

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE CORONA-NORCO UNIFIED SCHOOL
DISTRICT**

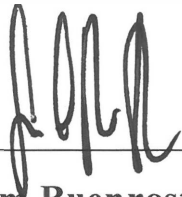
AND THE

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION**

CORONA-NORCO CHAPTER NO. 369

October 8, 2021 through June 30, 2024

SIGNATURES



Sam Buenrostro Ed.D.
Superintendent



Lorena Lopez
President, CSEA, Chapter 369

Date of Ratification by the Board of Education: December 14, 2021

Date of Ratification CSEA: November 9, 2021

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ARTICLE 1: AGREEMENT

- 1.1 This Agreement made and entered into this eight day of October 2021, by and between the Corona-Norco Unified School District and California School Employees Association and its Corona-Norco Chapter No. 369 (hereinafter referred to as CSEA), the recognized exclusive representative of the unit of classified employees as identified in Appendix C “Classification and Range Assignments.”
- 1.2 The District recognizes CSEA as the exclusive representative for those classes of employees listed in the Appendix of this Agreement pursuant to the Recognition Agreement of January 11, 1977, as modified January 18, 1981, and as identified in Appendix C “Classified Classification and Range Assignments.”

ARTICLE 2: DEFINITIONS

- 2.1 "Day" is defined as any day that the District Central Office is open for business, unless otherwise specified.
- 2.2 "CSEA" is defined as the California School Employees Association and its Corona-Norco Chapter No. 369.
- 2.3 "District" is defined as the Corona-Norco Unified School District.
- 2.4 "Board" is defined as the Board of Education of the Corona-Norco Unified School District.
- 2.5 "Unit Member" is defined as any employee who is included in the appropriate unit as defined in Article 1 and Appendix C "Classified Classification and Range Assignments," except as otherwise indicated.
- 2.6 "Fiscal Year" is July 1 through June 30.
- 2.7 "Health and Welfare Benefits" is defined as any form of insurance or similar benefit programs, including, but not limited to: medical benefits (i.e., hospitalization, surgical, prescription drug, mental health), dental, vision, life, income protection insurance (disability), or annuity programs as agreed between the District and CSEA.
- 2.8 "Permanent Employee" is defined as having passed the probationary period for initial district employment.
- 2.9 "Immediate Supervisor" is defined as those non-bargaining unit members who have evaluative responsibility over unit members.
- 2.10 "Student Contact Employees" are indicated in the Appendix C "Classified Classification and Range Assignments" and referenced in Article 10.8.
- 2.11 "Emergency" is defined as a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention.

ARTICLE 3: BOARD OF EDUCATION RIGHTS AND POWERS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law. The District retains its right to amend, modify or rescind articles and provisions referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is subject to the grievance procedure.

ARTICLE 4: ORGANIZATIONAL SECURITY/CONCERTED ACTIVITIES

- 4.1 District shall distribute CSEA-supplied membership applications to new hires. The District shall refer all employee questions about CSEA or dues over to the Chapter's Designee or CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This Agreement shall satisfy District's duty to bargain effects of Janus decision.
- 4.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period.
- 4.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
- 4.4 **Dues Deduction:** The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 4.5 The District shall refer any questions regarding union membership to the CSEA Leadership and CSEA Labor Relations Representative.
- 4.6 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 4.7 There shall be no charge by the employer to CSEA for regular membership dues deductions.
- 4.8 **Membership Information:** The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information and status as a union member.
- 4.9 The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership.
- 4.10 **Hold Harmless Provision and Indemnification:** CSEA agrees to hold harmless, including payment of costs and attorney fees, and indemnify the District, its officers, officials, agents, representatives, and employees from any all liability arising out of enforcing the provisions of this Article.
- 4.11 **Concerted Activities:** In consideration of the District's entering into this Agreement which includes a service fee arrangement and as part of said service fee arrangement, CSEA agrees to the following:
- (a) Apart from, and in addition to, existing legal restrictions upon work stoppages, neither bargaining unit members, CSEA, or its officers, officials, agents or representatives, shall incite, encourage or participate in any strike, walkout, slow-down, picketing or other work stoppage of any nature whatsoever, against the District during the life of the

Agreement for any cause or dispute whatsoever, including, but not limited to, disputes which are subject to any grievance procedure, disputes concerning matters not mentioned in this Agreement, disputes with other labor organizations, persons or employers, jurisdictional disputes, or compliance with the request of other labor organizations to engage in such activity.

- (b) In the event that any of the occurrences prohibited by the preceding paragraph take place, bargaining unit members, CSEA and its officers, agents, representatives and responsible officials, shall immediately and publicly disavow such action as unauthorized and use all power within their authority to end or avert such action at the earliest possible time and bargaining unit members, CSEA and its officers, agents, representatives and responsible officials shall not honor any picket line set up under any circumstances.
- (c) Any unit member hereunder engaging in or assisting in any of the activities prohibited by 4.11(a) above shall be subject to discipline or discharge as determined by the District.
- (d) In the event that CSEA, its members, agents, representatives, unit members, or persons acting in concert with them have violated the provisions of this Section over a grievance or dispute which would have otherwise properly been subject to resolution through any grievance procedure, CSEA and the unit member(s) represented herein, shall be deemed to have waived the right to process the grievance and the grievance shall be considered as having been finally settled, with prejudice, in accordance with the District's last stated position with respect hereto.
- (e) Any prohibited activity as described in this Section shall be considered as a material breach of this Agreement, and the District shall be released from further performance of this Agreement only in the event of failure by CSEA to comply with Section 4.11(b) above.

ARTICLE 5: CSEA RIGHTS

- 5.1 CSEA agrees that its officials, including the CSEA Labor Relations Representative and other representatives, may communicate with unit members regarding CSEA business during regular working hours and shall conduct normal CSEA business at times other than the respective unit members' working hours. The intent is to allow CSEA reasonable access to unit members without unduly disrupting District operations.
- 5.2 The District shall provide each unit member with a copy of the current (Article 24) Collective Bargaining Agreement (CBA) without charge to CSEA. The District shall maintain an updated CBA on the District website and all active Memorandums of Understanding (MOU).
- 5.3 CSEA shall have the right to use without charge: bulletin boards, District email, District mail service, unit member's mailboxes, and other District means of communication, as designated by the Superintendent for the posting or transmission of information or notices concerning lawful CSEA business subject to the following conditions:
- (a) All postings for bulletin boards, email or items for District mailboxes must contain the identification of the organization and date.
 - (b) A copy of such postings or distributions must be delivered to the Superintendent and his/her Designee at the same time as posting of distribution.
 - (c) The bulletin boards of the District shall not be used by either party to engage in personal attacks or derogatory statements or to promote illegal activities.
- The District shall provide visually unobstructed bulletin board space for the exclusive use of CSEA at all work sites and departments. CSEA bulletin boards shall be of a reasonable size consistent with District practice. All unit members shall be provided a District email address and each site shall have a computer station(s) for use by unit members.
- 5.4 The District authorizes CSEA to use District facilities at times other than normal working hours, provided that CSEA submits the required Use of Facilities request pursuant to District Policy.
- 5.5 The District shall provide CSEA, on or before November 1 of each year, a list of unit members' designated work sites, salary classifications, and seniority within present classification.
- 5.6 Prior to each Board of Education meeting, the District shall provide electronic access to the CSEA President, CSEA 1st Vice President, and CSEA Treasurer a Board of Education agenda, including attachments.
- 5.7 The District shall provide CSEA, in addition to the CSEA officers within a week following each meeting of the Board of Education, a copy of the routine personnel actions that affect unit members covered by this Agreement.
- 5.8 The District shall provide the CSEA President with two (2) electronic copies of the adopted budget, unaudited actual budget, and any changes to the budget during the school year whenever

these documents become a matter of public record.

5.9 Upon request, the District shall provide to the above identified CSEA officers and the assigned CSEA Labor Relation Representative, vacancy, substitute, short term, personnel requests and any other lists identifying classified positions not filled by permanent classified unit member(s).

5.10 **Release Time**

(a) **Chapter Release:** CSEA representatives shall have a combined total of ninety (90) days of paid leave annually to use for local, state, or national conferences or for conducting other business pertinent to CSEA affairs. These representatives shall be excused upon providing notice on a District form to their immediate supervisor at least two (2) weeks before the leave commences. In the case of attendance at a District/CSEA interaction (i.e. problem solving, disciplinary, committee meetings or hearing), notice as to the specific CSEA representative shall be provided as soon as reasonably possible and such time shall not be charged to the ninety (90) days of paid leave.

(b) **Annual CSEA State Conference:** The District shall release with pay all duly elected CSEA Corona-Norco Chapter 369 member delegates to take a maximum of five (5) days, if necessary, to attend the annual CSEA State Conference. It is understood that if the conference occurs during a normal off-work time for any elected member delegate, the District shall not pay wages to the individual while they attend the conference. Human Resources shall be notified of the names of the elected delegates as much in advance as possible.

(c) **Officer Release:** The District shall provide coverage for the position held by the CSEA President releasing the President from their job while serving as CSEA President. In addition, the District shall provide coverage for the position held by the CSEA Chief Union Steward while the Chief Union Steward is away from the job on CSEA business. The classification, duties and hours necessary to provide coverage shall be determined by the District.

5.11 The District recognizes the need and affirms the right of CSEA to designate Union Stewards from among unit members. It is agreed that CSEA, in appointing such representatives, does so for the purpose of promoting an effective relationship between the District and unit members by helping to settle problems at the lowest level of supervision.

5.12 CSEA reserves the right to designate the number and the method of selection of Union Stewards. CSEA shall notify the District in writing of the names of the Union Stewards. If a change is made, the District shall be advised in writing of such change.

ARTICLE 6: HOURS AND OVERTIME

- 6.1 **Work Hours:** Unit members shall be paid for all time worked. The maximum number of hours of regular, full-time employment of unit member shall be eight (8) hours per day and forty (40) hours per week consisting of five (5) consecutive days. The normal workweek starts on Monday at 12:01 a.m. and ends Sunday at 12:00 midnight. Assignment of a different workweek may be made by the District. The District may direct and authorize unit members to work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week on an overtime basis. This Section shall not preclude the establishment of a ten (10) hour day and a four (4) day workweek or a nine (9) day eighty (80) hours work schedule by mutual agreement. In the event of an emergency, the District may temporarily require unit members to work hours different than the stated minimum.
- 6.2 **New Position:** The minimum length of the workday and specific work hours shall be established by the District for each position. The District may employ persons for lesser periods of time (less than eight (8) hours per day for five (5) days per week). Additionally, based on operational scheduling needs such as required in the Child Nutrition Services Department, this Section shall not preclude the assignment of split shifts.
- (a) **Adjustment of Assigned Time:** Any additional assignment shall be paid on a straight time basis unless it exceeds either eight (8) hours per day or forty (40) hours per week. The unit member shall be credited with illness leave and vacation time for hours worked above the minimum length of the workday provided the additional time is thirty (30) minutes or more for twenty (20) or more consecutive days. However, no additional illness leave or vacation time shall be credited for hours worked above eight (8) hours in any one day. Additionally, any unit member working extra hours fifty ((50) minutes or more per day) in their permanent position for any ninety (90) day period shall receive holiday pay, sick leave use and vacation use equivalent to the average hours worked per day (i.e., regular assignment equals four (4) hours and unit member works additional assignment of three (3) hours not replacing or covering for another unit member for a total of seven (7) hours on average per day holiday pay, sick leave usage, and vacation shall be at seven (7) hours).
- (b) **CNS Site Staffing:** The Child Nutrition Services Department may, with a written agreement from CSEA, reduce the hours of vacant positions (less than four (4) hours) to balance staffing due to decreased lunch counts from loss of enrollment. No unit member will be displaced, nor will any unit member be reduced in hours. No unit member will experience an increased workload. Decreased hours shall not be less than two (2) hours.

6.3 **Work Year:** The work year for 12-month unit members shall include all calendar days less holidays, vacation, and weekends not to exceed 260 days. Any year where the days exceed 260 (i.e., 261 or 262) the additional day(s) shall be calendared as a non-contract day(s) during the Winter Recess period determined by agreement between CSEA and the District with the classified calendar. Any unit member wanting to change this non-contracted day(s), shall submit their request on a form to HR prior to Winter Recess. The work year for unit members working less than twelve (12) months shall include the following minimum number of workdays including holidays:

11.0-month unit members	239 days
10.5-month unit members	227.5 days
10.0-month unit members	218.0 days
9.5-month unit members	204.5 days at a traditional school
9.5-month unit members	200.5 days at a year-round school

No unit member shall have their work year reduced below the minimum number of workdays and holidays identified above and in Article 9 Holidays.

6.4 **Duty-Free Lunch:** Unit members shall be entitled to a duty-free lunch period of not less than thirty (30) minutes nor more than one (1) hour each workday at or about the midpoint of the work shift, assuming the employee works at least five (5) hours per day. An employee working five (5) hours per day may waive the lunch period and work five (5) straight hours. Employee shall fill out a form waving their right to a duty-free lunch in accordance with the law and HR shall keep record. Employees shall be paid in accordance with their contracted hours.

6.5 **Duty-Free Paid Rest Period:** Each unit member shall be granted a fifteen-minute (15) duty-free paid rest period as near as possible to the conclusion of the first two (2) hours of work and a fifteen-minute (15) duty-free rest period as near as possible to the conclusion of six (6) hours of work. The immediate supervisor shall designate the specific scheduling of rest periods. The immediate supervisor shall make a reasonable attempt to accommodate the wishes of unit members regarding the specific time of the rest period. Unit members working two (2) hours or less are not entitled to a fifteen-minute (15) duty-free rest period.

6.6 **Overtime:** Time worked in excess of eight (8) hours per day or forty (40) hours per week shall be designated overtime and paid at the rate of one and one-half (1-1/2) the regular rate of pay. A unit member shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at a rate equal to one and one half (1-1/2) times the regular rate of pay. Overtime may be worked only upon express authorization of the unit member's immediate supervisor.

6.7 **Holiday Overtime Pay:** All hours worked up to eight (8) hours on holidays designated pursuant

to this Agreement shall be paid at the rate of one and one-half (1-1/2) times the unit member's regular rate of pay in addition to pay for the holiday. All hours worked over eight (8) hours on holidays designated pursuant to this Agreement shall be paid at the rate of two (2) times the overtime rate of pay. Advanced approval to work overtime must be authorized by the unit member's immediate supervisor.

6.8 **Compensatory Time Off:** District shall utilize overtime before compensatory time. The only time the District shall use compensatory time is at the unit member's request. Such compensatory time off shall be credited at a rate of one and one-half (1-1/2) times for each hour of overtime worked. The District shall maintain a record of compensatory time earned and distributed.

