

# **AGREEMENT**

**Between**

**Board of Education  
La Mesa-Spring Valley School District**

**and**

**California School Employees Association  
and its  
Chapter 419**

**July 1, 2019 – June 30, 2022**

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## PREAMBLE

The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the La Mesa-Spring Valley School District (“the District”) and the California School Employees Association (“the Association”), an employee organization, and its La Mesa-Spring Valley Chapter 419. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).

## **ARTICLE 1 • Recognition**

- 1.1 The La Mesa-Spring Valley (LMSV) School District Board of Education, hereby recognizes as the exclusive representatives for classified employees of this school district the California School Employees Association (“the Association”), an employee organization, and its La Mesa-Spring Valley Chapter 419.
- 1.2 The Bargaining Unit shall be comprised of all non-certificated, full-time and part-time classified employees (exclusive of those designated as management, supervisory, confidential, substitutes, and student helpers), as designated in Appendix B, attached hereto and incorporated by reference as part of this Agreement (in accordance with Ed Code 45256).
- 1.3 In the case of disputed position designations, such disputed positions shall be submitted to PERB for resolution.
- 1.4 The District and the Association agree that the highest possible standards in human relations should be maintained between supervisors and unit members. Unit members will be treated in a fair and consistent manner in the administration of this agreement.

## **ARTICLE 2 • Definitions**

- 2.1 “Abandonment of position” occurs when an employee fails to report or return to work within five (5) working days of the classification-specific date as specified on the District calendar.
- 2.2 “Academic year” is the period from July through June when students are normally required to be in attendance and includes all recess periods falling within that time span.
- 2.3 “Anniversary date” (first day of the month in which beginning contract date falls) is the effective date for any year-to-year salary adjustment.
- 2.4 “Bumping right” is the right of an employee, under certain conditions, to displace an employee with less seniority in a class.
- 2.5 “Class” is any group of positions sufficiently similar in duties, responsibilities and authority, and with the same job title, minimum qualifications, and salary range appropriate for all positions in a class.
- 2.6 “Classification” is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title.
- 2.7 “Day” will mean calendar day, unless otherwise specified.
- 2.8 “Demotion” is a change in assignment from a higher class to a lower class that is allocated to a lower maximum salary rate or an assignment to a lower classification.
- 2.9 “Designated evaluator” is the manager/supervisor who supervises the employee.
- 2.10 “Differential” is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or hazardous work.
- 2.11 “Employee” is any classified employee, permanent or probationary, full-time or part-time (same as Regular Employee).
- 2.12 “Extended School Year (ESY)” refers to the summer break period. Assignments during ESY are not considered extra-time work.
- 2.13 “Fiscal year” is July 1 through June 30.
- 2.14 “Health and welfare benefits” means any form of insurance or similar benefit programs, including sick leave, but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.
- 2.15 “Immediate family” includes parents, grandmother, grandfather, grandchild of the employee or of the spouse of the employee, spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law or sister-in-law, stepmother, stepfather, stepdaughter, stepson, stepsister, stepbrother of the employee, any dependent relative, or any person living in the immediate household of the employee.
- 2.16 “Incumbent” is an employee assigned to a position and who is currently serving in or on leave from the position.
- 2.17 “Industrial Accident or Illness” is an injury or illness arising out of, or as the result of, employment with the District.

- 2.18 “Intervention/enrichment/intersession” are periods when schools are in recess, but offer supplemental instructional programs. Assignments during intersession are not considered extra-time work.
- 2.19 “Involuntary demotion” is a demotion without the employee's voluntary written consent.
- 2.20 “Job description” is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 2.21 “Leave and transfer policies” means any policy concerning any form of employee leave or transfer, including, but not limited to, sick leave, pregnancy and child-bearing leave, vacations, personal leave, industrial accident or illness leave, holidays, training leave, or transfer of an employee from one site to another.
- 2.22 “Minimum qualifications” are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class.
- 2.23 “Permanent employee” is a regular employee who successfully completed an initial probationary period, which shall not exceed six work months of service beyond the initial date of employment by the District.
- 2.24 “Probationary employee” is a regular employee who may become permanent upon completion of a prescribed probationary period.
- 2.25 “Promotion” is a change in the assignment of an employee to a position in a higher class.
- 2.26 “Reallocation” of a class is a movement of an entire class from one salary range or rate to another salary range or rate.
- 2.27 “Reclassification” is the upgrading or downgrading of a position to a higher or lower class as a result of the increases or decreases of the duties and/or responsibilities being performed by the incumbent in such position.
- 2.28 “Reemployment” is the return to duty of an employee who has been placed on a reemployment list.
- 2.29 “Reemployment list” is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment.
- 2.30 “Regular employee” is any employee who is permanent or probationary, full-time or part-time (same as “Employee”).
- 2.31 “Reinstatement” means an employee may have the right to an interview for a vacant position in the same classification formerly held by the employee who has resigned. Such reinstatement rights shall be for a period of 39 months from the last day of employment.
- 2.32 “Reinstatement List” is a list of names of persons who resigned from employment with the District and who requested in writing to be placed on the reinstatement list. Individual names are held on the reinstatement list for a period of 39 months from the last day of employment.

- 2.33 “Safety conditions of employment” means any work-related condition affecting the health, safety, or welfare of the employee.
- 2.34 “Salary rate” is a specific amount of money paid for a specific period of service.
- 2.35 “Salary schedule” is a series of salary steps and ranges which comprise the rates of pay for all classes.
- 2.36 “Salary step” is one of the salary levels within the range of rates for a class.
- 2.37 “Seniority” shall be the date of hire of a regular employee (see Article 18.4.1), except in cases where an employee resigns and is placed on a reinstatement list. In cases where an employee resigns from employment status and subsequently returns to employment before the 39-month reinstatement list has expired, the employee’s seniority date shall be adjusted for the time not employed. In cases where an employee resigns from employment status and subsequently returns to employment after the 39-month reinstatement list has expired, the employee’s seniority date shall be the date of reemployment.
- 2.38 “Short-term employee” means any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Requests for a short-term employee shall include starting and ending dates of employment.
- 2.39 “Special Pay Additive” refers to any additional compensation above the unit member’s regular salary (pursuant to Classified Salary Schedule); e.g., shift differential and mechanics’ hand tool stipends.
- 2.40 “Student Helper” is an employee employed by the District four (4) hours per day or less who is also a full-time student enrolled in an institute of higher learning.
- 2.41 “Substitute employee” means any person employed to replace a classified employee who is temporarily absent from duty. If there is a vacancy in any classified position, the governing board shall fill the vacancy with substitute employee(s) for not more than a total of sixty (60) working days. If a vacancy exceeds 60 working days, the District and CSEA will meet immediately to negotiate a resolution.
- 2.42 “Uniforms” are any clothing of a particular color, design, pattern, or style required to be worn by an employee of the District.
- 2.43 “Unit member” means Bargaining Unit Employee (B.U.E.).
- 2.44 “Vacancy” means a position opening that exists when a new position is created or when an existing position opens up due to the termination (dismissal, resignation, promotion) of an employee. A position is not vacant when the incumbent is on approved leave. Adjusting the work shift or the responsibilities of an incumbent’s individual position does not create a vacancy.
- 2.45 “Voluntary demotion” is a demotion initiated by the employee and/or the district, and agreed to, in writing, by the employee, the Association, and the District.
- 2.46 “Working hours” means all hours in paid status.

### ARTICLE 3 • Organizational Security

- 3.1 Notification of Membership: The District shall accept the certification provided by CSEA on dues deductions for bargaining unit members. If the union certifies in writing that it has authorization for the District to begin deductions, it is not required to provide the District a copy of the authorization, unless a dispute is raised by the employee questioning the existence or terms of the authorization.

The District shall not be obligated to put into effect any new unit member's deductions until the next pay period after the District receives written notification from CSEA. For increases in the amount of dues to be deducted, CSEA shall provide the District with written notification of the increase at a time sufficiently before the effective date of the increase to allow the District an opportunity to make the necessary changes.

- 3.2 Indemnification, Legal Fees/Costs for Defense: CSEA agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any legal action, including court action and/or administrative action before the Public Employment Relations Board (PERB), challenging the legality or constitutionality of the provisions of this Article or their implementation. CSEA agrees to pay any judgment or settlement liability arising out of such challenges.

Exclusive Right for Determination of Defense: CSEA shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

- 3.3 Miscellaneous: The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The District shall refer all requests for changes in membership status to the CSEA President and/or bargaining unit's assigned CSEA Labor Relations Representative.

- 3.4 District Notice to CSEA of New Hires:

3.4.1 The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail to the CSEA Chapter President or designee which will include the following information:

- a. Full Legal Name
- b. Date of Hire
- c. Classification
- d. Site
- e. Date of Orientation Meeting for New Hire

3.4.2 Employee Information: "Newly Hired Employee" or "New Hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of new employee orientation. It also includes all employees who are or have been previously employed by the District, and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employees' employee status changed as such that the employee was placed in the CSEA unit.

3.4.3 The District shall provide CSEA with contact information on the new hires. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired and/or a copy of the CSEA Chapter 419 application. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.



3.5 Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit members' names and contact information, as listed below, on the last working day of September, January, and May. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service and/or a copy of the CSEA Chapter 419 application. This contact information shall include the following items, with each field in its own column:

- a. First Name
- b. Middle Initial
- c. Last Name
- d. Suffix (e.g. Jr., III)
- e. Job Title/Classification
- f. Department
- g. Primary Worksite Name
- h. Work Telephone Number
- i. Home Street Address (include Apartment #)
- j. City
- k. State
- l. Zip Code (5 or 9 digits)
- m. Home Telephone Number (10 digits)
- n. Personal Cellular Telephone Number (10 digits)
- o. Personal Email Address of the Employee
- p. Birth Date
- q. Employee ID
- r. CalPERS Status
- s. Hire Date

3.6 New Employee Orientation

3.6.1 "New Employee Orientation" means the onboarding process of a newly hired bargaining unit employees, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.

3.6.2 The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall not receive less than ten (10) days' notice in advance of orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that were not reasonably foreseeable.

- a. In the event the District conducts a group orientation, CSEA shall have (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee. The CSEA Labor Relations Representative may also attend the orientation.
- b. In the event the District conducts one-on-one orientations with new employees, CSEA shall be permitted to attend and participate.

3.6.3 The District shall include the CSEA membership application in any classified employee orientation packet of District materials provided to any newly hired classified employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution. The District will collect and provide to CSEA a copy of the completed CSEA Chapter 419 application.

- a. The orientation session shall be held on District property, during the workday of the employee(s), who shall be on paid time.
- b. During CSEA's orientation session, no District manager or supervisor, or non-unit employee shall be present.

3.7 Grievance Procedure for New Employee Orientation: Any alleged violation, misinterpretation, or misapplication of the terms of the New Employee Orientation shall be subject to the grievance procedure of this Agreement, but only by CSEA.

## **ARTICLE 4 • Evaluation/Due Process**

- 4.1 Evaluation: Evaluation is the process of assigning values to the way an employee performs their duties. It is expected that evaluation goes on continuously, whether it is informal or formal, whether it is recorded or carried as an opinion in the mind of the evaluator. The evaluation shall be submitted in the format approved as the formal evaluation document by the Personnel Commission of this school district (Appendix C), and it shall carry the specific recommendation of the evaluator pertaining to the granting of permanency and/or advancement of salary step. Each employee shall be given a copy of the formal evaluation document and be afforded the opportunity for conference with the reporting evaluator at the time of its presentation. The employee is required to sign the evaluation form, indicating it has been discussed and reviewed. This does not necessarily indicate agreement with the contents therein. The employee shall have the right to attach a statement of rebuttal. This performance record shall become a part of the personnel file for each employee.
- 4.2 Evaluations shall be completed by the designated evaluator of each employee. The evaluator may solicit input from a variety of on-site sources that may be responsible for the day-to-day direction of the employee. Evaluations should also be based on first-hand observation by the evaluator. Evaluations shall be made as follows:

Probationary employees - A probationary employee must serve a probationary period of six months or 130 days in a paid status, within the classification, whichever is longer. During the probationary period, an employee may be terminated at any time. If such termination occurs, an evaluation shall be presented to the probationary employee. Should no termination occur during the probationary period, a probationary employee shall receive evaluations at the end of 90 days and the date ending the first six months of continuous service (or 130 days in a paid status) in any given position.

Permanent employees - Permanent employees shall receive a regular evaluation every two (2) years by their anniversary date unless the employee has received an unsatisfactory evaluation, in which case the employee shall be evaluated annually, or at the discretion of the evaluator, until they receive a successful evaluation. The evaluation shall carry the recommendation of the evaluator for granting or denying a salary step/increment. Denial of a salary step/increment may be recommended when the overall evaluation rating indicates an unsatisfactory status. In the event an unsatisfactory performance is noted, specific recommendations for improvement will be set forth in writing. Denials of steps/increments shall necessitate a supplemental evaluation not later than sixty (60) days after the evaluation is made, with an additional supplemental evaluation sixty (60) days thereafter. In the event the deficiencies as noted have been overcome, there shall be an amended evaluation stating that the employee's performance is now satisfactory and the step/increment awarded to become effective on the first day of the next pay period following the successful supplemental evaluation.

The evaluation process will include a meeting between the evaluator and the employee. The evaluation will be discussed individually, with strong and weak areas noted. No evaluation of any employee shall be placed in the personnel file without an opportunity for discussion between the employee and the evaluator. Negative evaluations shall include, in writing, specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. Evaluations shall be based on direct observation or verifiable evidence.

Supplemental evaluations may be conducted at any time. The regular evaluation form shall be utilized for such evaluations. Nothing in this Article shall be construed as limiting the evaluator's right to submit letters of commendation, statements of concern, reports on job performance, or incident reports, and placing them in the employee's personnel file. The employee has the right to respond to each individual report in writing.

- 4.3 Employees should be notified within thirty (30) days of the designated evaluator's knowledge of issues or behaviors that may impact an overall successful evaluation in order for the employee to properly respond and correct any deficiency.
- 4.4 The permanent personnel file of each employee shall be maintained at the District's Human Resources Department. Files or notes kept by an employee's supervisor may be used for reference and shall not be included in the permanent personnel file.
- 4.5 Recognition of outstanding employee performance received by a supervisor shall be shared with the employee; when such recognition is placed in writing, copies shall be placed in the employee's personnel file.
- 4.6 Employees shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given a reasonable amount of time during working hours, without loss of pay, to prepare a written response to such material. The written response shall be attached to the material.
- 4.7 An employee shall have the right at a reasonable time, without loss of pay, to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.

#### **Due Process**

- 4.8 When an employee is summoned to a meeting, they shall be informed of their Weingarten Rights:
- Purpose or subject of meeting.
  - Right to representation if you think the meeting might lead to discipline, reprimand or dismissal.
  - Right to stop meeting upon request to obtain representation.
- 4.9 Public Charges: Any citizen, parent, staff member, or student complaint about an employee shall not, in and of itself, constitute grounds for a negative evaluation. Such complaints regarding an employee, if to be pursued by the administration or determined to be of credence warranting further investigation, shall be placed in writing by complainant and given to the administration. The administrator shall give the complaint to the employee within five (5) workdays of receipt of the written complaint. At that time, the employee will have the right to respond and rebut the charges in written form. If requested, the employee shall be provided the opportunity for a conference with the complainant and appropriate administrator, with representation from the Association at the employee's request. If the complainant refuses to appear at the conference, all charges shall be dropped and no further action taken unless investigation has established facts which should be pursued. Release time for processing complaints shall be granted to involved employees and representative.

The District shall not dismiss or refuse to reemploy an employee solely on the basis of allegations or unproven charges as leveled by citizen, parent, staff member, or student complaints.

## ARTICLE 5 • Organizational Rights

5.1 CSEA Rights: CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:

5.1.1 The District agrees that no unit member shall be discriminated against on account of membership in, or participation in appropriate activities on behalf of the Association.

The District agrees not to require members of this bargaining unit to perform the work of other bargaining units. Further, The District shall not allow other bargaining units to perform the customary work of CSEA.

5.1.2 The right of access at reasonable times to areas in which employees work, for the purpose of representing bargaining unit members on grievances and matters related thereto.

5.1.3 The right to use without charge, bulletin boards, mailboxes, intra-district mail system, email and other District means of communication, for posting or transmission of information or notices concerning CSEA matters. Mail personally addressed to CSEA members shall be opened only by the addressee.

5.1.4 The right to use without charge, district equipment, facilities, and buildings at reasonable times, for the purpose of processing grievances and other related matters.

5.1.5 The right to review employees' personnel records and files when accompanied by the employee or upon presentation of a written authorization signed by the employee.

5.1.6 Human Resources shall provide CSEA with all current seniority rosters by November 1<sup>st</sup> of each year. The seniority rosters shall be updated throughout the year, copies of which shall be available to the Association upon request. The District shall provide job descriptions upon request, or whenever a change in a job description occurs.

5.1.7 The right to receive upon request without cost two (2) copies of any and all materials related to wages, hours and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of Unit Member covered by this Agreement.

5.1.8 The right to conduct orientation sessions on this Agreement for employees of the Bargaining Unit during regular working hours, such sessions to be held with advanced approval from the District following ratification.

5.1.8.1 The Association shall have the right to utilize the last ten (10) minutes of one scheduled staff meeting per month to conduct Association business.

5.1.8.2 The District shall allow release time of at least one bargaining unit member per department, from each site, to attend CSEA chapter meetings held within the District. The aforementioned unit members must notify their Department manager of their intent to attend a CSEA chapter meeting at least one week in advance of the applicable meeting.

5.1.9 The right of release time for CSEA, Chapter 419, delegates to attend the CSEA Annual Conference. Authorized delegates determined by CSEA formula.

