result from the application of
22 this Article.

23 12.13.8 Miscellaneous Provisions

24 12.13.8.1 Any unit member who falsifies information
25 shall be subject to immediate disciplinary
26 action.

1 12.13.8.2 Upon reaching a balance of six thousand
2 (6,000) hours in the SCLB, the Association
3 and the District shall meet to discuss the
4 potential effects the 6,000 hours in the
5 SCLB and the need, if any, to place a
6 maximum cap upon the number of hours in the
7 SCLB.

8 12.14 Unpaid Leave of Absence

9 12.14.1 A permanent bargaining unit member may request in
10 writing a leave of absence without pay. The leave may
11 be granted at the discretion of the Assistant
12 Superintendent, Human Resources. Leaves shall not be
13 denied for arbitrary or capricious reasons.

14 12.14.2 The leave shall not exceed thirty (30) calendar days.

15 12.15 Family Medical Care Leave

16 12.15.1 The District shall integrate the Family Medical Leave
17 Act (FMLA) and the California Family Rights Act (CFRA)
18 with all paid leaves taken, for the following reasons:
19 (1) birth of the employee's child and to care for the
20 child; (2) placement of a child with the employee for
21 foster care or adoption; (3) care for the employee's
22 child, parent, or spouse with a serious health
23 condition; or (4) because of the employee's own
24 serious health condition that makes the employee
25 unable to perform the functions of his/her position.

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ARTICLE 13

PAY AND ALLOWANCES

13.1 Regular Rate of Pay

13.1.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A which is attached hereto and by reference incorporated as a part of this Agreement.

13.1.2 Unit members required or requested to attend staff development or in-service training related to their assignment at times other than their regular work schedule shall be paid at an hourly rate of Range 15.5 (Instructional Assistant) at Column C starting September 5, 2006.

13.2 Paychecks

13.2.1 The paycheck for regular monthly employees on the 10th of the month represents the balance of earnings for the previous month and shall be itemized to include all deductions, overtime and additional benefits. The one paycheck each month for hourly employees shall be itemized to include all deductions, overtime and additional benefits.

13.3 Frequency - Monthly

13.3.1 All monthly employees in the bargaining unit shall be paid an earned Salary Advance on the 25th of the month. The balance of their earnings shall be paid

1 on the 10th of the following month. If the 25th or
2 10th falls on a Saturday or Sunday, the warrant
3 shall be issued on the preceding workday.

4 13.3.2 All hourly employees in the bargaining unit shall be
5 paid on the 10th day of each month.

6 13.3.3 The above dates are set by the Division of School
7 Financial Services, Office of the Los Angeles County
8 Superintendent of Schools, and therefore are subject
9 to change upon notification by that office.

10 13.3.4 During the summer when the District is on a
11 compressed work schedule of four (4) days (Monday -
12 Thursday), the salary warrant shall be issued on the
13 next workday for any payday which falls on a Friday.

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ARTICLE 14

EMPLOYEE EXPENSES AND MATERIALS

14.1 Uniforms

14.1.1 The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, emblems, and cards required by the District to be worn.

14.1.2 In accordance with Section 14.1.1, the District shall have the discretion to pay each employee an allowance for the cleaning and maintenance of uniforms, equipment, and/or emblems required by the District to be worn.

14.2 Apparel

14.2.1 To avoid an unsafe working environment and possible on the job injuries, appropriate apparel and footwear shall be worn by unit members in the performance of job assignments.

14.3 Tools

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

14.4 Safety Equipment

14.4.1 Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the

1 employee or others, the District agrees to furnish
2 such equipment or gear.

3 14.5 Physical Examinations

4 14.5.1 The District agrees to provide the full cost of any
5 medical examination required as a condition of
6 continued employment, including but not limited to,
7 the provisions outlined in Education Code Section
8 45122 or its successor.

9 14.6 First Aid Requirement

10 14.6.1 All regular classified personnel are required to
11 hold a valid First Aid Certificate issued by the
12 American Red Cross at the time of employment, or to
13 secure such a certificate within six months of their
14 initial employment.

15 14.6.2 Renewal of the First Aid Certificate on a continuing
16 basis during their term of employment with the
17 school district shall be required for employees who
18 have unique responsibilities to students inherent to
19 their job assignments. The District shall designate
20 which employees are subject to this requirement.
21 The District shall notify the Association and any
22 affected employees of any change in the personnel so
23 designated at least sixty (60) days prior to any
24 such change.