6.9 **Distribution of Overtime:** The immediate supervisor shall identify unit members desiring to work overtime. A unit member will not be required to work overtime if another qualified unit member is available and desires to work the overtime. Overtime opportunities shall be offered as equally as is practicable among available qualified unit members in each department/worksites. Overtime assignments shall be offered by the immediate supervisor. For purposes of determining equity of overtime/extra hours distributed/offered, a rotation list (based on the hire date listed in the District maintained CSEA unit member Seniority List) shall be available and posted at each site annually. The immediate supervisor shall post a Seniority List by Job Family in each department/workspace every semester.

(a) At the beginning of each school year the immediate supervisor shall review the overtime process with unit members.

6.10 **Distribution of Overtime at High School, Intermediate, and Academy:** The immediate supervisor shall identify unit members desiring to work overtime. A unit member will not be required to work overtime if another qualified unit member is available and desires to work the overtime. Overtime opportunities shall be offered as equally as is practicable among available qualified unit members in each department/worksites. Overtime assignments shall be offered by the immediate supervisor. For purposes of determining equity of overtime/extra hours distributed/offered, a rotation list (based on the hire date listed in the District maintained CSEA unit member Seniority List) shall be available and posted at each site annually. The immediate supervisor shall post a Seniority List by Job Family in each department/workspace every semester.

(a) At the beginning of each school year the immediate supervisor shall review the overtime process with unit members.

(b) Overtime opportunities shall be offered in chronological order by start time.

(c) In the event an overtime assignment is canceled the unit member shall not be entitled to the next overtime assignment but will maintain their position in the rotation list.

- (d) A unit member working overtime shall have a copy of the School Use of Activities Form or Facilities Usage Form for each assignment.
 - (1) The School Use of Activities Form shall contain specific job expectations of the assignment and the exact hours of the overtime assignment.
- (e) After each overtime assignment unit members will sign off on the event on School Use of Activities Form or Facilities Usage Form, comment as needed and return to the appropriate immediate supervisor.
- (f) The District shall provide Professional Development each year for frequently used technical skills needed for overtime assignments.

CSEA and the District will reexamine the overtime process and School Use of Activities Form when mutually agreed on by both CSEA and the District.

- 6.11 **Call Back:** Any unit members called back after completion of the unit member's regular assignment or required to work on a day when said unit member is not regularly scheduled to work, shall be entitled to compensation for actual time worked or a minimum of two (2) hours plus thirty (30) minutes travel time, whichever is greater.
- 6.12 **Working Out of Classification:** A unit member required to perform duties inconsistent with those normally assigned to the unit member's classification for a period of five (5) working days or more, within a twenty (20) day period, shall have his/her salary adjusted upward for the entire period such employee is required to work out of classification. The out of classification adjustment required shall be closest to but not less than a five percent (5%) increase in the out of classification assignment, but in no event shall placement be at lower than the first step in the salary range nor higher than the last step in the salary range.
- 6.13 **Minimum Days and Inservice Days:** Any day within the unit member's assigned work year designated a minimum day, in-service day, or non-student day is a regular workday and all unit members shall receive their regular day's pay. On such days, unit members will either be provided in-service training or be assigned work for a period of time equal to each unit member's individual regular minimum daily hourly assignment. Unit members shall not be required to work beyond their regular assignment. CSEA and the District agree to consult with one another each school year for training to present to classified for professional development.
- 6.14 **Classroom Monitor:** In the absence of a credentialed employee, the District will make every effort to avoid utilizing unit members. Such assignments shall be made by the principal for emergency purposes only.
- 6.15 **Additional Assignments:** For the purpose of this Section, every unit member shall be deemed to be employed for 12 months during each school year regardless of the number of months in which the unit member is normally in paid status. Unit members not on duty status will be allowed, but

not required, to work additional assignments. Unit members working within their classification shall be paid their regular rate of pay. Unit members, working outside of their classification, will be paid Step A on the assigned range for the classification of the additional assignment. Such additional hours shall not conflict with the unit member's regularly scheduled assignment. These additional assignments are intended to allow unit members who work less than 12-months additional work opportunities.

- (a) **Summer School and Extended School Year:** The Human Resource Division (HR) shall distribute and process all Summer School positions and applications, HR shall distribute Summer School assignments prior to May 1 of each school year. The District shall not consider outside application for positions for Summer School, if there is a unit member who meets the minimum requirements of the classifications job description.
 - (1) Summer School assignments shall be offered, to unit members that apply to work the summer break, based on their classification. Seniority shall determine all discrepancies. HR shall exhaust utilizing unit members based on classification and then shall offer assignments based on unit members qualification and experience. Unit members qualifications and experience must meet the minimum qualification of the classification job description.
 - (2) The Summer School application shall include all available assignments, including work site and number of hours.
 - (3) Summer School shall be offered to all qualified unit members on a rotating basis. Seniority shall determine all discrepancies.
 - (i) HR shall track the delegation of assignments to ensure positions are offered on a rotating basis.
 - (ii) Unit members must work the entire Summer School assignments.
 - (iii) The District shall provide the Chapter President with a list of employees hired for summer school before the beginning of Summer School.
 - (4) One-on-One Paraeducators shall be given first right of refusal if assigned student is enrolled.
- (b) **Paint Crew:** Selection of Paint Crew shall be subject to Article 6.15 (a) 1, 2, 3 and 4 of this Agreement. However, the Paint Crew will be divided in half as equal as practicable to ensure the balance between the experienced crew members and new crew members.
- (c) **Site Based Programs Beyond Regular School Year:** HR shall distribute and process all site-based positions.

- (1) HR shall ensure that unit members assigned to sites with extended school year programs shall maintain first right of refusal to assignments.
 - (2) Position shall be offered by classification and seniority shall determine all discrepancies.
 - (3) HR then shall offer assignments to unit members outside of the worksite based on unit members qualification and experience.
 - (4) Unit members qualifications and experience must meet the minimum qualification of the classification job description.
- (d) Unit members assigned work in addition to their regular assignment shall be paid not less than the compensation and benefits that are applicable to the classification of the additional assignment during the school year. (Normal rate of pay for some classification and Step A for the classification if working outside of their classification.)
 - (e) When the District schedules school session at times other than the regular academic year, unit members shall be assigned to perform unit work.
 - (f) Unit members whose work year excludes all, or any part of, the period between the end of the school year to the beginning of the next school year, shall not be required to work during this period.

6.16 **Distribution of Non-Permanent Extra Hours to Part-Time Unit Members:** The District shall offer first right of refusal for additional daily hours of employment to available part-time unit members (qualified to perform the work and who request additional daily hours) before employing substitutes and it shall be offered by seniority within the classification at the worksite/location. If the hours cannot be filled, the District will utilize interest cards by classification and seniority. All part-time unit members shall be eligible to work additional hours. Unit members not desiring to work additional hours shall notify Human Resources Department at the beginning of the school year. These extra hours shall be distributed as equitably as possible among available part-time members in each department or worksite from a list established by hire date. Such additional hours shall not conflict with the unit member's regularly scheduled assignment or the extra hours assignment. These extra hours are intended to allow part-time unit members to obtain additional work ahead of substitutes. These extra hours do not invoke adjustment of assigned time provided for in Section 6.2 (a) of this Article or eligibility for Health and Welfare Benefits in Article 8.

6.17 **Additional Permanent Hours:** Whenever possible and under normal circumstances at a particular location, when additional hours are assigned to a position of less than eight (8) hours on a regular basis, the assignment shall be offered to the unit member in the appropriate class with the greatest bargaining unit seniority. This will not preclude the District from posting any of

these positions to be filled in the normal manner.

6.18 **Work Calendar:** CSEA and the District will work towards having a two-year work calendar.

6.19 **Modified Work Schedule:** The district shall establish a modified work schedule consisting of a (10) hour day and a four (4) day workweek for 8-hour and 12-month unit members to select during the Summer Break.

(a) Summer Break begins the Monday after the end of the traditional school year and ends the last Friday of July.

(b) The modified work schedule is selected on a voluntary basis by the unit member.

(c) The District cannot prohibit any qualified unit member from participating.

(d) 12-month unit members working at year-round schools do not qualify.

(e) 12-month unit members working Summer School programs may not qualify if their duties cannot be shifted.

a. Unit members that elect to participate in the modified work schedule must work the modified work schedule for the entire Summer Break. Employees may modify their shift up to two (2) hours before or (2) hours after their start time.

b. Shift must be completed the day the shift commenced.

(f) Requests to return to their regular work schedule will be at the discretion of the Assistant Superintendent of Human Resources or his/her Designee.

(g) The District shall distribute a modified work schedule calendar to each unit member by April 15 of each year.

a. The calendar will display the schedule options for the high schools, district departments, and other sites.

b. The calendar will define the Fourth of July holiday.

(h) To participate unit members must submit a modified work schedule interest form to their immediate supervisor prior to May 1st of each year.

(i) Unit member's immediate supervisor shall submit the modified work schedule interest form to payroll and provide a copy to unit member prior to May 15th of each year.

(j) Overtime shall be paid in accordance with Article 6 Hours and Overtime of the Collective Bargaining Agreement.

(k) Sick leave, vacation, and other leaves taken will be charged and paid on an hour-for-hour basis.

(l) Holiday pay shall be paid in accordance with Article 9 Holiday based on a 10-hour day.

(m) Specific requirements by location:

(1) District department:

- i. District administration will determine department need and will divide shifts as equally as practicable.
 - ii. Unit members shall select a Monday through Thursday or Tuesday through Friday schedule and it shall be offered by seniority.
 - iii. Unit members shall be notified by their immediate supervisor by May 15th of each year notifying unit member of their calendar and confirming their participation.
- (2) High school:
- i. Administrative staff will determine need and will divide shifts as equally as practicable.
 - ii. Unit members shall select a Monday through Thursday or Tuesday through Friday schedule and it shall be offered by seniority.
 - iii. Mid-day and night custodians can voluntarily elect to workday shift hours.
 - a. Mid-day and night custodians can also elect to participate in the Monday through Thursday or Tuesday through Friday schedule, and it shall be offered by seniority.
 - iv. Unit members shall be notified by their immediate supervisor by May 15th of each year notifying unit member of their calendar and confirming their participation.
- (3) Other sites:
- i. Unit members shall work a Monday through Thursday schedule.
 - ii. Unit members shall be notified by their immediate supervisor by May 15th of each year notifying unit member of their calendar and confirming their participation.

6.20 **Time Keeping:** Unit members will use the District established management system for attendance reporting purposes.

- (a) Unit members are required to clock in at the beginning of their shift and out at the conclusion of their shift.
- (b) Unit members agree they will only clock in and/or out for themselves and agree that under no circumstances will they clock in and/or out for other members.
- (c) Unit members are not required to clock in and/or out for breaks and/or lunches.
- (d) Unit members required to use mobile time-keeping applications that require unit members to sign in and out shall not be used to track employees throughout the workday.
- (e) Unit members working extra hours or overtime, will be required to clock out at the end of their regular shift and clock in and out to the extra hour or overtime assignment.

- (f) Unit members are responsible for notifying their immediate supervisor for any missed punches or if their timecard has been tampered with.
- (g) Unit members shall report to work on time. Unit members that are less than 15 minutes late will not be required to fill out the Leave of Absence Form and will not receive a dock-in pay. However, if the unit member has a pattern of being late, the unit member is subject to an Attendance Improvement Plan and therefore subject to disciplinary procedures after that. If a unit member is over 15 minutes late, the unit member will be required to fill out the Leave of Absence Form indicating the time to be used (i.e., sick time, personal necessity, etc.) Unit members consistently late will be subject to an Attendance Improvement Plan and subject to disciplinary procedures.
- (h) CSEA members with a pattern of arriving late, starting early, leaving early, or leaving late, without prior authorization will be placed on Attendance Improvement Plan prior to any disciplinary action.
- (i) No CSEA members shall be required to sign in and/or out on more than one timekeeping system.
 - a. Unit members are required to sign off on their monthly time reports.
- (j) The intent is not to have all employees punch in and out. However, to provide procedural uniformity among unit members regardless of the classification-wide adopted time-keeping method.

ARTICLE 7: WAGES

- 7.1 The regular rate of pay for each unit member shall be in accordance with the rates established for the unit member's assigned classification. This rate of pay applies to unit members working extra duty and Summer School in their regularly assigned classification.
- 7.2 Any employee required by the District to use his/her own vehicle on District business shall be reimbursed at the current IRS rate per mile actually driven.
- 7.3 Any unit member who is promoted or reclassified to a higher classification shall be placed on that step closest to but not less than a five percent (5%) increase in pay of the new classification, but in no event shall placement be at lower than the first step in the salary range nor higher than the last step in the salary range.
- 7.4 Any unit member who is required as a result of a work assignment to have meals away from the District shall be reimbursed for the cost of such meals. The limitation on the cost of required meals shall be in accordance with Board of Education Reimbursement Policy.
- 7.5 Any unit member who is required as a result of a work assignment to secure lodging away from home overnight shall be reimbursed by the District for the cost of such lodging. The limitation on the cost of such lodging shall be in accordance with Board of Education Reimbursement Policy.
- 7.6 Longevity: Effective July 1, 2013, the salary schedule shall be amended to reflect longevity upon completion of 10 years of continuous service, unit members shall receive a 5% longevity increase added to the unit members' regular salary. An additional 5% longevity increase shall be added to the previous range upon completion of each of the following: 15, 20, 25, 30, 35, and 40 years of continuous service with the District.
- 7.7 The District agrees that bargaining unit members shall normally progress on the salary schedule, as provided in the Appendix, in the following manner:
- (a) A new unit member shall be placed at Step A on the assigned range for the classification of assignment.
 - (b) Upon completion of twelve (12) months of employment, said unit member shall have his/her salary range adjusted to Step B on the first working day of the month closest to the hire date of the unit member.
 - (c) The following July 1, and each succeeding July 1, said unit member shall progress on the respective range until reaching Step E.
 - (d) Upon placement at Step E, said unit member shall remain at such salary level until provision of Article 7.6 becomes effective.
- 7.8 **Public Employees' Retirement (AB 340)**
Effective July 1, 2014, the District shall, in accordance with AB 340, converted the Employer

Paid Member Contribution (EPMC) originally negotiated in 1986 in lieu of a salary increase for the unit to an on schedule salary increase for the unit. The salary schedule was increased by 7% for all unit members. Unit members are responsible to pay their contribution of the Public Employee Retirement System.

7.9 **Classified Retirement Bonus Program**

(a) Qualifications for the Retirement Bonus Program shall be:

Option 1

- (1) Must have a minimum of ten (10) consecutive years of service as a classified unit member in the Corona-Norco Unified School District.
- (2) Must be at least 50 years of age and no more than 61 years of age as of July 1 of the year chosen for participation. No unit member shall be eligible for the program beyond the school year in which the unit member reaches the age of 62.

Option 2

- (1) Must have a minimum of twenty (20) consecutive years of service as a classified unit member in the Corona-Norco Unified School District.
- (2) Must be at least 55 years of age and no more than 63 years of age as of July 1 of the year chosen for participation. No unit member shall be eligible for the program beyond the school year in which the unit member reaches the age of 64.