5.1.10 Employees designated by the Association as members of the negotiations team shall be given reasonable release time to participate in negotiations. The District shall provide for substitutes as necessary.

5.2 The District agrees that within sixty (60) days after ratification of this contract, the District shall assume the cost of printing and distributing one (1) copy of the contract to every Executive Board Member, Negotiating Team member, Site Representative, Manager, School Office Manager, Department Secretary and Human Resources supervisors, plus twenty five (25) additional copies for CSEA. Human Resources shall provide information to all current and new employees about how to access the contract online. Human Resources shall provide information to all current and new employees about how to access the most up-to-date contract online. The district will update the CSEA website with all applicable side letters and MOUs and agreements to be maintained/updated on the district website.

5.2.1 Human Resources shall post the most up-to-date contract and all applicable side letters, MOUs and agreements on the District website and shall provide information to all current and new employees about how to access these materials.

5.3 In order to provide clear communications to all employees and District management, CSEA shall have the right to have representatives at each work site and/or each department. One (1) Bargaining Unit member will serve as liaison with employees of that work site between the District and/or CSEA Chapter officers. A current list of site representatives shall be supplied to the Human Resources Department.

5.4 Duties, Responsibilities and Compensation of Job Stewards: The following shall be understood to constitute the duties and responsibilities of Job Stewards.

5.4.1 Job Stewards shall be permitted to leave their normal work area with reasonable notice to their supervisors and at a mutually agreeable time in order to assist in investigation, preparation, writing, and presentation of grievances. The Job Steward shall advise the grievant's supervisor of their presence. The Job Steward is permitted to discuss any problem with all employees immediately concerned and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

5.4.2 If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Job Steward at the time of the request mentioned in 5.4.1, the Job Steward shall be permitted to leave their normal work area as soon as possible after the Job Steward request.

5.4.3 Job Stewards who are requested by an employee or District to represent an employee at a meeting will be paid according to the following:

1. The meeting is held outside of the Job Steward's regular work hours.
2. The pay will be at overtime rate according to Ed Code and Labor Code rules.
3. The Job Steward will not be paid for wait time.
4. The Job Steward will not be guaranteed a two-hour minimum.
5. The Job Steward will submit a monthly time sheet to the Human Resources department.

All managers and supervisors will be encouraged to schedule meetings at a mutually convenient time for the employee, manager and Job Steward.

- 5.5 Authority: Job Stewards shall have the authority to file notice and take action on behalf of unit members relative to rights afforded under this Agreement.
- 5.6 CSEA Staff Assistance: Job Stewards shall be entitled to seek and obtain assistance from CSEA staff personnel, for the purpose of processing grievances and related matters and other reasons relating to wages, hours, terms and conditions of employment covered by this Agreement.
- 5.7 The Association and District recognize the importance of a strong and collaborative relationship. We agree that release time to build membership collegiality, communication, and a strong relationship is essential.

Twenty percent (20%) release time for the CSEA President. This release time shall be used each week, as pre-arranged with the department manager. For example, the President might be released one full-day per week or two half-days. The purpose of the release time is to increase oral and written communication with classified personnel, complete duties required by the President and provide time to attend meetings with District personnel.

The CSEA Chapter Secretary shall have ten percent (10%) release time available to conduct chapter business.

One hundred sixty (160) hours of release time (above the 20% and 10% release time listed) shall be allocated and available to the CSEA Executive Board to support the mutual interest of a strong collaborative relationship. Executive Board members shall inform their immediate supervisor of release time in a timely manner. The Executive Board shall complete employee absence forms and provide the Assistant Superintendent, Human Resources with release time totals as requested.

The Association and District both realize the need to insure the ongoing efficient operations of the District. Both parties agree that, at times, the needs of the District will supersede the need for release time.

Release time under this provision shall not be used for any activity in violation of the Agreement, or for any purpose unrelated to the Association's obligations as the exclusive representative of the Bargaining Unit.

- 5.8 The District will provide CSEA, Chapter 419, with a room to conduct business each fiscal year. The room site will be mutually agreed upon by the District and CSEA Chapter 419. The District agrees to provide phone and District internet access and will maintain the computer system. The District will clean and maintain the room on an as-requested basis.

## ARTICLE 6 • Wages and Allowances

### 6.1 LONGEVITY

Beginning with 10th year— 5% of the employee's current Step (G) of the salary schedule  
Beginning with 15th year— 7% of the employee's current Step (H) of the salary schedule  
Beginning with 20th year— 5% of the employee's current Step (I) of the salary schedule  
Beginning with 25th year— 5% of the employee's current Step (J) of the salary schedule

Classified employees shall be eligible for longevity when more than one-half (½) of the markings on the evaluation form are rated as successful or above. When the majority of markings are less than successful, the employee shall not receive longevity. Denials of longevity shall necessitate a supplemental evaluation not later than sixty (60) days after the original evaluation is made. Subsequent supplemental evaluations may be made at any time, but no less than 90-day intervals. At any time, when the majority of the ratings are successful or above, longevity shall be restored.

6.1.1 In the event any other employee group (i.e., cabinet, management, certificated, confidential or supervisory) receives a salary increase (other than for reclassification, global reclassification study or benchmarking), greater than that provided to the classified bargaining unit, the classified bargaining unit salaries shall be adjusted to reflect that percentage increase.

6.1.2 The La Mesa-Spring Valley School District and CSEA agreed to change those employees adversely affected at the time of the Global Salary Study (July 1, 2008) to be grandfathered to the then existing salary schedule, and to revise Article 6.8. This applies to any employee hired on or before July 1, 2008.

For example, newly hired bargaining unit classified employees would be placed at the pay range as defined by the 2008 Global Salary Study (i.e., a newly employed Skilled Maintenance II would be placed at Range 70). However, classified employees who were employed at the time of the 2008 Global Salary Study would be placed at the pay range in effect prior to the 2008 Global Salary Study (i.e., Skilled Maintenance Worker II would be placed at Range 76). Employees in those positions would be grandfathered in place so that they are eligible for any and all negotiated COLAs and other salary enhancements. This became effective April 1, 2012, so that the applicable employees shall receive COLA on the grandfathered salary schedule.

The above agreement will not adversely affect any Y-rated (current employees promoted into a classification at the lower rate as determined by the Global Salary Study) and/or grandfathered employee hired on or before July 1, 2008.

This language will eliminate future Y-rating. Any employee negatively affected by future Global Salary Studies will be "grandfathered."

6.2 Overtime: Except as otherwise provided herein, all overtime hours, as defined in this Section, shall be compensated at a rate of pay equal to time and one-half of the regular rate of pay of the employee for all work performed. Overtime is defined to include any time in a paid status in excess of eight (8) hours in any one day or on any one shift, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.



- 6.2.1 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work.
- 6.2.2 All hours worked on the seventh consecutive day of work shall be compensated at double the regular rate of pay. Sundays, not a part of the regular work schedule, and holidays shall be compensated at double the regular rate of pay.
- 6.2.3 Overtime/Extra Time, Vacant and Long Term Assignments: (NOTE: Transportation and Child Nutrition employees please refer to procedures in Article 15 and Article 16, respectively.)

Opportunities for overtime, extra time, vacant and long term assignments shall first be offered to appropriately qualified employees at the specific site/department, and second to any other permanent employees possessing the appropriate qualifications. All assignments shall be made according to seniority on a rotating basis. If no district employee accepts the assignment, then it shall be offered to appropriately qualified District substitutes.

Appropriate qualifications for vacant and long term assignments (as outlined above) to include experience and performance in the applicable assignment.

A notice stating the work to be performed, approximate length of time required to perform such work, the number of employees needed and the required qualifications shall be posted in a designated area. Interested employees shall sign-up and selection shall be made from that sign-up list in the order of employee seniority. Failure to sign up does not waive any employee's right to future opportunities. Once an employee has received an overtime/extra time assignment their name shall go to the bottom of the rotating seniority list.

Ongoing assignments (for example, church services) shall be assigned on a quarterly basis, according to the same criteria.

- 6.2.3.1 An employee who accepts an extra-time assignment in accordance with the provisions of Section 6.2.3 shall receive on a pro-rata (hourly) basis, no less than the compensation and benefits applicable to that classification during the regular academic year.

Employees shall be compensated at the rate of their step on the salary schedule for the designated job classification.

Refer to Section 6.2 for assignments resulting in overtime compensation.

- 6.2.3.2 All such assignments outside the regular work schedule, as noted in the foregoing sections, shall be on a voluntary basis.

- 6.2.3.3 Employees shall not lose or gain hours worked as a result of scheduled in-service days which occur on designated workdays for unit members.

- 6.3 Compensatory Time: Overtime may be compensated in the form of compensatory time off in lieu of cash payment at the election of the employee. Compensatory time shall be compensated at a rate of time and one-half of the regular rate of pay of the employee for all work performed. Time off in lieu, therefore, shall be taken at a mutually acceptable time within the fiscal year of the date earned and at the step and classification range at time earned, with the understanding that if compensatory time is not taken prior to the date of increment or classification change, it shall be paid in cash as per the above conditions.

- 6.4 Shift Differential: A unit member whose assigned work shift commences after 2:00 p.m. and by 5:30 a.m., shall be paid a differential of five percent (5%) in addition to the regular rate of pay for that classification. Employees temporarily assigned to a day shift within their own classification, shall not suffer any reduction in pay during that period of time. Nothing in this Article shall preclude the right of management to affix an additional percentage for specific positions assigned extraordinary responsibilities.
- 6.5 Working Out of Classification: For any day an employee is required/requested by his supervisor to work in a higher classification, the employee shall be compensated for each day so worked at the salary step of the higher classification that represents an increase of at least eight percent (8%). "Out of Classification" shall be defined as performing a majority of the duties of the higher classification by an employee for fifty percent (50%) or more of the employee's assigned workshift.
- 6.6 Minimum Call Back: When a unit member is called in for work on a day not regularly scheduled, or after completion of their regular shift, they shall be compensated for a minimum of two (2) hours at the appropriate rate irrespective of the additional time worked.
- 6.7 Mandatory Meetings: Every effort shall be made to schedule district-initiated meetings within a unit member's regular work schedule. When such meetings begin and/or end outside the employee's regular work schedule, the employee shall be compensated for their attendance.
- 6.8 Promotion to Higher Classification: An employee who receives a promotion to a class allocated to a higher salary range may be placed on the step that provides for a minimum of eight percent (8%) above the rate the employee received in his/her previous class, exclusive of special pay additives. If the employee's current class and years of service are such that a minimum of an eight (8%) increase is not realized with the promotion, the employee will be placed at the appropriate step of the new classification that yields the minimum eight percent (8) increase. If the eight percent (8%) increase would result in placement of an employee beyond Step J of the new classification, the employee's pay will remain fixed until the employee's actual longevity matches the step placement that resulted from the promotion.
- If a service increment (step increase) is due the employee at the time of promotion, it shall be credited and applied in the determination of the promotional salary placement. If a service increment is not due at the time of promotion, it shall be granted in a higher classification on the same date it would have been granted in the lower class.
- 6.9 Mileage: An employee required to use their own vehicle while on District business shall be reimbursed at the current rate paid by the District, which shall not be less than the IRS standard for all miles driven in behalf of the District. The mileage compensation shall be paid by separate warrant as soon as possible after submission of an expense claim by the employee.
- 6.10 Meals and Lodging: An employee required to be lodged away from home overnight or for meals while on District business away from their regular assignment shall be reimbursed by payment upon submission of an expense account claim by the employee.
- 6.11 Payroll: All regular paychecks (warrants) of employees in the Bargaining Unit shall be made available on the last working day of each pay month. All of the above provisions are dependent upon the District's reliance on the County Office of Education for this service. Errors in pay warrants shall be corrected within five (5) working days. The employee shall be responsible to reimburse the District for overpayment on a repayment schedule determined by the employee, District, and CSEA. Repayment schedule shall not exceed six (6) months.

6.12 Pay Increases: The District shall make a lump payment of an agreed-upon retroactive wage increase resulting from this Agreement or any amendments thereto on a mutual date agreed to between the District and CSEA, but in no case shall the date exceed sixty (60) days from the date this Agreement is approved by the Board.

6.12.1 The District will make reasonable attempts to contact all retired employees to notify them of ratification.

6.12.2 Any Bargaining Unit member who leaves District employment between July 1 and contract ratification will be paid any earned retroactive wages upon written request to Payroll. Such request must be received by Payroll within sixty (60) calendar days of ratification.

6.13 Bilingual Differential: Unless specified in a current job description (e.g., District Translator), current or future unit members who are required to exercise their ability to translate to and from English by speaking, reading or writing a non-English language as part of their customary job duties, shall be entitled to receive a bilingual differential stipend of five percent (5%) of their hourly rate of pay, providing the need is determined by the site administrator and they meet the Bilingual Differential Certification Standard prescribed by the Personnel Commission. The requirement for translation skills will be determined by the site administrator based on significant sub-group language(s) spoken at the site.

The process for determining the need for, and subsequent testing of individuals, is as follows:

A Bilingual Differential Certification request for specific unit members or vacant positions must be completed by the site administrator and submitted to the Personnel Commission Office. Personnel Commission staff will administer a skills test to determine competency, with an emphasis on the ability to speak the required language. The site administrator may request to remove the bilingual differential stipend from the unit member(s) or vacant positions when the translation is no longer needed. The District may conduct a bilingual differential need analysis as needed.

## ARTICLE 7 • Hours of Employment

- 7.1 Workweek: The workweek shall be Monday through Friday, eight (8) hours per day and forty (40) hours per week, unless assigned to a position requiring fewer hours. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary, except as provided in Article 6 of this Agreement.
- 7.2 Workday: The length of the workday for each employee shall be designated by the District in accordance with the requirements of the particular assignment. Each employee shall be assigned a fixed, regular and ascertainable minimum number of hours per each regular workday as soon as possible after the beginning of the school year.
- 7.3 Assigned Time and Fringe Benefits: Any unit member who is required to work fifteen (15) minutes or more in excess of their part-time assignment for a period of twenty (20) consecutive working days shall have their basic assignment changed to reflect longer hours in order to acquire fringe benefits on a properly prorated basis. The District shall leverage seniority, (whenever seniority can be used,) before Education Code 45137 goes into effect. Parties agree that when additional time is identified for a part-time position per 7.3, then the procedure on Section 7.9 shall be honored.
- 7.4 Lunch Periods: All employees working five (5) or more consecutive hours shall be entitled to an unpaid and uninterrupted (duty-free) lunch period.

7.5 Breaks:

Hours of Shift	Break	Lunch (minimum)	Break
Less than 3.5	n/a	n/a	n/a
3.5 to less than 5.0	15 min	n/a	n/a
5.0 to less than 6.75	15 min	30 min	n/a
6.75 to 8.0	15 min	30 min	15 min

Employees shall not be permitted to shorten their workday by foregoing rest or lunch periods.

Breaks for Campus Attendants only:

Hours of Shift	Break	Lunch (minimum)	Break
Less than 3.5	n/a	n/a	n/a
3.5 to less than 5.0	15 min	n/a	n/a
5.0 to less than 6.75	15 min	30 min	n/a
6.75 to 8.0	15 min	30 min	15 min

(See Article 16 for Child Nutrition Services Dept, and Article 21 for Extended School Services Dept.)

- 7.6 Employee Accommodations: The District shall make available at each work site adequate lunchroom and restroom facilities for employees' use.
- 7.7 Hours Worked: For purposes of computing length of service, and therefore order of layoff and reemployment, the District shall comply with all provisions as set forth in Education Code 45308.
- 7.8 Reduction in Assigned Time: Any reduction in assigned time shall be accomplished in accordance with Article 18 (Layoff and Reemployment).
- 7.9 Increase in Hours: When additional hours are assigned to an employee with fewer than eight (8) hours, if the hours are ongoing, the assignment should first be offered to the employee with the greatest seniority in the class. If the increase is just for the remainder of the school year, then the hours need not be offered to the senior person, with the understanding that the hours would revert back to the same as earlier in the year.

## **ARTICLE 8 • Employee Expenses and Materials**

- 8.1 Expenses and Maintenance of Tools: The District agrees to provide all tools, equipment, and supplies reasonably necessary to unit members for performance of employment duties. Transportation mechanic tools are addressed in Article 15.
- 8.1.1 Safety Equipment: Should the employment duties of an employee in the Bargaining Unit, as determined by their supervisor, OSHA, or State law, require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear, or to reimburse the employee for the full cost of procuring such.
- 8.1.2 Physical Examinations: The District agrees to provide the full cost of any medical examination required as condition of continued employment, including, but not limited to, the provisions outlined in Education Code Section 49402 or its successor.
- 8.1.3 Uniforms: The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, emblems, and cards as required by the District to be worn or used by Bargaining Unit members.
- 8.1.4 In-Service Training: Bargaining Unit members may request, or the Board may require, the employees to take a paid, in-service leave. The purpose shall be to improve the District's programs by providing the employees with an opportunity to attend a workshop or other in-service training for job improvement.
- 8.1.5 In-Service Training Time: In-service training shall take place during regular working hours at no loss of pay or benefits to employees. The District shall provide the First Aid/CPR and ServSafe training during a staff development day or during the normal workday. The District shall reimburse permanent employees for the cost of any and all required training programs.
- 8.1.6 District Required Certifications: The District shall reimburse employees for the cost of any and all District-required training programs/classes and certifications.

## ARTICLE 9 • Health and Welfare Benefits

- 9.1 The District and Association agree that the District shall provide the currently modified medical, dental, and life insurance benefits programs for all eligible employees in the Bargaining Unit. Any changes to this plan shall be negotiated and mutually agreed upon and ratified by the membership.

Effective January 1, 2012, the District shall offer Kaiser and United Healthcare (VEBA) Plans. For current employees only, the District shall pay 30% of dependent coverage for the value of Network 1 or Standard rates. Such coverage is available for employees working 50% or more. However, retirees are not eligible for District-subsidized dependent care coverage.