25 14.6.3 Employees will be required to attend First Aid
26 classes during working hours scheduled at the

1 discretion of the District. The cost of
2 registration and textbooks will be paid by the
3 District.

4 14.6.4 Failure to comply with the requirements stated in
5 this policy shall constitute sufficient cause to
6 withhold salary payment.

7 14.7 Evidence of Freedom from Active Tuberculosis

8 14.7.1 No person shall be initially employed by the Charter
9 Oak Unified School District in a certificated or
10 classified position, or any other position which
11 includes contact with students, unless the person
12 has submitted to a Mantoux skin test or a chest x-
13 ray within the past 60 days which established a
14 freedom from active tuberculosis.

15 14.7.2 Thereafter each employee shall be required every
16 four years to submit evidence to the Personnel
17 Office of freedom from active tuberculosis.

18 14.7.3 The cost of pre-employment and subsequent skin tests
19 or chest x-rays shall be paid by the District upon
20 receipt, in an amount not to exceed twenty (\$20.00)
21 dollars.

22 14.7.4 Each employee shall secure a skin test and provide
23 verification of the results to the Personnel Office.
24 If the employee provides documentation from a health
25 care provider that a skin test will not accurately
26 reflect freedom from tuberculosis, or will endanger

1 the health of the employee, the employee may provide
2 verification of freedom from tuberculosis by
3 securing a chest x-ray and delivering the results to
4 the Personnel Office. Failure to comply with the
5 above constitutes sufficient cause to withhold
6 salary payment.

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ARTICLE 15

SALARY

15.1 Effective July 1, 2010, the basic salary schedule for members of the bargaining unit shall be increased by 0%.

The District and the Association agree that effective July 1, 2010, the Classified Salary Schedule step increments shall be expanded to reflect 2.5% increases between steps rather than the current 5% increases between steps. Currently, the Classified Salary Schedule reflects five (5) steps indicated by "A" through "E". The proposed Classified Salary Schedule would designate nine (9) steps, indicated by "A" through "E", with new steps "AB", "BC", "CD" and "DE".

Longevity placement on the Classified Salary Schedule shall not be affected by this change and will be indicated by "F" through "I".

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ARTICLE 16

PROFESSIONAL GROWTH

16.1 Members of the bargaining unit shall be eligible for professional growth stipends upon successful completion of fifteen (15) semester units of course work or equivalent hours of inservice or adult education courses under the following conditions:

16.1.1 In order to be eligible for credit, all courses must have prior written approval of the Superintendent or designee.

16.1.2 Such courses shall be taken during non-duty hours and at the employee's expense.

16.1.3 In order to qualify for credit, the course must be related to the member's job assignment and result in benefit to the District. The District in its sole discretion, may approve courses unrelated to the member's present job assignment in extraordinary cases where a benefit to the District is anticipated.

16.1.4 Units must be earned at a regionally or professionally accredited college, university, or trade school, or in a District approved adult education program. R.O.P. class, inservice program, or seminar/weekend.

16.1.5 In order to receive credit toward a stipend the member of the bargaining unit must complete with a

1 grade of "C" or better, or a "Pass" grade. If
2 grades are not given, full attendance must be
3 certified by the instructor of the course, and the
4 member make a written report to the District on the
5 content of the course and its benefit to the
6 member's job assignment.

7 16.1.6 Credit is calculated based on the following: One
8 (1) semester unit of credit in a college,
9 university, or community college course is earned by
10 fifteen (15) hours of classroom instruction plus
11 outside preparation or practice as required by the
12 course. Three (3) semester units require forty-five
13 (45) hours of instruction plus outside preparation
14 and practice. Credit for adult education classes
15 shall be calculated on the same basis as college,
16 university, or community college course as specified
17 above only if the adult school class requires
18 outside preparation comparable to that required for
19 a college, university, or community college course;
20 otherwise said credit shall be calculated in an
21 inservice program, seminar, or workshop as specified
22 below. One-half (1/2) semester unit of credit in an
23 inservice program, seminar, workshop is earned by
24 fifteen (15) hours of classroom instruction prorated
25 on the basis of actual time in class.

