

CONTRACT AGREEMENT

Between

LIBERTY UNION HIGH SCHOOL DISTRICT

And

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
LIBERTY UNION HIGH SCHOOL DISTRICT, CHAPTER 238

July 1, 2020 - June 30, 2023

Approved by LUHSD  
Governing Board of Trustees: **December 16, 2020**  
Approved by CSEA,  
Liberty Chapter 238, LUHSD Unit:

**LIBERTY UNION HIGH SCHOOL DISTRICT  
CSEA, LIBERTY CHAPTER 238**

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## **ARTICLE 1: AGREEMENT**

- 1.1 This Agreement is entered into by and between the Governing Board of Trustees of the Liberty Union High School District of Contra Costa County, California, hereinafter referred to as the Board, and the California School Employees Association and its Liberty Chapter 238 hereinafter referred to as the Association.

## ARTICLE 2: RECOGNITION

- 2.1 Acknowledgment: The Board hereby acknowledges the Association as the exclusive bargaining representative for all classified employees holding those positions listed in Appendix A, attached hereto, and incorporated by reference as a part of this Agreement. The units exclude management, confidential, and supervisory employees, and all classes, groups, or individual employees not included in this section.
- 2.2 The Association, in turn, recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board or its representative through the provision of the Rodda Act. The Association further agrees that it, its members and agents shall not attempt to negotiate privately or individually with any Board Member.
- 2.3 New classifications created or positions added to classes shall be subject to negotiations between the Board and the Association to determine if they are to be included in the bargaining unit. Disputed cases shall be submitted to the PERB and shall not be subject to the grievance procedures contained in this contract.

## ARTICLE 3: ORGANIZATIONAL SECURITY

### 3.1 Membership and Dues Deductions:

District shall distribute CSEA-supplied membership applications to new hires. District shall refer all employees' questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision

The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window periods. The District need not keep track of this period, which shall be tracked by CSEA within its membership database. CSEA shall notify the District in writing of any changes in payroll deductions within a reasonable period of time.

CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

### 3.2 Dues Deductions

The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA

The District's managers, supervisors and confidential employees' shall not interfere with employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisor and confidential employees shall not instruct employees on the process to leave CSEA but instead refer any questions to the CSEA Labor Relations Representative.

The District shall only process payroll revocations requests received in writing from CSEA. The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

There shall be no charge by the District to CSEA for regular membership dues deductions.

### 3.3 Membership Information

The District shall take all reasonable and lawful steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number and status as a union member.

The District shall take all reasonable and lawful steps to protect employees personal information in response to Public Records Act requests.

The District shall use its best efforts to filter out outsiders' emails to work email address that interfere with and/or disrupt employees work.

#### 3.4 Hold Harmless Provisions:

CSEA shall defend and indemnify District for any claims arising from its compliance with this article, for any claims made by the employee for deductions made in reliance on information provided by CSEA to the District to cancel or change membership dues authorization. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed. Notwithstanding CSEA's determination, the District does not waive any right to pursue reimbursement from CSEA for any harm caused the District by CSEA's determination.

## ARTICLE 4: CSEA RIGHTS

### 4.1 Right of Access

4.1.1 The Association shall have the right to reasonable use of buildings and facilities, without charge, and when not otherwise in use, subject to conditions governing the Civic Center Act usage. The immediate supervisor may grant the Association reasonable use of district equipment as long as the use of such equipment does not interfere with the normal instructional program or work production of the district, provided the Association pays for all costs, as set forth by the Board, for all materials and supplies incident to each use.

4.1.2 Authorized Association representatives shall, upon arriving at a school site or at the Administration offices, report initially to the office of the principal or superintendent or his/her designated representative to announce their presence and purpose. Such visits shall be scheduled only during the unit member's duty-free lunch or non-duty hours. Such visitation may be terminated by the principal or superintendent or his/her designated representative if the unit member's services are needed.

### 4.2 Bulletin Boards

4.2.1 The Association shall have a right to use, without charge, not more than one-fourth of the total area of at least one designated institutional bulletin board at each site where unit members work. The Association shall be entitled to use the designated employee bulletin boards for official communications directed to unit members. To qualify as an official communications, the material must be endorsed by showing the name of the Authorized Association representative. The Association shall be responsible for the content of all its information posted on district bulletin boards.

### 4.3 Daily Bulletin

4.3.1 Space shall be provided in the staff information portion of official school bulletins for brief announcements of meetings of the Association. Such announcements shall be limited to necessary factual data ..... time, date, and location.

