

Alvord Unified School District

NOTICE OF PUBLIC HEARING

The Alvord Unified School District Hereby Gives Notice that a
Public Hearing will be held as follows:

TOPIC OF HEARING:

Notice is hereby given that the Alvord Unified School District and California School Employees Association (CSEA) and its Alvord Chapter 339 have reached a proposed agreement regarding the following reopener items for the 2018-2019 and 2019-2020 School Years:

- Article IV – Grievance Procedure
- Article VI – Wages and Benefits
- Article VIII – Vacation Schedule
- Article XI – Hours and Overtime
- Article XIII – Safety
- Article XIV – Assignment, Transfer and Filling Vacancies
- Article XVI – Evaluations
- Article XVII – Leave Provisions
- Appendix C – Fringe Benefits
- Appendix I – Classified Transfer/Increase in Hours

This agreement is available for public inspection and review at the following address:

Alvord Unified School District – Human Resources
9 KPC Parkway
Corona, CA 92879

Availability for public inspection and review is required prior to the Board of Education taking action at its regularly scheduled meeting at the following location:

Alvord District Board Room

HEARING DATE: Thursday, June 11, 2020

TIME: 4:00 PM

LOCATION: District Board Room
Alvord Unified School District
9 KPC Parkway
Corona, CA 92879

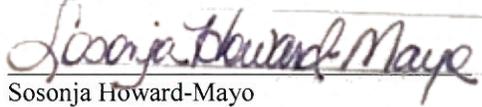
**FOR ADDITIONAL INFORMATION CONTACT: Bob Presby, Assistant Superintendent at
(951) 509-5124**

AGREEMENT

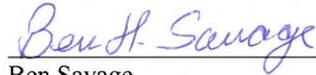
This AGREEMENT on the following: *Article IV – Grievance Procedure; Article VI – Wages and Benefits; Article VIII – Vacation Schedule; Article XI – Hours and Overtime; Article XIII – Safety; Article XIV – Assignment, Transfer and Filling Vacancies; Article XVI – Evaluations; Article XVII – Leave Provisions; Appendix C and Appendix I* have been made and entered into the 2nd day of April 2020, by and between the California Schools Employees Association and its Chapter 339 (hereinafter referred to as the “Association”), and the Alvord Unified School District (hereinafter referred to as the “District”).

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT the 2nd day of April 2020.

ASSOCIATION:



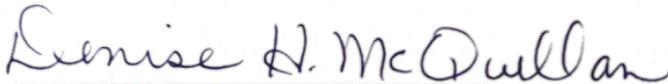
Sasonja Howard-Mayo
Chapter President
CSEA Alvord Chapter 339



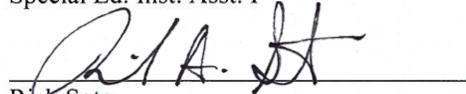
Ben Savage
Chief Negotiator



Laura Conklin
Campus Supervisor II



Denise Mc Quillan
Special Ed. Inst. Asst. I



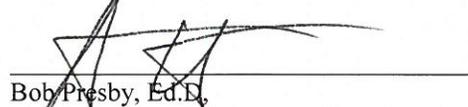
Rick Soto
Custodian



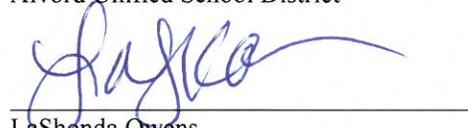
Andy Vasquez
Delivery Driver/Stock Clerk ChildNutrition Serv.

Joshua Fleming
Labor Relations Representative

DISTRICT:



Bob Presby, Ed.D.
Chief Negotiator, Asst. Superintendent
Alvord Unified School District



LaShonda Owens
Director II, Human Resources



Linda Zamora-Mrillo
Administrative Assistant, Human Resources

ARTICLE IV – GRIEVANCE PROCEDURE

Section 1 - Definition.

- (a) A "grievance" is a formal written allegation by a unit member(s) or by the Association, that there has been a violation, **misapplication, or incorrect interpretation** of ~~an express term of~~ **a specific provision of** this Agreement. It is not the intent of this procedure to provide a means of changing or adding District policies, District regulations, or provisions to this Agreement. Actions to challenge or change the general policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal process. Other employer-employee relation matters for which specific method of review is provided by law are not within the scope of this procedure.
- (b) A "grievant(s)" may be any unit member of the District. The Association shall have the right to file a grievance on behalf of one or more unit members or itself.
- (c) The "immediate supervisor" is the administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances. Such designation shall be provided to the CSEA by the District upon request.
- (d) A "day" is any day in which the central administrative office of the District is open for business.
- (e) Issues arising out of the exercise by the Board and administration of its responsibilities under the District Rights Article of this Agreement, including the facts underlying its exercise of such discretion, shall not be grievable.
- (f) In the event that a grievance affects more than one unit member, CSEA may file the grievance on behalf of all affected unit members, and will follow the normal grievance process. Grievances concerning the same issue may be consolidated as long as it does not create unnecessary delay.**

Section 2 - Informal Level. Within ~~five (5)~~ **ten (10)** days after the occurrence of the act or omission giving rise to the grievance, or after the grievant should reasonably have known of the occurrence of the act or omission giving rise to the grievance, and before filing a Level I grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor or designee. **In the event, CSEA has filed a grievance involving multiple unit members, the informal conference may be**

scheduled with the Director of Human Resources. Compliance with this level shall be so indicated by completion of the informal conference form signed and dated by the unit member, **or CSEA** and appropriate administrator **within 5 days of the conference.**

Section 3 - Levels of the Grievance Procedure.

- (a) Level I: Within fifteen (15) days after ~~the~~ **receiving the response on the informal conference form** ~~occurrence of the act or omission giving rise to the grievance, or within fifteen (15) days after the grievant should have reasonably known of such act or omission,~~ the grievant must present the grievance in writing on the appropriate District form to the immediate supervisor. This written grievance shall be a clear, concise statement of the act or omission constituting a violation of the Agreement, specifying the specific Article(s), the circumstance involved, the decision rendered at the informal conference, and the specific remedy sought. If the Association files a grievance on behalf of a unit member(s), the written grievance shall be sufficiently detailed to allow the District to identify the affected unit member(s). If the District believes that the grievance does not contain information sufficient to allow the District to identify the affected unit member(s), the District may notify the Association of this, and the Association shall provide sufficient information no later than an appeal to Level II. The supervisor shall communicate a decision to the unit member in writing within ~~ten (10)~~ **fifteen (15)** days after receiving the written grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- (b) Level II: In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate District form to the Superintendent or designee within ten (10) days after Level I decision has been rendered. This statement must include a copy of the original grievance and the decision rendered. The grievant may elect to be represented by one CSEA chapter representation and/or the CSEA labor relations representative. The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.
- (c) Level III: If not satisfied with the decision at Level II, ~~the~~ CSEA may submit a request on the appropriate District grievance form to the Superintendent for mediation of the dispute with the State Mediation and Conciliation Service. The request shall be submitted in

writing within five (5) days from the CSEA's receipt of the Level II decision. The parties shall attempt to reduce outstanding issues, and, if possible, remedy the dispute; but in no instance shall the mediator impose a decision upon the parties. Any statements made during the mediation process (other than those already documented at Level I and II) shall be confidential and will not be revealed at any future level of the grievance procedure.

- (d) Level IV: If not satisfied with the decision at Level III, the CSEA, may within five (5) days from service of the Level III decision submit a request in writing on the appropriate District grievance form to the Superintendent for binding arbitration of the dispute. The CSEA and the District shall attempt to agree upon a binding arbitrator. If no agreement can be reached, they shall request the California State Conciliation Service to supply a panel of seven (7) names of arbitrators. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the binding arbitrator. The order of the striking shall be determined by lot. The fees and expenses of the arbitrator and the hearing shall be **shared equally by both parties.** ~~paid by the party that does not prevail.~~ Either party may request that a court reporter be used during the arbitration hearing, and that transcripts be prepared. **The cost of the court reporter will be paid by the requesting party unless it is mutually agreed to share the cost by both parties.** ~~If a court reporter is requested, the parties shall share equally all costs associated with the court reporter and the cost of transcript preparation.~~ If the question of arbitrability arises, it shall be ruled upon by the arbitrator prior to hearing the merits of the case. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it will be referred back to the parties without decision or recommendation on its merits. The binding arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusion on the issues submitted. The binding arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The binding arbitrator shall consider only those issues which have been properly carried through all prior stages of the grievance procedure. The binding arbitrator shall have no power to add to, subtract from, alter, amend or modify the terms of this Agreement. The arbitrator shall

have no power to change any practice, policy, rule, regulation or procedure of the District.

Section 4 - General Provisions.

- (a) The failure of the grievant to act within the prescribed procedures and time limits stated in this Article shall act as a bar to processing the grievance. The failure of the District to give a decision within the time limits shall permit the grievant to proceed to the next step. If at any level, the grievance is mutually resolved, or if the grievant declines to take further steps, the grievance is considered closed.
- (b) Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.
- (c) A grievant shall be entitled upon request to representation of one CSEA representative who shall be granted release time to attend any grievance conference or formal hearing provided under this Article, provided such release time is requested when possible twenty-four (24) hours in advance. **In order for CSEA to properly investigate a grievance, the district shall insure witness are made available for interview with CSEA officers during the witness' normal workday. An interviewees' supervisor may request alternative times for interviews in order to not unnecessarily disrupt District business but shall not impede CSEA's investigation.** Where the CSEA has not been requested to represent the grievant at Level I or Level II, and the District is prepared to agree to a resolution of the grievance, the District shall not make any final resolution until the CSEA has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response. The CSEA shall notify the District in writing of the names of CSEA employee representatives, for the purposes of this Article. If a change is made, the District shall be advised in writing.
- (d) The time limits specified at each level may be extended by written mutual agreement. Time limits for appeal provided at each level shall begin the day following receipt of the written decision by the Grievant or CSEA. (e) A unit member's grievance form shall be filed in a grievance file separate from the unit member's personnel file.
- (f) If the grievances involve employees with different immediate supervisors, the grievances may be consolidated by mutual agreement of the parties and filed at Level II.