1 16.1.7 Proof of successful completion of work is required;
2 that is, a transcript or a signed statement of
3 completion by the teacher, or for inservice
4 programs, seminars, or workshops, a written report
5 and verification of attendance as Paragraph 15.2.1.5
6 above. It is the responsibility of the employee to
7 submit evidence of course completions.

8 16.2 A stipend in the amount of \$250 will be paid by the
9 District after verification of completion of fifteen (15)
10 semester units of course work or the equivalent hours of
11 inservice or adult education courses as described above,
12 provided the conditions set forth herein are met.
13 Additional stipends may be earned once every school year
14 and no more than four (4) times during the member's service
15 to the District.

16 16.3 Applications for approval of course plans will be available
17 to all classified employees on or before February 1 and
18 completed applications, copies of all records, transcripts
19 and verifications, shall be submitted to the Human
20 Resources Department for processing by March 1. The Human
21 Resources Department shall review all applications and send
22 each applicant a written statement of the status of their
23 application on or before April 30. In no event shall a
24 unit member receive stipend credit for units completed
25 prior to the July 1, 2001 effective date of this agreement.
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ARTICLE 17

ORGANIZATIONAL SECURITY

17.1 Organizational Security

17.1.1 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual employees without restricting CSEA's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities. Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.

17.1.2 Any new unit member shall within thirty (30) days from the date of commencement of assigned duties within the bargaining unit either (1) become a member of the Association or (2) pay the Association a service fee pursuant to paragraph 17.1.1.

17.1.3 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to

1 CSEA as a condition of employment. However, such
2 employee shall be required, in lieu of a service fee
3 required by this agreement, to pay sums equal to
4 such service fee to one of the following
5 nonreligious, nonlabor organizations, charitable
6 funds exempt from taxation under Section 501(c)(3)
7 of Title 26 of the Internal Revenue Code:

- 8 a. Chapter Scholarship Fund for a graduating student
9 whose parent is a member in good standing of a
10 CSEA chapter.
- 11 b. Charter Oak Community Scholarship Foundation
- 12 c. City of Hope
- 13 d. Crippled Children's Foundation
- 14 e. United Way
- 15 f. Any other charitable, non profit organization
16 mutually agreed to by the unit member and CSEA

17 17.1.4 Those employees who object on a religious basis
18 pursuant to paragraph 17.1.3 to joining or
19 financially supporting employee organizations shall,
20 as a condition of continued exemption, submit to the
21 Association on an annual basis proof of payment to
22 one or more of the charitable organizations
23 identified in paragraph 17.1.3. Proof of payment
24 shall be in the form of receipts and/or canceled
25 checks indicating the amount paid, date of payment,
26 and to whom payment in lieu of the service fee has

1 been made, or an authorized payroll deduction for
2 such payments pursuant to paragraph 17.2.2. Such
3 proof shall be presented to the Association by the
4 employee on or before July 1 of each year. The
5 Association may require the unit member to verify
6 his or her religious objection in writing.

7 17.2 Dues and Service Fee Deductions

8 17.2.1 CSEA has the sole and exclusive right to have
9 employee organization and service fees deducted by
10 the employer for employees in the bargaining unit.

11 17.2.2 The District shall deduct, in accordance with the
12 CSEA dues and service fees or payments to charity in
13 lieu of service fees from the wages of all employees
14 who are members of the bargaining unit and who have
15 submitted payroll deduction authorization forms to
16 the District. Such authorizations shall remain in
17 effect until expressly revoked in writing by the
18 employee.

19 17.2.3 The District shall, without charge, pay to CSEA
20 within fifteen (15) days of the deduction all sums
21 so deducted, except that the employer shall pay to
22 the designated charity sums deducted in lieu of
23 service fees from the wages of employees who qualify
24 or the religious exemption pursuant to this
25 agreement.

1 17.2.4 Along with each monthly payment to CSEA, the
2 District shall, without charge, furnish CSEA with an
3 alphabetical list of all employees in the bargaining
4 unit, identifying them by name, months per year in
5 paid status and annual salary, and indicating the
6 amount deducted, if any, and whether such deduction
7 is for dues, service fees or charitable
8 contributions.

9 17.2.5 Nothing contained herein shall prohibit an employee
10 from paying service fees.