(b) On or before February 15 of the final school year of employment with the District, the unit member must submit an irrevocable letter of resignation from all employment with the District no later than June 30 of that year. No member may participate beyond the school year in which the member reaches the age cap identified in option 1 or 2 above.

(c) The District shall make a one-time bonus payment to the unit member after the irrevocable letter of resignation is accepted by the Board of Education. Such payment will be paid within 30 calendar days after separation from employment. It is understood that present CalPERS regulations do not classify this payment as "salary" for retirement purposes.

(d) Any unit member who participate in and meet all the requirements of the Retirement Bonus Program shall be paid one (1) additional regular month's salary for each of the previous three (3) years. The additional month's salary shall be based on the salary schedule for each of the previous three (3) years (exclusive of the final school year of employment). The total amount for the three (3) years shall be paid to the unit member in a lump sum.

- (e) Should any unit member return to employment with the District following receipt of the Retirement Bonus, that unit member will be required to return to the District the full amount of any such bonus. Any such returning unit member will not be eligible to receive the Retirement Bonus a second time.
- (f) In the event that a classified unit member was in a non-paid status for a portion of any of the previous three (3) years (exclusive of the final school year of employment) the additional salary will be pro-rated. The gross amount for that paycheck shall be the unit member's annual salary divided by the number of months of service for that year. The additional paycheck shall be issued within thirty (30) calendar days after separation from employment.
- (g) In addition to the Retirement Bonus, eligible unit members shall receive a retirement longevity bonus as follows:
 - (1) Any eligible unit member with fifteen (15) years of service within the District shall receive \$2,000 as a bonus upon retirement providing they meet the criteria of a minimum of the consecutive years of service as a classified unit member within the District, be at least 50 years of age, and no more than the age cap identified in option 1 above as of July 1 of their last year of employment.
 - (2) Any eligible unit member with twenty (20) years of service within the District shall receive \$2,750 as a bonus upon retirement providing they meet the criteria of a minimum of the consecutive years of service as a classified unit member within the District, be at least 50 years of age, and no more than the age cap identified in option 1 above as of July 1 of their last year of employment.
 - (3) Any eligible unit member with twenty-five (25) years of service within the District shall receive \$3,500 as a bonus upon retirement providing they meet the criteria of a minimum of the consecutive years of service as a classified unit member within the District, be at least the age threshold (50/55) identified in option 1 or 2 above, and no more than the age cap identified in option 1 or 2 above as of July 1 of their last year of employment.
 - (4) Any eligible unit member with thirty (30) years of service within the District shall receive \$5,000 as a bonus upon retirement providing they meet the criteria of a minimum of the consecutive years of service as a classified unit member within the District, be at least the age threshold (50/55) identified in Option 1 or 2 above, and no more than the age cap identified in option 1 or 2 above as of July 1 of their last year of employment.

7.10 Effective July 1, 2021, there shall be an across-the-board salary increase of 3.11% to all qualified unit members for 2021-2022 school year. Plus, a one-time one (1) percent off salary schedule for the 2021-2022 school year.

7.11 **Professional Growth - Tuition Reimbursement**

The District will maintain a tuition reimbursement program for members of the bargaining unit so as to enable unit members to achieve professional growth. The following provisions will apply to said program.

The District shall annually contribute on behalf of CSEA fifty thousand (\$50,000) dollars each school year to reimburse the cost of tuition, mandatory fees, and/or the costs of books/required supplies or materials for bargaining unit members who take courses at qualifying institutions where courses are reasonably related to the position held by the unit member or are reasonably related to positions within the District for which the unit member could expect to become qualified. Unit members, upon written request shall be eligible for an amount of up to \$700 dollars a semester and up to \$1,400 dollars a year. Left over monies will roll over to the following year and added to the annual contribution. District shall provide CSEA with an updated balance of funds before January 1st of each year. The District shall notify CSEA Chapter President once tuition funds are exhausted. The District shall provide to CSEA Chapter President the balance of the tuition reimbursement program at the end of the school year.

ARTICLE 8: HEALTH AND WELFARE BENEFITS

- 8.1 Effective January 1, 2021, the District shall pay 100% of medical plan premiums increases for the 2021-2022 and 2022-2023 school year. Contributions are contingent on current medical plan options offered through Self-Insured Schools of California (SISC). If plan offerings change the District will pay based on current funding levels pending further negotiations.
- The employee plus child tier is not available to unenrolled unit members. Only those unit members enrolled in the employee plus child tier as of June 30, 2013, are included in the special offer tier. Should these unit members change to another tier, they will no longer be eligible to re-enroll for the special offer tier. The above benefit caps are to be used toward the payment of premiums for District medical benefits, dental, and vision insurances.
- 8.2 The parties agree to negotiate further increases of employer contributions for health and welfare. The intent of the parties is to obtain a more permanent employer contribution solution to achieve maintenance of benefits at or above parity with other employee groups and surrounding public education employers.
- 8.3 Effective July 1, 2013, all unit members working 4 hours (20 hours per week) or more must participate in District offered medical insurance.
- Exceptions:
- (a) Unit members hired prior to July 1, 2013, who work 7.2 hours (36 hours per week) or more and have previously opted out of District offered medical insurance coverage may continue to opt out with proof that they have medical insurance coverage from other sources. Unit members who have opted out of District offered medical insurance and subsequently elect District offered medical insurance will not be allowed to opt out again.
- Unit members working four (4) hours (20 hours per week) or more, but less than 7.2 hours (36 hours per week) may opt out of District offered medical insurance coverage with proof that they have medical insurance coverage from other sources.
- (b) Unit members, working four (4) hours (20 hours per week) or more hours, who can prove that they have medical insurance coverage from other sources, will be eligible to utilize up to \$1,000 per year for district insurances other than medical benefits. Only one insurance plan type per provider (i.e., one dental, and/or one vision, and/or one supplemental life) may be selected.
- 8.4 All unit members working four (4) or more hours will receive a \$45,000 life insurance policy paid by the District.
- 8.4.1 Effective July 1, 2013, the District shall contribute \$10.00 tenths (\$100 annually) for all benefit eligible bargaining unit members who voluntarily participate in a CSEA endorsed disability

insurance program offered by the District.

8.5 Effective July 1, 2015, the District will contribute the equivalent of the two-party in Section 8.1(a) of this Article toward medical, dental and vision insurance coverage for classified unit members who retire and meet the following criteria:

- (a) Must have a minimum of ten (10) years of service as a classified unit member in the District at the time of retirement, as determined by anniversary date immediately preceding retirement. Must have been eligible for benefits prior to the date of retirement (regardless of participation in District offered medical, dental or vision insurance).
- (b) Must be fifty (50) years of age at the time of retirement. Those unit members hired after July 1, 2007, must be fifty-five (55) years of age at the time of retirement. Should the federal government change the requirements on eligibility for Medicare and the age increases from sixty-five (65), the District will continue to pay the equivalent of the two-party in Section 8.1(a) of this Article each year, pending further negotiations.

Retired unit members electing to participate in this program will retain eligibility until completion of the insurance year during which the unit member reaches age sixty-five (65) or becomes eligible for Medicare.

8.6 Unit members shall receive insurance coverage the first of the month following their hire date.

8.7 **Cash Back:** Unit members hired prior to February 14, 1992 are frozen at \$3,200.00 per year. Any amount not used toward the District insurance plans shall be utilized toward cash back. Each unit member must participate in a District medical insurance plan or be insured under spouse's medical insurance plan.

ARTICLE 9: HOLIDAYS

9.1 The following dates shall be paid holidays for unit members in accordance with Sections 9.2 and 9.3 below. The dates for observation of holidays not specified by law shall be subject to negotiation between the parties.

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Admission Day
9. Veterans Day
10. Thanksgiving Day
11. Thanksgiving Friday
12. Christmas Eve Day
13. Christmas Day
14. New Year's Eve Day
15. Every day appointed by the President or the Governor of California for a public fast, Thanksgiving or holiday, or any day declared a holiday by the Board of Education.

9.2 Except as otherwise provided in this Article, a unit member must be in a paid status on the workday immediately preceding or succeeding the holiday in order to be paid for the holiday.

9.3 A unit member who is not normally assigned to duty during the holidays of December 24, December 25, December 31, and January 1, shall be paid for those holidays provided the unit member was in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the Winter Recess period.

9.4 When a legal holiday listed falls on a Sunday, the following workday not a holiday shall be deemed to be the holiday. When a holiday listed falls on a Saturday, the preceding workday not a holiday shall be deemed to be the holiday.

9.5 When a unit member is required to work on any of the listed holidays, he/she shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half (1-1/2) the unit member's regular rate of pay. Under certain conditions if a unit member is required to work overtime on a designated

holiday (as identified on the Classified calendar) he/she may or may not be paid at the rate of two (2) times the overtime rate of pay. Reference Article 6 Hours and Overtime Section three (3), Section seven (7), and Education Code (EDU) § 45128.

(a) Section 3 Work Year:

(1) “The work year for 12-month unit members shall include all calendar days less holidays, vacation and weekends not to exceed 260 days. Any year where the days exceed 260 (i.e., 261 or 262) the additional day(s) shall be calendared as a non-contract day(s) during the Winter Recess period.”

(a) Section 7 Holiday Overtime Pay:

(1) All hours worked up to eight (8) hours on holidays designated pursuant to this Agreement shall be paid at the rate of one and one-half (1-1/2) times the unit member’s regular rate of pay in addition to pay for the holiday. All hours worked over eight (8) hours on holidays designated pursuant to this Agreement shall be paid at the rate of two (2) times the overtime rate of pay. Advanced approval to work overtime must be authorized by the unit member’s immediate supervisor.

(b) EDU § 45128:

(1) For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

ARTICLE 10: VACATION PRIVILEGES

10.1 Unit members are granted vacation privileges in accordance with the provisions of this Agreement.

10.2 The amount of vacation time provided shall be as follows:

<u>YEARS OF SERVICE</u>	<u>9 MONTH EMPLOYEE</u>	<u>9.5 MONTH EMPLOYEE</u>	<u>10 MONTH EMPLOYEE</u>	<u>10.5 MONTH EMPLOYEE</u>	<u>11 MONTH EMPLOYEE</u>	<u>12 MONTH EMPLOYEE</u>
1	9.00	9.50	10.00	10.50	11.00	12
2	9.00	9.50	10.00	10.50	11.00	12
3	9.00	9.50	10.00	10.50	11.00	12
4	9.00	9.50	10.00	10.50	11.00	12
5	9.00	9.50	10.00	10.50	11.00	12
6	9.75	10.29	10.83	11.37	11.92	13
7	10.50	11.08	11.67	12.25	12.83	14
8	11.25	11.88	12.50	13.13	13.75	15
9	12.00	12.67	13.33	14.00	14.67	16
10	12.75	13.46	14.17	14.87	15.58	17
11	13.50	14.25	15.00	15.75	16.50	18
12	14.25	15.04	15.83	16.62	17.42	19
13	15.00	15.83	16.67	17.50	18.33	20
14-15	15.75	16.63	17.50	18.38	19.25	21
16-19	16.50	17.42	18.33	19.25	20.17	22
20-21	17.25	18.21	19.17	20.13	21.08	23
22-24	18.00	19.00	20.00	21.00	22.00	24
25	18.75	19.79	20.83	21.88	22.92	25

10.3 If a unit member has seventy-five percent or more of illness leave granted for the year left on record at the end of June each year, the unit member will be credited with one (1) extra day vacation in the next year. If the unit member has one hundred percent of the illness leave granted for the year remaining on record at the end of June each year, the unit member will be credited with two (2) extra vacation days for the following year plus have the option of moving one day of Illness leave to Vacation or vice versa. This request to move the day must be completed in writing by July 31 to Payroll. For purposes of this paragraph, Bereavement, Jury Duty, Military and Vacation days are not subtracted from Illness leave.

10.4 Unit members employed on less than a full-time basis and hourly unit members are granted

- vacation time on a pro-rated basis in proportion to the number of hours served.
- 10.5 **Advanced Vacation for Non-Vested Unit Member:** Vacation shall accrue from the first month of employment on a monthly basis, but shall vest only upon the successful completion of six months of service. A unit member may utilize the annual vacation during the year in which it is earned, during Winter and Spring Break only, notwithstanding whether it is yet vested.
- 10.6 A unit member who terminated employment after completion of the six-month vesting period shall be entitled to payment for any accumulated, unused vacation.
- 10.7 Unit members shall schedule and utilize vacation during the year in which it was earned. Unit members shall, accrue vacation not to exceed twenty-five (25) days. Accrued but unused vacation days not to exceed twenty-five (25) days from the current or past years shall be carried forward from year to year as presently provided by law and by the rules and regulations of the District which are in effect as of the ratification date of this Agreement. Vacation days in excess of twenty-five (25) days shall be paid to unit members in a separate check. Excess payouts will be paid in July for the prior fiscal year up to twenty-five (25) days. Effective July 1, 2014, unit members with accrued vacation in excess of twenty-five (25) days may request payouts of excess vacation days.
- 10.8 Specific days during which vacation may be taken are subject to prior written approval of the unit member's immediate supervisor. Prior to the end of each school year Human Resources will send a memo to administration regarding best practices regarding vacation. Administration will then communicate important dates to unit members with-in the first month of a unit member's work year. For student contact unit members, vacation days must be taken during Winter Break, days as assigned and Spring Break if on traditional track. Any remaining vacation days may be used as the unit member desires, subject to prior written approval of their immediate supervisor and submitted on the District Leave of Absence Usage form. All District Leave of Absence Usage forms shall only be signed by the unit members immediate supervisor.
- 10.9 A unit member's immediate supervisor must approve vacation within five (5) working days from the date request. The five (5) day window period does not limit an immediate supervisor from approving unit members District Leave of Absence Usage form to same day. If a vacation request is denied, the immediate supervisor shall include the reason for the denial on the District Leave of Absence Usage form. The immediate supervisor cannot deny vacation due to vacancies and/or the lack of substitutes. Seniority shall be used to resolve conflicts that will arise if and when unit members in the same classification submit a request for vacation on the same day for the same time period.
- 10.10 Bargaining unit members assigned at the year-round schools as 12-month employees with the exception of custodians shall have the option of taking the non-student contact days during the

Winter Break as days without pay. Twelve-month employees are allowed to request vacation for Summer, Spring, and Winter Break. Each unit member shall notify the Payroll Department in writing by November 15 should they want to take the days without pay. Failure to notify will result in vacation days being deducted.

- 10.11 Unit members returning from lay-off status shall receive a full year of credit for vacation accrual purposes providing they return to active status on or before November 15th of the current year.