Due to the changes with both medical benefit providers, all plans will have modifications to co-payments and coverages. Those benefit changes are outlined in *plan comparison sheets* provided to every employee and are included in the carrier master contracts available to employees on request.

In addition, the District shall provide to all eligible employees \$1,927.30 as an amount to be used at the employee's discretion for dependent coverage, additional insurance, tax sheltered annuities, and/or cash on the employee's monthly warrant. Unit members working six hours or more (75% or more) shall receive the \$1,927.30 discretionary amount.

Employees employed part-time (50%–74%) shall receive full health, dental, and life insurance benefits. These employees shall also receive a pro rata share of \$1,927.30, based on the number of hours employed, i.e., a 50 percent (50%) employee shall receive 50 percent (50%) of the above mentioned discretionary amount.

The District and Association agree that the effective salary improvement for the prior year shall be applied to the discretionary cash balance (currently \$1,927.30), effective July 1 of each subsequent year. All negative impacts shall be subject to bargaining.

- 9.2 Insurance Provisions Upon Retirement: Employees having reached retirement age of fifty-five (55) years, and accepting retirement benefits as provided under the Public Employees Retirement System (PERS), and having a minimum of ten (10) years of insurance eligibility in this District during the immediate past fifteen (15) years, shall have extended to them group health and dental insurance benefits. Premiums for health and dental insurance benefits shall be paid by the District to the in-force carrier until such time as the retiree reaches age sixty-five (65) or becomes eligible for Medicare.

- 9.2.1 In addition, the retiring employee shall have the option of having dependents included under this same coverage, medical and dental only, with the retiree making the premium payment for such dependent coverage. This commitment to dependent coverage would be mandatory at the time of retirement without showing evidence of insurability per insurance carrier requirements. Following that date, no dependent coverage could be included or added without showing evidence of insurability. Dependent coverage could be discontinued at the retiree's option at any subsequent date. Payment for dependents' premiums shall be remitted semi-annually to the District on dates as designated by the District.

To be eligible for the benefits described in Sections 9.2 and 9.2.1 above, the employee must meet the requirements above and must have been employed by the District on or before June 30, 2018. Employees hired after June 30, 2018, are not eligible for the benefits described in Sections 9.2 and 9.2.1 above.

- 9.3 Extended School Services:

- A. The District agrees to free use of Extended School Services (ESS) for all classified employees, while the employee is working during the employee work day.

- B. This benefit extends only to employees whose child(ren) is/are enrolled in and attending La Mesa-Spring Valley schools.
- C. Employees with children enrolled in other school districts receive no cash benefit or payment for ESS services.
- D. This benefit is subject to continuation of a District-sponsored ESS program and the following criteria:
  - 1. Employees and their children must follow and adhere to ESS guidelines.
  - 2. The enrolled child(ren) must be the child(ren) of a classified employee or the classified employee must be the legal guardian of the enrolled child(ren).
- E. Employees shall also have free access to ESS, subject to the criteria in paragraph D above, at the following times:
  - 1. When employees are working intersession and/or summer duties, for the duration of the time performing intersession/summer duties.
  - 2. When employees are in professional growth related to the employee's assignment or a prospective future position with the District, while participating in such related duties. Determination of qualified professional growth shall be made by the employee's supervisor, or the Assistant Superintendent, Human Resources.
  - 3. During calendared workdays of the school year.

9.4 Opt-Out Payment: District payments to Fund 17, commonly known as the Opt-Out Fund, will be paid annually based on the following calculation:

(Base employee cost for least expensive standard plan (currently Kaiser) - \$800.00) /6 (1) x  
(number of employees opting out).

Regardless of the number of employees opting out, the minimum payment to Fund 17 will not be less than \$50,000 per year.

Once the base contribution of \$50,000 per year is reached, the annual funding shall be adjusted based on the funded COLA received by the school district; the contribution will not be adjusted to an amount below \$50,000.

9.5 Benefits Committee: Employee-Employer Insurance Committee - The parties agree to participate in a collaborative partnership as a means of delivering health and welfare benefits. The Insurance Committee will be a collaborative partnership composed of one representative and one alternate from each represented employee group: CSEA, Teachers Association, Administrator's Association, and Cabinet. The committee will meet at a minimum twice annually to make recommendations affecting the insurance program. Each employee group will have one vote when deciding on recommendations. The type and level of benefits and providers will be modified only through the bargaining process.

## **ARTICLE 10 • Vacation Provisions**

- 10.1 All probationary and permanent unit members shall earn paid vacation on a fiscal year basis, July 1 through June 30, in accordance with the provisions of this Article.
- 10.1.1 Unit members shall earn vacation during ninety-(90) day temporary assignments or while on any paid leave of absence.
- 10.1.2 Vacation time shall be paid at the regular rate of the unit member.
- 10.1.3 Every effort shall be made to enable vacation to be taken at the times requested by the unit member, consistent with the needs of the District and the workload of the school or department. Vacation time must be approved in advance by the employee's evaluator.
- 10.1.4 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest unit seniority shall be given their preference on a rotating basis.
- 10.1.5 Employees working less than a full year (12 months) shall be required to take accrued vacation days during the period of their work year. Accordingly, these unit members shall not be permitted to carry forward vacation into a subsequent year. Should extenuating circumstances occur, as determined by the Assistant Superintendent, Human Resources, the employee shall be allowed to carry over no more than five (5) vacation days. Employees working less than a full year shall receive monetary compensation at the close of the school year for vacation days earned, but not taken.
- 10.2 If the employee is not permitted to take their full annual vacation, then the amount not taken shall accumulate for use in the next year or be paid in cash at the end of the year at the option of the employee.
- 10.2.1 For 12-month employees, the number of vacation days that may be carried over into a new fiscal year may not exceed the entitlement earned in two (2) consecutive years.
- No unit member shall be permitted to have more than two (2) years of earned vacation at the end of a fiscal year. Unit members shall utilize all additional vacation days in excess of such maximum for actual vacation leave before the end of the fiscal year; exceptions may be considered by the Assistant Superintendent, Human Resources. The Human Resources Department shall notify any 12-month employee by March 1 when it appears the employee's maximum carryover vacation entitlement will be exceeded on June 30.
- 10.2.2 A unit member may be granted vacation during the year, even though not earned at the time vacation is taken.
- 10.2.3 If a unit member terminates employment with the District and has been granted vacation which was not earned at the time of termination, the District shall deduct from the unit member's final warrant the amount of wages paid for any unearned vacation that was taken.
- 10.2.4 Upon separation from service, a unit member shall be entitled to lump sum compensation for all earned but unused vacation, except for employees who have not completed six (6) months of service in regular status. Earned vacation does not become a vested right until an employee completes an initial six (6) months of employment.



- 10.2.5 A unit member whose vacation is earned and begun under a given status, shall suffer no loss of earned vacation credit by reason of subsequent changes in conditions of employment during that vacation.
- 10.2.6 A unit member who becomes ill during vacation, under the provisions of Article 11, shall immediately notify the District, and shall make arrangements for rescheduling of vacation in accordance with this Article. Upon proper notification to the District, the unit member shall be placed on illness or injury leave. The District may require proof prior to adjusting such illness or injury leave. Mandatory vacation days cannot be changed to sick leave.
- 10.2.7 Holidays occurring during a unit member's vacation shall not be charged against the unit member's vacation time.
- 10.2.8 Unit members will be notified annually by the District of their accumulated vacation.

10.3 Vacation entitlements shall be determined as follows:

<u>12-Month Employees</u>	<u>Vacation Days</u>
1st year	12
2nd - 4th year	14
5th - 9th year	17
10th - 15th year	20
16th - 20th year	22
21st - 22nd year	22.5
23rd - 24th year	23
25th year and thereafter	24

Less Than 12-Month Employees: Paid status days times factor as indicated below equals yearly vacation allotment. Paid Status Days - are the number of days scheduled to work. Appropriate Factor - is the percentage factor used according to the number of years unit member has been employed, under contract, in the District. Note that this figure increases as years increase.

	<u>Factor</u>
1st year	.0462
2nd - 4th year	.0538
5th - 9th year	.0654
10th - 15th year	.0766
16th - 20th year	.0846
21st - 22nd year	.0865
23rd - 24th year	.0885
25th year and thereafter	.0923

Example: An employee with 202 paid status days (such as an Aide), and has been with the District four years:

Days X Factor

202 X .0538 = 10.8676

Rounded down to nearest quarter day = 10.75 days' vacation

10.4 Mandatory use of vacation days: Employees may be required to utilize mandatory vacation days for the purpose of fulfilling the employee's contracted work year.

## ARTICLE 11 • Leaves

- 11.1 Bereavement Leave: An employee shall be granted leave of absence, with pay, not to exceed five (5) days per occurrence. Said leave shall be granted only for the death of a member or members of the immediate family as defined in Article 2.15.
- 11.2 Jury and/or Witness Leave:
- 11.2.1 An employee called for jury duty in the manner prescribed by law or required to appear in court, other than as a litigant, or to appear as a witness in a court, when subpoenaed by proper authority, or in response to an official order from another governmental jurisdiction, shall be granted leave. Such leave is without loss of salary.
  - 11.2.2 An immediate supervisor may request an employee defer jury duty to a more efficient time for the department.
  - 11.2.3 An employee working less than 12 months per year, who agrees to defer to a non-work period shall be compensated at Step A of his/her classification prorated to hours of regular service. If employee agrees to the deferral, he/she must:
    - (1) Submit a Jury Duty Deferral Form to the Human Resources Department requesting this pay option. Include a copy of the original jury duty service notice showing you were summoned initially to perform your service during your regular work year, and a statement indicating you have requested the jury commissioner to postpone your jury service to a non-work period. Include the new dates.
    - (2) Upon completion of jury duty during a non-work period, submit a signed validation from the jury commissioner showing each day of jury service performed and a completed District time sheet.
  - 11.2.4 Employees called for jury duty or called to serve as a witness (when they are not the plaintiff) for any portion of the day shall immediately notify the District of the dates such leave will be required.
  - 11.2.5 Employees serving on jury duty for any portion of a day are not required to return to work that day. The employee shall obtain a verification of service form for their day(s) of service.
  - 11.2.6 The District shall pay the employee the difference, if any, between the employee's regular rate of pay and any amount received by the employee for the jury duty or witness service, less meals, travel, and parking allowance if the employee is compensated for such service by the jurisdiction.
  - 11.2.7 The District requires verification of jury and/or witness leave time prior to or subsequent to providing jury duty compensation.
  - 11.2.8 Immediately upon return to service, the employee shall complete the District absence form and submit it, along with their verification of service form(s), to their immediate supervisor.
- 11.3 Sick Leave:
- 11.3.1 Sick leave is paid leave earned and granted to an eligible employee for absences from work caused by personal illness or injury, or for emergency or routine medical or dental appointments. Employees shall notify their supervisor/designee as soon as the date/time of an appointment is known. For purposes of this Section, illness or injury includes the diagnosis, care or treatment of an existing health condition or preventative care for the employee or family member. Paid sick leave under this Section shall also be available for an employee who is the victim of

domestic violence, sexual assault or stalking. These uses are provided in accordance with the Health Workplaces, Healthy Families Act of 2014 (AB 1522).

- 11.3.2 For the purposes of this Section, please refer to family members as defined in Article 2.15.
- 11.3.3 A regular, full-time (12 month) employee shall earn one (1) sick day per month in accordance with Education Code Section 45191. An employee working less than twelve months shall earn sick leave on a pro rata basis. Unused sick leave may be accumulated without limit. In no event will a part-time employee accrue sick leave at less than 1 hour for every 30 hours worked.
- 11.3.4 At the beginning of each fiscal year, each employee's sick leave balance shall be increased by the number of days of paid sick leave which they would normally earn in the ensuing fiscal year. An employee's sick leave balance shall be adjusted if a change of assignment alters the amount of sick leave earnable. If an employee accepts a position with another school district of this State after one (1) year of District service and within one (1) year of their termination, any accumulated sick leave may be transferred to the employee's new district. Request for such transfer verification is the responsibility of the employee.
- 11.3.5 Compensation for any day of sick leave shall be the same as the employee would have received if they had worked that day. Employees with varying work schedules shall be granted such leave according to average hours worked.
- 11.3.6 Sick Leave Procedures:
- If the need for sick leave is foreseeable, employees shall provide reasonable advance notification to their supervisor/designee, as provided below. When the need for sick leave is unforeseeable, employees must provide notice of the need for leave as soon as practical under the circumstances, but if possible shall make reasonable efforts to provide notice in accordance with the requirements below.
- A. If a substitute is required:  
The employee shall notify the District's automated system and their supervisor/designee when requested, of their absence at least two (2) hours (if possible) prior to the starting time of their work day, unless conditions make notification impossible. When an employee cancels an absence request made through the automated system, the attendance clerk's voice mail must also be notified.
- B. If no substitute is required:  
The employee must notify the attendance clerk (or the automated system), and their supervisor/designee prior to the beginning of the workday.
- C. Taking sick leave while on duty:  
The employee must notify their supervisor/designee of the reason for taking sick leave during mid-work shift.
- 11.3.7 The Assistant Superintendent, Human Resources, or designee, may require an employee to provide written verification from his or her physician stating the reason for the employee's absence. Such verification normally will be required only after five (5) consecutive days absence or may also be required at any other time as the District deems essential in carrying out its responsibilities. Any employee returning from serious illness or injury must submit a doctor's statement indicating that the employee is recovered sufficiently to safely return to work.

#### 11.4 Extended Sick Leave:

11.4.1 Pursuant to Education Code Section 45196, classified personnel absent from their duties due to illness or accident shall be entitled to — a maximum of 100 working days of extended sick leave. Extended sick leave is in addition to regular sick leave and is exclusive of other paid leave, holiday, vacation or compensation time to which the employee may be entitled.

11.4.2 Extended sick leave shall be granted following the exhaustion of all regular sick leave and vacation, excluding catastrophic and calamitous leave. Verification of the reason for extended sick leave may be required. Compensation for such days of extended sick leave shall be at the rate of fifty percent (50%) of the employee's regular salary.

#### 11.4.3 Catastrophic/Calamitous Sick Leave Bank:

##### A. Purpose

The purpose of the Catastrophic Leave Bank is to create a bank of sick leave days from which eligible classified employees may apply for additional sick days when they or their family members are suffering from a catastrophic illness or injury.

The purpose of the Calamitous Leave Bank is to create a bank of sick leave days from which eligible classified employees may apply for additional leave days when they or their family members are suffering from a calamitous event.

##### B. Authorization

Section 44043.5 of the California Education Code authorizes the governing boards of school districts to establish a catastrophic leave program to permit employees to donate eligible leave credits as defined below.

##### C. Establishment

The District shall establish a Catastrophic/Calamitous Leave Bank to which all eligible classified employees may donate earned and unused sick and/or vacation days.

##### D. Definitions

1. In cases affecting a bargaining unit member, a catastrophic illness or injury is defined as one that is expected to incapacitate the bargaining unit member for an extended period of time and which causes the bargaining unit member to exhaust all fully paid leave. An extended period of time is defined as in excess of 30 work days/6 work weeks.

In cases affecting a bargaining unit member's family, a catastrophic illness or injury is defined as an instance that requires the employee to take time off from work to care for that family member for an extended period of time as defined by the Family Medical Leave Act. An extended period of time is defined as in excess of 30 work days/6 work weeks.

2. Calamitous event: An event of a significant nature; e.g., flood, fire, earthquake, the death of an immediate family member, etc.
3. Maternity and/or childcare leaves shall be considered catastrophic only if qualified as defined.
4. Employees absent from work due to a work-related injury are not

eligible to apply for sick leave from the bank as leave provisions and wage payments are separately provided for under Workers' Compensation.

5. Eligible leave credits: Sick leave and/or vacation accrued to the donating employee.
6. Donation, deposit, contribution: These terms are interchangeable for the purposes of this Article.
7. Eligible Classified Employees: Permanent employees who qualify for sick leave benefits.

#### E. Catastrophic/Calamitous Leave Bank Committee

The joint CSEA/District Catastrophic Leave Bank Committee shall consist of five (5) members. Three (3) members in good standing will be appointed by the CSEA, and two (2) will be from the District Cabinet. A quorum shall exist when three (3) members are present for the meeting. The Chair of the committee shall be a CSEA Executive Board member. Approval of leave shall be by majority vote of the committee.

1. The committee shall be responsible for approving or denying requests for withdrawal from the Bank, and shall communicate the decision in writing to the requesting employee and the Human Resources Department who, in turn, shall notify the Payroll office within five (5) work days of receipt of the request.
2. The committee shall consider the number of days requested, the number of employees requesting withdrawals, the status of the credits remaining and the sick leave history of the employee.
3. All records and information obtained by the committee that relate to the employee's health, family, or employment status shall remain confidential.
4. If the Bank does not have sufficient days to meet projected needs of employees, the committee shall solicit contributions.
5. Employees who have been denied leave may amend and resubmit the request one time.

#### F. District Responsibilities

Upon receipt of donation and/or withdrawal requests, the District shall:

1. Verify the employee's sick leave and notify the committee;
2. Transfer credits and notify in writing the employee and the committee;
3. Provide the committee with the employee's paid leave days remaining;
4. Provide the committee with the balance of credits remaining in the Bank.

#### G. Eligibility

1. Use of this Bank shall be available to all eligible classified employees who have made a donation of at least one (1) day to the Bank. Exemptions to this restriction shall be any member who was absent due to an approved catastrophic illness or calamitous event allowed under this Article at the time of open enrollment.
2. Employees are required to use any available leave, including bereavement, prior to accessing the Calamitous Leave Bank.