11 17.2.6 The District shall immediately notify the CSEA
12 chapter treasurer if any member of the bargaining
13 unit revokes a dues, service fee or payment in lieu
14 of service fee deduction authorization.

15 17.2.7 The District shall deduct and pay to CSEA service
16 fees for each bargaining unit employee who is not a
17 CSEA member in good standing and who is obligated to
18 pay such fees, pursuant to this agreement, unless
19 CSEA notifies the District that the employee is
20 paying such fees directly to CSEA. A payroll
21 deduction authorization form shall not be required
22 for such deductions.

23 17.2.8 CSEA agrees to indemnify and hold harmless the
24 District against any and all liabilities, claims, or
25 actions which may be brought against said District
26 or District Board of Trustees, individually or

1 collectively, its officers, employees, and agents,
2 including but not limited to reimbursement for all
3 costs, expenses, fees, settlements, and judgments,
4 and providing an effective defense on behalf of the
5 District at the direction and expense of CSEA
6 against any and all lawsuits or other legal
7 proceedings, arising out of and in connection with
8 this article.

9 17.2.9 CSEA shall notify any members paying service fees,
10 in writing, of their legal rights, including
11 monetary rebate.

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ARTICLE 19

NO STRIKE/NO LOCKOUT

19.1 Members of the bargaining unit and the California School Employees Association and its Charter Oak Chapter #309 agree that they shall not call, sanction, or engage in any work stoppage, slow down, nor concerted action, other than expressions of free speech, against the District. The District agrees that it shall not engage in a lockout of bargaining unit employees.

19.2 It is understood that any bargaining unit employee engaging in a wildcat strike or in any other way violating this contract shall be subject to discipline, including dismissal.

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ARTICLE 20

TRANSFERS

20.1 District Initiated Transfers

20.1.1 Transfers of bargaining unit members, from one location to another in the same or related classification, at the same salary range, may be initiated by the District Management when such transfer is in the best interest of the District. A unit member affected by such transfer shall be given notice as soon as administratively possible. An opportunity will be provided for a conference between the appropriate management person and the unit member in order to discuss the reasons before the transfer occurs.

20.1.2 Transfers or changes in work schedule as covered in this section shall not be done for arbitrary or capricious reasons.

20.2 Employee Initiated Transfers

20.2.1 Transfer requests may be initiated by the employees. Such requests shall be submitted in writing to the Personnel Office and kept on file for one year. Persons requesting such a transfer shall be considered along with the top three candidates of the Eligibility List.

1 20.3 Notice of Job Vacancies

2 20.3.1 All persons in a job classification, when a new
3 position is created or an existing position becomes
4 vacant, will be notified of the vacancy and upon
5 request, will be considered along with the top three
6 candidates of the Eligibility List. This would not
7 apply to entry level positions. Any person on leave
8 during the period of posting who would be affected
9 by lateral transfer shall be mailed a copy of the
10 notice by first class mail on the date the position
11 is posted if requested by the employee prior to
12 going on leave.

13 20.4 Medical Transfers

14 20.4.1 The District may promote, demote, or laterally
15 transfer to a related class, an employee who has
16 become medically unable to satisfactorily perform
17 regular job class duties.

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ARTICLE 21

HOURS

21.1 Work Week

21.1.1 Full-time classified employees shall have a forty (40) hour work week to consist of not more than five (5) consecutive days.

21.1.2 The District retains the right to extend the regular workday or work week when it is deemed necessary to carry out the District's business.

21.2 Work Day

21.2.1 The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable number of hours with the exception of minimum and shortened days and not to include the position of bus driver. However, certain positions may be designated as having flexible hours of assignment.

21.2.2 The District reserves the right to modify starting and ending times of a bargaining unit member's assigned work schedule. A unit member affected by such change in work schedule shall be given notice as soon as administratively possible, but no later than ten (10) working days in advance. An opportunity will be provided for a conference

1 between the appropriate management person and the
2 unit member in order to discuss the reasons before
3 the change in work schedule occurs.

4 21.2.3 The District shall notify the Association of the
5 intent to modify a bargaining unit employee's
6 starting and ending times or days of the week
7 worked.

8 21.2.4 Changes in work schedule as covered in this article
9 shall not be done for arbitrary or capricious
10 reasons.