ARTICLE 11: LEAVES

11.1 Illness Leave

- (a) During the term of this Agreement, such illness leave shall accrue at the rate of one (1) day per full calendar month employed. Illness leave shall accrue indefinitely. Accrued, but unused illness days from the current or past years, shall be carried forward from year to year as presently provided by law and by the rules and regulations of the District which are in effect as of the ratification date of this mutual written Collective Bargaining Agreement. Unit members shall be credited with a full year's illness leave according to his/her work assignment. The illness leave so credited may be used by the unit member at any time before it is actually earned. However, a new probationary unit member of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be entitled until the first day of the calendar month after completion of six (6) months of active duty with the District. In the event of termination of employment, an adjustment will be made in the final pay if the unit member has been paid for more illness leave than earned.
- (b) Up to half of the annual sick leave granted may be used to attend to an illness of or take to a doctor for preventive care, the unit member's child (regardless of age or dependency status), parent, parent-in-law, or spouse, registered domestic partner, grandparent, grandchild, or sibling. The District may require a statement of verification from a physician or a recognized practitioner verifying the illness of the employee's family member. The definitions of "child" and "parent" in Labor Code Section 233 apply to this Section.
- (c) At the beginning of the fiscal year following a unit member's original employment, the unit member shall be credited with the unused portion of his/her accrued illness leave plus the full year's illness leave for that fiscal year. Unused illness leave shall be thereafter carried forward from year to year.
- (d) Upon return from leave of absence due to illness, the unit member is required to complete the Classified Leave of Absence Usage form. Should a unit member be absent due to illness for five (5) days or more, the District may require a release from the unit member's doctor certifying that the unit member is able to medically return to work, at the unit member's expense. The expense of a medical certification for any other reason shall be borne by the District.
- (e) Upon expiration of the unit member's annual and accumulated sick leave, the unit

member is entitled to his/her regular salary less fifty percent (50%) for each day of absence due to personal illness, injury or accident for a period of 100 working days or less. Extended sick leave shall include full-paid sick leave, current and accumulated, but shall be exclusive of any other paid leave, holidays, vacation, industrial accident leave, or compensatory time to which the bargaining unit member may be entitled. Once the bargaining unit member exhausts all full-paid sick leave, he/she shall be entitled to 50% pay for the remainder of the 100 days.

- (f) After a unit member has exhausted his/her illness leave, vacation, extended sick leave and other available paid or unpaid leave and if the unit member is not medically able to assume the duties of the person's position, he/she, in accordance with Education Code Section 45195, will be placed on the reemployment list for their classification. All vacation and any other paid leave shall be applied prior to placement on the 39-month reemployment list. If at any time when on the 39-month reemployment list, a unit member can assume the duties of his/her position (as certified in writing by a physician), the unit member shall be reemployed in the first vacancy in the classification of his/her previous assignment. The unit member shall be employed in preference to all other applicants except those laid off for lack of work or funds, in which case, the unit member shall be ranked according to seniority.
- (g) Unit members with more than ten (10) days of accumulated illness leave and at least one year of service in the District may donate as many of their personal sick leave days, beyond their ten (10) days of accumulated illness leave, as they wish to immediate family members, who are classified employees of the District. Immediate family member is defined in Section 11.4 (Bereavement Leave) of this Article.

11.2 Illness Leave and Vacation During Board Holidays

When a unit member is ill and on illness leave or when he/she is on paid vacation, he/she shall not have deducted an illness leave or a vacation day in the event that a holiday occurs during such time.

11.3 Illness Leave and Vacation Privilege During Leave of Absence

When an unpaid leave of absence is granted, illness leave, and vacation privileges will not continue to accrue. The unit member, however, will not lose such vacation or illness leave privilege which has accrued up to the time of taking his/her leave of absence.

11.4 Bereavement Leave

When death occurs in the immediate family of any unit member, the unit member shall be entitled to five (5) days of absence for bereavement. When unusual circumstances exist, the Superintendent or Designee may authorize a longer period of bereavement leave with full salary

compensation, not to exceed five (5) additional days. Members of the immediate family and/or step family, as used in this Section, mean the mother, father, grandmother, grandfather, or grandchild of the unit member or the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, foster child, brother, brother-in-law, sister, or sister-in-law of the unit member or the unit member's spouse, or any other relative living in the immediate household of the unit member or other relatives or close family members as approved by the Assistant Superintendent of Human Resources. It is expected the unit member will take bereavement days within 45 days of the date of death.

11.5 **Unpaid Leave of Absence**

- (a) Unit members with a record of service in the District of less than five (5) years are eligible to request for cause a leave of absence for a period of time not to exceed two (2) calendar months. Unit members with a record of service in the District of more than five (5) years are eligible to request for cause a leave of absence for a period of time not to exceed four (4) calendar months. Such leave, if granted, shall be without salary compensation.
- (b) Each request will be judged on its own merit by the Board of Education or its Designee. This leave, if granted, entitles the unit member to return to the position held at the time of leaving with accrued benefits which were to the unit member's credit at the time leave began.
- (c) When a unit member finds it necessary to be absent from his/her position for any reason other than leave to which the unit member is entitled and for a period of time not covered by a leave of absence requested and granted, the unit member automatically relinquishes all rights to employment with the District.

11.6 **Educational Leave**

The District shall authorize an unpaid educational leave for a period of up to six (6) months for the purpose of allowing a unit member enrolled in a teaching credential program to complete student teaching requirements at a K-12 public school and/or taking classes for professional development (i.e., technical colleges/programs, school counseling programs, physical and speech therapy programs).

- (a) If a unit member wishes to take unpaid leave for a reason other than a teaching credential program. The unit member must submit a brief description to the Assistant Superintendent of Human Resources describing the school and program unit member is attending and provide a brief statement that explains how the program will enhance his/her role at the District.
- (b) After receiving a statement, the Assistant Superintendent of Human Resources may grant

unpaid leave or decline it within ten (10) days.

(c) The decision of the Assistant Superintendent of Human Resources shall be final.

(d) A unit member may apply for a second unpaid educational leave if required by the university or college.

11.7 **Jury Duty**

Leave of absence will be granted to unit members regularly called for jury duty in the manner provided by law. The unit member must submit a copy of the jury summons to the supervisor prior to serving. When such leave is granted, the unit member is entitled to his/her regular salary less fees received for jury duty. To expedite this provision, the unit member will be paid full salary by the District while he/she is on jury duty. Fees received for jury duty shall be deposited with the District where such daily fee does not exceed the daily wage of the unit member. Any unit member who is required to serve four (4) hours or more of the day on jury duty shall be relieved from work with pay for that calendar day.

11.8 **Pregnancy Disability**

(a) The Board shall authorize a unit member to take a leave of absence without pay when a unit member is disabled by pregnancy, childbirth, or related medical condition. The unit member is entitled to use illness leave benefits as defined in this Agreement. Any leave, paid or unpaid, taken for disability caused by pregnancy, childbirth, or related medical conditions shall count against any entitlement to unpaid leave with paid health benefits provided by the Pregnancy Disability Leave Act (Government Code Sec. 12945).

(b) Unit member may continue in active employment as late into her pregnancy as she desires, provided she can adequately perform her essential duties and responsibilities, with or without accommodation, and has submitted the necessary doctor's certificate. Specifically, as soon as practicable, but not less than 30-days in advance of leave when practicable, a statement from the physician is required by the Human Resources Division indicating the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth, or a related medical condition, the expected date of commencement of leave, and estimated duration of the leave. Additionally, with proper medical certification, an employee shall be provided reasonable accommodation in accordance with the Pregnancy Disability Leave Act.

(c) The unit member must provide sufficient notice of at least 30 days to the District when the unit member plans to be absent because she is disabled by pregnancy, childbirth, or a related medical condition, so that the District can plan appropriately.

(d) After the birth and once medically cleared by the employees' doctor to return to work the unit member shall be required to return to her full-time work unless she requests and is

approved for additional leave, such as parental leave under Article 11.9. A statement from the physician indicating that she is medically able to return is required. If not medically able to return, the unit member will either be placed in, or continue a leave of absence for illness status as defined in this Agreement. However, should the attending physician so designate, the unit member may come back to work earlier at the discretion of the unit member and the doctor.

11.9 Parental Leave

- (a) As provided by Education Code Section 45196.1, employees shall be entitled to paid parental leave as set forth in this Section. Parental leave shall be defined as leave for the birth of a child of a unit member or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member within twelve (12) months of the birth or placement. This leave is commonly referred to as bonding leave.
- (b) Employees shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.
- (c) When an employee has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA; Government Code Section 12945.2), he/she shall be entitled to 50% pay for any of the remaining twelve (12) workweek period. Such 50% pay shall be paid as set forth in Section 11.1(e) above but shall not count against the leave entitlement set forth in that Section. In order to use 50% pay, the employee must be eligible for leave under the California Family Rights Act, except that he/she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.
- (d) Any leave taken under this Section shall count against any entitlement to child-bonding leave under the California Family Rights Act. The aggregate amount of leave taken under this Section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.
- (e) An employee shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period. If both parents work for the District, each is entitled to twelve (12) workweeks of leave for the birth or placement for adoption or foster care of a child.
- (f) Leave under this Section shall be in addition to any leave taken for pregnancy or childbirth-related disability.
- (g) An employee shall give at least thirty (30) calendar days' notice of the birth of a child

and intent to take parental leave under this Section. Leave shall be taken in increments of at least two (2) weeks' durations except on two (2) occasions. Leave under this Section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

- (h) While out on parental leave a unit member is entitled to health benefits received before the commencement of the leave.

11.10 **Personal Necessity Leave (This is Deducted from Your Illness Leave)**

No more than seven (7) days per academic year of leave of absence for illness or injury allowed pursuant to Education Code Section 45207 and this Agreement may be used by the unit member in the following cases of personal necessity.

- (a) Death of a member of his/her immediate family. An immediate family defined as a son, daughter, mother, father, brother, sister, grandmother, grandfather, grandchild, brother-in-law, or sister-in-law of the unit member or the spouse of the unit member, or any other established member of the immediate household of the unit member, as determined by the Assistant Superintendent, Human Resources Division. (This would be in addition to the normal bereavement leave.)
- (b) Accident, involving his/her person or property, or the person or property of a member of his/her immediate family, as defined above, of such an emergency nature that the immediate presence of the unit member is required during his workday.
- (c) Appearance in court as a litigant, or as witness under official order.
- (d) Serious or critical illness of a member of the immediate family as defined above, calling for services of a physician, and of such an emergency nature that the immediate presence of the unit member is required during his/her workday and which may require verification by a physician's statement.
- (e) Religious holidays peculiar to his/her faith.
- (f) Adopted parenthood when receiving the child into the home.
- (g) Marriage of members of the immediate family.
- (h) Graduation of members of the immediate family.
- (i) Comprehensive College Exams.
- (j) Additional situations, subject to the prior approval of the Assistant Superintendent, Human Resource Division.
- (k) Not more than two (2) of these seven (7) days of absence may be used by the unit member for personal business.

11.11 **Family Care Medical Leave (FCML)**

- (a) Eligible unit members are entitled to leave under the terms of the Federal Family and Medical

Leave Act (FMLA), the California Family Rights Act (CFRA), and the District Board Policy 4320.

11.12 **Industrial Accident or Illness Leave**

Pursuant to the provisions of Education Code 45192, unit members shall be provided leave of absence for industrial accident or illness under the following rules and regulations.

- (a) The accident or illness must have arisen out of and in the course of employment of the unit member and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Appeals Board.
- (b) Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability and shall not exceed sixty (60) days during which the schools of the District are required to be in session.
- (c) Allowable leave shall not be accumulated from year to year.
- (d) The leave under these rules and regulations shall commence on the first day of absence.
- (e) When a unit member is absent from his/her duties due to industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the accident occurs, as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- (f) Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of temporary disability indemnity award.
- (g) When industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- (h) The benefits provided by these rules and regulations shall be applicable to all unit members immediately upon becoming an employee of the District.
- (i) Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated illness leave, which when added to his temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.
- (j) Any unit member utilizing industrial leave provisions must comply with procedures established by the District and use District authorized physicians unless an accepted form to use their personal physician is on file in the Business Office prior to the injury. Each unit member shall be provided with said accepted form at the time of insurance notification. If a unit member fails to use a District authorized physician for an industrial

injury, he/she may be liable for any expense incurred as well as having the claim rejected.

- (1) Only absences specifically authorized by a physician's statement will be accepted as industrial leave.
- (2) When unit members have temporary disabling medical conditions, temporary modified or light duty assignments can allow the District to continue to use their valuable knowledge, skills, and abilities while minimizing time away from work. Temporary modified/light duty assignments may also serve to facilitate the unit member's transition back to regular duties or full-time work.

Unit members may be offered up to a 90-day modified or light duty assignment when a temporary medical condition prevents the performance of the essential functions of their current assignment or position. The District shall determine, on a case-by-case basis, whether a suitable temporary position currently exists to accommodate the physical restrictions specified by the unit member's medical provider.

11.13 **Military Leave**

A unit member shall be entitled to military leave pursuant to applicable statute.

11.14 **Catastrophic Leave Program**

The District and the Association agree to the establishment of a Classified Unit Member Catastrophic Leave Program (Catastrophic Leave Program). The intent of this Catastrophic Leave Program is to provide additional financial protection to unit members when they, or a member of his or her family, experience a period of prolonged illness/injury or hospitalization.

- (1) **Definition:** Catastrophic is defined as a potentially illness or injury of a catastrophic nature which has affected the life function of the unit member or member of his or her family for a period of longer than thirty (30) calendar days.
- (2) **Administration of the Program:** A Catastrophic Leave Program Committee (Committee) shall be administered by the Human Resources Administrative Director and the CSEA Chapter President.
- (3) **Exhausting Accruals:** Prior to being eligible for the Catastrophic Leave Program unit members must exhaust sick leave and vacation leave.
 - (a) Unit members out on leave that wish to utilize vacation time must submit an email to the Human Resource Administrative Director requesting the use of vacation time. The District shall not prohibit or create barriers for the use of vacation while a unit member is out on leave.
- (4) **Eligibility:** In order to be eligible to receive Catastrophic Leave donations, the unit member must have exhausted all available accrued paid leave credits, which includes, but

is not limited to, industrial injury leave, illness leave, compensatory time off and vacation. Unit members are eligible to make a request for donations not to exceed forty (40) days, subject to the conditions of this Agreement.