#### H. Donations

1. All donations made by employees shall be voluntary and are irrevocable. There will be two open enrollment periods; a 4-week period during the month of September and a second 2-week period during January. Contributions shall be donated by the end of the District open enrollment periods. At the beginning of the donation periods, the Human Resources Department shall send to each eligible employee a notice outlining the Bank and a Bank donation form.
2. Following the initial inception of the Bank, the Human Resources Department shall solicit donations as soon as possible to allow for an initial bank of days to be created immediately.
3. Employees may contribute a maximum of five (5) days in any one year. Donations of less than one (1) day will not be accepted.
4. A donation to the Bank shall be a general donation, and shall not be donated to a specific employee for her/his exclusive use.
5. All donations are irrevocable, and the employee waives any right to leave credits she/he may have donated except as stated in this Article.

#### I. Use of Leave Bank

1. Employees who suffer a catastrophic illness or injury as defined herein may request withdrawal of leave credits from the Bank under the following terms:
  - a. They have made a contribution to the Bank.
  - b. Written verification of the catastrophic illness or injury by a medical doctor.
  - c. Written request for a specific number of days.
2. Employees who suffer a calamitous event as defined herein may request withdrawal of leave credits from the Bank under the following terms:
  - a. They have made a contribution to the Bank.
  - b. They have provided written verification of the calamitous event.
  - c. Written request for a specific number of days.

3. When appropriate for catastrophic leave requests, Payroll must verify the employee requesting the withdrawal has exhausted all fully paid leave, or the date when this will occur. The Chair of the committee shall convene a meeting as soon as possible to consider the withdrawal request.
  - a. Withdrawals for catastrophic illness may be granted in units of no more than ten (10) days. Participants may request extensions or additional days as their grants expire. The maximum withdrawal of leave credits for an employee per event shall not exceed eighty (80) days. The committee may request a written plan for transition/return to work.
  - b. Withdrawals for calamitous events may be granted in units of no more than ten (10) days. The maximum withdrawal of leave credits for a unit member in a given fiscal year shall not exceed ten (10) days. Employees must use days granted within one (1) year of the calamitous event.
  - c. All information shall be confidential.
  - d. Any days approved by the committee that are not used by employee shall be returned to the Bank.
  - e. Days shall be donated and withdrawn from the Bank without regard to the daily rate of pay of the employee. Employees using days from the Bank shall receive pay for that day at their daily rate of pay.
  - f. If the committee has insufficient days to fund a withdrawal request, neither the committee nor the District shall be under any obligation to pay the employee.
  - g. If the committee denies a request for the withdrawal, the employee making the request shall be notified in writing of the reason for the denial.
  - h. All decisions of the committee shall be final and not subject to appeal or grievance.

11.5 Personal Necessity Leave: During any school year, an employee may use not more than seven (7) days of accumulated sick leave benefits in the following cases of personal emergency (Education Code Section 45207).

The District-provided form for verification of Personal Necessity Leave shall be forwarded, within ten (10) days after the absence, to the Assistant Superintendent, Human Resources, for approval.

11.5.1 Death or serious illness of a member of his immediate family, as defined in Article 2.15.

11.5.2 Accident involving his person or property, or the person or property of a member of his immediate family, of such an emergency nature that the immediate presence of the employee is required during his workday.

11.5.3 When appearing in court as either a plaintiff or a defendant.

11.5.4 Sudden illness of a member of the immediate family, calling for the services of a physician and verified by the physician's statement, and of such an emergency nature that the immediate presence of the employee is required during his workday.

11.5.5 One (1) day each year for funeral attendance for other than immediate family.

11.6 Personal/ Leave: A maximum of ten (10) days per year from available sick leave may be used for reasons of a personal nature, for which the request shall be submitted for approval in advance, wherein possible. The ten (10) days may not be taken on successive workdays; a maximum of five (5) days shall be permitted in succession. Not more than ten percent (10%) of the employees from any one site or department will be approved on any one day, consistent with the needs of the District and the workload of the school or department.

11.7 Pregnancy and/or Child Care Leave: Leave for pregnancy, miscarriage, childbirth and recovery shall be granted in accordance with the following conditions:

11.7.1 The length of the leave, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician or practitioner.

11.7.2 The District shall provide paid leave for up to six (6) weeks for a vaginal delivery and up to eight (8) weeks for a cesarean delivery.

11.7.3 The employee may be required to file a statement from her physician or practitioner stating the estimated date of delivery and stating when she can perform her assigned duties.

11.7.4 Pregnant employees may use sick leave for pregnancy related disabilities the same as for any other disability for which leaves for illness are granted.

11.7.5 A pregnant employee who wishes to take prenatal or postnatal leave and, as determined by her physician or practitioner, is unable to perform her assigned duties may request leave, without pay, normally not longer than one (1) year following the birth of the child.

11.8 Parental Leave: Three (3) days of parental leave shall be granted without loss of salary to an employee when imminent birth, time of birth, or placement of adopted child requires that the employee be absent from his assignment. Verification from proper authority may be required. One (1) additional day may be accorded upon verification that complications to delivery necessitated the presence of the employee.

11.9 Child Bonding Leave:

11.9.1 Each unit member may be allowed up to twelve (12) weeks leave for purposes of child bonding occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).

11.9.2 Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.

11.9.3 Pursuant to Education Code Section 45196.1, in order to qualify for child bonding leave, unit members must have completed one year (twelve months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period.

11.9.4 For the birthing parent, the 12 week child bonding leave shall commence at the conclusion of any pregnancy disability leave.



- 11.9.5 For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave and run concurrently with the Family Medical Leave Act (FMLA) and CFRA.
- 11.9.6 Pursuant to Education Code section 45196.1, if a unit member exhausts his/her accumulated sick leave, s/he shall be entitled to differential pay (fifty percent (50%) of the employee's regular salary) for the balance of the 12-week period.
- 11.9.7 The minimum duration of child bonding leave shall be two weeks, provided that the District shall grant up to two requests for child bonding leave of fewer than two weeks.
- 11.9.8 The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.
- 11.10 Family Care Leave: The District shall grant unpaid Family Care Leave pursuant to California Family Rights Act (Government Code Section 12945.2) for situations not covered by other leave provisions of this Agreement, subject to the following.
  - 11.10.1 An employee must have served in a regular position for not less than one (1) year in order to be eligible to take Family Care Leave.
  - 11.10.2 The period of leave shall not be considered a break in service and the employee shall be entitled to return to the same classification as held prior to taking Family Care Leave.
  - 11.10.3 The District shall require any employee applying for or granted Family Care Leave to provide the District such documentation as may be required to substantiate the justification for leave.
  - 11.10.4 Allowable leave shall not exceed twelve (12) weeks in a one-year period.
  - 11.10.5 Group health plan coverage and premium payments shall be maintained by the District on the same basis as if the employee were in paid status.
  - 11.10.6 Leave may be utilized: a) for birth, adoption, or placement of a foster child with an employee; b) to care for a seriously ill child, spouse, or parent; c) for the employee's own serious health condition.
  - 11.10.7 The complete text of the Family Care Leave Provision is available to all employees from the Human Resources Department upon request.
- 11.11 Leave Without Pay: A leave of absence without pay, not to exceed one (1) year, may be granted to a permanent employee upon the written request of the employee and the approval of the Superintendent, or his designated representative, subject to the following restrictions:
  - 11.11.1 The granting of a short-term (90 days or less) leave of absence, without pay, gives the employee the right to return to their position at the expiration of their leave of absence, provided they are physically and legally capable of performing the duties. The position may be filled only for the duration of the leave.
  - 11.11.2 An employee may make a written request to the Board of Education to return to work prior to the expiration date of the leave, which the Board of Education may approve or reject.
  - 11.11.3 Abandonment of Position: When an employee on leave without pay fails to return to work within five (5) days of the return date specified in a written notice they shall be considered to have abandoned their position and may be terminated by the Board of Education. Written notice shall

include a good faith effort on the part of the District to notify said employee with a certified letter, return receipt requested. The termination may be appealed to the Personnel Commission.

11.11.4 If the employee's classification has been eliminated during the employee's absence, they shall be given the right to exercise bumping rights. If they are the least senior person in the classification and have not served in any lower classifications(s), then they shall be laid off for lack of work or lack of funds and placed on the reemployment list for the class, effective the date of termination of leave.

11.11.5 An employee who receives a leave of between 91 days and 1 year has the right to return to a position in their job class if a position exists. If no position is available they will be placed on the 39-month reemployment list. This leave is considered a break in service and they do not accrue seniority or credit for longevity.

11.12 Industrial Accident and Illness Leaves: Unit members shall be covered by the provisions of industrial accident and illness leaves, pursuant to the Rules and Regulations of the Personnel Commission of the District, which are adopted in accordance with provisions of Education Code Section 45192. Such Rules and Regulations shall include the following:

11.12.1 Allowable leave shall be for not less than sixty (60) working days in any one fiscal year for the same accident.

11.12.2 Allowable leave shall not be accumulated from year to year.

11.12.3 Industrial accident or illness leave will commence on the first day of absence.

11.12.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this State, exceed the normal wage for the day.

11.12.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

11.12.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

11.12.7 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, they shall be entitled to use only as much of their accumulated or available sick leave, accumulated compensatory time, vacation, or other available leave, as will provide for a full day's wage or salary when added to the workers' compensation award.

11.12.8 Final allowances for permanent industrial disability settlements shall not be subject to remittance to the District under Section 11.12.7 of this Article.

11.12.9 The employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary, and shall deduct normal retirement and other authorized contributions.

11.13 Retraining and Study Leave: Dependent upon District needs, and with the approval of the Superintendent/designee, leaves may be requested of the Board of Education for purposes of obtaining specific training and/or study in a specified area, as may be required of the individual employee's assignment. Such leaves would be taken with or without compensation, at the option of the District.

- 11.14 For purposes of computing seniority, unpaid periods of leave of absence, shall be considered a break in service.
- 11.15 Upon return from any paid or unpaid leave, a unit member shall be assigned to a position in their former class ahead of any unit member with less seniority. If the unit member's class no longer exists, they may be reassigned or placed on an appropriate reemployment list.
- 11.15.1 When all available leaves, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of their position and is not placed in another position, the unit member shall be placed on a reemployment list for a period of 39 months. When available during the 39 months, a unit member shall be employed in a vacant position in their previous class over all other available candidates except for a reemployment list established because of lack of funds or lack of work, in which case the unit member shall be ranked in accordance with appropriate seniority regulations.
- 11.15.2 If a unit member fails to accept an appropriate reassignment after being medically released, they shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the unit member's former class, including former time basis. Unit members removed from a list under this provision may appeal the removal to the Personnel Commission.

## **ARTICLE 12 • Paid Holidays**

- 12.1 All employees covered by this Agreement shall be accorded all legal holidays pursuant to the provisions of Education Code, Section 45203, plus any additional local holidays as may be set by the Board of Education of this District. Entitlement to paid holidays shall be accorded with the provisions of the above cited code, and therefore requiring employees to be in paid status during any portion of the workday immediately preceding or succeeding the holiday.

These holidays shall include the following, plus four (4) local holidays as designated by the Board of Education (typically day after Thanksgiving and three days during Winter Break):

- New Year's Day
- Martin Luther King's Birthday
- Lincoln Day
- Washington Day (Presidents' Day)
- Memorial Day
- Independence Day
- Labor Day
- Admission Day (Spring Holiday)
- Veteran's Day
- Thanksgiving Day
- Christmas Day

## ARTICLE 13 • Transfers

### 13.1 Transfers:

- 13.1.1 An employee may be transferred from one position to another in the same class, at the discretion of the District, provided such action shall not be taken for punitive or preferential reasons.
- A. The employee shall be consulted for input with opportunity to discuss a proposed transfer or reassignment with the responsible administrator. The employee shall have the right to request and receive written reasons for the proposed transfer or reassignment.
  - B. The final decision shall be made by the Assistant Superintendent, Human Resources.
  - C. In the event a vacancy occurs the following year in a school from which an employee has been involuntarily transferred due to a reduction in enrollment, and that employee meets the qualifications to fill the vacancy, he/she will be given first consideration.
- 13.1.2 For the purpose of this Section only, School Office Assistant, Office Assistant II, and Health Technician, shall be considered the same classification. (However, these classifications are considered separate for the purpose of bumping and reemployment. See Article 18.5, 18.8 and 18.9.)

Any permanent employee may request to be considered for lateral transfer to a vacant position in the same classification.

The appointing authority shall interview candidates for a vacant position from all of the following groups:

- employees seeking reinstatement,
- lateral transfers, and
- eligibles from the eligibility list.

After the appointing authority has interviewed candidates from all of the preceding groups, the appointing authority shall select a candidate to fill the vacant position.

- 13.1.3 Transfers shall be made without change in salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit.
- 13.1.4 All known vacancies shall be posted not less than five (5) working days prior to procedures for filling. Such posting shall invite applicants for lateral transfer or voluntary demotion.
- 13.1.5 A permanent employee who transfers to a position in a class in which he has not previously completed a probationary period, shall be considered probationary in that class for a period of six months or 130 days in a paid status. At any time during the probationary period, they may be returned (transferred) to their former class without right of appeal. If such transfer to the former class results in layoff, demotion, or reduction in assigned time to another employee, the employee will have the same appeal rights as a permanent employee who is demoted or dismissed.
- 13.1.6 Transfers shall have the following effects on seniority:
- A. Within the same class—none;

- B. From one class to another—the employee shall receive seniority credit for service in the class plus higher classes.
- 13.1.7 Reasons for any transfer which is not voluntary shall be discussed with the employee by their immediate supervisor and/or the Assistant Superintendent, Human Resources at least ten (10) working days prior to the effective date of the transfer. The employee may have an Association representative present at the meeting.
- 13.1.8 When a unit member becomes physically unable to satisfactorily perform their duties, as medically verified, the District may endeavor to make an alternate assignment which may constitute promotion (if qualified), demotion, or lateral transfer to a related class. This action shall be instituted only by mutual consent.

## ARTICLE 14 • Grievance Procedures

### 14.1 Definitions:

- 14.1.1 A Grievance is an allegation by an employee, or group of employees, that there has been a violation or misapplication of the specific provisions of this Agreement.
- 14.1.2 A Grievant is any member, or members of the Bargaining Unit, or the Association, covered by the terms of this Agreement.
- 14.1.3 A Working Day is any day the central administrative office is open or a scheduled day for the employee. (In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, the time limits as set forth herein may be reduced or extended by mutual agreement.)
- 14.1.4 The Immediate Supervisor is the first-level site administrator designated to adjust a grievance.
- 14.1.5 A Party in Interest is any person or persons making the claim, or any person against whom action might be taken to resolve the claim.

### 14.2 Grievance Steps:

Step I - Before filing a written grievance, the grievant shall attempt to resolve the problem by informal conference with their immediate supervisor. Nothing contained herein will be construed as limiting the right of an employee to discuss an alleged problem informally with any appropriate member of the Administration, providing the problem resolve is not inconsistent with the terms of this Agreement.

Step II - Within twenty (20) working days from the time the grievant(s) learned of the event, or condition, which gave rise to the grievance, such must be presented, in writing, to the immediate supervisor, who shall sign the Grievance, acknowledging receipt. At no time can a grievance be filed relating to a violation of this Agreement more than ninety (90) working days after the alleged violation.

The supervisor shall communicate their decision, in writing, within seven (7) working days after receiving the grievance. In the interim time, a grievance conference will be held. If the immediate supervisor does not respond within the time limits, the grievance may be appealed to the next level.

Step III - In the event the decision at Step II is not satisfactory with the grievant(s), within ten (10) workings days the decision may be appealed in writing, copies of which shall be forwarded to the respective immediate supervisor and the Assistant Superintendent, Human Resources, who shall carefully analyze and evaluate the grievance and attempt to resolve it. The Assistant Superintendent, Human Resources, shall meet with the grievant(s), when possible, within five (5) working days of receipt of grievance.

Within ten (10) working days after meeting, the Assistant Superintendent, Human Resources, shall submit to the grievant(s) and their immediate supervisor(s) a notification, in writing, of their analysis and decision.

Step IV - In the event the decision at Step II or Step III does not satisfactorily resolve the problem(s) within ten (10) working days, the grievant(s) may appeal to the Superintendent of Schools, and a grievance conference shall be held. Within five (5) working days of receipt of the appeal, the Superintendent shall render a decision on the grievance and, in writing, notify the grievant(s).

Step V - If the aggrieved is not satisfied with the disposition of the grievance at Step IV, or the time limits expire without the issuance of the Superintendent's written reply, the grievant(s) may submit the grievance to the Association. The Association shall determine whether the matter may go to Step V. In such case, the parties shall request a list of arbitrators from the California State Conciliation Service.

- 14.2.1 No party in interest shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest.
- 14.2.2 The arbitrator is empowered to include in any recommendation financial reimbursements or other remedies as judged to be proper. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration shall be divided equally between the employer and the Association.
- 14.2.3 If either party requests a transcription of the proceedings, that party shall bear the full cost for that transcript. If the parties mutually request a transcript, the total cost of the transcript shall be divided equally between the employer and the Association. An arbitrator shall be selected by the following procedure: A representative of the association of the aggrieved (if not represented by the Association), and the employer's representative, shall select the arbitrator from the California State Conciliation Service list by eliminating names until one name remains. The one remaining shall be the arbitrator. The process of striking names shall occur within ten (10) calendar days of receipt of the list. All grievances reaching the arbitration level shall be numbered consecutively during the current school year. The odd-numbered grievances will give the employer first elimination, even-numbered grievances will give the other party first elimination.
- 14.2.4 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall conduct the hearings in accordance with the voluntary arbitration rules of the American Arbitration Association and the provisions of this procedure. The jurisdiction of the arbitrator shall be confined to determination of the facts and the interpretation of the provisions of the contract. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.
- 14.2.5 Within thirty (30) calendar days after conclusion of the hearings, the arbitrator shall render a decision, in writing, to the parties in interest. Such decision will be final and binding upon the parties of this Agreement.