- (g) If a grievance arises from the action or inaction on the part of a member of the administration at a level above the employee's immediate supervisor, the grievant may submit the grievance in writing initially at Level II.
- (h) At any time during the grievance procedure, either party may request a conference, which shall be held within a reasonable time.

Tentative Agreement reached on 11/19/19

CSEA: STH

AUSD: [Signature]

ARTICLE VI - WAGES AND BENEFITS

Section 1 – Definition.

Every bargaining unit position shall be placed in a class, and each class assigned a salary range. The assignment of the salary range to a class shall be known as “salary classification.” (See Appendix B)

¹Section 2 - Fringe Benefits Contributions. ~~Unit members shall receive fringe benefits as set forth in attached Appendix "C."~~ Effective October 1, ~~2017~~ 2019, the District will contribute ~~\$11,850~~ \$12,957.73 annually per active eligible participating unit member to fund a health and welfare plan which is defined as medical, dental, vision, life and Long Term Disability. Beginning July 1, 2015, the District shall provide an annual contribution equal to .5% of the classified salary schedule and \$11,850 x number of “Grandfathered Part-Time Employees with Benefits” (see Section 3(b) of Article VI – Wages and Benefits) to be applied to offset premium increases.

Bargaining unit members who work 7.25 hours or less may elect to waive benefits; however, said bargaining unit member(s) must present, to the District, proof of insurance coverage in their spouse/domestic partner’s health and welfare plan. Bargaining unit members who are eligible and participate, may choose life and income protection for the year at no cost. Medical, dental, vision, and life benefits (\$20,000 life insurance policy) will be established in accordance with the plan comparison options.

Monthly payroll deductions are calculated on the unit member’s choice of medical plan. The tenthly payroll schedule shall be as follows: August, September, October, November, December, January, February, March, April, May.

Revised payroll deductions will begin after the completion of the collective bargaining process with ratification in accordance with CSEA Policy 610.

It is the parties’ intent that an open enrollment period for medical benefits will take place during the month of August or September. An additional open enrollment will take place during the month of May or as soon thereafter as possible for classified bargaining unit members who desire to ~~change plans and/or~~ sign up for the IRS Section 125 Plan. The district will notify all eligible bargaining unit members regarding the IRS Section 125 Plan open enrollment period.

Plan changes shall be submitted to the plan administrator in accordance with their timeline. Meetings will be scheduled by the District for all eligible bargaining unit members to receive information regarding the IRS Section 125 Plan.

¹ Section 2, 3 and 4 have been moved from Appendix C - Fringe Benefits

Unless otherwise noted the provisions of this agreement continue until a new negotiated agreement is reached and ratified. However, plan options, payroll deductions, changes in carriers or changes of administrator are subject to negotiations for every new plan year.

Section 3.2 – Eligibility.

- (a) Unit members hired after May 6, 1982, whose regular daily assignment is greater than four (4) hours, shall receive the full benefit entitlement. Those unit members who are employed for four (4) hours or less shall receive benefit entitlement as provided for in the EBP. Unit members employed prior to May 6, 1982, whose regular daily assignment was not greater than four (4) hours per day, shall receive full benefit entitlement.

- (b) Unit members hired on or after February 1, 2017, whose regular daily assignment is six (6) hours per day or more, shall receive the full benefit entitlement. Unit members employed prior to February 1, 2017, whose regular daily assignment was greater than four (4) hours per day, but less than six (6) hours per day, shall receive full benefit entitlement so long as their regular daily assignment is greater than four (4) hours per day. In the event an employee vacates a position on or after February 1, 2017, and no longer qualifies for the full benefit entitlement as described in this paragraph, the cost savings to the District realized as a result of the change shall be evenly distributed among unit members who receive the benefit in the form of an increase in the District's contribution towards unit members' premiums. The District and CSEA shall annually review the cost savings and prospectively apply it to the District's contribution.

Section 4 – Retirement Benefits. The District will contribute toward the premiums for medical and dental insurance for all **eligible** unit members who have reached the age of fifty-five (55) who retire with ten (10) complete and continuous years of service to the District and until said unit members reach their sixty-fifth (65th) birthday or until they are covered by a state or federal medical insurance plan.

Starting the 2020/2021 plan year, the District contribution will be **fixed at the highest billed rate of the HMO Single or 2-Party plan at the time of retirement. During subsequent open enrollments, the retiree may change their benefits plan and the District's contribution will remain the highest billed rate of the HMO of that tier at the time of retirement. The District will also contribute the retiree billed rate of the dental plan that the employee is enrolled in at the time of retirement.** ~~that which is in effect according to the terms of the Agreement between CSEA and the District at the time of the unit member's retirement from the District.~~ Retiree benefits are not intended for family coverage.

~~{For example (The numbers used in this example are not actual numbers):~~

- ~~(1) In year of retirement, the District contribution for an employee 2-party with medical and dental is \$400.00/month (100%); upon retirement the medical and dental rates go to a tiered rate of \$800.00/month for employee 2-party. The District contribution for the retiree is~~

~~\$800.00/month until the employee reaches age sixty five (65). If the employee changes status to a single party, then the District will contribute up to \$400.00/month until the employee reaches age sixty five (65).~~

~~If the employee is single in year of retirement, the District contribution for an employee 1-party with medical and dental is \$400.00/month (100%); upon retirement the medical and dental rates go to a tiered rate of \$300.00/month for employee 1-party. The District contribution for the retiree is up to \$400.00/month until the employee reaches age sixty five (65).]~~

Section 5.3 – Benefits Advisory Committee. The purpose of the Benefits Advisory Committee is to explore/oversee cost effective benefit delivery systems in order to provide comprehensive benefit options for unit members, and contain costs. The Association and the District shall be active participants in the Benefits Advisory Committee, working together in good faith. The Benefits Advisory Committee shall meet no less than one (1) time a month. The Association and the District may have up to an equal amount of representatives. The Benefits Advisory Committee shall take the recommendation for the coming plan year to the negotiations team at least three (3) months in advance of open enrollment.

The goals of this committee shall include, but not be limited to:

- (a) Sharing the responsibility of reducing the costs for health and welfare benefits;
- (b) Researching other health care providers such as, but not limited to: Trusts, Self-Insured Programs, or traditional providers through the Request for Qualification and Proposal (RFQ/P) process;
- (c) Providing adequate coverage to all classified bargaining unit members;
- (d) Reducing, containing, or maintaining the cost of health and welfare benefits to the District;
- (e) Estimating and applying surplus generated from the difference between the district cap and the cost of the plans. This surplus will be applied to lower the overall costs for employee's payroll deductions. The surplus is created when the district's cap is greater than the plan cost.
- (f) ~~(e)~~ Reporting all findings directly to the Association and the District Negotiations teams;
- (g) ~~(f)~~ Savings generated through this process shall be used to mitigate classified bargaining unit members' health and welfare benefits payroll deductions through the negotiations process.

Section 6.3 - Wages. Unit members shall receive wages as set forth in attached Appendix "B."

- (a) Effective July 1, 2004, the hourly rate factor is to be determined by the monthly rate times twelve (12) months divided by fifty-two (52) weeks divided by forty (40) hours $\{[(\text{monthly rate} \times 12) \div 52 \text{ weeks}] \div 40 \text{ hours}\}$.
- (b) Initial step placement by the District shall depend on the relevant professional experience of

a new hire.

- (c) Step increases shall be effective every year on July 1. Individuals hired after December 31 shall have their step increased the following year.

Section 7 4 - Longevity. Unit members shall receive twenty-five dollars (\$25.00) per month after ten (10) years employment with the District, an additional twenty-five (\$25.00) per month after fifteen (15) years employment with the District, an additional fifty dollars (\$50.00) per month after twenty (20) years of employment with the District, an additional fifty dollars (\$50.00) per month after twenty-five (25) years of employment with the District, and an additional seventy five dollars (\$75.00) per month after thirty (30) years of employment with the District. All longevity payments for part time unit members shall be paid without regard to proration for part time service and shall be paid in the same manner as that paid to full time employees.

Section 8 5 - Professional Growth. All unit members shall have the opportunity to participate in a professional growth plan.

Professional Growth is the continuous, purposeful engagement in study and related activities designed to retain and extend the high standards of the educational classified unit members.

Professional Growth is being developed if:

- (a) The experience reflects increased knowledge, understandings, and skills in the participant's regular assignment;
- (b) The experience provided background material for the activity in which engaged;
- (c) The experience manifests personal development through alertness and responsiveness to the human and social factors of others; or
- (d) The experience assists in fields closely related to the activity in which engaged.

Professional Growth may be achieved through participation in the following categories:

- (a) College courses
- (b) Workshops sponsored by Public Education Institutions
- (c) District approved Adult Education courses
- (d) Serving as an Officer in Chapter #339

Professional Growth is a joint enterprise between the District and the individual unit member and must be jointly planned in order to assure maximum gain for both the participant and the District.

(1) Continuing/Higher Education Criteria.

The following criteria are applied in determining approval of courses taken by unit members at a university/college, community college, trade school, or adult school:

- (a) The subject matter of the course must relate directly to the position currently occupied by the unit member; or
- (b) The subject matter of the course must meet the requirements of the position for which the

unit member is training; or

- (c) The course which does not meet the requirements of either (a) or (b) above must be acceptable to the Human Resources Office.

(2) Criteria for Conventions/Workshops.