- (5) **Donation of Days:** Classified unit members with more than ten (10) days of accumulated illness leave and at least one year of service in the District may participate in donations to the Catastrophic Leave Program. A unit member may elect to participate in the program by donating a maximum of eight (8) days of his/her accumulated illness leave or accrued vacation to another member. No requesting unit member may receive more than eight (8) days from a donating unit member. Any member's remaining illness leave may not drop below ten (10) days after a donation. This will be based on the school year of the donating unit member. Any donation of illness leave or accrued vacation is irrevocable, although excess donation of days will be returned to members based on the day of official receipt of donation.
- (6) **Donation Procedures:** The Association will be responsible for notifying unit members of the need for donations to the Catastrophic Leave Program. The Human Resource Division will be responsible for notifying the Payroll Department of approved request for participation/donations in the Catastrophic Leave Program. Forms for donations will be available through the CSEA, Chapter 369, office, or the Human Resource Division. Completed forms are to be sent directly to the Human Resources Division with copies to be distributed accordingly.
- (7) **Procedures to Use Leave-Conditions Restrictions:**
 - (a) A unit member electing to use the Catastrophic Leave Program shall complete an appropriate form in order to request donations. The unit member must submit this form to the Catastrophic Leave Program in Human Resources. It is understood that by submitting a request the unit member will be published for donation. An attending physician's statement which verifies the catastrophic illness or injury and gives an estimated date of the unit member's return to work is required. Upon request by the Committee, a release will be signed by the unit member giving authorization to verify any and all needed information for the use of the Catastrophic Leave Program. This information will be made available to the Committee members and/or the District when appropriate. All information will be treated as confidential. Failure of the unit member to submit a completed application, including medical information provided by the applicant's physician, within twenty (20) calendar days, will disqualify the unit member from further Catastrophic

Leave donations.

- (b) In the event that the unit member is personally unable to apply for Catastrophic Leave, an immediate family member or unit member's agent may make the request for the applicant.
 - (c) When the unit member may reasonably be presumed to be eligible for disability under PERS, Social Security, or other disability insurance, the Catastrophic Leave Committee may elect to deny the request of donations.
 - (d) If there are insufficient donations, there is no obligation to grant leave hereunder in whole or in part. Neither the District, Association, and/or Committee shall be legally responsible if there are insufficient donations to provide Catastrophic Leave.
 - (e) Catastrophic Leave Program shall not be available to any unit member who sustains the illness or injury while on a Leave of Absence that was granted for any reason other than medical for the member or a member of the family.
- (8) **Allowable Days:** An initial request shall not normally exceed forty (40) days. A unit member may request an additional forty (40) days by filing an additional request for consideration by the Catastrophic Leave Program Committee. The maximum number of days allowed to be utilized by one (1) unit member for a single injury/illness shall not exceed eighty (80) days. The number of donation days needed by the unit member shall be specified in the initial request.
- (9) **Method of Payment:** When a unit member uses a day through the Catastrophic Leave Program, pay for that day shall be at the same rate the unit member would have received had he/she worked that day. No distinction shall be made as to the differing pay rates of the donor and/or the recipient.
- (10) **Use and Extension of Personal Necessity Under the Catastrophic Leave Program**
Guidelines: Under the provisions of the Catastrophic Leave Program, catastrophic illness of a member, or an immediate family member as defined by Section 11.4 of this Article, may extend the use of the maximum number of days of Personal Necessity Leave allowed. The extension of Personal Necessity Leave as per the Catastrophic Leave Program will be approved by the Superintendent or his/her Designee upon the request of the Catastrophic Leave Program Committee and will only be allowed to extend to the number of illness leave days the unit member has accumulated. Requests and approvals for the extension of Personal Necessity Leave over the maximum allowed by the District, prior to the unit member taking such leave, is required. A physician's written verification of the catastrophic illness may be required by the Catastrophic Leave Program

Committee and will be provided by the unit member upon request.

- (11) **Retrieval of Donated Illness Leave/Vacation Non-Grievable:** Retrieval of donated illness leave/vacation used by another unit member pursuant to the provisions of the Catastrophic Leave Program shall not be subject to the grievance procedure. It is understood that donated illness leave/vacation is an irrevocable deposit and cannot be rescinded for any reason, although excess donation of days will be returned to members based upon the date of official receipt of donation.
- (12) **Termination of Catastrophic Leave Program:** In the event of a natural disaster or catastrophic event, the Superintendent shall retain the right to suspend the provisions of this Agreement temporarily upon written notice to the Association.
- (13) **Hold Harmless:** Any unit member who donates illness leave/vacation days for the Catastrophic Leave Program must sign an agreement stating the unit member agrees to hold the District and the Association harmless for any and all claims and liabilities arising out of such donation. Nothing in these provisions should be construed as a guarantee of any set amount of donation of days of or to any unit member. Neither the Association nor the District will be held liable for the number of illness leave or accrued vacation days donated, or the result of a donation made (i.e. PERS retirement credit). No part of the Agreement is intended to imply that the application of the Catastrophic Leave Program outlined above will be retroactive.

ARTICLE 12: TRANSFER POLICY

12.1 Definition

“Transfer” is defined as a change in a unit member's worksite, and/or hours without a change in classification.

12.2 Request

Transfer requests may be made at any time after the unit member has completed probation in the classification. The request shall be submitted in writing to the Human Resource Division. The unit member may arrange for an appointment with the Administrative Director of Human Resources at the time of the request to discuss the possible transfer. A request will be valid through December 31st of each year. Renewal shall be subject to a written request from the unit member. A notification of the transfer procedures shall be emailed to all classified unit members before January 1st and July of each year.

12.3 Transfer Consideration

Transfers on file for the same classification will be interviewed and given first consideration. If a vacancy is filled through a transfer, the following factors will be considered: skills, abilities, job performance and suitability for the position. If there are no distinguishing differences between candidates, preference shall be given to the senior applicant.

- (a) In those circumstances where three (3) or more qualified unit members interview for a vacant position, the District shall select one such unit member to fill said vacancy.
- (b) In the event that less than three (3) qualified unit members interview for a vacant position, the District may consider those unit members.
- (c) Unit members on an Attendance Improvement Plan may not transfer until unit members improves their attendance and they are no longer on the Attendance Improvement Plan.
- (d) Once transfers are filled the remaining vacancies will be posted on EdJoin with permanent unit members given first consideration.

12.4 Voluntary Transfers

A “voluntary transfer” is defined as a change in a unit member’s worksite without a change in classification at a unit member's request or with a unit member's agreement.

12.5 Involuntary Transfers

An "involuntary transfer" is a transfer accomplished at the request of the District, and without unit member agreement. Involuntary transfers will be the responsibility of Human Resources. However, the District will meet and confer with CSEA regarding involuntary

transfers. CSEA will be given a minimum of five (5) days prior notice of any involuntary transfer. Nothing in this Section will preclude the District from making involuntary transfers for reasons of emergency. If the unit member questions such involuntary transfer, unit member shall be entitled to meet with the appropriate administrator to discuss the reasons for the decisions. An involuntary transfer shall not adversely affect the unit member's regular compensation, as defined by this Agreement, or classification.

(a) **Paraeducators Displacement Due to Change in Program/Worksite:**

The District will offer displaced paraeducators positions according to the following procedures.

- i. A master vacancy list will be provided to all displaced unit members.
- ii. An updated seniority list of all displaced unit members will be provided to the CSEA Chapter President and Labor Relations Representative.
- iii. The District shall always seek volunteers at effected worksite prior to displacing unit member by seniority.
- iv. The District shall make every effort not to displace a paraeducator more than once a year.
- v. The displaced unit members will be contacted by phone to select from the vacancy list.
 - a. It is understood that positions listed may or may not be available at the time the unit member is contacted due to unit members with higher seniority.
- vi. A unit member shall select placement within 24-hours of being contacted. If a unit member does not contact HR within the 24-hour time frame, then HR shall select the assignment for that unit member.
 - a. Contacted entails that an HR representative will have a verbal conversation with a unit member and offer a position.
 - b. This does not preclude the District from emailing a unit member after HR has made three (3) attempts on separate days to contact unit member over the phone.
 - c. To the extent possible, all phone contacts with a unit member shall be made during regular business hours.
 - d. HR shall keep a log to document date and times of all calls, attempts, offers, and acceptance of offers.

(b) **Special Education Program:** Paraeducators assigned to special programs in the Special Education department shall be noticed of their assignment for the following school year

one (1) month prior to the start of the new school year.

- i. All paraeducators must be assigned to positions by seniority.
- ii. All paraeducators must be assigned to a specific worksite and/or classroom.

(c) **Displacements at Worksite:**

- i. Displaced unit members that prefer to remain at their current site, by seniority, shall have the first right of refusal vacancies based on both (1) hours and (2) program setting at the worksite location.
- ii. After all vacancies have been filled at each individual worksite where a displacement occurred the District shall utilize an updated master vacancy list outlined above 12.5 b (i) and fill positions according to (1) seniority, (2) hours, and (3) program setting.
- iii. Based on unit members seniority, the District shall offer unit members the first right of refusal to a vacancy of their choice based both (1) hours and (2) program setting.
- iv. In the event there are no vacancies available for a displaced paraeducator the District shall notify and negotiate with CSEA within (5) days of discovery.

12.6 **Temporary Reassignment**

The District may temporarily reassign unit members without affecting salary and benefits.

12.7 **Mileage Compensation During Temporary Assignments**

A unit member required to drive his/her own vehicle in order to work at a worksite on involuntary temporary assignment which is more than five (5) miles from the unit member's normal worksite, shall be compensated for the total one-way mileage difference between the normal worksite and the temporary worksite at the amount established by Board of Education Policy or the IRS rate, whichever is higher for reimbursement for mileage, provided that the unit member submits a request for reimbursement according to established District procedure. Summer assignments for ten (10) month unit members or eleven (11) month unit members shall be considered additional rather than temporary assignments and shall not be eligible for mileage reimbursement under this provision.

12.8 All notices for vacant positions shall be posted for seven (7) workdays.

ARTICLE 13: PROMOTION

13.1 Definition

Promotion shall be defined as a move to a higher job classification for a vacancy not filled in the transfer process.

13.2 First Consideration

Permanent unit members (see definitions Article 2.8) shall be given first consideration in filling any job vacancy which can be considered a promotion; thereafter, non-permanent, (newly hired to the District) unit members may be considered.

13.3 Posting of Notice

- (a) Notice of all promotional job openings shall be posted on EdJoin and on bulletin boards in prominent locations at each facility. The posting shall include the form of testing that will be used to determine qualification status (example written test, oral test through interview, and/or hands on demonstration).
- (b) Notice of all promotional job openings shall be sent to each unit member electronically through email.
- (c) The job vacancy notice shall remain posted for a period of seven (7) full working days, during which time unit members may file for the vacancy.
- (d) The District will provide on-going communication and training regarding the promotion process.

13.4 Notice of Contents

The notice shall include: the job title, the assigned job site, the number of hours per day, regular assigned work shift times, months per year assigned to the position, the salary range, benefits, the deadline for the vacancy and all documents required to complete the application process. Refer to job description for duties, minimum qualifications, license or certificate requirements. The assigned job site and regular work shift times for Special Education and Bilingual Paraeducator positions will be included in the notice if known at the time of posting.

13.5 Application Process

- (a) As defined in 13.1 any unit member may file for the vacancy by submitting a new application electronically through EdJoin within the filling period.
- (b) The Human Resource Division shall notify candidates of their application status. The Human Resource Division shall provide a five (5) day notification between screening and interviews.

13.6 Selection

Filling of promotional vacancies shall be in accordance with the following rules:

- (a) Within five (5) days of completion of the selection process, the District shall notify

bargaining unit applicants by email through EdJoin of their eligibility/non-eligibility for the promotional vacancy.

- (b) Determination of eligibility/non-eligibility for the qualifications necessary to perform the duties of the job vacancy shall include skills, abilities, job performance, and suitability for the position. Test for qualifications will be scored in a statistically sound manner for example using average score, subject matter expert testing, and calibrated rubrics. The determination of qualifications and eligibility shall be the responsibility of the Human Resource Division. The District reserves the right to utilize the interview process to make a final determination of the candidates' qualifications and/or eligibility/non-eligibility during the interview process. If there are no distinguishing differences between candidates based on the above criteria, preference shall be given to the senior applicant.
- (c) In circumstances where three (3) or more qualified unit members interview for a vacant position, the District shall select one such unit member to fill the vacancy.
- (d) In the event that less than three (3) qualified unit members interview for a vacant position, the District may recruit and select from other eligible unit members and outside the District.
- (e) Notwithstanding the number of qualified unit member candidates, each qualified unit member candidate will be included in the interview portion of the selection process.
- (f) All applicants for promotion shall be tested at the completion of the Ewing Study.
- (g) Unit members on an Attendance Improvement Plan may not promote until unit members improve their attendance and they are no longer on the Attendance Improvement Plan.
- (h) CSEA President shall have the ability to review the recruitment pool and selection process for vacancies.
- (i) CSEA President upon request shall be given a list of applicants for any classified vacancy within 48 hours.

13.7 **Test Preparation**

- (a) The District will develop a committee to review test preparation materials and examples of tests to validate test preparation materials provided are in alignment with the test. The committee shall consist of a CSEA Representative from each job family, six (6) total, and equal representation from the District designated by HR. The committee shall commence by October of 2021.

13.8 **Promotions/Probations**

A permanent unit member, who has satisfied his/her initial probationary period as defined in Article 2, Section 2.8, who accepts employment in another classification through the promotional provisions of this Agreement, shall be considered probationary in that classification/class for a period of six (6) working months. As a probationary unit member, he/she can be released from

that classification at any time during the six (6) working months of promotional probation.

(a) The District and CSEA agree that such a release will allow that unit member to return to the former classification or another class in which the unit member has seniority. Actual placement will be determined by the seniority of the affected unit member in comparison with other unit members within the classification to be placed.

(1) In the event the former or other classification has been eliminated, the affected unit member will receive notification of layoff by the District and be subject to the Layoff Procedure of this Agreement.

ARTICLE 14: GRIEVANCE PROCEDURES

14.1 Definitions

- (a) A "grievance" is a claim by a grievant that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, or a claim by CSEA that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement that relates to the duties or rights of CSEA.
- (b) A "grievant" may be any unit member, group of unit members, or CSEA pursuant to 14.1 (a).
- (c) A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

14.2 General Provisions

- (a) The grievant, shall be entitled to be represented by a CSEA representative at all meetings and hearings.
- (b) Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit the grievant to proceed to the next step. The time limits specified on any step of this procedure may be extended, in a specific instance, by mutual agreement. Failure by the grievant to process the grievance within the timelines shall cause the grievance proceedings to cease with the solution being the last administrative decision.
- (c) Where CSEA has not been requested to represent the grievant at Level Two, and the District is prepared to agree to a resolution of the grievance, the District shall not make any final resolution until CSEA has received a copy of the grievance and the proposed resolution. Any proposed resolution must be consistent with terms of the Agreement and CSEA shall be given an opportunity to file a response.
- (d) Time limits shall consist of workdays (any day the Human Resource Division is open for business).
- (e) Time limits are defined as the first work day following the filing of the grievance, the reply to the grievance, or other action required by this Article.
- (f) If the grievance arises from action or inaction on the part of the member of the administration at a level above the Principal or Immediate Supervisor, grievance may initiate at Level Two.
- (g) If in the judgment of CSEA, a grievance affects a group or class of unit members, CSEA, on behalf of the affected unit members may initiate a grievance at Level Two.
- (h) Whenever it is necessary to attend a grievance meeting or hearing during the work day,

the grievant or CSEA representative, upon notice to the immediate supervisor, shall be granted release time to permit participation in the foregoing activities. Any unit member who appears in such meetings, or hearing, as a witness will be accorded the same right. The grievant or CSEA representative, upon notice to the immediate supervisor, shall be granted one (1) hour of release time for the preparation and investigation of the grievance. Upon the submission of the grievance to Level Two the grievant and CSEA representative shall be granted two (2) days of release time for the preparation and investigation of the grievance.