#### 14.3 Additional Provisions

- 14.3.1 No reprisals of any kind will be taken by the Association or the Superintendent, or by any member or representative of the Administration or the Board of Education against any aggrieved person and party in interest, or any participant in the grievance procedure by reason of such participation.
- 14.3.2 An employee may be represented at all formal stages of the grievance procedure by themselves, or counsel of their choosing.
- 14.3.3 When it is necessary for counsel, a representative designated by the grievant(s) to attend a grievance meeting or hearing during the day, they, as well as the grievant(s) will be granted release time, without loss of pay, in order to permit participation.



Every effort shall be made to schedule grievance meetings, hearings, or investigations at times that do not conflict with the operational functions of the District.

- 14.3.4 In order to encourage a professional and harmonious disposition of grievances, it is agreed that from the time a grievance is filed until it is processed through Step V, neither the grievant(s), the Association, nor the District shall make public either the grievance or evidence regarding the grievance.
- 14.3.5 All formal grievances shall be filed and responded to on the prescribed form as is available through site administrators/supervisors. A separate grievance file shall be maintained during the process.

## ARTICLE 15 • Transportation

- 15.1 Seniority System for Bus Drivers and Attendants: Seniority will be determined as outlined in Article 18.4.1. The Director of Transportation will maintain a seniority list.
- 15.2 Route Assignments: It is recognized that routes may change over summer due to student transfers and program changes. At the beginning of each school year, all drivers and attendants will retain the same route, or a route with similar hours and similar destinations/pick-ups, to the one they held the previous school year if available. The Director will allow new drivers, and drivers and attendants whose routes have been eliminated or reduced (see 15.5.2), to select routes based on their hire date seniority. All route assignments will be held until the annual bidding process is completed.

Should a route become vacant during the school year, it will be posted for bid, or redistributed to other drivers.

15.3 Route Bidding Procedures:

- 15.3.1 From the first day of school to no later than the second week of October, ALL routes will be open for bid. Bidding will be based on seniority and drivers must demonstrate proficiency; e.g., ability to handle wheelchairs, skills with different bus systems, prior to starting the run. Notification of “bid posting dates” shall be provided five (5) working days prior to the first posting date.
- 15.3.2 All routes will be posted for a period of three (3) working days prior to the start of bidding. Bidding will begin on a Tuesday and will continue until completed, not later than Friday. Bidding may be done in person, by radio, by phone or via a pre-authorized note submitted to the Director or supervisor.
- 15.3.3 Bids will be accepted in order of driver’s and attendant’s seniority, and it is expected that the first third of drivers/attendants will complete the bid process the first day. Once the first third is completed, the bidding will continue down the list with the intention of completing the second third by the end of the second day and the final third by the end of the third day. It is recognized that unit members have a responsibility to enter their bid in as timely a manner as possible, so as not to hinder the process for the less senior drivers/attendants.
- 15.3.4 Routes will begin five (5) working days after bidding is complete and will continue until the end of the school year in June. A copy of the original bid sheet shall be forwarded to the CSEA President within three days of bidding completion.

- 15.4 Route Transfers/Exchanges: Drivers or attendants may, during the school year, and with the permission of the Director, exchange routes if those affected are in agreement. Assigned hours on routes transferred will be equal or near equal in time. All transfer requests must be in writing.
- 15.5 Changes in Assigned Time: It is recognized that routes may fluctuate and change over the course of the year due to student and program needs, and staffing availability; e.g., students’ special needs and students moving in and out of neighborhoods, staff out on leave for eight (8) or less weeks (see 15.5.4). If, after a ten (10) working day period in which the Director or Supervisor adjusts routes, it is determined a route has changed significantly to add or decrease time as listed below, the following procedures will be implemented:

Increase in Assigned Time: When an existing permanent route is assigned an increase in assigned time from the original bid route, the route will be considered available and go

up for bid. Thirty (30) minutes assigned time per day/2.5 hours per week for regular education buses and one (1) hour assigned time per day/five (5) hours per week for special needs buses will be considered an increase in assigned time. The increase in time will be computed from the original bid list posted as in 15.3 (above).

- 15.5.1 Decrease in Assigned Time: When an existing permanent route is assigned a decrease in time, that driver or attendant may bid on any route held by a driver or attendant with less seniority, regardless of the hours of the route. Loss of thirty (30) minutes assigned time per day/2.5 hours per week on regular buses and loss of one (1) hour assigned time per day/five (5) hours per week for special needs buses will be considered a decrease in assigned time. The decrease in time will be computed from the original bid list posted as in 15.3 (above).

A driver or attendant who voluntarily agrees to accept a route with decreased time must inform the Director in writing of this voluntary reduction.

- 15.5.2 Notification of Changes in Route Hours and Drivers: Route hours and assigned drivers will be updated and posted when a change occurs. A copy of this list shall be forwarded to CSEA within thirty (30) days of the change.

- 15.5.3 For Employees Out on Leave: The Director, in consultation with CSEA, shall determine whether a re-bid of routes will occur when employees are out on leave for eight (8) calendar weeks or less. The Director will consult with CSEA and the Director reserves the right to split and adjust routes as needed in order to provide route coverage until the time of re-bid prior to the eight (8) calendar week maximum period, or the employee returns from leave, whichever comes first. Bidding shall not be activated within the last eight (8) weeks of the end of the school year. If the employee is out on leave for more than eight (8) calendar weeks, re-bidding shall commence.

- 15.6 Summer School Routes and Summer School Field Trips: Sign-up sheets for drivers and attendants who are committed to working each day of summer school will be created three weeks prior to the start of summer school. Bidding shall be based on seniority and drivers/attendants must demonstrate proficiency; e.g., ability to handle wheelchairs, skills with different bus systems, prior to starting the run. When necessary, trips shall be assigned in the most efficient manner to meet the needs of the customer and/or the District.

Priority for summer school field trips will be given to:

1. Drivers needing make-up work.
2. Summer school drivers by seniority, availability on a continuous, rotating basis.
3. Extra field trip list by seniority on a continuous, rotating basis.
4. Wash/Wax crew.

- 15.7 Non-Public School (NPS) Routes: NPS routes are part of the annual bidding process. It is recognized that drivers/attendants on NPS routes typically work more days than those on in-district routes. When the District is in session, and non-public schools are off session, NPS drivers/attendants may serve in extra help assignments or use vacation days. Their assignments will be determined by the Director or Supervisor and the minimum hour guarantee will be in effect. NPS drivers/attendants do not have bumping rights during this off-NPS time.

- 15.8 Field Trip Assignments:

- A. Field Trips, Regular School Year: Day field trips shall be assigned to drivers in the following order: 1) drivers needing make-up work, 2) drivers out of their school and, 3) drivers out of their area/zone. Drivers shall be assigned according to seniority and proficiency; e.g., the ability to

complete mountain driving, safely handle wheelchairs on a continuous, rotating basis when possible. When necessary, trips shall be assigned in the most efficient manner to meet the needs of the customer and/or the District. Trips associated with the normal school day; e.g., after school programs are not subject to the overtime lists.

- B. Day Field Trips, Breaks (Fall, Winter, Spring, Summer Outside of Summer School): Sign-up sheets will be created prior to each break. Day field trips shall be assigned to drivers according to seniority and proficiency on a continuous, rotating basis for that entire break. If a trip is cancelled, the name of the cancelled driver shall be placed on the top of the list for the subsequent break, above the senior driver, if the cancelled driver is interested in working. If the cancelled driver is not interested in working, their name reverts to the regular spot on the rotation list.
- C. Day Field Trips, Summer School: See 15.6 above.
- D. Evening and Weekend (Outside of School Hours) Field Trips: Names of all drivers will be placed on the Evening/Weekend list in order of seniority; drivers not interested in these field trips shall inform the dispatcher and their name will be removed from the list. Field trips shall be assigned to drivers according to seniority and proficiency on a continuous, rotating basis when possible. When necessary, trips shall be assigned in the most efficient manner to meet the needs of the customer and District.

Pay for Evening and Weekend Trips:

1. Outside San Diego County: Pay for weekend trips outside of San Diego County shall be as follows: Bus check-out, driving, and close out will be at time and one-half. Standby shall be at straight time.
2. Inside San Diego County: Pay for weekend trips within San Diego County shall be as follows: Bus check-out, driving, close out, and standby shall be at time and one-half.
3. All hours for any trip that occurs on Sunday will be paid at double time rate.

15.8.1 Field Trips over eight (8) hours will deduct one-half (½) hour for lunch.

15.8.2 Field trip assignment lists will be posted after breaks.

15.9 Therapy and Extra Work Assignments: Priority consideration for therapy and extra work assignments shall be given in the following order, with the stipulation that drivers are proficient with buses and equipment needs:

1. Make-up time for employees to meet their five-hour requirement.
2. Drivers with available hours, by seniority, on a continuous, rotating basis.

15.10 Hand Tools for Mechanics: It is expected that mechanics will provide their own hand tools. The District and Association recognize this is a large expense and in an effort to offset the ongoing hand tool replacement costs, the District shall provide each mechanic an annual stipend of \$2,750.00 (two thousand seven hundred fifty dollars). \$1,375.00 (one thousand three hundred and seventy five dollars) shall be payable in December and another \$1,375.00 (One thousand three hundred and seventy five dollars) in June. The employee must successfully complete the District probationary period to be eligible for the stipend.

## ARTICLE 16 • Child Nutrition Department

- 16.1 Bidding: The number of positions and/or the hours assigned to each position within the Child Nutrition Department may change from year to year, based on the needs of the District, school, and/or department (*intent of bidding*).

Therefore, during the month of September of each year, all Child Nutrition employees will be notified as to the new positions availability (*vacant positions*) of assignments and permitted to bid on those assignments on the basis of seniority (as outlined in Article 18.4.1).

An employee shall not be allowed to bid if he/she has had an unsatisfactory evaluation, letter of reprimand, or formal discipline since the beginning of the current fiscal year.

Reductions in assigned time shall be accomplished in accordance with Article 18 (Layoff and Reemployment). Increases in assigned time shall be accomplished in accordance with Article 7 (Hours of Employment).

At least two (2) CNSII positions, assigned a minimum of 4 hours, shall be assigned to each middle school. Current 3.75 hour CNSI assigned to elementary schools as of March 16, 2017, shall be increased by .25 hours (to a 4 hour position).

Vacancies that occur outside of bidding time shall be open for lateral transfers. These lateral transfers shall allow the three (3) most senior employees in the classification that apply to compete via oral interview with a panel of stakeholders, including the Child Nutrition Director or designee. An employee shall not be eligible for lateral transfers if he/she has had an unsatisfactory evaluation, letter of reprimand, or formal discipline since the beginning of the current fiscal year. Should there be less than three (3) internal candidates, the appointing authority may post the vacancy for open competitive examination.

Employees may submit a position trade request at any time. The trades are for equal classification AND equal hours. Approval will be needed by the Director and will only be granted if BOTH employees agree to trade locations.

- 16.2 Extra-Time Assignments: Opportunities for extra time assignments shall first be offered to appropriately classified kitchen employees in the Child Nutrition Department. If no employee in the needed classification accepts the assignment, it shall be offered to permanent employees in the next higher kitchen classification. All assignments shall be made according to seniority on a rotating basis. If no permanent district employee accepts the assignment, then it shall be offered to appropriately qualified district substitutes.

A notice stating the work to be performed, approximate length of time required to perform such work, the number of employees needed and the required qualifications shall be posted in each district kitchen. Interested employees shall sign-up and selection shall be made from that sign-up list in the order of employee seniority. Failure to sign up does not waive any employee's right to future opportunities.

Once an employee has received an extra time assignment, their name shall go to the bottom of the rotating Child Nutrition Department seniority list for their classification.

- 16.3 Child Nutrition Services II Driving Differential: When a CNSII is assigned to drive to remote sites using a District vehicle, they shall be paid a differential of five percent (5%) in addition to their regular rate of pay.

16.4 Breaks:

Hours of Shift	Break	Lunch (minimum)	Break
Less than 3.5	n/a	n/a	n/a
3.5 to less than 5.0	15 min	n/a	n/a
5.0 to less than 6.75	15 min	30 min	n/a
6.75 to 8.0	15 min	30 min	15 min

## **ARTICLE 17 • Safety**

- 17.1 All new employees shall be given full and complete training in the safety and health problems of the work environment. No employees shall be required to work on an unfamiliar job or machine until adequate instruction and training in the performance of the job and/or the operation of the machine has been provided. This shall include proper training in health and safety, first aid, and any other emergency procedure consistent with protecting the health and safety of the employee.
- 17.1.1 An employee shall not work under conditions or perform tasks which endanger their health or safety. Any alleged violations of the conditions shall be reported to the immediate supervisor who must respond to the employee on actions taken to correct cited deficiencies.
- 17.1.2 In situations that fall within the scope of District employment, an employee may use such force as is reasonable under the circumstances to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or dangerous objects upon a person or within control of a pupil.
- 17.1.3 The employee shall notify their supervisor or their designee who, in turn, shall report to the appropriate law enforcement authority any incident in which a school employee is attacked, assaulted or threatened by any pupil or non-pupil. Failure to make such a report is a misdemeanor.
- 17.1.4 Any physical abuse or physical assault and battery upon school personnel, or any threat of force or violence directed toward school personnel at any time or place within the scope of their carrying out the performance of duties for the District, shall be reported by the employee to the immediate supervisor. They shall investigate and complete required reports within two (2) work days.
- 17.1.4.1 Employees suffering injury as a result of such physical abuse and/or assault shall be fully covered by industrial accident or illness leave provisions as prescribed by law.
- 17.1.4.2 Loss of personal property as a result of physical abuse or assault, including clothing but excluding articles of an ornamental or cosmetic nature, will be subject to reimbursement by the District for their replacement and/or repair with subrogation from any other insurance coverage.
- 17.1.5 The District shall insure against personal liability of the members of the Bargaining Unit for damages, death, injuries to a person, or loss of property caused by the negligent act or omission of the member when arising in the scope of employment. Such insurance shall be maintained in the amount of \$1,000,000. Employees shall be entitled to reimbursement of all expenses related to litigation of resulting damage suits as set forth in the conditions of the insurance policy.
- 17.1.6 Employees' personal property used in the performance of their duties may, with advance approval of their immediate supervisor, be brought to or left on District premises. Personal property is defined as employee-owned materials or equipment. If stolen or damaged while on District premises, and without fault of the employee, the District shall honor claim(s) for replacement or repair accordingly. Maximum claims shall be paid up to five hundred dollars (\$500) with a ten dollar (\$10) deductible borne by the employee.

- 17.1.6.1 Property stolen or damaged must be reported within twenty-four (24) hours of the time of discovery by the employee of the theft or damage. Property to be left on premises must be registered with, and approval received from, the immediate supervisor on the District-prescribed approval form. The completed form should be returned to the District business office. The filing of claims shall require a statement of fair market value.
  - 17.1.6.2 This provision is also intended to cover damage or vandalism to employees' vehicles while parked at District sites during normal working hours. Any claim for vehicle damage must be accompanied by a police report for verification purposes.
  - 17.1.6.3 The employee must assign to the District right of subrogation (the substitution of one claim for another, especially the transfer of the right to receive payment of a debt to somebody other than the original creditor) to the extent of any payment made by the District. The employee shall also file a claim with their personal insurance carrier, with a copy provided to the District.
- 17.1.7 Whenever there exists a situation determined to be hazardous to the health of personnel such as excessive temperatures, air quality, or proves non-conducive to the working environment, the District shall review with appropriate agencies; e.g., meteorological sources, office of emergency services, air pollution control board, flood control district, homeland security. The District shall add fans, swamp coolers, and/or air conditioners to indoor areas where extreme heat is prevalent. The District shall take appropriate action which may include adjusting the workday, as may be required in the interest of protecting the health and safety of personnel.

All maintenance and grounds vehicles shall be equipped with a minimum of one (1) one, two, three, four, or five-gallon "Igloo" type water container upon an employee's request. Fresh water shall be made available for filling these containers at the start of each work shift. All recommendations/regulations issued by OSHA, or Cal-OSHA, regarding prevention of heat-related illness; e.g., heat stroke, heat exhaustion, shall be communicated to employees and shall be followed.



## ARTICLE 18 • Layoff and Reemployment

- 18.1 Reason for Layoff: Classified employees shall be subject to layoff for lack of work or lack of funds. Lack of funds means a documented, mutually agreed to negative financial condition exists.
- 18.2 Notice of Layoff: Notice of pending layoffs shall be given as early as possible, but in no case less than sixty (60) calendar days prior to the effective date.
- 18.3 Reduction in Hours: Any reduction in regularly assigned time, whether initiated by the District or Employee, shall be considered a layoff under the provisions of this Article and is subject to negotiations with the Association prior to taking effect.
- 18.4 Order of Layoff: The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first.
- 18.4.1 Seniority shall be the date of hire as a regular employee as defined in Article 2.37.
- 18.5 Bumping Rights: An employee laid off from their present class may bump into the next lowest class in which the employee has seniority. Seniority credit will be applied to an employee's service in the lower class, and any higher classes in the job family, as well.
- 18.6 Layoff in Lieu of Bumping: An employee who elects a layoff in lieu of bumping maintains their reemployment rights under this Agreement.
- 18.7 Equal Seniority: If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by lot.
- 18.8 Voluntary Demotion or Voluntary Reduction in Hours In Lieu of Layoff: Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be offered the option to return to a position in their former class or to an available position with increased assigned time. Employees shall be ranked in accordance with their seniority on reemployment lists (Ed Code 45298).
- 18.9 Reemployment Rights: Laid off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff by seniority.
- 18.9.1 Employees on the reemployment list, who indicate a desire to be considered for an out-of-class position, lateral or demotion, and who meet minimum qualifications and pass a competency exam, shall be given preference (e.g. first right of refusal) as required by applicable law, including Education Code Section 45298.
- 18.10 Retirement in Lieu of Layoff:
- 18.10.1 Any employee in the Bargaining Unit may elect to accept a service retirement, if eligible, in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall, within ten (10) working days prior to the effective date of the proposed layoff, complete and submit a written request notifying the District of the intent to retire.
- 18.10.2 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District received within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate their retired status.