11 21.3 Increase in Hours

12 21.3.1 When additional hours are assigned to a part-time
13 position on a regular basis, the assignment shall be
14 offered first to the employee at the work site
15 occupying the position for which the time is being
16 extended. If that employee declines, it shall be
17 offered to other employees in that job
18 classification. If more than one employee requests
19 the position, the assignment shall be given to the
20 most qualified employee based on special measurable
21 skills and/or abilities. If equal, it shall be
22 offered to the employee with the most seniority.

23 21.4 Rest Periods

24 21.4.1 If the employee works at least eight (8) hours, the
25 employee shall receive two (2) fifteen (15) minute
26 rest periods.

1 21.4.2 If the employee works at least four (4) hours, the
2 employee shall receive the equivalent of one fifteen
3 15) minute rest period.

4 21.4.3 As far as practicable, the rest periods shall be in
5 the middle of the work period.

6 21.5 Lunch Periods

7 21.5.1 The lunch break will usually take place at
8 approximately the mid-point of the employee's work
9 shift. However, consideration of District and/or
10 school/department needs shall govern the scheduling
11 of the lunch break.

12 21.6 Overtime

13 21.6.1 The District agrees to compensate bargaining unit
14 members for overtime worked. For the purpose of
15 determining overtime compensation, time which the
16 employee is excused from work because of holidays,
17 sick leave, vacation, compensatory time off, or
18 other paid leaves of absence, shall be considered as
19 time worked by the employee.

20 21.6.2 Overtime service shall be paid at the rate of one
21 and one-half times the unit member's regular rate of
22 pay for the overtime worked. The overtime rate will
23 be paid only when authorized by the immediate
24 supervisor, department head, or designee, before the
25 overtime is worked.

1 21.6.3 Overtime shall be calculated based on the assigned
2 workweek in the following manner:

3 21.6.3.1 For employees on a 5-day, 40-hour
4 workweek, overtime commences after 8 hours
5 of work on a workday.

6 21.6.3.2 For employees on a 4-day, 40-hour
7 workweek, overtime commences after 10
8 hours of work on a workday.

9 21.6.3.3 For employees on a 9-hour workday in a
10 two-week work schedule, overtime commences
11 after 9 hours of work on a 9-hour workday
12 and after 8 hours of work on an 8-hour
13 workday.

14 21.6.3.4 Overtime commences when an employee is
15 required to report to work on additional
16 days of the week in addition to the
17 workweeks described in this section.

18 21.6.3.5 Any member who is called in to work on a
19 day the member is not scheduled to work,
20 or called back to work after completing
21 his/her regular assignment, shall be
22 compensated by payment for the actual time
23 worked at the appropriate rate under this
24 Agreement or two (2) hours at the member's
25 regular rate of pay, whichever is greater.

1 21.6.4 An employee required to work on a holiday will be
2 paid time and one-half for hours actually worked in
3 addition to regular pay for the holiday.

4 21.6.5 An employee having a workweek of five consecutive
5 working days and an average workday of 4 hours or
6 more shall be compensated at the overtime rate for
7 any work required to be performed on the sixth or
8 seventh day following the commencement of his/her
9 workweek.

10 21.6.6 An employee having an average workday of less than 4
11 hours during a workweek shall be compensated at the
12 overtime rate for any work performed on the seventh
13 day following the commencement of his/her workweek.

14 ASSIGNMENT OF OVERTIME

15 21.6.8 Overtime shall be assigned on a rotating basis among
16 all qualified employees who do not have documented
17 unsatisfactory work performance and are in the same
18 classification, the same bargaining unit, and at the
19 same work location.

20 21.6.9 The following are allowable exceptions to the
21 overtime assignment process:

22 21.6.9.1 When overtime is authorized for completion
23 of a specific assignment, project or work
24 in progress, the employee who began the
25 assignment, project, or work may be
26 assigned the overtime;

1 21.6.9.2 When the District determines it is
2 necessary to consider special skills and
3 training of employees to perform
4 particular work.

5 21.6.10 A bargaining unit member may request to be skipped
6 for an overtime assignment. Any bargaining unit
7 member or members who requests skipping their turn
8 in the rotation shall lose their right to work an
9 overtime assignment until their next turn in the
10 rotation. If all members within the job titles
11 which qualify for the overtime assignment request to
12 be skipped for an overtime assignment, the member or
13 members whose turn it is in the rotation shall work
14 the overtime assignment.