- (a) Attendance at professional conventions or workshops may be considered for professional growth. Advance approval is required. No credit will be allowed if the district participates in 50 percent (50%) or more of any expense. A total of three (3) hours of programmed attendance is required for one-half (.5) growth point. No more than one and one-half (1.5) growth points may be earned annually through convention or workshop attendance. A report of attendance and conference proceedings must be submitted for credit.
- (b) Holding an elected office in CSEA may be counted for one (1) growth point annually.

(3) Professional Growth Points.

- (a) Eighteen (18) clock hours work constitutes the equivalent of one (1) semester hour. One (1) semester hour equals two (2) points for a college, junior college, or trade school course. One (1) semester hour equals one and one half (1.5) points for an adult school course. Each District sponsored inservice course equals one point.
- (b) A certificate of satisfactory completion of a course shall be accepted for credit.
- (c) Five (5) of the fifteen (15) growth points may be earned in Public Education Institution workshops. Fifteen (15) of these professional growth points may be earned during a period of three (3) years. The earning or qualifying period ends on June 30 of the year in which the fifteen (15) points are completed.

(4) Limitations.

- (a) No one shall receive credit for institution lectures or conventions if attended during the working day and/or if employee is being paid for other services unless approved in advance by the Human Resources Office.

(5) Incentive.

The incentive for professional growth is as follows:

Initial incentive	\$225	(upon completion of 15 points)
Second incentive	\$425 total	(upon completion of 30 points)
Third incentive	\$600 total	(upon completion of 45 points)
Fourth incentive	\$775 total - maximum	(upon completion of 60 points)

Incentives are not accumulative. A unit member may start working toward the next incentive after the fifteen (15) points are completed. Points beyond fifteen (15) will carry forward to the next incentive.

The Professional Growth incentive will be paid annually in one (1) lump sum in June of each year. Those unit members completing fifteen (15) points no later than January 31 and submitting

verification of completion/transcript/certificate by May 1 will receive the appropriate incentive in June. Incentives completed after January 31 will be paid in June of the next year.

(6) Approval.

A unit member desiring to participate in the Professional Growth program must file his/her Intent to Participate and Request for Professional Growth Credit (see Appendix D) with the Human Resources Office. After the professional growth request has received approval, verification of completion/transcript/certificate will be required by May 1 prior to receiving an incentive in June.

Tentative Agreement reached on:

4/3/2020

CSEA: *Bond Savage*

AUSD: *[Signature]*

ARTICLE VIII – VACATION SCHEDULE

Section 1 - Vacation Provision. Unit members' vacations shall be scheduled at the convenience of the District with consideration of the needs of the unit members.

- (a) Each full time, twelve (12) month unit member shall accrue vacation days at the rate of one (1) day per month during any given fiscal year.
- (b) Unit members employed on a less than full time basis and hourly unit members are granted vacation time on a prorated basis proportionate to the number of hours worked. Unit members are eligible for vacation benefits upon completion of the first six months of employment in paid status in accordance with the law. However, earned vacation time is calculated from the beginning of service. Probationary unit members shall be allowed to use vacation time during their first six months of employment for non-designated work days even though such vacation time may not have been earned. In the event a new probationary unit member separates from the District prior to earning the vacation time advanced, the District shall have deducted from the unit member's final pay warrant the full amount of salary which was paid for unearned days of vacation.
- (c) A unit member who terminates, is suspended or begins a leave of absence before the end of a year, calculated from the unit member's date of hire, shall receive a prorated portion of the regular vacation time for that year, based upon months of service completed at the time the termination, suspension or leave of absence begins.
- (d) After five (5) years of consecutive employment with the District (beginning with the date of hire, extending five (5) complete years, and ending with the date of hire), **employees will accrue an additional** five (5) days in any given year in addition to the vacation time provided in paragraphs (a) and (b) **and in accordance with paragraph (c)** above will be granted.
- (e) After ten (10) years of consecutive employment with the District (beginning with the date of

hire, extending ten (10) complete years, and ending with the date of hire), **employees will accrue an additional** ten (10) days in any given year in addition to the vacation time provided in paragraphs (a) and (b) **and in accordance with paragraph (c)** above will be granted.

(f) The unit member shall use his/her vacation by June 30 of the fiscal year following that in which it is earned. Vacation time may not accumulate beyond June 30 without written approval of the Superintendent. Unit members shall not lose their accumulated vacation days. Unit members shall be paid for any excess unused vacation at the end of the school year. Upon termination, the unit member shall be paid for his/her earned but unused vacation.

(g) When a holiday falls during the scheduled vacation of a unit member, the holiday will not be deducted as a day of vacation from the unit member's vacation entitlement.

(h) All unit members shall submit to their immediate supervisor a proposed vacation schedule fifteen (15) working days after the School Board approves the school calendar for the next fiscal year. Vacations shall be scheduled at times requested by unit members in collaboration with their immediate supervisor and the unit member shall schedule vacations considering undue hardship for unit members and district operations. If there is a conflict between unit members who are working on the same or similar operations, as to when vacation shall be taken, the unit member with the greater District seniority shall be given preference.

Unit members who work less than twelve (12) months shall be expected to schedule and take vacations on non-designated work days, i.e. Thanksgiving, Winter, **and** Spring, ~~and Summer~~ breaks; however, this shall not prevent unit members from working additional assignments during non-designated work days in accordance with Article XI-Hours and Overtime, Section 4. In such a case unit members will be paid their normal rate of pay in lieu of using vacation time.

The immediate supervisor shall notify each unit member in writing to confirm or deny the

requested date(s) for the unit member's vacation. This notification shall be given within fifteen (15) working days as referenced in section 1(h).

A request to change a previously scheduled vacation due to unforeseen circumstances shall be granted or denied within ten (10) working days; any change may be granted if it will not create an undue hardship adversely affecting the delivery of services in the unit member's department, and shall be subject to the vacation schedules already established. However, disputes may be appealed to Human Resources (HR) for review. The decision of HR shall be final.

Scheduling disputes arising under this section shall not be subject to the grievance procedure.

- (i) Those less than twelve-month unit members who have worked during the summer **months** ~~in June, July and August~~ shall be given credit for extra hours of vacation leave based on an average of hours worked per day in the **summer** months ~~of July and August~~. The ~~portion of time worked in June is not included, as the credit for June is in the grant for the regular work year.~~ If fifty percent (50%) or more of a summer month ~~July and/or August~~ is worked, credit is given for the entire month. **Summer months are defined as the time between the end of one academic year and the commencement of another.**

Tentative Agreement reached on

10/24/2019

CSEA: Ben H. Savage

AUSD: [Signature]

ARTICLE XI - HOURS AND OVERTIME

Section 1 - Work Hours.

- (a) Unit members shall be paid for time worked. The regular work week of a full-time unit member shall be forty (40) hours, five (5) consecutive days (Monday through Friday), and the regular workday shall be eight (8) hours exclusive of lunch. The scheduling of the hours and the work days shall be at the sole discretion of the District. ~~If a unit member's hours will change by 15 minutes or more, the District shall notify CSEA of the change in work hours.~~ This Article shall not restrict the extension of the regular workday or work week on an overtime basis when necessary to carry on the business of the District.
- (b) In an effort to provide equity for Maintenance and Operations unit members related to meal breaks, the parties agree to the following:
- (1) The workday will be eight (8) hours per day or ten (10) hours per day at start times mutually agreed upon by the District and the Association;
 - (2) A 45 minute duty free lunch period will be provided between 11 a.m. – 11:45 a.m.¹;
 - (3) If employees choose to take lunch at the Maintenance and Operations Facility, driving time directly to and from the working assignment will be considered as work time (and not counted as part of the duty free lunch).
- (c) ~~The parties agree to the establishment of a Tuesday through Saturday work week affecting only one (1) Senior Custodian and two (2) Custodian unit members assigned to the "Custodial Floor Crew" as follows:~~
- ~~(1) One (1) Senior custodian and two (2) Custodian unit members newly hired specifically under the terms of this subsection may be assigned to the "Custodial Floor~~

¹ M&O unit members will be allowed to take their meal breaks in the location of the unit members choosing (including but not limited to, home, a nearby restaurant, school site, the M&O yard, under a nearby well shaded tree, etc).

Crew.”

~~(2) Current unit members may voluntarily consent to assignment to the “Custodial Floor Crew.”~~

~~(3) The hours of assignment will be as follows:~~

~~3:00 p.m. to 11:30 p.m. Tuesday – Friday; and 9:00 a.m. to 5:30 p.m. Saturday.~~

~~Parties could start earlier if all parties agree as long as there is an eight (8) hour break in service.~~

~~(4) The “Custodial Floor Crew” shall report to and receive direction from the District Custodian IV and/or the assigned Senior Custodian.~~

~~(5) There shall be no change to statutory or collective bargaining rights.~~

~~(6) After initial establishment of the “Custodial Floor Crew,” the District shall not involuntarily transfer any unit member hired after ratification date of this agreement to the “Custodial Floor Crew” without written agreement from CSEA.~~

~~(7) The size of the “Custodial Floor Crew” shall not exceed three (3) people.~~

~~(8) Any week that a statutory or contractual holiday falls, the work week shall revert to a Monday – Friday, 3:00 p.m. to 11:30 p.m. assignment.~~

Section 2 - Overtime Compensation. The District shall provide compensation at a rate equal to one and one-half (1½) times the regular rate of pay for unit members designated by the District to perform overtime. Overtime is any time worked in excess of eight (8) hours in any one (1) work day or any time in excess of forty (40) hours in any calendar week. In determining overtime, for the purpose of computing the number of hours worked, the time in which the unit member is excused from work because of holidays, sick leave, vacation or other paid leaves of absence, shall be considered as time worked by the unit member. The designation, authorization, and allocation of any overtime shall rest solely with the District. Unit members shall not work overtime without prior District authorization.

The District shall offer overtime, **in accordance with Section 4 of this article**, on an equitable basis among qualified unit members in each department or worksite. For purposes of determining equity of overtime/extra hours distributed/offered, a fiscal year review shall apply.