- 18.10.3 An employee subject to this Section 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.
- 18.10.4 Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this Section.
- 18.11 Seniority Roster: The District shall maintain an updated seniority roster indicating employees' seniority in class and higher classes.
- 18.12 Notification of Reemployment Opening: Any employee who is laid off and is subsequently eligible for reemployment shall be notified by the District of an opening. For purposes of this section, notification may be phone call, first class US mail, or email.
- 18.13 Employee Notification to District: An employee shall notify the District of his intent to accept or refuse reemployment within three (3) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within thirty (30) calendar days following receipt of the reemployment notice.
- 18.14 Reemployment in Highest Class: Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position
- 18.15 Seniority During Involuntary Unpaid Status: Upon return to work, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation or sick leave benefits.

## **ARTICLE 19 • Effect of Agreement and Closure Provisions**

- 19.1 Savings Clause: Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, or PERB in a matter within its jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. Within thirty (30) days of said deletion, the parties agree to meet and negotiate a satisfactory replacement for said severed Article, Section, or Clause for inclusion in this Agreement. The remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section, or Clause. It is understood and agreed that the provisions contained in this Agreement shall prevail over District policies and procedures and State laws to the extent permitted by law.
- 19.2 The District and the Association mutually agree that the terms and conditions set forth in the provisions of this Agreement represent the full, complete understanding and commitment between the parties hereto which may not be altered, changed, added to, deleted from, or modified unless by mutual consent, in writing, or by a procedure expressly allowing same stated in this Agreement.
- 19.3 The District and the Association also mutually agree that this contract shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that only such issues shall be subject to meeting and negotiating, or the grievance procedure, during the term of this Agreement unless by mutual consent, in writing, or by a procedure expressly allowing same stated in this Agreement.
- 19.4 Negotiations: After satisfaction of the public notice requirement, the negotiations shall commence at a mutually acceptable time and place for considering either re-openers and/or a successor Agreement. If either party decides to alter or amend this Agreement, it shall, not less than ninety (90) days prior to the termination date as set forth herein, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of the law to be fulfilled.
- 19.5 Impasse: If during the negotiations process, either by mutual agreement or the opinion of either party, there has been reached a position of disagreement, either party or mutually both parties may institute impasse procedures in accordance with the rules of the Educational Employment Relations Act. Once the impasse procedures have been invoked, this Agreement shall remain in full force and effect until the conclusion of the impasse process.

## **ARTICLE 20 • Concerted Activities**

- 20.1 It is agreed and understood that there will be no strike, work stoppage, or concerted refusal or failure to perform job functions and responsibilities during the term of this Agreement.
- 20.2 The Association recognizes the duty and obligation to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interferences with the operation of the District by employees who are represented by it, the Association agrees, in good faith, to advise and direct those employees to cease such action.
- 20.3 The District agrees that the employees covered by this contract shall not suffer any loss in the total number of paid service days as a result of any concerted activities on the part of any other employee organization.

## ARTICLE 21 • ESS Unit Modification

- 21.1 Effective July 1, 2017, the ESS Attendant position shall be eliminated.
- 21.2 Effective July 1, 2017, ESS Assistant Lead and ESS Program Aide positions shall be filled. A required job qualification for both shall be NCLB certification (testing or 48 requisite units or associate degree or higher). For current ESS Attendants who will be filling an ESS Assistant Lead or ESS Program Aide, the ESS Attendants shall have until August 10, 2017, to take and pass the required test in order to obtain the required NCLB certification (testing or 48 requisite units or associate degree or higher). On July 1, 2017, the former ES Attendant shall be placed in an ESS Assistant Lead or ESS Program Aide position. If the former ESS Attendant is unable to obtain NCLB certification by August 10, 2017, then he or she shall be assigned to an ESS Recreation Attendant position, a non-bargaining unit position at the current ESS Attendant hourly rate as of March 9, 2017.
- 21.3 Current ESS Attendants also serving as an Assistant Lead shall fill the ESS Assistant Lead position as long as they meet the above requirements.
- 21.4 Seniority shall be based on the most recent hire date as an ESS Attendant.
- 21.5 For the purpose of longevity, the anniversary date shall be July 1, 2017.
- 21.6 Current ESS Attendants hired on or before January 2, 2017, that have met the above requirements in their current position shall be granted a permanent status in their new classification.
- 21.7 The ESS Assistant Lead shall be assigned to the 2J calendar.
- 21.8 The ESS Program Aide will be assigned to the 2E calendar.
- 21.9 For safety reasons, ESS employees shall be provided identifiable apparel at no cost.
- 21.10 Breaks:

<u>Hours of Shift</u>	<u>Break</u>	<u>Lunch (minimum)</u>	<u>Break</u>
Less than 3.5	n/a	n/a	n/a
3.5 to less than 5.0	15 min	n/a	n/a
5.0 to less than 6.75	15 min	30 min	n/a
6.75 to 8.0	15 min	30 min	15 min

## **ARTICLE 22 • District Rights**

- 22.1 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. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, promote, lay off, terminate, and discipline employees; and to determine the effects and impact of any action implementing these rights, insofar as they do not detract nor diminish the specific provisions of this Agreement.
- 22.2 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 terms of this Agreement, and then only to the extent such terms are in conformance with law, and shall not be subject to the grievance procedure of this Agreement.
- 22.3 It is not the intention of the parties in setting forth the above- mentioned rights of the District to detract or diminish in any way the rights of the Association or unit members as set forth in this Agreement.

### **ARTICLE 23 • Term of Agreement**


- 23.1 This Agreement shall be effective July 1, 2019, and shall continue in effect through June 30, 2022.
- 23.2 For the 2020/2021 and 2021/2022 school years, the parties agree to reopen negotiations on or about, May 15, 2020, and May 15, 2021, on Article 6, Wages and Allowances; and Article 9, Health and Welfare Benefits; plus not more than two (2) other Articles selected by each party.

## Tentative Agreement on Successor Agreement 2019 – 2022

In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives:

LA MESA –SPRING VALLEY  
SCHOOL DISTRICT


CALIFORNIA SCHOOLS  
EMPLOYEE ASSOCIATION

  
Tina Sardina, Assistant Superintendent  
Representative of the Governing Board


1/3/2020  
Date

  
Ahmad Swinton, President  
Chapter 419

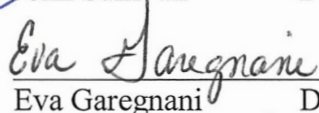
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Dan Ortiz  
Labor Relations Representative

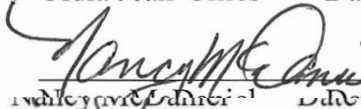
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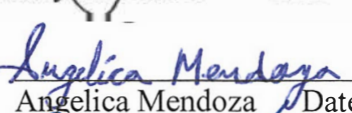
  
Carlos Esparza  
Date 1/3/2020


  
John Sullivan  
Date 1/3/2020

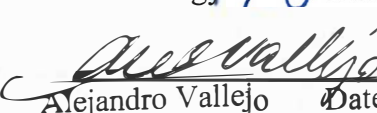
  
Eva Garegnani  
Date 1/3/2020

  
Oldia Jean-Gilles  
Date 1/3/2020

  
Nancy McDaniel  
Date 1/3/2020

  
Angelica Mendoza  
Date 1/3/2020

  
Brenda Keagy  
Date 1/3/2020

  
Alejandro Vallejo  
Date 1-7-2020



## **APPENDIX A • CSEA Dues/Service Fee Schedule**

State dues are payable on a 10-month basis, September–June of each school year. The per capita dues of the Association shall be assessed at the rate of 1.5% of the first \$3,150 of monthly gross salary (exclusive of overtime, but including longevity, professional growth and anniversary increments), but shall not exceed a maximum assessment of \$472.50 annually.

### Annual Salary

Up to \$31,500	1.5% of salary
\$31,501 and over	Maximum State Dues

Chapter dues, as determined by Chapter Constitution and Bylaws, are payable September through June.

# APPENDIX B - Classified Salary Schedule La Mesa Spring Valley School District

Classified Salary Schedule		Year 1	Year 2	Year 3	Year 4	Year 5	Years 6-9	Years 10-14	Years 15-19	Year 20-24	Year 25 +
Effective July 1, 2020	STEP	A	B	C	D	E	F	G	H	I	J
Position Titles	RANGE ↓							F + 5.0%	G + 7.0%	H + 5.0%	I + 5.0%
Campus Attendant ESS Recreation Attendant	3	\$25,210.00 \$2,100.83 \$12.12	\$26,561.00 \$2,213.42 \$12.77	\$27,885.00 \$2,323.75 \$13.41	\$29,261.00 \$2,438.42 \$14.07	\$30,760.00 \$2,563.33 \$14.79	\$32,258.00 \$2,688.17 \$15.51	\$33,872.00 \$2,822.67 \$16.28	\$36,241.00 \$3,020.08 \$17.42	\$38,054.00 \$3,171.17 \$18.30	\$39,958.00 \$3,329.83 \$19.21
Extended School Services Program Aide	14	\$28,089.00 \$2,340.75 \$13.50	\$29,571.00 \$2,464.25 \$14.22	\$31,121.00 \$2,593.42 \$14.96	\$32,568.00 \$2,714.00 \$15.66	\$34,228.00 \$2,852.33 \$16.46	\$35,992.00 \$2,999.33 \$17.30	\$37,791.00 \$3,149.25 \$18.17	\$40,437.00 \$3,369.75 \$19.44	\$42,458.00 \$3,538.17 \$20.41	\$44,581.00 \$3,715.08 \$21.43
Child Nutrition Services I ESS Assistant Lead Paraprofessional; Paraprofessional Preschool	21	\$30,172.00 \$2,514.33 \$14.51	\$31,672.00 \$2,639.33 \$15.23	\$33,219.00 \$2,768.25 \$15.97	\$34,897.00 \$2,908.08 \$16.78	\$36,624.00 \$3,052.00 \$17.61	\$38,458.00 \$3,204.83 \$18.49	\$40,383.00 \$3,365.25 \$19.41	\$43,209.00 \$3,600.75 \$20.77	\$45,370.00 \$3,780.83 \$21.81	\$47,638.00 \$3,969.83 \$22.90
School Bus Attendant	23	\$30,760.00 \$2,563.33 \$14.79	\$32,258.00 \$2,688.17 \$15.51	\$33,919.00 \$2,826.58 \$16.31	\$35,591.00 \$2,965.92 \$17.11	\$37,339.00 \$3,111.58 \$17.95	\$39,226.00 \$3,268.83 \$18.86	\$41,188.00 \$3,432.33 \$19.80	\$44,070.00 \$3,672.50 \$21.19	\$46,273.00 \$3,856.08 \$22.25	\$48,589.00 \$4,049.08 \$23.36
Child Nutrition Services II	27	\$31,968.00 \$2,664.00 \$15.37	\$33,556.00 \$2,796.33 \$16.13	\$35,304.00 \$2,942.00 \$16.97	\$37,045.00 \$3,087.08 \$17.81	\$38,829.00 \$3,235.75 \$18.67	\$40,751.00 \$3,395.92 \$19.59	\$42,788.00 \$3,565.67 \$20.57	\$45,784.00 \$3,815.33 \$22.01	\$48,072.00 \$4,006.00 \$23.11	\$50,475.00 \$4,206.25 \$24.27
Paraprofessional-Bilingual, Paraprofessional-For the Visually Impaired Paraprofessional-Special Education Extended School Services, Paraprofessional-Special Education	30	\$32,982.00 \$2,748.50 \$15.86	\$34,554.00 \$2,879.50 \$16.61	\$36,369.00 \$3,030.75 \$17.49	\$38,078.00 \$3,173.17 \$18.31	\$39,966.00 \$3,330.50 \$19.21	\$41,961.00 \$3,496.75 \$20.17	\$44,057.00 \$3,671.42 \$21.18	\$47,142.00 \$3,928.50 \$22.66	\$49,499.00 \$4,124.92 \$23.80	\$51,974.00 \$4,331.17 \$24.99
Office Assistant I	31	\$33,219.00 \$2,768.25 \$15.97	\$34,897.00 \$2,908.08 \$16.78	\$36,624.00 \$3,052.00 \$17.61	\$38,458.00 \$3,204.83 \$18.49	\$40,380.00 \$3,365.00 \$19.41	\$42,357.00 \$3,529.75 \$20.36	\$44,474.00 \$3,706.17 \$21.38	\$47,589.00 \$3,965.75 \$22.88	\$49,967.00 \$4,163.92 \$24.02	\$52,465.00 \$4,372.08 \$25.22
Elementary School Kitchen Manager I	32	\$33,563.00 \$2,796.92 \$16.14	\$35,311.00 \$2,942.58 \$16.98	\$37,054.00 \$3,087.83 \$17.81	\$38,838.00 \$3,236.50 \$18.67	\$40,761.00 \$3,396.75 \$19.60	\$42,806.00 \$3,567.17 \$20.58	\$44,947.00 \$3,745.58 \$21.61	\$48,092.00 \$4,007.67 \$23.12	\$50,497.00 \$4,208.08 \$24.28	\$53,022.00 \$4,418.50 \$25.49
Extended School Services Site Lead	35	\$34,554.00 \$2,879.50 \$16.61	\$36,369.00 \$3,030.75 \$17.49	\$38,078.00 \$3,173.17 \$18.31	\$39,966.00 \$3,330.50 \$19.21	\$41,961.00 \$3,496.75 \$20.17	\$44,111.00 \$3,675.92 \$21.21	\$46,317.00 \$3,859.75 \$22.27	\$49,559.00 \$4,129.92 \$23.83	\$52,038.00 \$4,336.50 \$25.02	\$54,640.00 \$4,553.33 \$26.27
Paraprofessional-Speech & Language	36	\$34,900.00 \$2,908.33 \$16.78	\$36,644.00 \$3,053.67 \$17.62	\$38,476.00 \$3,206.33 \$18.50	\$40,400.00 \$3,366.67 \$19.42	\$42,420.00 \$3,535.00 \$20.39	\$44,543.00 \$3,711.92 \$21.41	\$46,770.00 \$3,897.50 \$22.49	\$50,043.00 \$4,170.25 \$24.06	\$52,544.00 \$4,378.67 \$25.26	\$55,171.00 \$4,597.58 \$26.52
Child Nutrition Services Cook Classroom Health Assistant	37	\$35,311.00 \$2,942.58 \$16.98	\$37,054.00 \$3,087.83 \$17.81	\$38,837.00 \$3,236.42 \$18.67	\$40,761.00 \$3,396.75 \$19.60	\$42,807.00 \$3,567.25 \$20.58	\$44,975.00 \$3,747.92 \$21.62	\$47,224.00 \$3,935.33 \$22.70	\$50,528.00 \$4,210.67 \$24.29	\$53,055.00 \$4,421.25 \$25.51	\$55,707.00 \$4,642.25 \$26.78
Central Kitchen Cook Health/Attendance Technician Office Assistant II; School Office Assistant	40	\$36,361.00 \$3,030.08 \$17.48	\$38,068.00 \$3,172.33 \$18.30	\$39,958.00 \$3,329.83 \$19.21	\$41,951.00 \$3,495.92 \$20.17	\$44,102.00 \$3,675.17 \$21.20	\$46,342.00 \$3,861.83 \$22.28	\$48,660.00 \$4,055.00 \$23.39	\$52,066.00 \$4,338.83 \$25.03	\$54,670.00 \$4,555.83 \$26.28	\$57,403.00 \$4,783.58 \$27.60
Health/Attendance Technician-Bilingual * Office Assistant II-Bilingual * School Office Assistant-Bilingual *	40	\$36,361.00 \$3,030.08 \$17.48	\$38,068.00 \$3,172.33 \$18.30	\$39,958.00 \$3,329.83 \$19.21	\$41,951.00 \$3,495.92 \$20.17	\$44,102.00 \$3,675.17 \$21.20	\$46,342.00 \$3,861.83 \$22.28	\$48,660.00 \$4,055.00 \$23.39	\$52,066.00 \$4,338.83 \$25.03	\$54,670.00 \$4,555.83 \$26.28	\$57,403.00 \$4,783.58 \$27.60
Accounting Assistant; Custodian Parent/Community Liaison Bilingual Testing Facilitator/Interpreter	41	\$36,624.00 \$3,052.00 \$17.61	\$38,458.00 \$3,204.83 \$18.49	\$40,380.00 \$3,365.00 \$19.41	\$42,357.00 \$3,529.75 \$20.36	\$44,488.00 \$3,707.33 \$21.39	\$46,763.00 \$3,896.92 \$22.48	\$49,101.00 \$4,091.75 \$23.61	\$52,538.00 \$4,378.17 \$25.26	\$55,165.00 \$4,597.08 \$26.52	\$57,923.00 \$4,826.92 \$27.85
Gardener	43	\$37,339.00 \$3,111.58 \$17.95	\$39,226.00 \$3,268.83 \$18.86	\$41,150.00 \$3,429.17 \$19.78	\$43,265.00 \$3,605.42 \$20.80	\$45,399.00 \$3,783.25 \$21.83	\$47,655.00 \$3,971.25 \$22.91	\$50,038.00 \$4,169.83 \$24.06	\$53,541.00 \$4,461.75 \$25.74	\$56,218.00 \$4,684.83 \$27.03	\$59,029.00 \$4,919.08 \$28.38