15 21.6.11 The MOT Department shall maintain an overtime
16 rotation list. Such list shall be posted on the
17 bulletin board or in the location where notices to
18 classified employees are customarily posted. In the
19 event such list is not posted at a site or location,
20 the Association shall inform the Director at said
21 site of the lack of posting of an overtime rotation
22 list. Such list shall be posted within a reasonable
23 time, but in no instance later than seventy-two (72)
24 hours after the Director has been informed by the
25 Association.

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1 21.7 Minimum Call-In Time

2 21.7.1 Any employee called in to work on a day when the
3 employee is not scheduled to work shall receive a
4 minimum of two (2) hours pay at the appropriate rate
5 of pay under this Agreement.

6 21.8 Compensatory Time

7 21.8.1 An employee may request to take compensatory time in
8 lieu of paid time. The scheduling of the time off
9 shall be at the discretion of the District. Such
10 request may be submitted in writing to the immediate
11 supervisor within five (5) working days following
12 the day the overtime was worked. In the event the
13 scheduling of the time off cannot be mutually agreed
14 upon, the unit member shall be paid the appropriate
15 overtime rate. Compensatory time off shall be
16 granted at the appropriate rate of overtime.

17 21.8.2 An employee may accumulate, with District approval,
18 up to two hundred forty (240) hours of compensatory
19 time to be used in lieu of cash compensation
20 overtime. Such compensatory time shall be used
21 within twelve (12) calendar months from the date it
22 was worked. If the compensatory time is not taken
23 within the above time limits, the employee shall be
24 paid for the overtime.

1 21.9 Weekly Emergency Duty

2 21.9.1 If less than five (5) qualified unit members
3 volunteer, the District reserves the right to assign
4 Weekly Emergency Duty. An involuntary assignment
5 shall be done in inverse order of departmental
6 seniority. A unit member who is unable to serve
7 their Weekly Emergency Duty may request to be
8 skipped or upon approval of the supervisor, request
9 to trade with another qualified unit member. A
10 minimum of five (5) hours compensatory time or
11 overtime will be paid to the bargaining unit member
12 designated weekly as the night and weekend emergency
13 call-in person. Hours worked in addition to the
14 five (5) hours minimum will be compensated as
15 compensatory time or overtime, with a minimum of two
16 (2) hours paid time per call out.

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ARTICLE 23

MISCELLANEOUS PROVISIONS

23.1 This shall be the sole Agreement and shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms.

23.2 Within thirty (30) days of the ratification of this Agreement by both parties, the District shall prepare and deliver at the District's expense, a copy of this Agreement to each member of the bargaining unit.

23.3 All claims against the District for money, damages, or money damages which are not governed by any other statute, shall be presented and acted upon in accordance with Title 1, Section 3.6, Chapter 1 (commencing with Section 910) of the Government Code of California. Claims for fees, expenses, allowances, mileage, wages or salaries shall be handled in this manner.

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ARTICLE 24

PERFORMANCE EVALUATION PROCEDURE

24.1 Schedule

24.1.1 Probationary employees shall be evaluated in writing at least once during any six (6) month probationary period.

24.1.2 Bargaining unit members who have a work year less than eleven (11) months and whose anniversary date is during the months of September, October or November, shall be evaluated on or before June 30th of the year in which the evaluation is due. Unit members with anniversary dates of December through August, shall be evaluated on or before their anniversary date in the current school year.

24.1.3 Bargaining unit members who work eleven (11) or twelve (12) months shall be evaluated on or before their anniversary date.

24.1.4 A unit member who receives a less than satisfactory performance evaluation and has previously received written notification specifying performance deficiencies at least three months in advance, shall not be eligible to advance to the next merit salary step until attainment of satisfactory or better evaluation. The Chapter president shall be notified in writing. A unit member denied a merit salary step increase shall be re-evaluated within six

1 months. A delay in receiving a merit step increase
2 under this provision shall not result in a change of
3 the employee's anniversary date for purposes of
4 future step increases.