Any reduction in regular assigned time of a unit member shall be as mandated by the California Education Code.

Unit members shall receive ~~extra~~ **overtime** compensation for work required to be performed on the sixth (6th) and/or seventh (7th) day following the commencement of a work week as required by Education Code Section 45131.

- (a) Compensatory Time Off. Compensatory time off, which is that time accrued in lieu of cash compensation for overtime, shall be granted by approval of immediate supervisor at the rate of one and one-half (1½) times. Compensatory time shall not be used to extend the employee's regular vacation and shall be used within twelve (12) months of the date of accrual. Unit members may elect cash compensation in lieu of accepting compensatory time off. The election shall be made in the pay period in which the overtime was worked.
- (b) Call Back. A call back is defined as noncontinuous work required outside of the unit member's regularly scheduled hours for emergency or unplanned situations, or mandatory meetings, within the unit member's specific assignment. Any unit member called back by the Superintendent or his designee to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate even if the actual time worked is less than two (2) hours. Any unit member called in by the Superintendent or his designee to work on a day when the unit member is not scheduled to work shall receive a minimum of three (3) hours paid at the appropriate rate of pay under this agreement.

Section 3 – Mandatory Overtime

The District may, under reasonable circumstances, direct a unit member to work overtime. The

District shall attempt to identify unit members desiring to work overtime before directing a unit member to work overtime when the unit member does not wish to do so. This paragraph does not apply to unit members whose regular work day is less than eight (8) hours or whose work week is less than forty (40) hours.

Section 3 4 – Distribution of Overtime/Extra Hours to Part-time Unit Members: ~~The District shall offer additional daily hours of employment to part time unit members in lieu of employing substitutes.~~ **The District shall not offer overtime/extra hours to substitutes in lieu of permanent unit members. The District shall not contract out work in lieu of overtime/extra hours. Each worksite and/or department shall maintain an overtime/extra hours distribution list consisting of unit members in each classification willing to work overtime/extra hours, beginning with the most senior. Worksites and/or departments shall include new unit members, if the unit member is willing, on the overtime/extra hours list at the time of hire.** These overtime/extra hours shall be distributed on a rotation basis among available ~~part-time~~ unit members on **each worksite and/or department overtime/extra hours list. Once the overtime/extra hours distribution list has been rotated through, rotation shall continue by going back to the most senior unit member** ~~in each department or worksite from a list established by classification seniority. Extra hours shall first be offered to part time unit members in the particular classification on a rotational basis beginning with the most senior unit member.~~ In the event **no** unit members **on a worksite overtime/extra hours distribution list** ~~in the classification do not accept~~ the overtime/extra hours, the hours will **first** be offered to **unit members in that classification from other worksites then to other qualified unit members.** ~~other unit members in the department or worksite based on a rotational basis starting with the most senior unit member. In the event a unit member is absent when it is his/her time to be offered extra hours, upon his/her return to work, he/she shall be the next person offered extra hours. Once the list has been rotated through, rotation shall continue by going back to the most senior unit member.~~

Such additional hours shall not conflict with the unit member's regularly scheduled assignment. **In the event no permanent employee is able to work overtime/extra hours for an assignment, the district may use substitute employees.**

Section 4 5 – Additional Assignments. Unit members not on duty status will be allowed but not required to work additional assignments (substitute, temporary, short term). Unit members shall be paid their regular rate of pay for additional assignments in their classification unless such assignment(s) go beyond eight (8) hours in a day or forty (40) hours in a week at which time unit members shall be paid the overtime rate of pay. Such additional hours shall not conflict with the unit member's regularly scheduled assignment.

Section 5 6 - Working Out of Classification.

- (a) The District may require a unit member to perform duties which reasonably relate to those duties fixed and/or prescribed for the unit member's classification. In addition, the District may require a unit member to perform duties which do not reasonably relate to duties fixed and/or prescribed for the unit member's classification.

Any unit member, who works out of classification and qualifies for out-of-class compensation under this section, will be placed in the higher classification at a step representing the next higher amount of money than his or her present income for the entire period in which the unit member is required to work out of classification. When placement on the salary schedule under this section would result in an increase in pay of less than 2.5%, the unit member shall be placed on the next highest step.

- (c) Out-of-Classification assignments shall be offered as equally as possible among qualified unit members as determined by the District.

Section 6 7 - Duty Free Lunch. All unit members who are on duty for five (5) hours or more per day shall be entitled to a non-paid duty free lunch period of at least thirty (30) minutes, but no more than

one (1) hour. The scheduling and duration of the lunch period shall be determined by the District; where possible, the District shall take into consideration the preference of the affected employee(s).

Section 7 8 - Rest Breaks. Unit members shall be entitled to an amount of time for rest breaks as follows: Three (3) hours of assigned time - ten (10) minutes; four (4) hours of assigned time - fifteen (15) minutes; five (5) hours of assigned time - twenty (20) minutes; six (6) hours of assigned time - twenty-five (25) minutes; seven (7) hours of assigned time - thirty (30) minutes. The scheduling and allocation of time for the break period shall be established collaboratively based upon site/department needs.

Section 8 9 - Shift Differential Premium. Unit members shall receive a premium of 2.5% for the entire shift where their work assignment extends four (4) or more hours after 6 p.m. or begins four (4) or more hours before 8 a.m.

Section 9 10 - Minimum Days and Inservice Days. Any day within the work year granted as a minimum day, inservice day, non-student day, teacher training day, teacher institute, or teacher/parent conference day by whatever name for whatever purpose, is a regular work day for all classified unit members, and all unit members shall receive their regular day's pay.

Section 10 11 - Adjustment of Assigned Time.

- (a) The workweek and workday shall be designated by the District for each classified employee at the time of hire/transfer/promotion, with bargaining unit employees receiving a copy of their work schedule at the time they begin their new assignment. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable number of hours. **The district will determine the work schedule for the employee to meet the needs of the schools, departments and the District. Employees will be notified of their work schedule prior to April 30th for the new fiscal year. After April 30th, any changes to the work schedule that is more than 30 minutes, must be mutually agreed upon by the supervisor**

and employee. Upon mutual agreement, the District shall notify CSEA ten (10) days prior to the change in the unit member's work schedule.

- (b) If it is necessary to change the starting and ending time of a bargaining unit member's work schedule thirty (30) minutes or less, the District shall provide ten (10) working days' notice in writing to the bargaining unit member(s) and the Association. The ten (10) working days' notice shall not be required in cases of emergency.
- (c) ~~(b)~~ Whenever there is a vacant position, permanent unit members whose workday is less than full time may apply and shall be offered increased hours in classification by seniority.
- (d) ~~(e)~~ Whenever there is a need to increase the hours of a position in which there is an incumbent, permanent unit members whose workday is less than full time may apply and may be offered increase in hours in classification by seniority. However, increase in hours of insignificant impact may be offered to incumbents. Increase in hours of significant impact and/or displacement of unit members shall be subject to written agreement between the Association and the District.
- (e) ~~(d)~~ Any unit member who works an average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours effective with the next pay period.²

Section 10 12 - Work Load.³

- (a) The District shall make every reasonable effort to maintain an approximate parity of work load within each position in each classification throughout the District.
- (b) If it is determined that there exists a disparity of work load between positions within any

² See Ed Code section 45137

³ Language moved from Article XIV - Assignment, Transfer and Filling Vacancies.

classification, the District shall make whatever staffing assignments necessary to reach approximate parity.⁴

Section 11 13 - Summer Work Substitutes.⁵

Employees interested in summer substitute work shall submit their interest on the appropriate district form. All summer work (daily substitute assignments, vacancies, etc.) shall be filled among interested and available unit members who have notified Human Resources in writing of their interest to work during the summer. Employees must meet the minimum eligibility requirements of the position and shall be assigned through the District's automated substitute placement system (AESOP/Frontline). These assignments shall first be offered to Classified unit members, **by seniority**, prior to considering substitute employees.

Section 12 14 - Summer School Selection.⁶

In order to qualify for summer school work assignments, currently known as Summer Extended Learning Opportunities (SELO), the unit member shall complete an appropriate application on or before the deadline date:

- (a) The applicant shall meet the job requirements of the position.
- (b) Assignments shall be offered by classification on a rotational basis.
- (c) Within each job classification, assignments shall be offered beginning with the most senior unit member on a rotational basis. Rotations shall continue with the prior year's Summer School assignments; meaning offers shall start with those individuals who are next on the rotation list based on seniority within:

- (1) Current classification

⁴ Unit members will not be asked to speed up work upon return from an absence when a substitute cannot be retained.

⁵ Language moved from Article XIV - Assignment, Transfer and Filling Vacancies.

⁶ Language moved from Article XIV - Assignment, Transfer and Filling Vacancies.

(2) Job family by current classification seniority

(3) District wide seniority by qualified classified employee, as determined by the district.

[For example, if a Food Service Worker II position is available for Summer School, the position will first be filled by Food Service Worker II employees, then any other Food Service Worker, and finally by any other qualified classified employee, based on District seniority.]

(d) CSEA shall receive a list of unit members who worked the previous year's summer school by May 1st.

Tentative Agreement reached on

12/19/19

CSEA: *Ben H. Savage*

AUSD: *[Signature]*

ARTICLE XIII - SAFETY

Section 1 – Definition. Occupational Safety and Health relates to health, safety and welfare issues in the workplace. CSEA and the District are committed to the promotion and maintenance of the highest degree of physical, mental and social well-being of all students, District employees both part-time and permanent, volunteers, and their families.

Section 2 - Safety Equipment. The District shall provide safety equipment (as required by law or governmental regulation) necessary to permit unit members to perform assigned duties safely.