- (i) All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- (j) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the District and given appropriate distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.
- (k) No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the District against any grievant, any party in interest, any representative of CSEA or any other participant in the grievance procedure by reason of such participation.
- (l) Representation of the grievant at Level One of the grievance procedures shall be, at the grievant's option, either personal or by a representative selected by CSEA. If a unit member is not represented by CSEA or its representative, CSEA shall be provided with a copy of the grievance and the proposed resolution and shall be given the opportunity to file a response. CSEA, upon written request of the grievant and the approval of CSEA Executive Board, shall process the grievance at Levels Three and Four.

14.3 Procedure

- (a) **Level One:** The grievant may within thirty (30) days following knowledge of the act or condition which is the basis of the grievance, meet with the immediate supervisor, either directly or through CSEA's representative, to discuss and informally resolve the grievance. If the grievant is not satisfied with the informal disposition of the grievance, the grievant may file the grievance in writing simultaneously with the immediate supervisor and CSEA. Within fifteen (15) days after receipt of the grievance, the supervisor shall meet with the grievant and/or a representative of CSEA in an effort to resolve the grievance. The supervisor shall deliver the written decision to the grievant and CSEA within fifteen (15) days after such meeting.

- (b) **Level Two:** If the grievant is not satisfied with the disposition of the grievance at Level One, the grievance may, within fifteen (15) days, be appealed to the Assistant Superintendent, Human Resource Division, or his/her Designee. The Assistant Superintendent, Human Resource Division or his/her Designee shall meet with the grievant and a CSEA representative within fifteen (15) days in an effort to resolve the grievance. The Assistant Superintendent, Human Resource Division shall deliver the written decision to the grievant and CSEA within fifteen (15) days after such meeting.
- (c) **Level Three:** If CSEA is not satisfied with the disposition of the grievance at Level Two, CSEA may submit a request on the appropriate District form to the Superintendent for mediation of the dispute with the State Mediation and Conciliation Service. The request shall be submitted in writing within fifteen (15) days from the service of the Level Two decision. The parties shall attempt to reduce outstanding issues, and, if possible, remedy the dispute, but in no instance may the mediator impose a decision upon the parties. All decisions regarding specific issues with the mediator shall be deemed confidential and will not be revealed at any future level of the grievance procedure. CSEA may skip Level Three and go to Level Four.
- (d) **Level Four:** If CSEA is not satisfied with the disposition of the grievance at Level Three, CSEA may, within thirty (30) days following the Level Three mediation or receipt of the Level Two decision (if Level Three is skipped) notify the Superintendent of its intent to submit the grievance to binding arbitration. The parties shall jointly request that the California State Conciliation Service provide a list of seven (7) arbitrator's names, from which the parties shall strike alternately until only one (1) name remains. The party making the first strike shall be determined by the flip of a coin. The remaining name shall be the arbitrator. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator. The arbitrator shall consider those issues which have been properly carried through prior stages of the grievance procedure and shall have no authority to make a recommendation on any other issue. The arbitrator shall render a decision in writing, including any award judged to be proper, within a reasonable time after the close of the hearing. Hearings shall be conducted according to the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be borne equally by the District and CSEA. The decision of the arbitrator shall be submitted to all parties involved and shall be final and binding on all parties.

14.4 **Other Provisions**

- (a) Nothing contained herein will be construed as limiting the right of any unit member or CSEA representative to discuss a grievance informally with any appropriate member of the

administration, provided that any resulting adjustment is not inconsistent with the terms of this Agreement.

- (b) Failure by the District to respond within the specified timeline at any level shall permit the grievant to proceed to the next level. Failure to appeal a decision at any given level within the specified timeline finalizes the decision rendered at that level.
- (c) The time limits specified at each level may be extended by mutual agreement.
- (d) The grievant and CSEA job representative shall be entitled to process a grievance during normal working hours with no loss of pay or benefits. Such time shall be restricted to a maximum of one (1) hour per consultation at each level in the grievance process for each grievance. Prior notification of this consultation time shall be made in writing to the office of the Classified Human Resources Administrative Director. Upon the request of the Chapter President or Designee, subject to the approval of the Human Resources Administrator, time will be granted as needed to conduct CSEA business.
- (e) All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file which shall be available for inspection only by the unit member, the CSEA job representative, those management, supervisory and confidential employees directly involved in the grievance procedure. This shall not prevent the District or the unit member from using grievance materials subpoenaed by a court of law.

ARTICLE 15: SAFETY

- 15.1 The District shall conform to and comply with the orders of the California Occupational Safety and Health Act, to the extent required by law.
- 15.2 The District Safety Committee shall include two (2) CSEA Representatives appointed by CSEA.
- (a) The CSEA Representatives shall be appointed within the first thirty (30) days of the school year.
 - (b) CSEA Representatives shall report safety concerns and make recommendations to the District concerning all safety matters.
- 15.3 Any time required by the District to be spent in Safety Committee meetings shall be during paid time.
- 15.4 A CSEA member shall be included as a member of the authorized Site Safety Committee at each site location.
- (a) The CSEA member shall be designated within the first thirty (30) days of the school year.
- 15.5 The District shall provide CSEA with a list of all designated site safety representatives by October 1st of each school year.
- 15.6 Bargaining unit members in some departments may be required to wear a uniform during working hours. The District shall provide the uniform for any employee required to wear one. Uniforms shall be provided in such a quantity to require laundering no more often than once per week. Replacement uniforms will be provided by the District, as needed.
- 15.7 A unit member has the right to report safety concerns to their supervisor. Within five (5) days from reporting the safety concern the supervisor shall initiate corrective action. If action is not taken the supervisor shall provide in writing the reason for inaction.
- 15.8 Disaster Preparedness: Administration shall review site Safety Plan with Classified at the beginning of each school year and provide training, as needed.

ARTICLE 16: EVALUATION PROCEDURES

- 16.1 The evaluation process is intended to provide a meaningful evaluation, reinforcement and feedback in a positive and collaborative environment (not intended for disciplinary or punitive purposes). Each unit member shall be entitled to a written evaluation by the unit member's immediate supervisor pursuant to the Article, and utilizing the District Evaluation Form.
- 16.2 Probationary unit members shall be evaluated at least twice during the unit member's probationary period. The District shall make reasonable efforts to provide the first evaluation on or before the unit member has served forty-five (45) work days and a second evaluation on or before ninety (90) work days prior to the completion of the probationary period. If in the opinion of the evaluator more frequent evaluations of the unit member are desirable, additional evaluations may be made. Any negative evaluation shall include specific written recommendations and assistance for improvements. The probationary period for each regular unit member shall be six (6) working months.
- 16.3 Permanent unit members shall be evaluated. Permanent unit members that receive a satisfactory evaluation shall be evaluated at minimum every other year. A permanent unit member that receives an unsatisfactory evaluation may be evaluated annually.
- (a) The annual evaluation process will be divided into three parts:
1. A memo identifying the evaluator.
 2. At least two weeks prior to the end of the unit member's work year, an evaluation meeting will be conducted with each unit member.
 3. Within ten (10) work days from the evaluation meeting, the evaluation will be submitted to Human Resources (HR).
- 16.4 If, in the opinion of the unit member, an additional evaluation is desirable, the unit member may request such additional evaluation. The request must be in writing and shall state the reason(s) for the additional evaluation. The evaluator shall make a reasonable attempt to complete the evaluation within ten (10) work days.
- 16.5 The evaluation form and any attachments are to be reviewed with the unit member by the evaluator, dated, and signed by both the evaluator and the unit member. Signing of the evaluation and any attachments by the unit member does not necessarily mean agreement, but only indicates that the evaluation and any attachments have been reviewed by the unit member. A copy of the evaluation and any attachments must be given to the unit member upon conclusion of the conference.
- 16.6 Upon completion of the evaluation conference, the evaluator will forward the completed form and

any attachments to the Human Resource Division.

16.7 After a ten (10) day waiting period, the evaluation materials will be placed in the personnel file. During the ten (10) day waiting period, the unit member may write a rebuttal to the evaluation and it will be attached to the evaluation materials and placed in the personnel file. The District shall not restrict the right of a unit member to respond.

16.8 No evaluation of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator. Any negative evaluation shall include written specific recommendations for improvements.

16.9 Within the first month of each unit member's work calendar, the unit member shall be provided with the name and/or title of his /her supervisor for the purpose of evaluation and supervision of the unit member.

ARTICLE 17: NON-DISCRIMINATION

- 17.1 The District shall not illegally discriminate against any unit member based on Federal or State discrimination laws or membership for participation in CSEA activities.
- 17.2 Violations of this Article shall not be subject to the grievance procedure of this Agreement.

ARTICLE 18: LAYOFF PROCEDURES

18.1 Basis for Layoff

Layoff shall occur only for lack of work or lack of funds. The determination of the existence of said lack of work or lack of funds shall rest exclusively with the Board of Education and shall not be subject to the grievance procedure.

18.2 Notice

- (a) When, as a result of the expiration of a specially funded program, a unit member's position must be eliminated at the end of any school year, and such unit member will be subject to layoff for lack of funds. The unit member to be laid off at the end of such school year shall be given written notice on or before April 29, informing the unit member of the layoff effective at the end of such school year and of displacement rights if any, and reemployment rights. However, if the termination of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of the layoff.
- (b) When, as a result of a reduction or termination of service, a unit member is subject to layoff for lack of work, the unit member shall be given notice of layoff not less than sixty (60) days prior to the effective date of the layoff, and informed of displacement rights, if any, and reemployment rights.
- (c) Nothing in this Article shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff for lack of work resulting from causes unforeseeable or preventable by the Board of Education, without the notice required by sub-section (a) or (b) hereof.

18.3 Order of Layoff/Bargaining Unit Seniority

Bargaining unit seniority is defined as the original date of hire as a probationary unit member. Seniority is inclusive of service in the current classification plus higher classes. The unit member who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

(a) Equal Class Seniority

At the time of hire, if two or more unit members are assigned the same hire date, the District will assign the seniority numbers by lottery assisted by a CSEA Chapter 369 officer. If two or more unit members are promoted into the same classification on the same date, the seniority order in the new classification will be based upon bargaining unit seniority.

18.4 Voluntary Reduction in Lieu of Layoff

A unit member who takes voluntary demotion or voluntary reduction in assigned time in lieu

of layoff or to remain in his/her present position rather than be re-classified or reassigned, shall be granted the same rights as a unit member laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided, that the same test of fitness under which he/she qualified for appointment to the class shall still apply. Unit members who take voluntary demotions or voluntary reduction in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on the list in accordance with their proper seniority.

18.5 Displacement Rights

A unit member subject to layoff has the right to displace into the next equal or lower class in which the unit member has greatest seniority considering the employee's seniority in that class and any higher classes in which the unit member has served. A unit member may only displace into classes in which the unit member has previously been employed by the District. A unit member may displace a less senior unit member from a position of greater hours and/or work year. Should a vacancy with like hours/work year exist in the class into which the unit member has displacement rights, the unit member shall be placed in the vacancy rather than displacing another unit member.

18.6 Re-Employment Rights

A unit member laid off shall be eligible for reemployment for a period of thirty-nine (39) months and shall be employed in preference to new applicants and may be placed in any vacant position for which he or she meets the minimum qualification. In addition, such unit members laid off shall have the right to participate in promotional examinations within the District within the period of thirty-nine (39) months. Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for any additional period of up to twenty-four (24) months for a total of sixty-three (63) months; provided, that the same test of fitness under which he/she qualified for appointment to the class shall still apply. Reemployment shall be in reverse order of layoff.

18.7 Seniority List

The District shall maintain a seniority list. The seniority list shall include (in alphabetical order) unit members' first and last name, current classification, current worksite location, and hire date to the District. The District shall publish the seniority list to the District website before the start of each school year.

18.8 Notice of Reemployment Opening

Any unit member who is laid off and subsequently becomes eligible for reemployment shall be notified in writing by the District of any opening for which he/she is eligible. Such notification shall also be sent to the CSEA Secretary at the time of the unit member's notification. An affidavit of mailing shall be maintained in the District Human Resource Division for each notification sent. The unit member shall notify the District of any changes in the unit member's current mailing address and/or telephone number.

18.9 Unit Member Notification to District

A unit member shall notify the District of the unit member's intent to accept or refuse reemployment within ten (10) working days following receipt of a written offer of reemployment. A unit member who declines an offer of reemployment shall be eliminated from the reemployment list and shall forfeit all reemployment rights.

18.10 Retirement in Lieu of Layoff

Any unit member in the bargaining unit may elect to accept a service retirement in lieu of layoff. Such unit member shall, at least ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

- (a) The unit member shall then be placed on a reemployment list in accordance with this Article; however, the unit member shall not be eligible for reemployment during such other period of time as may be specified by law.
- (b) When an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person until the Public Employee's Retirement System has properly processed the unit member's request for reinstatement from retirement.
- (c) A unit member who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off, shall be deemed to be permanently retired and to have forfeited reemployment rights.
- (d) Any election to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Section, if at the time of such election the unit member notifies the District in writing that the unit member wishes to have the retirement considered to be taken in lieu of layoff.

ARTICLE 19: CLASSIFICATION/RECLASSIFICATION

- 19.1 **Classification:** Each bargaining unit position shall be placed in a classification with a designated title, and shall have a regularly assigned minimum number of hours per day, days per week, and weeks/months per year, a statement of the specific duties to be performed in such position, and a regular monthly/hourly salary range.
- 19.2 **Reclassification** is defined as a permanent reallocation of a position from one class to another more appropriate class. This reallocation is based upon a gradual accretion of duties and responsibilities as assigned by the District which results in the position being assigned work at a level different than originally intended by the District. The intent of this Section is to provide a process to assure that duties required for each position are appropriately identified in job descriptions within each classification.
- (a) Should a classified unit member who has completed the required probationary period feel that such a permanent increase of District-assigned duties and responsibilities has occurred as defined above, he/she may request to have the position reclassified. The unit member is required to complete the District JOB DESCRIPTION/REQUEST FOR RECLASSIFICATION form. In order to receive consideration, the request must be received in the Human Resource Division by September 15th. The Joint CSEA and District Reclassification Committee will meet to review said form within a reasonable time not to exceed ninety (90) calendar days from the September 15th receipt deadline. The completed form must be received in the Human Resource Division. The completed form will then be submitted to the immediate supervisor and/or administrator for review and written comment to be received in the Human Resource Division within ten (10) workdays. The Human Resource Division will forward to CSEA a copy of all requests for reclassification forms received at least twenty (20) calendar days prior to the Joint CSEA and District Reclassification Committee meeting to consider the request.
- (b) The Joint CSEA and District Reclassification Committee (Committee) shall consider all reclassification requests received in accordance with the provisions of this Agreement. Requests will be reviewed and evaluated by the Committee criteria (Duties, Responsibilities, Skills, and Knowledge) and a determination will be rendered by the Committee. Final decisions by the Committee on any request which is approved will become effective the first month after Board adoption. Requests not approved may be resubmitted, within twenty (20) workdays from the date of the denial notice, for

reconsideration of new information not previously provided to the Committee, but the decision of the Committee shall be final and not subject to the Grievance Procedure provisions of this Agreement.