# APPENDIX B - Classified Salary Schedule

## La Mesa Spring Valley School District

Classified Salary Schedule		Year 1	Year 2	Year 3	Year 4	Year 5	Years 6-9	Years 10-14	Years 15-19	Year 20-24	Year 25 +
Effective July 1, 2020	STEP	A	B	C	D	E	F	G	H	I	J
Position Titles	RANGE ↓							F + 5.0%	G + 7.0%	H + 5.0%	I + 5.0%
Extended School Services Lead Program Assistant	44	\$37,735.00 \$3,144.58 \$18.14	\$39,553.00 \$3,296.08 \$19.02	\$41,509.00 \$3,459.08 \$19.96	\$43,677.00 \$3,639.75 \$21.00	\$45,901.00 \$3,825.08 \$22.07	\$48,156.00 \$4,013.00 \$23.15	\$50,564.00 \$4,213.67 \$24.31	\$54,102.00 \$4,508.50 \$26.01	\$56,808.00 \$4,734.00 \$27.31	\$59,649.00 \$4,970.75 \$28.68
Elementary School Kitchen Manager II	45	\$38,078.00	\$39,966.00	\$41,961.00	\$44,111.00	\$46,352.00	\$48,680.00	\$51,114.00	\$54,692.00	\$57,427.00	\$60,299.00
Middle School Kitchen Manager		\$3,173.17	\$3,330.50	\$3,496.75	\$3,675.92	\$3,862.67	\$4,056.67	\$4,259.50	\$4,557.67	\$4,785.58	\$5,024.92
Senior Custodian		\$18.31	\$19.21	\$20.17	\$21.21	\$22.28	\$23.40	\$24.57	\$26.29	\$27.61	\$28.99
Behavior Intervention Technician	46	\$38,458.00	\$40,383.00	\$42,402.00	\$44,522.00	\$46,748.00	\$49,086.00	\$51,540.00	\$55,148.00	\$57,906.00	\$60,800.00
Student Data Technician		\$3,204.83	\$3,365.25	\$3,533.50	\$3,710.17	\$3,895.67	\$4,090.50	\$4,295.00	\$4,595.67	\$4,825.50	\$5,066.67
		\$18.49	\$19.41	\$20.39	\$21.40	\$22.48	\$23.60	\$24.78	\$26.51	\$27.84	\$29.23
Gardener Equipment Operator	47	\$38,829.00	\$40,751.00	\$42,796.00	\$44,965.00	\$47,204.00	\$49,603.00	\$52,083.00	\$55,729.00	\$58,515.00	\$61,441.00
Warehouse Worker/Delivery Driver		\$3,235.75	\$3,395.92	\$3,566.33	\$3,747.08	\$3,933.67	\$4,133.58	\$4,340.25	\$4,644.08	\$4,876.25	\$5,120.08
		\$18.67	\$19.59	\$20.58	\$21.62	\$22.69	\$23.85	\$25.04	\$26.79	\$28.13	\$29.54
Head Custodian	49	\$39,553.00	\$41,509.00	\$43,677.00	\$45,901.00	\$48,156.00	\$50,502.00	\$53,028.00	\$56,739.00	\$59,577.00	\$62,556.00
Library and Learning Resources Technician		\$3,296.08	\$3,459.08	\$3,639.75	\$3,825.08	\$4,013.00	\$4,208.50	\$4,419.00	\$4,728.25	\$4,964.75	\$5,213.00
		\$19.02	\$19.96	\$21.00	\$22.07	\$23.15	\$24.28	\$25.49	\$27.28	\$28.64	\$30.08
Maintenance and Operations Assistant	50	\$39,966.00	\$41,961.00	\$44,111.00	\$46,352.00	\$48,680.00	\$51,043.00	\$53,594.00	\$57,346.00	\$60,214.00	\$63,224.00
		\$3,330.50	\$3,496.75	\$3,675.92	\$3,862.67	\$4,056.67	\$4,253.58	\$4,466.17	\$4,778.83	\$5,017.83	\$5,268.67
		\$19.21	\$20.17	\$21.21	\$22.28	\$23.40	\$24.54	\$25.77	\$27.57	\$28.95	\$30.40
School Bus Driver	52	\$40,751.00	\$42,796.00	\$44,965.00	\$47,204.00	\$49,603.00	\$51,985.00	\$54,585.00	\$58,406.00	\$61,326.00	\$64,391.00
School Bus Driver/Assistant Trainer		\$3,395.92	\$3,566.33	\$3,747.08	\$3,933.67	\$4,133.58	\$4,332.08	\$4,548.75	\$4,867.17	\$5,110.50	\$5,365.92
		\$19.59	\$20.58	\$21.62	\$22.69	\$23.85	\$24.99	\$26.24	\$28.08	\$29.48	\$30.96
District Translator/Interpreter	53	\$41,149.00	\$43,265.00	\$45,399.00	\$47,655.00	\$50,106.00	\$52,559.00	\$55,188.00	\$59,051.00	\$62,004.00	\$65,104.00
		\$3,429.08	\$3,605.42	\$3,783.25	\$3,971.25	\$4,175.50	\$4,379.92	\$4,599.00	\$4,920.92	\$5,167.00	\$5,425.33
		\$19.78	\$20.80	\$21.83	\$22.91	\$24.09	\$25.27	\$26.53	\$28.39	\$29.81	\$31.30
Central Kitchen Manager	54	\$41,561.00	\$43,639.00	\$45,821.00	\$48,112.00	\$50,517.00	\$53,044.00	\$55,696.00	\$59,595.00	\$62,575.00	\$65,704.00
Computer Repair Technician		\$3,463.42	\$3,636.58	\$3,818.42	\$4,009.33	\$4,209.75	\$4,420.33	\$4,641.33	\$4,966.25	\$5,214.58	\$5,475.33
Library Services Liaison		\$19.98	\$20.98	\$22.03	\$23.13	\$24.29	\$25.50	\$26.78	\$28.65	\$30.08	\$31.59
Administrative Assistant I	55	\$41,977.00	\$44,075.00	\$46,279.00	\$48,594.00	\$51,023.00	\$53,574.00	\$56,252.00	\$60,189.00	\$63,198.00	\$66,359.00
		\$3,498.08	\$3,672.92	\$3,856.58	\$4,049.50	\$4,251.92	\$4,464.50	\$4,687.67	\$5,015.75	\$5,266.50	\$5,529.92
		\$20.18	\$21.19	\$22.25	\$23.36	\$24.53	\$25.76	\$27.04	\$28.94	\$30.38	\$31.90
Senior Publications Technician	56	\$42,357.00	\$44,488.00	\$46,763.00	\$49,127.00	\$51,506.00	\$54,135.00	\$56,842.00	\$60,821.00	\$63,861.00	\$67,055.00
		\$3,529.75	\$3,707.33	\$3,896.92	\$4,093.92	\$4,292.17	\$4,511.25	\$4,736.83	\$5,068.42	\$5,321.75	\$5,587.92
		\$20.36	\$21.39	\$22.48	\$23.62	\$24.76	\$26.03	\$27.33	\$29.24	\$30.70	\$32.24
Transportation Scheduler/School Bus Driver	58	\$43,233.00	\$45,395.00	\$47,664.00	\$50,048.00	\$52,549.00	\$55,178.00	\$57,936.00	\$61,992.00	\$65,092.00	\$68,345.00
		\$3,602.75	\$3,782.92	\$3,972.00	\$4,170.67	\$4,379.08	\$4,598.17	\$4,828.00	\$5,166.00	\$5,424.33	\$5,695.42
		\$20.79	\$21.82	\$22.92	\$24.06	\$25.26	\$26.53	\$27.85	\$29.80	\$31.29	\$32.86
Administrative Assistant II; Instructional Media Specialist	60	\$44,102.00	\$46,342.00	\$48,668.00	\$51,032.00	\$53,589.00	\$56,232.00	\$59,044.00	\$63,177.00	\$66,336.00	\$69,654.00
School Office Manager; School Office Manager-Bilingual *		\$3,675.17	\$3,861.83	\$4,055.67	\$4,252.67	\$4,465.75	\$4,686.00	\$4,920.33	\$5,264.75	\$5,528.00	\$5,804.50
Storekeeper		\$21.20	\$22.28	\$23.40	\$24.53	\$25.76	\$27.03	\$28.39	\$30.37	\$31.89	\$33.49
Licensed Vocational Nurse	61	\$44,498.00	\$46,774.00	\$49,138.00	\$51,517.00	\$54,147.00	\$56,775.00	\$59,614.00	\$63,787.00	\$66,977.00	\$70,326.00
		\$3,708.17	\$3,897.83	\$4,094.83	\$4,293.08	\$4,512.25	\$4,731.25	\$4,967.83	\$5,315.58	\$5,581.42	\$5,860.50
		\$21.39	\$22.49	\$23.62	\$24.77	\$26.03	\$27.30	\$28.66	\$30.67	\$32.20	\$33.81
School Bus Trainer/Dispatcher	63	\$45,389.00	\$47,645.00	\$50,095.00	\$52,548.00	\$55,210.00	\$57,893.00	\$60,787.00	\$65,043.00	\$68,295.00	\$71,710.00
		\$3,782.42	\$3,970.42	\$4,174.58	\$4,379.00	\$4,600.83	\$4,824.42	\$5,065.58	\$5,420.25	\$5,691.25	\$5,975.83
		\$21.82	\$22.91	\$24.08	\$25.26	\$26.54	\$27.83	\$29.22	\$31.27	\$32.83	\$34.48

# APPENDIX B - Classified Salary Schedule

## La Mesa Spring Valley School District

Classified Salary Schedule		Year 1	Year 2	Year 3	Year 4	Year 5	Years 6-9	Years 10-14	Years 15-19	Year 20-24	Year 25 +
Effective July 1, 2020	STEP	A	B	C	D	E	F	G	H	I	J
Position Titles	RANGE ↓							F + 5.0%	G + 7.0%	H + 5.0%	I + 5.0%
Account Technician	64	\$45,901.00	\$48,156.00	\$50,501.00	\$53,112.00	\$55,706.00	\$58,470.00	\$61,393.00	\$65,691.00	\$68,975.00	\$72,424.00
Extended School Service Account Technician		\$3,825.08	\$4,013.00	\$4,208.42	\$4,426.00	\$4,642.17	\$4,872.50	\$5,116.08	\$5,474.25	\$5,747.92	\$6,035.33
Human Resources Technician		\$22.07	\$23.15	\$24.28	\$25.53	\$26.78	\$28.11	\$29.52	\$31.58	\$33.16	\$34.82
Buyer	67	\$47,241.00	\$49,603.00	\$52,083.00	\$54,688.00	\$57,422.00	\$60,292.00	\$63,307.00	\$67,738.00	\$71,125.00	\$74,682.00
Payroll & Benefits Technician		\$3,936.75	\$4,133.58	\$4,340.25	\$4,557.33	\$4,785.17	\$5,024.33	\$5,275.58	\$5,644.83	\$5,927.08	\$6,223.50
		\$22.71	\$23.85	\$25.04	\$26.29	\$27.61	\$28.99	\$30.44	\$32.57	\$34.19	\$35.90
Dispatcher	68	\$47,655.00	\$50,106.00	\$52,559.00	\$55,223.00	\$57,906.00	\$60,815.00	\$63,856.00	\$68,325.00	\$71,741.00	\$75,329.00
		\$3,971.25	\$4,175.50	\$4,379.92	\$4,601.92	\$4,825.50	\$5,067.92	\$5,321.33	\$5,693.75	\$5,978.42	\$6,277.42
		\$22.91	\$24.09	\$25.27	\$26.55	\$27.84	\$29.24	\$30.70	\$32.85	\$34.49	\$36.22
Skilled Maintenance Worker I	69	\$48,156.00	\$50,502.00	\$53,112.00	\$55,706.00	\$58,470.00	\$61,488.00	\$64,563.00	\$69,082.00	\$72,536.00	\$76,163.00
		\$4,013.00	\$4,208.50	\$4,426.00	\$4,642.17	\$4,872.50	\$5,124.00	\$5,380.25	\$5,756.83	\$6,044.67	\$6,346.92
		\$23.15	\$24.28	\$25.53	\$26.78	\$28.11	\$29.56	\$31.04	\$33.21	\$34.87	\$36.62
IT Help Desk Technician	71	\$49,127.00	\$51,506.00	\$54,135.00	\$56,762.00	\$59,531.00	\$62,636.00	\$65,769.00	\$70,372.00	\$73,891.00	\$77,585.00
Lead Storekeeper		\$4,093.92	\$4,292.17	\$4,511.25	\$4,730.17	\$4,960.92	\$5,219.67	\$5,480.75	\$5,864.33	\$6,157.58	\$6,465.42
		\$23.62	\$24.76	\$26.03	\$27.29	\$28.62	\$30.11	\$31.62	\$33.83	\$35.52	\$37.30
Accounting Specialist	72	\$49,603.00	\$51,985.00	\$54,628.00	\$57,273.00	\$60,201.00	\$63,180.00	\$66,339.00	\$70,982.00	\$74,532.00	\$78,257.00
Child Nutrition Services Accounting Specialist		\$4,133.58	\$4,332.08	\$4,552.33	\$4,772.75	\$5,016.75	\$5,265.00	\$5,528.25	\$5,915.17	\$6,211.00	\$6,521.42
Human Resources Specialist; Payroll & Benefits Specialist		\$23.85	\$24.99	\$26.26	\$27.54	\$28.94	\$30.38	\$31.89	\$34.13	\$35.83	\$37.62
Interpreter for the Deaf	74	\$50,513.00	\$53,124.00	\$55,718.00	\$58,485.00	\$61,501.00	\$64,535.00	\$67,762.00	\$72,506.00	\$76,131.00	\$79,938.00
		\$4,209.42	\$4,427.00	\$4,643.17	\$4,873.75	\$5,125.08	\$5,377.92	\$5,646.83	\$6,042.17	\$6,344.25	\$6,661.50
		\$24.29	\$25.54	\$26.79	\$28.12	\$29.57	\$31.03	\$32.58	\$34.86	\$36.60	\$38.43
Nurse Facilitator	76	\$51,506.00	\$54,135.00	\$56,762.00	\$59,531.00	\$62,636.00	\$65,809.00	\$69,101.00	\$73,938.00	\$77,634.00	\$81,517.00
Skilled Maintenance Worker II		\$4,292.17	\$4,511.25	\$4,730.17	\$4,960.92	\$5,219.67	\$5,484.08	\$5,758.42	\$6,161.50	\$6,469.50	\$6,793.08
		\$24.76	\$26.03	\$27.29	\$28.62	\$30.11	\$31.64	\$33.22	\$35.55	\$37.32	\$39.19
Heavy Equipment Technician	77	\$51,985.00	\$54,628.00	\$57,273.00	\$60,201.00	\$63,180.00	\$66,444.00	\$69,766.00	\$74,650.00	\$78,383.00	\$82,301.00
		\$4,332.08	\$4,552.33	\$4,772.75	\$5,016.75	\$5,265.00	\$5,537.00	\$5,813.83	\$6,220.83	\$6,531.92	\$6,858.42
		\$24.99	\$26.26	\$27.54	\$28.94	\$30.38	\$31.94	\$33.54	\$35.89	\$37.68	\$39.57
Human Resources Specialist (Grandfathered)	78	\$52,548.00	\$55,210.00	\$57,893.00	\$60,800.00	\$63,834.00	\$67,076.00	\$70,430.00	\$75,361.00	\$79,130.00	\$83,085.00
Information Technology Support Technician		\$4,379.00	\$4,600.83	\$4,824.42	\$5,066.67	\$5,319.50	\$5,589.67	\$5,869.17	\$6,280.08	\$6,594.17	\$6,923.75
Network Administrator		\$25.26	\$26.54	\$27.83	\$29.23	\$30.69	\$32.25	\$33.86	\$36.23	\$38.04	\$39.94
Skilled Maintenance Worker III	81	\$54,135.00	\$56,762.00	\$59,531.00	\$62,636.00	\$65,809.00	\$68,998.00	\$72,448.00	\$77,521.00	\$81,396.00	\$85,466.00
		\$4,511.25	\$4,730.17	\$4,960.92	\$5,219.67	\$5,484.08	\$5,749.83	\$6,037.33	\$6,460.08	\$6,783.00	\$7,122.17
		\$26.03	\$27.29	\$28.62	\$30.11	\$31.64	\$33.17	\$34.83	\$37.27	\$39.13	\$41.09
Education Data Specialist	82	\$54,628.00	\$57,273.00	\$60,201.00	\$63,180.00	\$66,444.00	\$69,739.00	\$73,225.00	\$78,353.00	\$82,269.00	\$86,384.00
		\$4,552.33	\$4,772.75	\$5,016.75	\$5,265.00	\$5,537.00	\$5,811.58	\$6,102.08	\$6,529.42	\$6,855.75	\$7,198.67
		\$26.26	\$27.54	\$28.94	\$30.38	\$31.94	\$33.53	\$35.20	\$37.67	\$39.55	\$41.53
Information Technology Support Specialist	84	\$55,706.00	\$58,470.00	\$61,488.00	\$64,520.00	\$67,728.00	\$71,064.00	\$74,616.00	\$79,839.00	\$83,831.00	\$88,023.00
		\$4,642.17	\$4,872.50	\$5,124.00	\$5,376.67	\$5,644.00	\$5,922.00	\$6,218.00	\$6,653.25	\$6,985.92	\$7,335.25
		\$26.78	\$28.11	\$29.56	\$31.02	\$32.56	\$34.17	\$35.87	\$38.38	\$40.30	\$42.32
Lead Maintenance Worker	87	\$57,329.00	\$60,195.00	\$63,206.00	\$66,367.00	\$69,685.00	\$73,169.00	\$76,828.00	\$82,206.00	\$86,315.00	\$90,632.00
		\$4,777.42	\$5,016.25	\$5,267.17	\$5,530.58	\$5,807.08	\$6,097.42	\$6,402.33	\$6,850.50	\$7,192.92	\$7,552.67
		\$27.56	\$28.94	\$30.39	\$31.91	\$33.50	\$35.18	\$36.94	\$39.52	\$41.50	\$43.57
Human Resources Analyst	88	\$57,903.00	\$60,797.00	\$63,838.00	\$67,029.00	\$70,381.00	\$73,901.00	\$77,595.00	\$83,027.00	\$87,179.00	\$91,537.00
		\$4,825.25	\$5,066.42	\$5,319.83	\$5,585.75	\$5,865.08	\$6,158.42	\$6,466.25	\$6,918.92	\$7,264.92	\$7,628.08
		\$27.84	\$29.23	\$30.69	\$32.23	\$33.84	\$35.53	\$37.31	\$39.92	\$41.91	\$44.01