Section 31 – Reporting Occupational Safety and Health Concerns Conditions

It is the responsibility of all unit members to be alert in observing occupational safety and health conditions and/or practices, and to report such un-remedied conditions and/or practices in writing on the appropriate District form (OSH Report) to their immediate supervisor and/or site administrator. This form shall be made available at each work site, in the Safety office and on the District website. If no response or corrective action is taken by the supervisor and/or site administrator within ten (10) working days after the unsafe condition and/or practice is reported, the unit member may file a written complaint directly with the Safety Committee and be placed on the agenda of the next Safety Committee meeting to present the OSH complaint. No employee shall be in any way reprimanded as a result of reporting unsafe conditions and/or practices or any condition and/or practices reasonably believed to be a violation of law.

- a) The ten (10) working days set forth above may be waived in the event of an emergency in which the unit member is in imminent danger of bodily harm.
 - a. An incident that occurs during non-business hours or on a weekend or holiday, will be reported to the security staff or the proper law enforcement agency.
- b) In such an emergency, the unit member may refuse to perform a duty considered to be placing the unit member in imminent danger of serious injury until there is a determination by the Safety Committee.
- c) An update of significant or serious OSH issues that have affected the District shall be reported at the next regularly scheduled Safety Committee meeting.
- d) The Safety Committee shall provide the School Board a quarterly agenzized report of all OSH report and if and how the condition and/or practice was remedied.

Unit members shall notify their immediate supervisor or designee in writing concerning any unsafe condition in the District directly affecting their health and safety. The immediate supervisor or designee shall investigate the reported unsafe condition. No employee shall be in any way reprimanded as a result of reporting unsafe conditions or any condition reasonably believed to be a violation of law.

Section 3 – Report of Incident. ~~As soon as practical after the incident, the employee will prepare a written description of the incident and provide it to his/her immediate supervisor. An incident that occurs during non-business hours or on a weekend or holiday, will be reported to the security staff or the proper law enforcement agency. When the supervisor or his/her designee is present at the site, he/she shall provide appropriate assistance. When the supervisor or his/her designee is not available to provide assistance, the employee shall call the proper law enforcement agency directly.~~

SECTION 4.3 – SAFETY COMMITTEE

A. Purpose

The purpose of the Safety Committee is to increase safety awareness and accident prevention and to review safety, health and sanitation conditions **and/or practices** for a safe and healthy workplace.

B. Functions of the Committee

1. **Receive, and review investigate unit member occupational safety and health (OSH) complaints, and coordinate the expedient resolution of acute occupational safety and health concerns.**
2. **The Safety Committee may authorize the Committee or Committee members to conduct a site visit to the location of an OSH report to ensure the concern was adequately addressed or monitor progress on the resolution of an OSH concern.**
3. **OSH complaint investigations shall be conducted within 20 working days of receiving the complaint, and the findings/resolutions shall be reported to the Safety Committee.**
4. 1. To provide a forum for discussing employee work safety programs.
5. 2. To measure and evaluate the effectiveness of employee work safety programs.
6. 3. To make recommendations for implementation and revisions in safety programs and procedures.
7. 4. To provide information to employee groups regarding current procedures and any A
8. **The committee shall meet monthly. During the September meeting, all future meetings shall be scheduled for the rest of the year (October – September).**

C. Representation of the Safety Committee. ~~CSEA may select two (2) unit members to serve on the District Central Safety Committee. There shall be one classified unit member at each site to serve as a liaison to the Safety Committee.~~

The Safety Committee shall be composed of three (3) representatives appointed by the Association and three (3) representatives appointed by the District [at least two (2) representatives from each side constitute a quorum]. The Executive Director, Administrative Services will serve as the Chair person for the committee.

D. Release Time. The bargaining unit members of the Safety Committee shall be allowed paid release time to carry out their obligations. Such release time shall be upon approval of the Safety Committee Chairperson.

SECTION 5: GLOBAL POSITIONING DEVICES (GPS) ON DISTRICT VEHICLES

District owned vehicles include devices that provide Global Positioning Services (GPS) and automated maintenance tracking technology (together, 'devices'). The devices are intended solely to ensure the safety of the drivers and passengers, as well as, provide real-time maintenance related updates to District personnel.

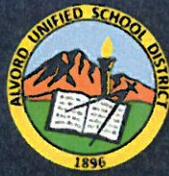
- a) **These devices will not be used to replace, supplant, or circumvent the supervisory or managerial responsibilities associated with employee supervision.**
- b) **If a serious violation of the law, Board Policy or pattern of unsafe behavior is reported, data gathered through the GPS device shall solely be used to confirm or refute any allegations of misconduct.**

- c) All bargaining unit members shall be notified of the presence and use of these devices installed in District vehicles. The notice shall include the following:
 - a. Purpose of the device;
 - b. The capabilities of the devices and types of information recorded;
 - c. A copy of this article.
- d) The District shall not use these devices for payroll purposes.
- e) The District will not use the GPS capabilities to monitor bargaining unit member's performance.
- f) The District will not engage in GPS surveillance that involves disparate, arbitrary, or targeted surveillance of unit members.
- g) The District agrees to provide CSEA President with a copy of the notification sent to all CSEA employees.
- h) The devices and the data collected by the devices will administered by the Executive Director, Administrative Services; Director, Child Nutrition Services; Director, Information Technology; and Director, Expanded Learning.

Tentative Agreement reached on 11/01/2019

CSEA: Ben H. Savage

AUSD: [Signature]



BOARD OF EDUCATION

Joanna Dorado, Ed.D.
Julie A. Moreno
Robert Schwandt
Lizeth Vega
Carolyn M. Wilson

ALVORD UNIFIED SCHOOL DISTRICT
All students will realize their unlimited potential

SUPERINTENDENT

Allan J. Mucerino, Ed.D.
9 KPC Parkway
Corona, CA 92879
P: (951) 509-5070
F: (951) 509-6070

11/01/19 12:33 p.m.

**Occupational Safety and Health Concern Report
(OSH Report)**

It is the responsibility of all unit members to be alert in observing occupational safety and health conditions and/or practices, and to report concerns.

No employee shall be in any way reprimanded as a result of reporting unsafe conditions or any condition reasonably believed to be a violation of law.

Instructions:

- Use this form to report an unsafe working condition that does not require immediate action.
- This form should NOT be used to report immediate and dangerous working conditions, see page 2 of this form for instructions on such conditions
- This form should be completed, fully and legibly, with as much detail as possible. If additional space is needed, print information on a separate paper and attach.
- Use a separate form for each unsafe working condition.

(The employee shall give a copy of this form to his/her immediate supervisor).

To: _____
(Supervisor) (Department/Site) (Date)

From: _____
(Employee name) (Employee signature)

Location of **unsafe and/or unhealthy** condition and/or practices (please be specific):

Describe the **unsafe and/or unhealthy** OSH condition and/or practices (please include photos or other data if available):



Please Note: This is a two-page form.

Supervisor's response (The supervisor shall have ~~five (5)~~ **twenty (20)** working days to respond or to correct the matter):

Immediate and Dangerous Working Conditions

1. This form should not be used to report immediate and dangerous working conditions. If a dangerous working condition exists that requires immediate corrective action, the employee shall notify his/her supervisor at once. If the situation involves serious injury and/or the need for rescue, fire, or other emergency response, call 9-1-1 immediately.
2. The supervisor shall take immediate action to correct or minimize the hazard to a reasonable standard of safety. The supervisor shall notify the Executive Director, **Administrative Services** and the Executive Director, **Administrative Services**, shall report all immediate and dangerous working conditions and the corrective action taken to the Safety Committee.
3. If corrective action is not taken immediately by the supervisor, or the action taken does not minimize the hazard to a reasonable standard of safety, the employee shall notify the Executive Director, **Administrative Services**.
4. The Executive Director, **Administrative Services** will document the report of a dangerous working condition and designate the appropriate individual to go to the scene immediately, evaluate the situation, make a judgment, and document and communicate the decision on appropriate action to the employee, the supervisor, and the Executive Director, **Administrative Services**. The Executive Director, **Administrative Services** will inform the Safety Committee at the next regularly scheduled meeting of a dangerous working condition and the decision of Executive Director, **Administrative Services** regarding appropriate action taken.

Date Completed: _____

Please state resolution: _____

Print Supervisor Name

Supervisor Signature



ARTICLE XIV - ASSIGNMENT, TRANSFER AND FILLING VACANCIES

Section 1 - Assignments and Salary Placement. The District shall make assignments for each year including job location and salary placement. ~~The District may adjust assignments according to this agreement.~~ Notwithstanding the provisions of Article XV, any adjustment of salary placement shall not be at a lower rate on the salary schedule than currently held by the bargaining unit member. **If the District has a reasonable and non-disciplinary need to transfer a unit member's job location assignment for the subsequent year, the District shall notify the unit member of the new job location no later than April 30 for the following school-year. Whenever possible, changes in job location assignments shall be based on seniority. No subsequent changes to job locations shall be made until the following school year unless identified in Section 5 of this article.** ~~Unit members whose assignment is affected by subsequent adjustment shall be notified as soon as practicable after such assignment is made.~~ Upon written request any unit member may have such assignment or salary placement reviewed by a three-member panel consisting of one representative chosen by the District, one representative chosen by the unit member, and a third member mutually agreed upon. In the event such review is requested, the District and the unit member shall designate their respective representatives within five (5) days of the District's receipt of written notice of desire for review. The third member must be chosen within ten (10) days thereafter. The findings of such panel shall be advisory in nature and not binding upon the District or the unit member. A copy of the findings shall be submitted to the exclusive representative before final action.

Section 2 - Definitions.

- (a) A transfer is a change of **a unit member's** ~~the~~ particular school or work location within the District, without any change in classification. The following changes are not transfers:
- (1) changes in the school or area location of employees who are not regularly assigned to

a single work site;

- (2) assignment or reassignment at the same school or work location.
- (b) A vacancy is defined as an unfilled unit position which the District has determined is to be filled by a new or existing unit member rather than a substitute, and which is not filled by an assignment, reassignment or involuntary transfer.
- (c) A promotion is a change to a higher classification.
- (d) An assignment is the specific position in which an employee is placed. Assignments include changes in the number of hours worked in the position.