5 24.2 Procedure

6 24.2.1 Employees shall be evaluated by their immediate
7 supervisors who shall be District employees. The
8 District shall designate the immediate supervisor or
9 supervisors to the employee in writing at the time
10 the employee is hired or at any time when an
11 employee's work assignment is changed. Any
12 evaluation may contain input from each supervisor
13 under whom the employee has worked during the
14 evaluation period. The immediate supervisor for
15 instructional aides assigned to school sites shall
16 be the appropriate principal or the principal's
17 designee.

18 24.2.2 Employees shall be evaluated in accordance with an
19 evaluation form to be developed by the District.
20 The form shall be used for all members of the unit,
21 regardless of location.

22 24.2.3 The immediate supervisor will conduct an individual
23 evaluation conference to discuss the evaluation.

24 24.2.4 The District shall provide a copy of any evaluation
25 to the affected employee prior to placing it in the
26 personnel file. If the employee is unavailable, the

1 intent of this section shall be satisfied when a
2 copy of the evaluation is sent to the employee's
3 last known address by United States mail postage
4 prepaid with a proof of service enclosed.

5 24.3 Review

6 24.3.1 An employee who receives a rating of less than
7 "satisfactory" may request an additional conference
8 with his or her immediate supervisor to discuss an
9 evaluation within ten (10) work days of receipt of
10 the evaluation.

11 24.3.2 If the employee is still dissatisfied, he/she may
12 file a written request for review to the next higher
13 level administrator within ten (10) workdays of the
14 conference. Review of the performance evaluation by
15 the next higher level administrator is optional with
16 that administrator. The next higher level
17 administrator shall notify the employee of his/her
18 decision to review or not review the performance
19 evaluation. Every effort shall be made to notify
20 the employee of the decision within twenty (20)
21 days. If that administrator reviews the evaluation
22 and determines that the evaluation ratings are
23 inaccurate, the evaluation shall be destroyed and a
24 new evaluation will be written and placed in the
25 personnel file.

1 24.3.3 The only question under this article subject to the
2 grievance/arbitration procedure set forth in this
3 contract shall be whether the procedure set forth in
4 this article was violated. The only remedy shall be
5 a repeated evaluation of the employee.

6 24.4 Representation

7 24.4.1 No employee may request representation from the
8 Association during initial presentation of an
9 evaluation. If either the evaluator or the employee
10 seeks a further conference involving the immediate
11 supervisor or a higher level administrator, then
12 representation by the Association shall be allowed
13 if requested by the employee. When the Association
14 provides representation under this Article, it shall
15 be provided during the duty free time of the
16 authorized representative, and no release time or
17 extra pay shall be permitted, unless the immediate
18 supervisor or higher level administrator is unable
19 to schedule a conference during the duty free time
20 of the authorized representative and specifically
21 requests that a meeting take place during the
22 representative's work hours. An employee is
23 entitled to representation at any meeting with
24 his/her supervisor where disciplinary action may
25 result or such meeting becomes accusatory in nature.

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ARTICLE 25

LAYOFF

25.1 Reason for Layoff

25.1.1 Classified employees shall be laid off only for a lack of work or a lack of funds. Any effects of a layoff shall be negotiated by and between the District and the Association.

25.2 Order of Layoff

25.2.1 Whenever a reduction in positions is necessary, the order of layoff within the class shall be determined by length of service, using the date of regular employment in the classification. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

25.3 Computation of Seniority

25.3.1 "Length of service" shall be defined as the hire date of an employee as a regular probationary or permanent employee in the classification, plus any regular service in higher classes. Substitute employment prior to hiring as a regular employee will not be applied to seniority.

25.3.2 All time on paid leaves of absence shall be counted toward seniority. In addition, all time on Military Leave or Family and Medical Leave, whether paid or unpaid, will be counted toward seniority.

1 25.3.3 If two or more employees have equal class seniority,
2 the preference shall be given to the employee with
3 the earliest regular hire date in the District. If
4 the regular hire date is equal, the decision shall
5 be made by lot.

6 25.3.4 If a position in a classification is eliminated or
7 reduced in hours at a site or in a department which
8 has multiple positions in the same classification,
9 the least senior employee in the classification at
10 that site shall be displaced and subject to lay off.

11 25.3.5 An employee transferred from one classification to
12 another shall not be credited in the new
13 classification with seniority accumulated in the
14 classification from which transferred.