- (c) Joint CSEA and District Reclassification Committee (Committee): CSEA shall appoint four (4) members including the assigned CSEA Labor Relations Representative to the Committee. The Human Resource Division shall appoint four (4) members. The Committee shall review requests for reclassification, changes to existing job descriptions, and new job descriptions. Decisions shall be by consensus. Absent consensus, new positions and/or reclassification shall not be implemented.
- (d) The final decision on any classification/reclassification or new job description/position will be made by the Committee. Any such meetings shall take place during the deliberation period listed in 19.2 (a, b and c).
- (e) New job classification/positions: In the event that the District hereafter establishes a new job classification/position or changes the duties of an existing classification to which this Agreement applies, the District will submit the proposed new job classification/position or changes to an existing classification and the proposed rate of pay to the Committee for final determination. In the event there is a dispute as to whether or not the position is to be included within the bargaining unit, either party may petition the Public Employment Relations Board for a unit clarification.
- (f) Salary Placement: When a unit member is reclassified to a higher range, the unit members shall be placed on the step-in accordance with Section 7.3 of Article 7 Wages. Any adjustment in the salary rate will be effective as of the date the new classification was established, or the change or changes implemented as determined by the Committee.
- (g) The District may determine that a proposed reclassification is not appropriate and require the current unit member to cease performing duties outside of their job description. However, the current unit member shall be compensated for work previously performed out-of-classification.

19.3 **Classification Study and Compensation Study:** The District shall utilize an independent firm (Ewing Consulting, Inc.) to perform a classification and compensation study of all unit classifications to be completed during the 2015-16 school year. The intent of the classification study is to affirm and/or update current duties, responsibilities, and requirements to accurately describe unit member job descriptions and assure Americans with Disabilities Act (ADA) compliance. The intent of the compensation study is to compare industry norms for like positions.

- (a) CSEA and the District shall negotiate the decisions and effects of Implementation of the Final Results of the Classification and Compensation Study. No Unit member will incur a pay reduction as a result of the Ewing study. Unit members shall be entitled to on schedule salary increase during the course of the study.
- (b) The Joint CSEA and District Reclassification Committee (Committee) identified in Section 19.2 (c) shall serve as the advisory committee. The Committee shall follow the study process and provide feedback. Additionally, the Committee will provide direction regarding benchmarks, specific occupation groups, and job families.
- (c) The Joint CSEA and District Reclassification Committee (Committee) shall complete revising the Ewing Consulting, Inc. Classification Study by August 2021.
- (d) The District shall complete the Compensation Study by July 2021.
- (e) CSEA and the District shall develop a procedural plan for the implementation of the Classification Study.
- (f) CSEA and the District shall develop a financially sound procedural plan for the implementation of the Compensation Study.

19.4 **Updating Classification:** The District shall review each job family every six (6) years starting in 2021-2022 school year to affirm and/or update current duties, responsibilities, and requirements to Job Families as identified in Appendix C “Classified and Range.” The Committee shall recommence September 2021.

Job Families					
<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>	<u>YEAR 6</u>
Maintenance and Operations	Child Nutrition	Management Information Systems	Clerical	Paraeducators	Warehouse

- (a) CSEA and District Committee shall establish a committee to be responsible for reviewing job classification to assure job descriptions are current.
- (b) CSEA shall appoint four (4) CSEA Representatives including the assigned CSEA Labor Relations Representative. The Human Resources Division shall appoint four (4) representatives.

ARTICLE 20: DISCIPLINARY ACTION PROCEDURES

20.1 Unit Members

Disciplinary action shall be imposed on permanent unit members of the bargaining unit for just cause when work performance and or behavior of a unit member is unsatisfactory. Prior to disciplinary action, the District shall engage in a progressive discipline procedure outlined in Article 20.2. It is understood that in rare cases of egregious misconduct and certain instances outlined in Article 20.3(d) the District may not have the option based on the action to adhere to the progressive discipline procedure.

20.2 Progressive Discipline

Progressive discipline is a strategy for taking positive steps to improve a unit member's performance. The process allows an immediate supervisor to assist unit members in meeting performance standards and adhere to established rules, procedures, and expectations of acceptable job behavior. If, after all the steps of progressive disciplinary proceedings do not remediate the situation, the District shall follow the disciplinary procedure.

- (a) **Verbal Counseling:** Progressive discipline shall include verbal counseling, which shall take place within ten (10) days from the date when the immediate supervisor first knows of unit members' alleged violation of established rules, procedures, and expectations.
- (b) **Written Warning:** After verbal counseling has been initiated, the next step is a written warning. The written warning shall be given to a unit member within ten (10) days from when the time immediate supervisor first knows of the unit members' alleged violation of established rules, procedures, and expectations.
 - a. The written warning shall include specific information and the facts outlining the basis of the warning and shall consist of steps for improvement.
 - b. The written warning shall also notify the unit member of their right to file a written response within ten (10) days of the receipt of the notice, and it shall be attached to the District's copy of the written warning.
- (c) **Letter of Reprimand:** After verbal counseling and a written warning, a letter of reprimand shall follow. The letter of reprimand shall be given to the unit member within ten (10) days from when the immediate supervisor first knows of the unit members' alleged violation of established rules, procedures, and expectations.

20.3 Disciplinary Procedures

- (a) Disciplinary action shall include dismissal, suspension with or without pay, and demotion, except layoff for lack of work or lack of funds.
- (b) The Superintendent or his/her Designee shall have the power of disciplinary action, subject to

the ratification of the Board of Education.

(c) Just cause includes, but is not limited to the following grounds:

- i. Incompetence, inefficiency, inattention to or dereliction of duty, lack of ability, or failure to perform the assigned duties in a satisfactory manner.
- ii. Insubordination, including but not limited to, failure to obey directions or observe rules of school District superiors, or violation of the provisions of the District policies and/or the Education Code.
- iii. Carelessness or negligence in the performance of duty or in the care of or use of District property.
- iv. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public, or any conduct inimical to the welfare of the schools or the pupils or employees of the District.
- v. Dishonesty, including but not limited to, theft or unauthorized personal use of District property, and/or falsifying any information supplied to the school District; including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- vi. Drinking alcoholic beverages on the job or reporting for work while intoxicated or under the influence of alcohol.
- vii. Reporting for work under the influence of drugs.
- viii. Engaging in political activity during assigned hours of employment.
- ix. Immoral conduct. Conviction of a crime involving moral turpitude.
- x. Arrest for sex offense as defined in the Education Code.
- xi. Abuse of leave of absence provision.
- xii. Persistent violation or refusal to obey safety rules, or regulations made applicable to public schools by the Governing Board or by any appropriate state or local government body.
- xiii. Offering of anything of value or offering any service in exchange for special treatment in connection with the unit member's job or employment or accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- xiv. Physical or mental condition rendering the unit member unfit for duty.
- xv. Conduct in violation of Section 1028 of the Government Code, which provides: "it shall be sufficient cause for the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of an organization which during the time of his/her membership he/she knows advocates

overthrow of the government of the United States or of any State by force of violence."

- xvi. Failure to maintain a required license.
- xvii. Absence without leave which may include any combination of, or all of the following: frequent tardiness and/or failure(s) to report at the assigned time; unauthorized absence from the District; unauthorized absence from the District with the intent to avoid lawful special assignments; and/or abandonment of position. For the purpose of this Section, it shall be presumed that any unit member without leave for a period in excess of five (5) days shall have abandoned his/her position.

(d) Right to Suspend

The District retains the right to immediately suspend a permanent unit member, with or without pay, when the health and/or welfare of students or other employees is endangered by the continued presence of the unit member, and/or where the unit member's presence is a danger to the property of the District or others, and/or in cases of aggravated insubordination. Suspension without pay for causes other than those listed above shall be made only in accordance with the procedures set forth in the subsequent Sections of this Article.

(e) Notice of Intent

Unit member shall be provided written notification either by verifiable personal delivery or by certified mailing to the last address provided to the District of the District's intention to take disciplinary action prior to such District action in all cases other than those situations set forth in Section 20.3 (d) above and in that case written notification shall be delivered within five (5) days following that suspension.

(f) Employee Right to Representation

Any time a unit member is to be disciplined or interviewed concerning a matter which the unit member has reason to believe the meeting may lead to discipline, the unit member has the right to union representation. The District will give reasonable notice to the unit member before discipline or when a unit member is to be interviewed concerning a matter that may lead to discipline. It is the unit members' responsibility to request this representation, and any failure to request will constitute a waiver of the right to representation at that stage.

(g) Pre-Discipline (Skelly) Policy and Procedure

The unit member shall be given the opportunity to have a pre-disciplinary meeting (Skelly) with the Superintendent or Designee prior to the imposition of the action. The Skelly meeting is to give the unit member the opportunity to respond to the allegations by the District. Pre-discipline process applies to all instances outlined in Article 20.3.

- i. Unit member will receive a written notice of the proposed disciplinary action.

- ii. Unit member will be given the reason(s) for the proposed disciplinary action.
- iii. Unit member will be given all supporting documents, if any, upon which action is based.
- iv. Unit member will be afforded their “Skelly” right and the right to respond, in writing, orally, or both within ten (10) working days from receiving notice 20.3 g (i), (ii), & (iii).

(h) Notice of Determination (Notice)

- i. Unit members shall be provided with a written decision from the Skelly officer five (5) days after the Skelly meeting.
- ii. The notice shall inform the unit member of the right to a formal hearing. Hearing for the proposes of this Agreement will be by member decision to select a Governing Board hearing or binding arbitration (20.4).
- iii. The unit member or unit member’s representative can submit a request for formal hearing within ten (10) days from the notice.
- iv. Discipline shall not be imposed until it has been approved by the Board of Education.

(i) Pre-Discipline (Skelly) Officer Selection

- i. The unit member shall be given the opportunity to have a Skelly hearing and it will be conducted by a Skelly officer who shall be a Corona Norco Unified School District Assistant Superintendent or Director, which shall be mutually agreed upon by the District and the Association.

20.4 Governing Board Hearing on Disciplinary Actions or Binding Arbitration

Unit member may select one of the following:

(a) Governing Board Hearing: The following provisions apply where the employee has requested a hearing before the Governing Board on the disciplinary action.

- i. Within ten (10) days after receiving the request for hearing, the Governing Board or its Designee shall schedule a hearing before an independent, third-party hearing officer.
- ii. The employee and their representative shall be consulted when scheduling the date of the hearing. The employee shall be entitled to representation by a designated representative of his/her own choosing, including legal counsel.
- iii. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses, and to rebut evidence proffered against the party. The oral testimony shall be taken under oath or affirmation.
- iv. The hearing need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which

responsible persons are accustomed to relying on in the conduct of serious affairs; however, hearsay cannot be used as the basis of a material factual finding unless it is corroborated by no hearsay evidence.

- v. When the hearing occurs during the workday of an employee of the employer who is a witness for either party, the employee shall be released from work in order to testify, without loss of pay or benefits.
- vi. The President of the Board or Designee shall preside over the hearing. The Board may, in its discretion, select a hearing officer by mutual agreement of the District and CSEA.
- vii. The President of the Board or Designee decision shall be in writing and shall set forth his/her findings of fact, reasoning, conclusions, and recommendations. The President of the Board or Designee may modify, revoke, or sustain the Superintendent's notice of recommended disciplinary action; however, the President of the Board or Designee shall not recommend a higher level of discipline than that recommended by the Superintendent's notice. Within thirty (30) days of the close of hearing the President of the Board or Designee shall file the decision and serve the employee and the employee's designated representative.
- viii. The Governing Board shall provide the employee with sufficient notice of the date of the board meeting on which it will consider and act upon the President of the Board or Designee recommended decision. The employee shall have the right, either personally or by his/her designated representative, to address the Governing Board in regard to the President of the Board or Designee decision before the Board takes action. This shall be in closed session unless requested by the employee to be in open session.
- ix. Within thirty (30) days of the issuance of the President of the Board or Designee decision, the Governing Board shall issue a decision in writing which shall set forth its findings of facts, reasoning, and conclusions. The Governing Board shall immediately deliver its decision in person or by certified mail to the employee and his/her designated representative. The Board's decision shall be final.
- x. The burden of proof rests with the District therefore the cost of the hearing shall be borne by the District.

(b) **Binding Arbitration of Disciplinary Actions:** The following provisions apply where CSEA has requested on behalf of the employee to have an arbitration hearing before an independent neutral arbitrator for final and binding arbitration.

- i. Upon demand by CSEA, the appeal of the disciplinary action shall be heard by an independent neutral arbitrator, whose decision shall be binding upon the parties. The Governing Board hereby delegates its authority to determine whether sufficient cause exists for disciplinary action of the employees to an impartial arbitrator as authorized by Education Code Section 45113(e).
- ii. The arbitrator's decision shall be binding upon the parties; however, the Governing Board retains its authority to review the arbitrator's determination as to whether sufficient cause exists for disciplinary action under the standards set forth in Code of Civil Procedure Section 1286.2, as provided in Education Code Section 45113(e). CSEA may request to submit the employee's appeal to arbitration within ten (10) days of the employee's receipt of the Superintendent's notice of recommended discipline.
- iii. CSEA shall submit such request to the Superintendent or his/her Designee within said time period.
- iv. The arbitrator shall be selected by the mutual consent of the District and CSEA. If the parties are unable to mutually agree upon the selection of an arbitrator, the District shall immediately contact the California State Mediation and Conciliation Service (CSMCS) to request a panel of seven (7) arbitrators, specifying the parties' preference for arbitrators with experience in public school district discipline. Within ten (10) days of receiving the list, the CSEA and the District shall select the arbitrator.
- v. The parties shall alternatively strike names from the list until only one name remains. That remaining individual shall be selected as the arbitrator. The District representative shall promptly notify CSMCS of the parties' selection. The parties shall immediately (not more than one business week) arrange mutually acceptable dates for the hearing with the arbitrator. The arbitrator shall preside over the hearing.
- vi. The arbitrator shall conduct the hearing in accordance with 20.4 (iv) and (v) above. The arbitrator shall issue his/her decision and award in writing, which shall set forth his/her findings of fact, reasoning, and conclusions. The arbitrator may modify, revoke, or sustain the Superintendent's notice of recommended disciplinary action, but shall not impose a higher level of discipline than that recommended by the Superintendent's notice.
- vii. Within thirty (30) days of the close of hearing or the filing of post hearing briefs, whichever is later, the arbitrator shall file his/her opinion and award with the

Governing Board and shall serve the employee and the employee's designated representative.

viii. At the first regularly scheduled board meeting which occurs after issuance of the arbitrator's decision, the Governing Board shall act upon the decision.

ix. Should the employee prevail in arbitration, the District shall pay the cost. If the District's statement of charges, is upheld by the arbitrator, each party shall pay one-half (1/2) of the cost.