### 4.4 School Mail and School Mailboxes

4.4.1 The Association may use the intra-district mail services, including Email, when materials emanate from the Association for communication to its unit members. Such use shall not interfere with the efficient operation of the District. The Association shall not distribute political materials in the employees' mailboxes or in the school district's internal mail system. The Association shall be responsible for the content of all information sent in the intra-district mail. A courtesy copy of non-confidential, generally distributed items, shall be given to the principal or superintendent or his/her designated representative at the approximate time of distribution.



- 4.4.2 District Email is to be used for District professional purposes only. Personal communication, not related to District business, is not to be conducted on Email. Private enterprises are not to be promoted on District Email.
- 4.4.3 An Association representative is authorized to place materials in unit members' school or worksite mailboxes. Any communication placed in said mailboxes shall give the name of the Association and an officer or representative of the Association unless emanating from the Association office.
- 4.4.4 It is the responsibility of the Association for the distribution of Association materials within each school and/or worksite either by placing the materials in individual mailboxes, the intra-district mail service, or by personal delivery.

4.5 Distribution of Contract

- 4.5.1 As soon as practical after settlement of this contract is reached, the district shall provide an electronic copy of this contract to all unit members and additional printed copies as needed. The Association will reimburse the District for one-half (1/2) the cost of such duplication and distribution, including all clerical time and materials unless these expenses are reimbursed through the state mandated cost program.

4.6 Annual CSEA Conference

The District shall provide unpaid release time up to a maximum of five (5) days each to three (3) CSEA members to attend the annual Association Conference.

4.7 Association Rights

Any unit member who feels any other employee is treating them unjustly or disrespectfully should report such a perception to their immediate supervisor and/or shop steward. The goal will be to seek a resolution through informal means. Failure to resolve such a dispute at the informal level shall result in the unit member meeting with the administrator of Human Resources for filing of a formal complaint consistent with Board Policy 1312.1

4.8 Association Leave

- 4.8.1 The Chapter President or designee shall be allowed reasonable release time for the purpose of, but not limited, to representing members in the grievance process and for participating in negotiations.
- 4.8.2 Night shift employees shall be allowed district paid release time to attend union meetings up to three (3) times per year, maximum two hours per meeting (which shall include the lunch period). Advanced notification and verification required.

## ARTICLE 5: HOURS OF EMPLOYMENT

### 5.1 Workweek

5.1.1 The normal workweek for a full-time employee in the unit shall consist of five (5) consecutive days, forty (40) hours per week. The workday shall be eight (8) hours per day as scheduled by the Board. The Board shall designate each bargaining unit assignment which shall contain a fixed, regular, and ascertainable number of hours which includes assignments of less than forty (40) hours per week and/or eight (8) hours per day.

Nothing in this section shall prevent the Board from establishing a workweek during the Sunday through Saturday period which the Board determines is in its best interest excluding those employees currently in the bargaining unit.

### 5.2 Meal Period

5.2.1 Each bargaining unit member is entitled, by law; to a thirty (30) minute unpaid, duty free meal period as assigned by the immediate supervisor based on department/site needs to cover the assignment. This period of unpaid time may be extended temporarily, on a case-by-case basis, not to exceed sixty (60) minutes, by approval of his/her immediate supervisor. Lunch periods will be scheduled as close to the mid-point of the shift as applicable.

5.2.2 Custodians who begin work at 2:00 p.m., or thereafter, are not required to remain on campus during their half-hour break provided that they clock in and out upon departure and return.

### 5.3 Rest Period

5.3.1 The Board shall provide one (1) paid fifteen (15) minute rest period for each bargaining unit employee within each four (4) hour consecutive period worked.

### 5.4 Extension of Workday and Workweek

5.4.1 The Board shall have the right to extend the workday and workweek when such is necessary to carry on the business of the district. Such extensions, including temporary extensions, shall be distributed in accordance with Section 5.6.2.

### 5.5 Overtime Services (defined)

5.5.1 Overtime is defined as authorized work time which requires a bargaining unit employee to work more than eight (8) hours per day or forty (40) hours per any workweek.