15 25.3.6 When a reclassification results in the merger of two
16 or more classes, the seniority of regular employees
17 who are reclassified with their positions shall be
18 computed from the date of hire into a regular
19 position of the prior classification.

20 25.5 Layoff in Lieu of Bumping

21 25.5.1 A bargaining unit member who elects a layoff in lieu
22 of bumping maintains his/her reemployment rights
23 under this Agreement.

24 25.6 Reemployment

25 25.6.1 Reemployment shall be in the reverse order of
26 layoff. Persons laid off are eligible for

1 reemployment for a period of thirty-nine (39) months
2 and shall be reemployed in preference to new
3 applicants.

4 25.6.2 A bargaining unit member who is laid off and is
5 subsequently eligible for re-employment shall be
6 notified by the District of an opening.

7 25.6.3 Bargaining unit members shall notify the District of
8 their intent to accept or refuse re-employment
9 within five (5) calendar days following
10 notification. A start date shall be identified on
11 the offer of re-employment.

12 25.6.4 An employee on a re-employment list may decline
13 three (3) offers of re-employment in the former
14 classification. After the third refusal no
15 additional offers need be made and the employee
16 shall be considered unavailable until the employee
17 indicates otherwise in writing to the Classified
18 Personnel Director.

19 25.7 Joint Meeting

20 25.7.1 The District shall notify the Association when
21 layoffs are anticipated. The parties shall meet
22 within ten (10) working days to negotiate the
23 effects of the proposed layoff.

24 25.7.2 When a reduction in hours is anticipated the
25 District shall notify the Association and the
26 parties shall meet within ten (10) working days to

1 negotiate the decision and effects of the proposed
2 reduction.

3 25.7.3 The District shall provide the Association with
4 written details of the layoff/reduction in hours at
5 the joint meeting.

6 25.8 Notices

7 25.8.1 Should a layoff or reduction in hours become
8 necessary the affected bargaining unit members shall
9 receive a notice of impending layoff, layoff notice
10 or notice of reduction in hours. The bargaining unit
11 member shall receive a written layoff notice or
12 notice of reduction in hours at least forty-five
13 (45) days prior to the effective date of the layoff
14 or reduction in hours. The notice shall include
15 information describing the bargaining unit member's
16 reemployment and displacement rights. Notification
17 shall be given by personal delivery, or by certified
18 mail and regular mail, to the last known home
19 address of the employee on file in the Classified
20 Personnel office. Failure of the employee to notify
21 Classified Personnel of a change of address shall
22 not be grounds for voiding notification, or the
23 staying of timelines outlined in these rules. For
24 purposes of this rule, if a notice is mailed, the
25 third working day following the postmark date of the

1 notice shall be considered to be the official date
2 of receipt.

3 25.8.2 Should circumstances change and the layoff/reduction
4 in hours not be necessary the bargaining unit member
5 shall receive notification.

6 25.9 Reinstatement

7 25.9.1 Upon reinstatement, the employee shall:

8 a) Be placed on the salary schedule in the
9 employee's former step in the salary range for that
10 class;

11 b) Receive restoration of all seniority and sick
12 leave as of the last day of paid status;

13 c) Be credited with all past service in determining
14 an anniversary date and the amount of vacation to be
15 earned.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date indicated below:

DATE: SEPTEMBER 12, 2006

DATE: SEPTEMBER 12, 2006

CHARTER OAK UNIFIED SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 309

By: Norman Kirschenbaum
Norman Kirschenbaum
District Superintendent

By: Charlie LaChance
Charlie LaChance
CSEA, Labor Relations
Representative

By: Gloria Cortez
Gloria Cortez
Assistant Superintendent

By: Gregory Trotton
Gregory Trotton
CSEA, Labor Relations
Representative, Chapter 309

APPROVED BY FORMAL ACTION OF THE GOVERNING BOARD OF THE CHARTER OAK UNIFIED SCHOOL DISTRICT

APPROVED BY THE CALIFORNIA EMPLOYEES ASSOCIATION, CHAPTER 309

DATE: OCTOBER 24, 2006

DATE: SEPTEMBER 28, 2006

By: Robert J. Cruz
Robert J. Cruz, President
Governing Board
Charter Oak Unified School District

By: Gregory Trotton
Gregory Trotton, President
California School Employees
Association, Chapter 309

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