Section 3 – Interview Panel

- (a) **CSEA shall receive notification of interviews at least 5 days prior and may appoint a representative to sit on the classified interview panel.**
- (b) **CSEA appointed representatives shall be released from duty with pay to participate in interview panels.**

Section 3-4 - Posting of Transfer/Promotional Vacancies.

The District shall post in each bargaining unit work location a list of all bargaining unit transfer/promotional vacancies.¹ The notices shall be posted as openings occur. The District shall advertise all vacancies as either transfer/promotional or open. No posted transfer/promotional opportunity shall be permanently filled until ~~ten (10)~~ **fifteen (15)** work days after the notice has been posted. "Work day" means a day on which the District central administration office is open for business.

Section-4 5 - Vacancies. Unit members who meet the minimum qualifications shall be considered in filling any posted transfer/promotional position within the bargaining unit for which they apply. Whenever there are three (3) or more employees who are qualified for such a vacant position who

¹ Ed Code Section 45278

have an appropriate application on file in the Human Resources Office, the District must select one of such employees to fill the position unless the applicant from outside the bargaining unit is better qualified, as determined by the District using the criteria contained in Section 7 8 of this Article.

Section 5 6 - Transfer, Involuntary Transfer. The District may make **individual** involuntary transfers at any time for the following reasons as verified by the District:

- (a) To establish or maintain a mix of experience **and/or skills**;
- (b) To establish or maintain proper ethnic distribution or gender equity;
- (c) To establish or maintain necessary capabilities at any school for English language learner instruction;
- (d) To accommodate changes in school enrollment necessitating either the addition or deletion of staff;
- (e) ~~Whenever such transfer would benefit the educational program or support services;~~
- (f)(e) ~~Temporary~~ **Transfers** in cases of emergency²;
- (g)(f) To comply with State and Federal programs.

The District shall provide written notification to the affected bargaining unit member(s) and Association ten (10) days in advance of any involuntary transfer **excluding reason (e)**. The written notification shall include the reason for the transfer. **For transfers due to reasons (d) and (e) above, the employee with the least district seniority at site will be transferred. Such transfers shall not be for punitive or disciplinary reasons.**

Section 6 7 - Transfer, Voluntary Transfer.

- (a) A voluntary transfer is a transfer at the employee's request to another assignment in the same job classification. **In connection with initial staffing of new schools, work sites, and/or new departments the District will first seek qualified applicants through the voluntary transfer procedure of this agreement.**
- (b) A voluntary demotion is a move from one classification to a **previously held** lower classification, at the employee's request, and will be treated as a transfer, as set forth in this Article.

² An emergency is an act of God or terrorist attack.

- (c) A **voluntary** transfer/increase in hours request form may be submitted **to Human Resources for any vacancy prior to the application deadline. (See Appendix I)** at any time. ~~and will remain active for one (1) year from the date the District form is received in Human Resources (see Appendix I), or until the request has been granted, whichever comes first.~~
- (d) Requests for a specific assignment(s) must be received in Human Resources no later than the application deadline specified in the District announcement for the job opening.
- (e) **Sites/departments will invite all interested transfer candidates to interview and will follow the interview process per Section 3 of this article.**
- (e) (f) The request for a transfer will not jeopardize the unit member's current assignment.

Section 7 8 - Criteria. The criteria used for filling vacancies and making transfers, **to the extent it does not violate Section 6 of this article**, shall include, but not be limited to, such job related factors as: skills, test scores, abilities, evaluation of past job performance and seniority. To the extent permitted by law, the District's affirmative action goals shall be considered.

Section 8-9 - Notice of Special Assignments. Except where there are unusual circumstances, unit members shall be notified no later than five (5) days prior to the start of a special assignment to work during the **fall³, spring or winter break, and summer months**. This subsection does not apply to unit members who are 12 month employees.

Section 9 10 - Promotional Probationary Periods. An employee who is selected for a promotion shall be subject to a probationary period as if the employee were a new hire. If the promotional probationary employee does not successfully complete the promotional probationary period, he/she shall return to the classification and hours held immediately prior to the promotion. If no vacancy exists in the employee's prior classification, the employee shall bump the least senior employee in a position in the prior classification with the same number of hours held by the promotional

³ Thanksgiving break.

probationary employee immediately prior to the promotion. Unit members shall not have seniority in the position in which they did not pass probation.

Section 10– Work Load.⁴

- (a) — ~~The District shall make every reasonable effort to maintain an approximate parity of work load within each position in each classification throughout the District.~~
- (b) — ~~If it is determined that there exists a disparity of work load between positions within any classification, the District shall make whatever staffing assignments necessary to reach approximate parity.~~

Section 11 – Summer Work Substitutes.⁵

~~Employees interested in summer substitute work shall submit their interest on the appropriate district form. All summer work (daily substitute assignments, vacancies, etc.) shall be filled among interested and available unit members who have notified Human Resources in writing of their interest to work during the summer. Employees must meet the minimum eligibility requirements of the position and shall be assigned through the District’s automated substitute placement system (AESOP/Frontline). These assignments shall first be offered to Classified unit members, prior to considering substitute employees.~~

Section 12 – Summer School Selection.⁶

~~In order to qualify for summer school work assignments, currently known as Summer Extended Learning Opportunities (SELO), the unit member shall complete an appropriate application on or before the deadline date:~~

- (a) — ~~The applicant shall meet the job requirements of the position.~~
- (b) — ~~Assignments shall be offered by classification on a rotational basis.~~

⁴ Moved to Article XI - Hours and Overtime

⁵ Moved to Article XI - Hours and Overtime

⁶ Moved to Article XI - Hours and Overtime

~~(e) Within each job classification, assignments shall be offered beginning with the most senior unit member on a rotational basis. Rotations shall continue with the prior year's Summer School assignments; meaning offers shall start with those individuals who are next on the rotation list based on seniority within:~~

~~—— (1) Current classification~~

~~—— (2) Job family by current classification seniority ——~~

~~—— (3) District wide seniority by qualified classified employee, as determined by the district.~~

~~—— [For example, if a Food Service Worker II position is available for Summer School, the position will first be filled by Food Service Worker II employees, then any other Food Service Worker, and finally by any other qualified classified employee, based on District seniority.]~~

~~(d) CSEA shall receive a list of unit members who worked the previous year's summer school by May 1st.~~

Tentative Agreement reached on <u>12/19/19</u> CSEA: <u>Burt Savage</u> AUSD: <u>A. H.</u>

ARTICLE XVI - EVALUATIONS

Section 1 - Evaluation Process. The evaluation process is intended to provide reinforcement and feedback in a positive collaborative environment. All regular unit members shall be evaluated by their immediate supervisor.

A. Probationary Unit Members

Probationary unit members, promoted or demoted unit members shall be evaluated at the end of the second, fourth and sixth month of their one hundred thirty (130) days in paid status in their regular assignment. A Satisfactory evaluation **in the sixth month evaluation** for all such probationary unit members is necessary for continued employment in that position. **A rating of "Needs Improvement" or "Unsatisfactory" on an evaluation shall include an objective and specific recommendation(s) for improvement.**

- (a) Unit members will be notified of the date of the annual evaluation conference three working days prior. When an evaluator believes the unit member's performance is less than satisfactory, the three-day notification shall include a written statement ~~of such fact~~. At the time of the evaluation conference, the evaluator shall describe the specific nature of the unsatisfactory performance, make specific recommendations for improvement, provide for observation if applicable, and allow sufficient time for improvement(s).

B. Permanent Unit Members

All evaluations shall become a permanent part of the personnel file of the individual unit member. A rating of "Needs Improvement" or "Unsatisfactory" on an evaluation **shall** include a ~~recommendation for improvement~~ **objective and specific recommendation(s) for improvement.**

- (a) **Unit members will be notified of the date of the annual evaluation conference five (5) working days prior. When an evaluator believes the unit member's performance is less**

than satisfactory, ~~the a~~ three-five-day notification is required and shall include a written statement of such fact. At the time of the evaluation conference, the evaluator shall describe the specific nature of the unsatisfactory performance, make specific recommendations for improvement, provide for observation if applicable, and allow sufficient time for improvement(s).

(b) Unit members who have received two satisfactory annual evaluations in the current classification will be evaluated every two years. The supervisor or employee may withdraw consent prior to October 31 of the non-evaluation year and the employee will be evaluated that year. Employees receiving a less than satisfactory evaluation will be evaluated the following year.

Section 2 - Distributions of Evaluations. Each unit member must receive from his/her supervisor a copy of the evaluation report to be sent to the Human Resources Office. The supervisor shall discuss the evaluation with the unit member at this time. The unit member shall sign the copy to be sent to the Human Resources Office. The signature shall mean only that the unit member has discussed the report with his/her supervisor, and has received a copy of that report.

Section 3 - Response to Evaluation or Derogatory Information. Whenever a unit member receives information of a derogatory nature including negative evaluations, he/she shall have the right to write a rebuttal at any time, to be placed in the employee's personnel file.

Derogatory information or negative evaluation will be held for ten (10) workdays prior to placement in the employee's personnel file. A rebuttal shall be attached to the derogatory information or negative evaluation if one is submitted by the employee.

Section 4 - Evaluation and Grievance. A unit member shall have the right to grieve only an alleged violation of the evaluation procedure as set forth in this Article.

Section 5 - Personnel File Review. Unit members have the right to review their personnel file as permitted by law. This personnel file shall be maintained in the District's Human Resources Office. Unit members whose hours of employment are the same as the District office hours of operation shall be entitled to reasonable release time as determined by the District for the purpose of reviewing their personnel file.