## APPENDIX B - Classified Salary Schedule

### La Mesa Spring Valley School District

Classified Salary Schedule		Year 1	Year 2	Year 3	Year 4	Year 5	Years 6-9	Years 10-14	Years 15-19	Year 20-24	Year 25 +
Effective July 1, 2020	STEP	A	B	C	D	E	F	G	H	I	J
Position Titles	RANGE ↓							F + 5.0%	G + 7.0%	H + 5.0%	I + 5.0%
Business Services/Budget Analyst	91	\$59,544.00 \$4,962.00 \$28.63	\$62,649.00 \$5,220.75 \$30.12	\$65,825.00 \$5,485.42 \$31.65	\$69,015.00 \$5,751.25 \$33.18	\$72,474.00 \$6,039.50 \$34.84	\$76,106.00 \$6,342.17 \$36.59	\$79,911.00 \$6,659.25 \$38.42	\$85,504.00 \$7,125.33 \$41.11	\$89,780.00 \$7,481.67 \$43.16	\$94,269.00 \$7,855.75 \$45.32
Community Service Facilitator	92	\$60,214.00 \$5,017.83 \$28.95	\$63,195.00 \$5,266.25 \$30.38	\$66,458.00 \$5,538.17 \$31.95	\$69,755.00 \$5,812.92 \$33.54	\$73,249.00 \$6,104.08 \$35.22	\$76,918.00 \$6,409.83 \$36.98	\$80,762.00 \$6,730.17 \$38.83	\$86,416.00 \$7,201.33 \$41.55	\$90,736.00 \$7,561.33 \$43.62	\$95,273.00 \$7,939.42 \$45.80
Network Engineer	107	\$69,791.00 \$5,815.92 \$33.55	\$73,281.00 \$6,106.75 \$35.23	\$76,946.00 \$6,412.17 \$36.99	\$80,790.00 \$6,732.50 \$38.84	\$84,833.00 \$7,069.42 \$40.79	\$89,075.00 \$7,422.92 \$42.82	\$93,529.00 \$7,794.08 \$44.97	\$100,076.00 \$8,339.67 \$48.11	\$105,079.00 \$8,756.58 \$50.52	\$110,333.00 \$9,194.42 \$53.04
Occupational Therapist	113	\$74,085.00 \$6,173.75 \$35.62	\$77,790.00 \$6,482.50 \$37.40	\$81,679.00 \$6,806.58 \$39.27	\$85,763.00 \$7,146.92 \$41.23	\$90,051.00 \$7,504.25 \$43.29	\$94,553.00 \$7,879.42 \$45.46	\$99,281.00 \$8,273.42 \$47.73	\$106,231.00 \$8,852.58 \$51.07	\$111,542.00 \$9,295.17 \$53.63	\$117,118.00 \$9,759.83 \$56.31
Effective 1/1/20		Hourly Positions: Student Helpers \$13.00									

\* plus 5% differential

7/1/20 2nd reclass +.5%

Please Note: Monthly and annual salary is based on a 12 month, 8 hour per day work schedule

## APPENDIX C • Evaluation Form

Classified Employee Evaluation															
Anniv Date	Last Name	First Name	MI	School/Department											
Position Title		Current Status		This Evaluation Represents:											
		<input type="checkbox"/> Probationary <input type="checkbox"/> Permanent		<input type="checkbox"/> 3-Month Probationary Period <input type="checkbox"/> 6-Month Probationary Period		<input type="checkbox"/> Scheduled Evaluation <input type="checkbox"/> Supplemental									
				*Markings of Improved Needed and/or Unsatisfactory require specific recommendations for improvement – Reference Article 4, Collective Bargaining Agreement				Superior	Very Successful	Successful	Improvement Needed*	Unsatisfactory*			
PERFORMANCE FACTORS															
QUALITY OF WORK										<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accuracy, precision, completeness, and neatness of employee's work															
KNOWLEDGE OF WORK										<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Understands present job; endeavors to increase knowledge of job; suggests better methods and procedures															
QUANTITY OF WORK										<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Volume of quality work completed within established/reasonable time frame															
WORK HABITS										<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Organization of work; care and operation of equipment; safety considerations; accepts direction; prompt and efficient															
INITIATIVE										<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Self-reliant; resourceful; willing to accept and carry out responsibilities; sees things to do without being told															
PERSONAL FACTORS															
ATTITUDE										<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accepts challenge/change; evidences conscientious concern; supportive; interested/enthusiastic in performance of duties															
RELATIONSHIPS WITH PEOPLE										<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to get along with others; effective in dealing with public, other employees and students; communication skills															
DEPENDABILITY										<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Completes work/meets deadlines without close supervision; regular attendance; punctual															
JUDGMENT										<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Understands and abides by District policies and regulations; uses good judgment and common sense															
APPEARANCE										<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neat and appropriate dress/grooming															
LEADERSHIP										<input type="checkbox"/>	Not applicable				
Proficient in training employees; able to plan, organize, assign, and direct work of others										<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OVERALL EVALUATION															
SUMMARY										<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The overall evaluation of this employee is:															
NARRATIVE/COMMENTS:															
<input type="checkbox"/> See attached/additional sheet(s)															
Signature and Title of Evaluator				Date		In signing this report, I do not necessarily agree with the content of this evaluation.									
						Signature of Employee				Date					
<input type="checkbox"/> I recommend this employee for permanency/increment <input type="checkbox"/> I do not recommend this employee for permanency/increment				<input type="checkbox"/> I want to discuss this report with the Dept. Head											
Signature of Department Head				Title of Department Head		Date		HR Review							
<input type="checkbox"/> I agree with this evaluation. <input type="checkbox"/> I do not agree with this evaluation. I have made and initialed change(s) to this report.															
Evaluation form with original signatures is to be forwarded to the Human Resources Department															

APPENDIX D • Classified Evaluation Committee

Side Letter  
By and Between  
La Mesa-Spring Valley Schools  
and  
California School Employees Association (CSEA)  
and its La Mesa-Spring Valley Chapter 419

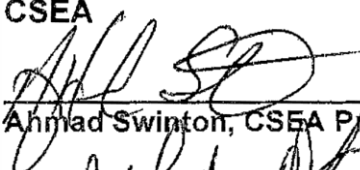
October 31, 2018

**Evaluation Committee:**


The parties agree that a classified evaluation committee will be formed by January 2, 2019 with the specific intent of reviewing best practices for classified evaluations and to make recommendations to ensure our evaluations focus on a growth model. The committee shall be formed with no more than six people; three from CSEA and three from the District. This committee will sunset once the committee makes recommendations.


Signed this 31st day of October, 2018.

CSEA

  
Ahmad Swinton, CSEA President

DISTRICT

  
Tina Sardina, Assistant Superintendent, HR

  
Dan Ortiz, Labor Rep

10/31/18 11 AM

**APPENDIX E • Grievance Form**  
La Mesa-Spring Valley School District

Grievance Number \_\_\_\_\_

Location \_\_\_\_\_

**GRIEVANCE**

Grievant(s) \_\_\_\_\_

Date of grievance \_\_\_\_\_ Level \_\_\_\_\_

Supervisor (person with whom grievance filed) \_\_\_\_\_

Date of discovery of alleged grievance \_\_\_\_\_

Statement of allegation:

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Remedy sought:

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Action to date (including action from previous levels, if any):

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\_\_\_\_\_  
Grievant's signature

\_\_\_\_\_  
Supervisor's signature

\_\_\_\_\_  
Date of filing

Copy to: Human Resources, Supervisor, Grievant

Human Resources: 7/90



## APPENDIX F

La Mesa-Spring Valley School District  
CSEA- Chapter 419  
SIDE LETTER

### OPT-OUT INSURANCE FUND (#1)

The Opt-Out Fund was initiated in 1995-96 to create a fund that could be accessed by the Insurance Committee to improve employee benefit programs (including wellness). At that point, it was agreed by CSEA and La Mesa-Spring Valley Teacher's Association that an employee who "opted out" of receiving health insurance benefits would receive \$800.00 and the District would receive \$800. The agreement further stipulated that the \$800.00 received by the District would be split in half, with one-half set aside for the "Opt-Out Insurance Fund".

**From 1995 to 2006 the per-employee contribution to the Opt-Out Fund remained constant at \$400.00. In 2006-07 it was recognized that due to increased cost of health coverage, the per-employee opt-out contribution should have been adjusted over the years. As of January 2008, the past due debt owed to the opt-out fund was calculated at \$785,770.**

*The Association and District met, negotiated and agreed that the past debt due to the Opt-Out Fund would be completely forgiven. At no time in the future will the Associations request repayment of this debt.*

Due to significant budget deficits in the state budget, the Association and District agreed to waive the payments to the Opt-Out Fund for the 2007-08 and 2008-09 school years.

Should the state budget deficit continue to impact the fiscal stability of the District, the Associations agree to meet with the District and discuss the potential suspension of the opt-out funds for the year 2009-10.


For future reference, the District contribution to the Opt-Out fund is calculated using this formula:

Total premiums District would have paid based on the lower of the District health care plan options, less the cost of opt-out employees' stipends (currently \$800.00 per year for each full time employee), divided by 2 = 50% contribution to Opt-Out Fund.



Claudia Bender  
Assistant Superintendent, Human Resources

1/24/08  
Date



Chris Benker,  
President, CSEA Chapter 419

1/24/08  
Date

ATTACHMENT 1

## APPENDIX F

### La Mesa-Spring Valley School District CSEA Chapter 419

#### Side Letter: OPT-OUT INSURANCE FUND (#2)

Due to the expiration of the CSEA contract on June 30, 2010, this Side Letter was written to continue the previous agreement signed January 24, 2008, (see attachment 1) and formalize current practice.

The opt-out fund was initiated in 1995-96 to create a fund that could be accessed by the Insurance Committee to improve employee benefit programs. At that point, it was agreed by CSEA and La Mesa-Spring Valley Teacher's Association that an employee who —opted out of receiving health insurance benefits would receive \$800.00 and the District would receive \$800. The agreement further stipulated that the \$800.00 received by the District would be split in half, with one-half set aside for the —Opt-Out Insurance Fund.

From 1995 to 2006 the per employee contribution to the Opt-Out Insurance fund remained constant at \$400.00. In 2006-07 it was recognized that due to the increased cost of health coverage, the per employee opt-out contribution should have been adjusted over the years. As of January 2008, the past due debt owed to the Opt-Out fund was calculated at \$785,770.

The Association and District met in January 2008, negotiated and agreed that the past debt due to the Opt-Out fund would be completely forgiven. At no time in the future will the Association request repayment of this debt.

Due to significant budget deficits in the state budget, the Association and District agreed to forgive the payments to the Opt-Out fund for the 2007-08 and 2008-09 school years.

Additionally, the Association and District met and negotiated on August 5, 2010, regarding the use of Opt-Out Funds as a portion of salary concessions. A Memo of Understanding was signed August 5, 2010, (see attachment 2) detailing a transfer of funds totaling one (1) percent of salary for LMSVTA and CSEA; (\$700,000) from Opt-Out Fund 17 into District reserves for economic uncertainties. These funds are to be held until such time as said reserves are equal to at least five (5) percent of the general fund. An annual review of the MOU shall occur after the unaudited actuals are accepted by the Board.

For future reference, the District contribution to the Opt-Out fund is calculated using this formula:

Total premiums District would have paid based on the lower of the District health care plan options, less cost of opt-out employees' stipends (currently \$800.00 per year for each full time employee), divided by 2 = 50% savings to Opt-Out fund.

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Claudia Bender  
Assistant Superintendent, Human Resources

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Date

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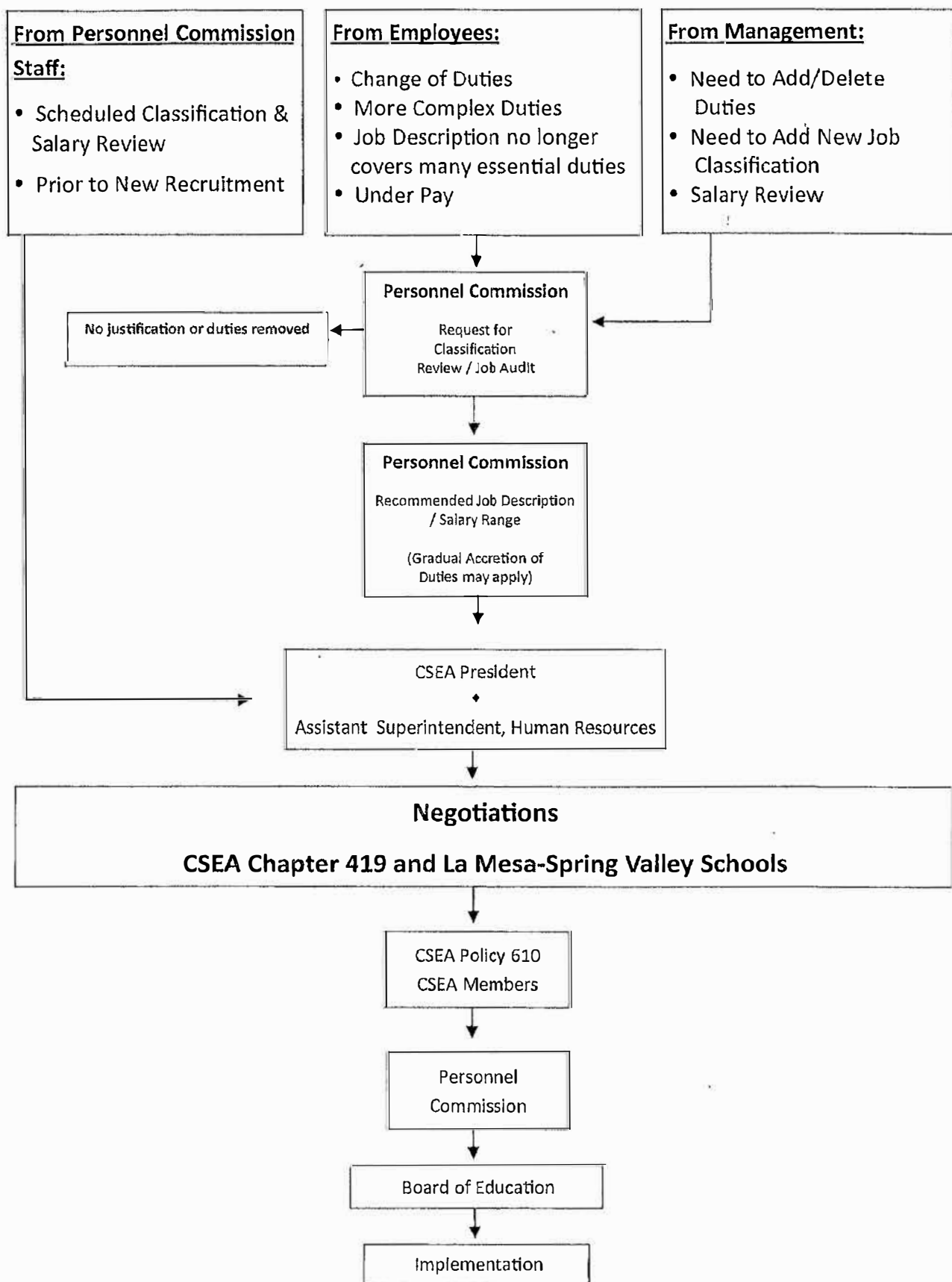
Annabeth Bongard

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Date

## APPENDIX G

### Classification Review Flow Chart



## APPENDIX H

# MEMORANDUM OF UNDERSTANDING

By and Between

La Mesa-Spring Valley School District

And

California School Employees Association (CSEA)

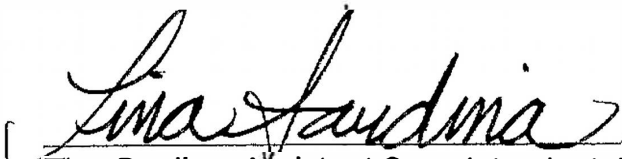
and it's La Mesa-Spring Valley Chapter 419

May 4, 2015

### Benchmark Districts

Both parties met on May 4, 2016 and agreed on the Ewing consulting selection criteria for benchmark districts and the eleven (11) recommended benchmark districts (see below and attached Exhibit E) to be used during the 2016 global study.

1. Cajon Valley
2. Encinitas Union
3. Escondido Union Elementary
4. Lakeside
5. National Elementary
6. Santee
7. South Bay Union Elementary
8. Carlsbad Unified
9. Oceanside Unified
10. Ramona Unified
11. San Marcos Unified

  
Tina Sardina, Assistant Superintendent, Human Resources

5/5/16  
Date

  
Ahmad Swinton, President, CSEA Chapter 419

5/5/2016  
Date

  
Dan Ortiz, Labor Relations Representative, CSEA

5/5/2016 8:25 AM  
Date