5.5.2 Overtime shall be distributed and assigned by seniority as equitably as possible and rotated by management among the qualified employees in the bargaining unit within each department, by classification beginning at the location where the overtime is necessary. For example, if an employee at the top of the overtime list elects to refuse the overtime assignment, it shall be offered to other employees in

descending order on the list until the assignment is made. Subsequent distribution of overtime assignment shall continue in descending order from the last employee accepting assignment until all employees on the list have been offered the overtime prior to assignments being offered again to the employee whose name appears at the top of the list. Unit members must accept or decline an overtime assignment within 24 hours of being contacted regarding the overtime. Nothing shall preclude management/supervisors from assigning other work during overtime within classification so long as the work is encompassed within the employee's job description. Management will maintain a list of employees who want to work overtime. Employees who otherwise would be placed on the list in their seniority rank order may choose to have their names withdrawn from the list at the start of each school year (July 1). Those employees indicating they are not interested in being on the overtime list at the start of the year may re-enter the list at any time by giving written notice to their immediate supervisor.

5.5.3 Overtime at stadiums/gymnasiums shall be offered by seniority between both classification (Gardener/Groundskeeper and Custodian/Minor Maintenance) on a rotating overtime list beginning at the location where the overtime is necessary. Outside work (i.e.: Stadiums) will be offered to Gardener/Groundskeeper first then Custodian/Minor Maintenance, inside work (i.e.: Gymnasium) will be offered to Custodian/Minor Maintenance first then Gardener/Groundskeeper. Overtime work duties may encompass some duties reflected in either job description.

## 5.6 Authorization of Overtime

5.6.1 All overtime work must be approved and assigned by the immediate supervisor in order for compensation to be granted, except in case of emergencies. All emergency overtime will be verified with the employee's immediate supervisor during the next regular work day.

## 5.7 Compensation for Overtime

5.7.1 Bargaining unit employees shall be compensated at the rate of one and one-half times their regular hourly rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. A bargaining unit employee may request, and his/her immediate supervisor may approve their request, to have compensatory time off in lieu of cash compensation for any overtime worked. Such compensatory time off shall be equivalent with the established rates at the time the overtime was earned. Designated District Office personnel and the immediate supervisor shall be responsible for keeping record of all compensatory time of an employee for the current fiscal year in which it was performed. If the employee does not utilize compensation time during the current fiscal year, the balance will be paid off in the first warrant of the new fiscal year. If the immediate supervisor refuses to approve use of compensatory time as requested by the employee, said employee shall be paid off by warrant within forty-five (45) workdays, except for unusual circumstances.

The District reserves the right to utilize non-bargaining unit employees to provide temporary service, as needed, during times of heavy workload when the timely completion of a project is essential and cannot be accomplished by offering overtime to current unit members in the job classification. The District will offer

the overtime to unit members in other job classifications who are able to perform the work before employing temporary, non-bargaining unit members.

5.7.2 Any classified member assigned by the District to attend meetings or activities may be given the option of taking comp time at the same rate as overtime for all time spent at any scheduled meeting over and above the normal working hours for said employee. Employee and District may mutually agree to adjust working hours for the purpose of having said employee attend the afore mentioned meetings/activities.

5.7.3 Unit members may not use Compensatory time after June 10 in order to allow the Central office to accurately calculate pay outs for the July pay warrant.

#### 5.8.1 Call Back

5.8.1 When an employee is required, without advanced notice, to return to work after having left his/her regular duty station following the completion of a regular workday or workweek, the employee, shall be paid for a minimum of two (2) hours overtime without regard to the length of time worked.

The receiving of another Call Back during that initial 2-hour time frame will NOT credit an additional 2-hour overtime. Any additional overtime earned beyond the original 2-hour time frame will be credited in half-hour increments if the person must remain on the premises until the job is completed. A second Call Back will result in an additional 2-hour overtime allowance if the original 2-hour time frame has been exhausted and the employee is called again.

#### 5.9 Minimum Call-In Time

5.9.1 Any bargaining unit employee called in to work on a day not scheduled to work shall receive not less than one (1) hour of pay at the appropriate rate, irrespective of the actual time less than that required to be worked.

#### 5.10 Standby Time

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

5.11 If a part-time employee is required to work at least thirty (30) minutes per day in excess of his/her usual hours for at least twenty (20) consecutive working days, his/her work day should be changed to reflect the additional time.

#### 5.12 Temporary Increase in Hours

5.12.1 A temporary increase in hours is defined as additional work for part-time employees as directed by the supervisor that is less than twenty consecutive working days. A temporary increase in hours receives the regular rate of pay.