Section 6 - Representation. An employee shall have the right to have a CSEA representative present at **evaluation** meetings, ~~with a District representative when the meeting will reasonably lead to a negative evaluation or disciplinary action.~~ At the time that the employee is notified that a negative ~~evaluation or disciplinary conference has been scheduled, he/she~~ **The unit member** shall advise the supervisor of ~~his/her~~ **their** intent to be represented by the CSEA representative.

Tentative Agreement reached on 12/5/2019

CSEA: 

AUSD: 

ARTICLE XVII - LEAVE PROVISIONS

Section 1 - General. The benefits which are expressly provided in this Article are the sole leave benefits which are part of this Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to the grievance procedure herein.

Section 2 - Definition of Immediate Family. For purposes of the leaves provided herein, an "immediate family" member shall be limited to:

- Spouse
- Mother
- Father
- Child
- Grandfather
- Grandmother
- Grandchild
- Mother-in-law
- Father-in-law
- Child of spouse
- Grandfather-in-law
- Grandmother-in-law
- Grandchild of spouse
- Son-in-law
- Daughter-in-law
- Brother
- Sister
- Any relative or legally recognized person living in the immediate household of the unit member
- Foster parent
- Foster son
- Foster daughter
- Stepparent
- Stepson
- Stepdaughter

Section 3 - Personal Illness and Injury Leave.

- (a) Full time unit members shall be entitled to one (1) day leave with full pay for each month of service during the year for purposes of personal illness or injury, or for routine medical and dental appointments which cannot reasonably be scheduled during non-working hours. Unit members who work less than full time shall be entitled to that portion of leave as the number of hours per week of scheduled duty related to the number of hours for a full time unit member in a comparable position. ~~A unit member may use in any calendar year up to six (6) days of accrued sick leave to attend to the illness of a child, parent, or spouse pursuant to Section 233 of the Labor Code.~~
- (b) Entitlement to Other Sick Leave
In addition to (a) above, unit members shall once a year be credited with a total of 100 working days paid sick leave. Such days of paid sick leave shall be compensated at not less than **fifty (50)** percent of the employee's regular salary. This paid sick leave shall be exclusive of any other paid leaves, holidays, vacation, or compensating time to which the employee may be entitled.
- (c) After a unit member has exhausted all his/her sick leave, vacation, and other available paid or unpaid leave and if the unit member is not medically able to assume the duties of the person's position the unit member will be placed on a 39-month reemployment list for their classification. The unit member may coordinate vacation or any other paid leave upon written request with the 100 working days leave in (b) above. All vacation or any other paid leave shall be applied prior to placement on the 39-month reemployment list. The unit member shall be eligible for reemployment for a period of 39 months. If the unit member can provide a physician's written certification to return to work, the unit member shall be employed in preference to new applicants.

(d) If a unit member does not utilize the full amount of leave as authorized in (a) above in any school year, the amount not utilized shall be accumulated from year to year.

(e) Upon written request by the District and for legitimate District reasons, a unit member shall be required to present a medical doctor's certificate verifying a request for personal illness or injury and/or a medical authorization to return to work following such leave.

The unit member shall not misuse the personal illness and injury leave or refuse to cooperate with a request for verification. Before a unit member returns to work, the District may require an authorization from a physician appointed by the District and/or the unit member's physician at the District's expense. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave.

Legitimate District reasons include where the pattern of employee conduct indicates abuse of personal illness and injury leave on a continuing basis; where specific information indicating a unit member is misusing personal illness and injury leave.

(f) A unit member must contact his/her immediate supervisor (or other District office, as directed) as soon as the need to be absent is known, but in any event not less than one hour prior to the time the employee is scheduled to report to work, unless such notification is impossible due to circumstances outside of the control of the employee, to permit the employer to secure substitute service. Failure to provide adequate notice may be grounds for disciplinary action.

(g) A unit member who is absent for one (1) day or less shall have deducted the actual amount of time lost from the appropriate leave.

(h) Each unit member shall be notified of the accumulated leave by no later than July 31 of each school year.

- (i) Those ten-month unit members who have worked during the summer **months** ~~in June, July and August~~ shall be given credit for extra hours of sick leave based on an average of hours worked per day in the **summer** months. ~~The portion of time worked in June is not included, as the credit for June is in the grant for the regular work year.~~ If fifty percent (50%) or more **of a summer month** of July and/or August is worked, credit is given for the entire month. **Summer months are defined as the time between the end of one academic year and the commencement of another.**

Section 4 - Personal Necessity Leave.

- (a) Requests for any personal necessity leave must be approved by the Superintendent or the Assistant Superintendent, Human Resources, and if granted the absence will be charged to the unit member's accumulative personal illness and injury leave. **Any accumulated days of leave of absences for illness or injury may be used by the employee for personal necessity as listed in 4(b) below. Upon written request by the District, and for legitimate District reasons, a unit member shall be required to present documentation verifying the reason for personal necessity leave.** ~~A maximum of seven (7) days in any school year may be used for personal necessity leave. Such leave may be taken in increments of days or hours at the discretion of the unit member.~~
- (b) For purposes of this provision, personal necessity days shall be limited to: (1) death of a member of the unit member's immediate family or aunt or uncle or brother-in-law or sister-in-law of the unit member; (2) an accident which is unforeseen involving the unit member's person or property, or the person or property of the unit member's immediate family; (3) an illness of a member of the unit member's immediate family which is serious in nature, which under the circumstances the unit member cannot reasonably be expected to disregard, and

which requires the attention of the unit member during his/her assigned hours of service; (4) appearance in court when the unit member is a litigant, except where the unit member is a litigant against the District; (5) appearance of preinduction physical examination; (6) absence due to natural phenomenon which prevents unit members from reaching work; (7) absence for the purpose of observing a religious holiday of the unit member's faith; (8) the promotion or graduation from intermediate school, high school or college of an immediate family member as defined in Section 2 of this Article; (9) other reasons as determined by the Superintendent or his/her designee. Under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or vacation, or for recreational activities.

- (c) Before the utilization of Personal Necessity Leave the unit member must obtain prior written approval from the appropriate management person, except for cases of (1), (2), (3), and (6) in Section 4(b). The unit member must submit the Personal Necessity Leave form for approval to the appropriate management person before the utilization of the Personal Necessity Leave. Should the circumstances outlined in (1), (2), (3), and (6) arise, the unit member shall verify in writing on the appropriate Personal Necessity Leave form immediately upon return to duty that the Personal Necessity Leave was used only for purposes as set forth in Section 4(b) above. A unit member will be subject to appropriate disciplinary action if the leave was used for purposes other than stipulated.

Section 5 – Personal Business Leave. Unit members shall be eligible to use up to three (3) days for personal business leave each school year, to be deducted from any available sick leave days accrued. Employees shall be required to give the District reasonable advance notice to use such personal business leave. If there is a conflict between unit members who are working on

the same or similar operations as to when personal business may be taken, a collaboration between the unit member and the supervisor may take place to resolve the conflict. If no resolution is reached, the unit member with the greater District seniority shall be given preference.

Unit members who have accumulated in excess of twenty-nine (29) or more sick leave days shall be eligible to use up to three (3) more days for personal business leave for a total of up to six (6) days for personal business leave each school year.

Such leave may be taken in increments of days or hours at the discretion of the unit member.

Section 6 - Bereavement.

- (a) A unit member shall be entitled to a maximum three (3) days leave of absence or five (5) days leave of absence if out of state travel or travel in excess of 300 miles one way is required, without loss of salary on account of death of any member of his/her immediate family.
- (b) A unit member may request approval from the Superintendent or his/her designee for bereavement to extend to relatives not designated as immediate family under Section 2 of this Article.

Section 7 - Leave for Pregnancy Disability.

- (a) Unit members are entitled to use sick leave as set forth in Sections 3(a) and (b) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above.

The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and

the unit member's physician; however, the District may require a verification of the extent of disability from the unit member's physician and/or through a physical examination of the unit member by a physician appointed by the District.

- (b) Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Section 3(a) and (b) has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the District may require a verification of the extent of disability from the unit member's physician and/or through a physical examination of the unit member by a physician appointed by the District at its expense.
- (c) The unit member on leave for pregnancy disability shall be entitled to return to a position in the District comparable to that held at the time the leave commenced.
- (d) Any leave under this section of the contract shall run concurrently with, and shall not be an addition to, any leave which may be available under the federal Family & Medical Leave Act of 1993.

Section 8 - Leave Without Pay for Childbearing Preparation and Child Rearing.

- (a) Leave without pay or other benefits may be granted to a unit member for preparation for childbearing or child rearing.
- (b) The unit member shall request such leave as soon as practicable, but under no circumstance less than thirty (30) work days prior to the date on which the leave is to begin unless an emergency is certified by the attending physician. Such request shall be in writing and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

- (c) The date on which the leave shall begin and the duration of such leave shall be at the discretion of the Superintendent when considering the scheduling and replacement problems of the District.
- (d) The duration of such leave shall be not more than twelve (12) consecutive months, and shall automatically terminate on June 30 in the school year in which such leave is granted. The unit member may apply in writing for an extension of such leave prior to June 30 in any given year.
- (e) The unit member is not entitled to the use of any accrued sick leave or other paid leave while on leave for this purpose, except upon written certification by the attending physician, when the illness or disability is related to pregnancy, miscarriage, childbirth, or recovery therefrom.
- (f) There shall be no diminution of employment status for this leave except that no unit member shall be entitled to compensation, increment or seniority increase, or the accrual of seniority for layoff.
- (g) If a unit member is on leave for childbearing or child rearing then in the event of a miscarriage or death of a child subsequent to the childbirth, the unit member may request an immediate assignment to a unit position. If there is not a vacancy for which the unit member is qualified, the District will assign the unit member to a position as soon as possible.
- (h) Any leave under this section of the contract shall run concurrently with and shall not be in addition to any leave which may be available under state or federal law for the same purposes as the leave under this section. Any right to have health benefit premiums paid by the District pursuant to federal law shall be limited to a maximum of twelve (12) weeks in any twelve (12) month period.