20.5 Short-Term Suspension (suspension for five (5) days or less)

The District may suspend a unit member without pay for up to five (5) days. If the recommended suspension is five (5) days or less, the employee may appeal to the Board of Education in writing within five (5) days. The Board of Education shall hold a hearing within thirty (30) days from appeal. The Board of Education shall render their decision to bargaining unit member within ten (10) days. No discipline shall take place until the Board of Education renders the decision. The Board's decision shall be final.

20.6 Loss of Pay. The employee shall suffer no loss of pay or benefits prior to the date when the employer's disciplinary action is final, and all appeals are exhausted.

20.7 Non-Grievability

The procedures provided for herein regarding discipline are intended to provide due process and to be exclusive and therefore shall take the place of access to the grievance procedure as set forth.

20.8 The failure of the unit member to comply with any of the time limits in this Article shall result in the unit member's waiver of rights to the associated hearing.

ARTICLE 21: PERSONNEL FILES

- 21.1 The personnel file of each unit member shall be maintained at the District's central administrative office.
- 21.2 A unit member shall be provided with copies of any derogatory written statements ten (10) days prior to placement in the unit member's personnel file. The unit member shall be entitled to provide a written response within said ten (10) day period. Such written response shall be attached to the material, prior to placement in the personnel file. Full time permanent unit members shall be given up to two (2) hours during normal working hours and without loss of pay to prepare a written response to such material.
- 21.3 The District shall keep a log indicating the persons other than unit member in the Human Resource Division who have examined a personnel file as well as the date such examinations were made. Such log and the unit member's personnel file shall be available for examination by the unit member. The log shall be maintained in the unit member's personnel file.
- 21.4 Any person who places written material or prepares written material for placement in a unit member's file shall sign the material and signify the date on which such material was drafted.
- 21.5 No disciplinary action shall be taken against a permanent unit member based upon any incident not reflected in the personnel file prior to the action being taken, except those written materials in the possession of another federal, state, or local agency.

ARTICLE 22: SUPPORT AND COMPLETION OF NEGOTIATIONS

- 22.1 **Support of Agreement:** The District and CSEA agree that it is to their mutual benefit to encourage the resolution of differences through the negotiation process. Therefore, it is agreed that CSEA and the District will support this Agreement for its term and will not appear before the Board of Education to renegotiate this Agreement except as provided for in this Agreement or by mutual agreement of the District and CSEA.
- 22.2 **Effect of Agreement:** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law.
- (a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter which was or could have been the subject of negotiations, that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and therefore each waives the right to further negotiations on any subject or matter contained within these negotiations leading to this Agreement covered or not covered under this Agreement during the term hereof.
- (b) Scribe's Error: The parties agree that in the event of scribe's error(s) of omission or commission in the preparation of the current Collective Bargaining Agreement (2021-2024) that the language of the Tentative Agreement(s) shall prevail in the event of a conflict(s).
- 22.3 **Completion of Meet/Negotiations, and Reopeners:** This Agreement constitutes the completion of collective negotiations and represents the full and complete Agreement of the parties. Said Agreement shall not be subject to reopening during its term except by mutual agreement of the parties and except as outlined in Section 22.3 (a).
- (a) This Agreement shall be reopened for the purpose of determination of salary and benefits negotiations in 2021-2022 and 2022-23 with no exclusions.
- (b) The District and CSEA shall negotiate the decision and effects of any conversion of year-round multi-track sites to traditional sites upon notice by the District.

ARTICLE 23: SAVING PROVISION

- 23.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 23.2 In the event that Section 23.1 should occur, the parties agree to meet upon request to discuss the effect of such provision being held contrary to law and any further modified implementation of the provision.

ARTICLE 24: DURATION

- 24.1 This Agreement shall be in effect beginning the eighth (8) day of October 2021 and continuing until the thirtieth (13) day of June 2024.
- 24.2 If by June 2024 a successor Agreement has not been executed, then this Agreement shall continue to remain in full force and effect until a successor Agreement is duly executed.
- 24.3 No later than March 1st of each school year the Association will present the initial proposal to the District for the purpose of negotiating a reopener/successor Agreement.

ARTICLE 25: BARGAINING UNIT SECURITY

25.1 Short Term Employee

A short term employee is defined to mean any person who is employed to perform a service for the District upon the completion of which the service required or similar service will not be extended or needed on a continuing basis.

The District shall notify CSEA in writing of any hiring of short term employees, and shall indicate the project for which hired and the probable duration of employment.

25.2 Substitute Employee

A substitute employee is defined as a person employed to replace a unit member temporarily absent from duty. Such employees may also be used to fill positions for a reasonable period of time after a bargaining unit position has been vacated and a regular replacement has not been recruited. For those vacated bargaining unit positions which will be posted, a reasonable period of time is defined to be no more than sixty (60) calendar days unless prior authorization for a longer period of time has been agreed to by CSEA.

25.3 Supervisory Management

No supervisory or management employee may perform any work within the job description of a bargaining unit member, which will result in the displacement, reduction of hours, transfer or reassignment of any bargaining unit member.

25.4 Unit Member Substitute Work

Unit members not assigned to work during recess periods may sign up to substitute in the area(s) for which they are qualified. Priority shall be given to qualified unit members whenever possible.

25.5 Past Practices

The rules, regulations, policies, and practices of the District relating to wages, hours, and other terms and conditions of employment which are in effect at the time of this Agreement, and which neither conflict with the terms of this Agreement nor abridge the rights of unit members under this Agreement, shall remain in full force and effect unless changed by mutual agreement of CSEA and the District.

25.6 New Unit Members

The District shall provide each new unit member with an informational packet prepared by CSEA and subject to approval by the District. This packet shall include a copy of this Agreement. The District shall prepare and distribute copies of this Agreement and shall provide a copy to each current bargaining unit member. CSEA will be allowed time during new employee orientation to inform new unit members about CSEA.

25.7 **Volunteers/Students**

The District will not utilize volunteers or students with the express intention of displacing the wages, hours, or conditions of employment of bargaining unit members. It is agreed and understood that parent and student volunteers may provide assistance that is consistent with and in conformity to the California Education Code.

25.8 In those cases where the District has a need to reallocate positions from one location to another, CSEA will be given thirty (30) days advance written notice from Human Resources.

25.9 The District shall not use outside contractors to replace bargaining unit members. This provision does not waive District rights as provided for in Article 3.

25.10 **Workload**

Unit members will not be burdened with unreasonable workload demands or standards.

25.11 **Bilingual Stipend**

A unit member who's using a second language other than English and performs this duty on a regular basis shall receive a \$50.00 dollar stipend a month under the following terms:

- (a) The unit member shall not be eligible for the stipend in circumstances when bilingual skills are required occasionally or when the unit member's job description requires that they use a second language.
- (b) Unit member shall complete and pass the necessary language competency test.
- (c) Prior to the start of each school year, the District shall determine need and review unit member's eligibility to receive the stipend.
- (d) The District retains the right to determine the number and placement of positions to be paid the bilingual stipend. The district may stop paying the differential at any time when bilingual services are not required.

25.12 **Boot Stipend**

- (a) Unit members working in maintenance and operations job family, which includes custodians and head custodian, shall be eligible to receive a minimum \$100.00 dollar boot voucher per school year by a District provided vendor.
- (b) The District will work collaborative with CSEA to provide suitable footwear options that are both durable and cost-efficient.
- (c) The boot voucher can only be used once per school year to those unit members that wish to utilize footwear to perform their duties.

ARTICLE 26: STUDENT PRIORITY PLACEMENT

- 26.1 Unit members will have priority in placing their children on a track permitting common vacation time if there is an opening on that track (see Article 10.9).
- 26.2 (a) Unit members will be able to enroll their children at the school where they are employed or at the non-magnet school serving the site where they are employed.
- (b) Unit members living in the District may apply to enroll their children at any magnet school, using the same procedures as designated for the public. If accepted to the magnet school, track assignment shall be made as per the Collective Bargaining Agreement.
- (c) Unit members living outside of the District who work at a magnet school will be able to enroll their children only at that magnet school. Unit members assigned to magnet school may enroll their children at the non-magnet schools serving the site where they are employed.
- (d) Except at magnet schools, students of unit members on T track shall be given track change priority for a track containing common vacation.
- (e) Students of T track unit member who gain access to magnet schools using the same procedures as designated for the public, shall have the same access for track assignments as any other student at the magnet school.

APPENDIX

CORONA-NORCO UNIFIED SCHOOL DISTRICT

2021-2022 CLASSIFIED SCHEDULE OF HOURLY RATES

Range	A	B	C	D	E	10 Years	15 Years	20 Years	25 Years	30 Years	35 Years	40 Years
Step	Hour	Hour	Hour	Hour	Hour	Hour	Hour	Hour	Hour	Hour	Hour	Hour
11	14.88	15.65	16.46	17.28	18.19	19.10	20.06	21.06	22.11	23.22	24.38	25.60
12	15.23	16.00	16.92	17.71	18.60	19.53	20.51	21.54	22.62	23.75	24.94	26.19
13	15.65	16.46	17.28	18.19	18.96	19.91	20.91	21.96	23.06	24.21	25.42	26.69
14	16.00	16.92	17.71	18.60	19.59	20.57	21.60	22.68	23.81	25.00	26.25	27.56
15	16.46	17.28	18.19	18.96	19.99	20.99	22.04	23.14	24.30	25.52	26.80	28.14
16	16.92	17.71	18.60	19.59	20.54	21.57	22.65	23.78	24.97	26.22	27.53	28.91
17	17.28	18.19	18.96	19.99	21.16	22.22	23.33	24.50	25.73	27.02	28.37	29.79
18	17.71	18.60	19.59	20.54	21.55	22.63	23.76	24.95	26.20	27.51	28.89	30.33
19	18.19	18.96	19.99	21.16	22.11	23.22	24.38	25.60	26.88	28.22	29.63	31.11
20	18.60	19.59	20.54	21.55	22.68	23.81	25.00	26.25	27.56	28.94	30.39	31.91
21	18.96	19.99	21.16	22.11	23.26	24.42	25.64	26.92	28.27	29.68	31.16	32.72
22	19.59	20.54	21.55	22.68	23.84	25.03	26.28	27.59	28.97	30.42	31.94	33.54
23	19.99	21.16	22.11	23.26	24.34	25.56	26.84	28.18	29.59	31.07	32.62	34.25
24	20.54	21.55	22.68	23.84	25.06	26.31	27.63	29.01	30.46	31.98	33.58	35.26
25	21.16	22.11	23.26	24.34	25.64	26.92	28.27	29.68	31.16	32.72	34.36	36.08
26	21.55	22.68	23.84	25.06	26.26	27.57	28.95	30.40	31.92	33.52	35.20	36.96
27	22.11	23.26	24.34	25.64	27.03	28.38	29.80	31.29	32.85	34.49	36.21	38.02
28	22.68	23.84	25.06	26.26	27.66	29.04	30.49	32.01	33.61	35.29	37.05	38.90
29	23.26	24.34	25.64	27.03	28.32	29.74	31.23	32.79	34.43	36.15	37.96	39.86
29A*	23.42	24.59	25.68	27.05	28.40	29.82	31.31	32.88	34.52	36.25	38.06	39.96
30	23.84	25.06	26.26	27.66	29.07	30.52	32.05	33.65	35.33	37.10	38.96	40.91
31	24.34	25.64	27.03	28.32	29.79	31.28	32.84	34.48	36.20	38.01	39.91	41.91
31A*	24.59	25.68	27.05	28.40	29.87	31.36	32.93	34.58	36.31	38.13	40.04	42.04
32	25.06	26.26	27.66	29.07	30.53	32.06	33.66	35.34	37.11	38.97	40.92	42.97
33	25.64	27.03	28.32	29.79	31.28	32.84	34.48	36.20	38.01	39.91	41.91	44.01
33A*	25.68	27.05	28.40	29.87	31.29	32.85	34.49	36.21	38.02	39.92	41.92	44.02
34	26.26	27.66	29.07	30.53	32.10	33.71	35.40	37.17	39.03	40.98	43.03	45.18
35	27.03	28.32	29.79	31.28	32.88	34.52	36.25	38.06	39.96	41.96	44.06	46.26
36	27.66	29.07	30.53	32.10	33.70	35.39	37.16	39.02	40.97	43.02	45.17	47.43
37	28.32	29.79	31.28	32.88	34.58	36.31	38.13	40.04	42.04	44.14	46.35	48.67
38	29.07	30.53	32.10	33.70	35.37	37.14	39.00	40.95	43.00	45.15	47.41	49.78
39	29.79	31.28	32.88	34.58	36.33	38.15	40.06	42.06	44.16	46.37	48.69	51.12
40	30.53	32.10	33.70	35.37	37.17	39.03	40.98	43.03	45.18	47.44	49.81	52.30
41*	31.29	32.86	34.52	36.20	38.02	39.92	41.92	44.02	46.22	48.53	50.96	53.51
42*	32.10	33.71	35.34	37.07	38.89	40.83	42.87	45.01	47.26	49.62	52.10	54.71
43*	32.86	34.52	36.20	38.02	39.89	41.88	43.97	46.17	48.48	50.90	53.45	56.12
44*	33.71	35.34	37.07	38.89	40.91	42.96	45.11	47.37	49.74	52.23	54.84	57.58
45*	34.53	36.20	38.02	39.89	41.89	43.98	46.18	48.49	50.91	53.46	56.13	58.94
46*	35.34	37.07	38.89	40.91	42.92	45.07	47.32	49.69	52.17	54.78	57.52	60.40
47*	36.20	38.02	39.89	41.89	44.03	46.23	48.54	50.97	53.52	56.20	59.01	61.96
48*	37.07	38.89	40.91	42.92	45.13	47.39	49.76	52.25	54.86	57.60	60.48	63.50

*Steps 29A, 31A, 33A, and 41-48 mirror 2015-16 Supervisory Employees Salary Schedule Board approved 8/18/15 and may not be reflective of a 2.5% increase between steps.

Board Approved: 06/22/21

Revised: 12/14/21 3.11% increase eff: 07/01/21

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CORONA-NORCO UNIFIED SCHOOL DISTRICT

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