Section 9 - Parental Leave and Child Bonding.

(a) **Parental Leave** - A unit member shall be allowed two (2) days leave upon the occasion of the birth or adoption of his/her child without the loss of pay. All or part of the leave may be taken immediately before, during or immediately after the child's birth or adoption. Any leave under this section of the contract shall run concurrently with and shall not be in addition to any leave which may be available under state or federal law for the same purposes as the leave under this section. Any right to have health benefit premiums paid by the District pursuant to federal law shall be limited to a maximum of twelve (12) weeks in any twelve (12) month period.

(b) **Child Bonding – Once a bargaining unit member has legal custody of a child, he or she may use up to twelve (12) weeks of Personal Illness and Injury Leave to bond with the child. When possible, requests for child bonding leave shall be made 30 days in advance of the requested leave time and these leaves will be taken in a minimum duration of two weeks. An employee requesting bonding leave for the duration of less than two weeks will have these leave requests granted on two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee. If two bargaining unit members are parents of the child, only one is eligible for child bonding leave at a time and the twelve (12) weeks of bonding leave will be shared between the two parents.**

Section 10 - Industrial Accident Leave.

(a) Definition: "Industrial Accident," as used in this section, is defined as any accident or illness arising out of, or in the course of, the employment of the unit member which requires the unit member to be absent from work. Unit members will be entitled to Industrial Accident Leave for personal injury which has qualified for worker's compensation under the provisions of the

District Compensation Insurance Carrier.

- (b) Industrial Accident Leave with full pay shall be allowed for up to sixty (60) working days in any fiscal year for any given industrial accident. When such a leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of such unused amount of such leave due him/her for the same industrial accident.
- (c) The District, at District's expense, has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties.
- (d) For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the District Compensation Insurance Carrier which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary had there been no industrial accident or illness.
- (e) Whenever a unit member goes out on industrial leave, such leave shall run concurrently with both state and federal family and medical leave.
- (f) If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.
- (g) When entitlement for industrial accident leave has been exhausted, the unit member shall be entitled, in accordance with the law, to use any sick leave, vacation or other paid leave to which he is entitled, provided that payment for such paid leave when added to any temporary disability indemnity shall result in payment to the unit member of not more than his full salary

less appropriate (regularly authorized) deductions.

- (h) When all available paid leave has been exhausted and the unit member is not able to resume the duties of his position he may elect to resign or to request a leave of absence without pay or he shall be placed on a reemployment eligibility list for a period of thirty-nine (39) months.
- (i) Unit members on this leave shall not leave the State without permission of the District.

Section 11 - Judicial Leave.

- (a) Jury Leave. - Unit members shall be provided leave for regularly called jury duty. The unit member shall submit an official copy of notice to serve as a juror, no less than ten (10) days prior to the beginning date of the leave.

The unit member, while serving jury duty, shall receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service, excluding payment for meals, mileage and parking.

- (b) Court Appearance.

- (1) District Subpoena or Designation.

If the District subpoenas an employee, the District will provide paid leave for the duration of the appearance required by the District's subpoena. If the District designates an employee to appear to represent the District's interest, the District will provide paid leave for the duration of the appearance required by the District's designation. If a unit member is subpoenaed as a result of the unit member carrying out his/her duties as an employee of the District, the District may, in its discretion, approve paid leave for the duration of the appearance required by the subpoena.

- (2) Personal Property Damage Leave.

The District will provide one (1) day of paid leave per incident of damage to a unit

member's personal property for the purpose of complying with a subpoena to be a witness in a criminal action involving damage to the unit member's personal property which occurs on school property while the unit member is on duty. The procedures which apply to jury duty leave shall be followed.

(3) Other Court Appearances.

Unit members may use personal necessity leave as provided in Section 4 of this Article for a mandatory court appearance limited to appearance as a litigant or as a witness pursuant to lawful judicial or administrative subpoena, except where the unit member is a litigant or witness for a litigant against the District. The procedures which apply to jury duty leave shall be followed. In any case in which a witness fee is payable, and on which personal necessity leave is used, such fee shall be collected by the employee and remitted to the District.

- (c) Employees are required to return to the Human Resources Office verification of attendance and times actually served. These may be cumulatively submitted at the conclusion of judicial leave.
- (d) Any employee in the bargaining unit who is required to serve on jury duty for more than four (4) hours during a workday shall be relieved from work with pay for that workday.
- (e) Any employee in the bargaining unit who is required to report to jury duty by 8:00 a.m. shall not be required to report to his/her work location prior to reporting to jury duty.

Section 12 – Other Leaves Without Pay.

- (a) Upon recommendation of the Superintendent and approval of the Governing Board, leave without compensation, increment, or seniority credit may be granted for a period of up to eighteen months for purposes of care for a member of the immediate family who is ill, long-

term illness of the unit member, or other reasons authorized and approved by the Superintendent or his/her designee. Such leave may only be granted upon exhaustion of all available paid leaves of absence, including vacation and compensatory time.

- (b) The application for and granting of such leaves of absence shall be in writing. In addition, the unit member on such leave shall notify the Human Resources Office sixty (60) calendar days prior to the beginning of the unit member's scheduled work year as to an intent to return to employment in the District. Failure to so notify may be considered an abandonment of position.

Section 13 - Military Leave. Unit members shall be granted military leave as required by law.

Tentative Agreement reached on <u>11/1/19</u> CSEA: <i>Ben H. Savage</i> AUSD: <i>[Signature]</i>
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Appendix C – Fringe Benefits

The parties agree that the annual cap will be calculated based on the number of benefited eligible positions on August 1st, excluding part-time employees in benefit eligible positions not participating in our benefit plan, of each year. The method for calculating the cap is as follows:

Multiply the number of eligible positions taken on August 1st by the current cap. This is the Base Total.

Add 0.5% of the classified salary schedule on August 1st to the Base Total. This becomes the Adjusted Base Total.

Multiply the number of “Grandfathered Part Time Employees with Benefits” that have vacated the position during the previous fiscal year by \$11,850 and add this product to the Adjusted Base total. This becomes the Final Base Total.

Divide the Final Base Total by the number of eligible positions on August 1st. This amount is the New Cap.

At the Benefits Committee meeting in August, the committee will review the new rates for each plan and the historical data of percentages of employees in each plan. The committee, taking into consideration the estimated surplus, will establish the new payroll deductions for employees.

At the November Benefits Committee meeting, the committee will review the actual amount paid to the insurance provider for the previous plan year, that amount will be subtracted from the combined District and employee contributions toward benefits. If there is an overall savings, the savings will be added to next year’s employee contribution. If there is an overall deficit, the deficit amount will be subtracted from next year’s District contribution.

Worksheet

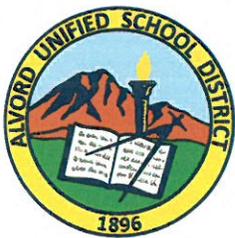
Step 1	Calculating the Base Total	
	Number of positions on August 1 X the current Cap =	<u>Base Total</u>
Step 2	Calculating the Adjusted Base Total	
	0.5% of Salary Schedule + <u>Base Total</u> =	<u>Adjusted Base Total</u>
Step 3	Calculating the Final Base Total	
	Number of Vacated “Grandfathered” Positions x \$11,850 + <u>Adjusted Base Total</u> =	<u>Final base Total</u>
Step 4	Calculating the New Benefits Cap	
	The Final Base Total / Number of Positions on August 1 =	<u>New Cap</u>

Tentative Agreement reached on

2/24/2020

CSEA: BAS.

AUSD: [Signature]



ALVORD UNIFIED SCHOOL DISTRICT

Human Resources
9 KPC Parkway
Corona, California 92879

AA 4/3/2020
BHS 4/3/2020

APPENDIX I - CLASSIFIED TRANSFER/INCREASE IN HOURS REQUEST FORM

According to the current Classified Collective Bargaining Agreement, **ARTICLE XIV, Section 76 — Transfer, Voluntary Transfer:**

- a) A voluntary transfer is a transfer at the employee’s request to another assignment in the same job classification.
- b) A voluntary demotion is a move from one classification to a **previously held** lower classification at the employee’s request, and will be treated as a transfer, as set forth in this Article.
- c) A transfer/increase in hours request ~~form~~ may be submitted **for any vacancy prior to the application deadline.** ~~at any time and will remain active for one (1) year from the date the District form is received in Human Resources.~~
- d) Requests for a specific assignment(s) must be received in the Human Resources no later than the application deadline specified in the District announcement for the job opening.
- e) The request for a transfer will not jeopardize the member’s current assignment.

According to the current Classified Collective Bargaining Agreement, **ARTICLE XI, Section 11 10 – Adjustment of Assigned Time:**

“Whenever there is a vacant position, permanent members whose workday is less than full time shall be offered increased hours in classification by seniority.”

A request for an increase in hours must be received **prior to the application deadline time/date** for the position in which the employee wishes to be considered.

Employees requesting a transfer or an increase in hours will complete the contact information section on the application (EdJoin) and indicate if they are requesting a) a lateral transfer or b) an increase in hours.

EdJoin can be accessed outside of an employee’s normal work hours via personal smartphone, tablet, computer, etc, or on District provided computer equipment. Each worksite has dedicated computer equipment for employee use to apply for a transfer or increase in hours on Edjoin.

Name: _____ Date: _____

Present Assignment: _____

Present Number of Assigned Hours: _____

I AM REQUESTING A TRANSFER/INCREASE IN HOURS TO:

Position: _____

Site: _____

Reason for request: _____

Employee’s Signature: _____

Home Phone: _____ Site Phone: _____

Received in the Human Resources Office By: _____

Date: _____

Tentative Agreement reached on 4/3/2020

CSEA: BHS

AUSD: [Signature]