5.12.2 A temporary increase in hours shall be first offered to the incumbent in the position. Should the incumbent decline the temporary increase or if there is no incumbent, the process for assigning the work shall be as indicated in 5.5.2.

### 5.13 Additional Hours

5.13.1 “Additional time” is defined as any additional hours above a regular shift not to exceed an eight (8) hour workday.

**5.13.2** When additional time becomes available to extend the “permanent” hours of a part-time position, it shall be offered first to the employee in the position whose acceptance would accommodate the additional time, and that of his/her regular assignment. If the employee should decline the additional hours or if there is no employee, the process for assigning the work shall be as indicated in 5.6.2.

In the event that more than one employee in the classification where regular assignment can accommodate the additional time, and the employee(s) has made application for the added time, the assignment will be determined by competencies including the most recent evaluation, and seniority.

### 5.14 Transfers in Work Shift

See Article 18.1 for transfer/change in work shift hours

## ARTICLE 6: WAGES

### 6.1 Regular Rate of Pay

6.1.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided for in Appendix B, which is established to and incorporated into this Agreement.

Effective July 1, 2020, the salary schedule increase shall be an additional two percent (2%).

6.1.1.1 The Longevity Pay Schedule listed on the Salary Schedule for Classified Employees, Appendix B, shall be adjusted: For 10 years of completed service with the District, \$190 per month of work year; For 15 years of completed service with the District, \$240 per month of work year; For 20 years of completed service with the District, \$340.00 per month of work year; For 25 years of completed service with the District, \$390.00 per month of work year. Longevity shall be prorated based on employee work year.

6.1.1.2 Bilingual Services: Unit members who have been designated by the district to provide professional services to the school community in a language other than English will receive a \$100.00 stipend per month for such service. The number of such unit members at each work site will be set each year at the district's discretion. The designation of selected members of the bargaining unit for such additional compensation should not discourage other employees who possess bilingual capabilities from assisting parents, students or staff members in routine communications. The bilingual services stipend is intended as compensation for bilingual services. Any work outside of the regular work hours shall be compensated pursuant to the other provisions of this contract.

6.1.1.3 Targeted Support/Parent Liaison: Unit members at each comprehensive site will be designated by the district to provide targeted support for students and families. The number of such unit members at each work site will be set each year at the district's discretion. The amount of the stipend shall be \$100.00 per month for those targeted support services outside of the workday.

Liaisons are expected to attend up to ten (10) meetings outside of the workday from July 1<sup>st</sup> through June 30<sup>th</sup>. The District or designee shall review every three years.

6.1.2 Bus Drivers: See Transportation Article 32

6.1.3 Anniversary Date  
Step increases shall be implemented on the next following July 1 for employees hired between July 1 and December 31, and on the next following January 1 for employees hired between January 1 and June 30.

### 6.14 Reclassification Process

A unit member is entitled to request that his/her position be reclassified. The request shall be submitted to the personnel department no later than October 15<sup>th</sup> of that year. All Reclassification requests shall be submitted on the form as listed in Appendix H-1 and H-2.

A copy of the completed request will be forwarded to the employees supervisor for completion of section 3.

A copy of the completed request shall be available for review in the Human Resource Office by each member of the reclassification review panel within five (5) working days of the panel date.

Nothing in this policy shall preclude the employers' right to initiate reclassification. All requests which meet the criteria below shall be reviewed by a four member panel which shall include two unit members appointed by CSEA and two management appointees.

The review panel shall meet no later than December (and January if necessary) to complete its task.

The recommendations of the panel shall be forwarded to the Superintendent for final action.

The employee requesting the reclassification shall bear the burden of proof in respect to presenting his/her facts and substantiating evidence to the review panel. The employee will be given the opportunity to present his/her request in person at a meeting of the full panel. Any panel member reserves the right to request the appearance of the employee's supervisor before the Panel's recommendation is submitted to the Superintendent.

The immediate supervisor shall review assignments of job duties in respect to the actual job description and may be asked by the panel to comment in writing or verbally in respect to the employee's request and analysis of job duties.

Workload increase will not be considered a basis for reclassification. ("Workload" means the volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are the same, there is no basis for reclassification.)

Seniority, or length of service, in the position shall not be a basis for reclassification.

### 6.1.5 Reclassification Criteria

Reclassification can occur for the reasons indicated below:

Significantly new job duties are permanently added to the job or job description by the supervisor.

Significantly new or increased responsibilities (other than increased workload) have been permanently added to the position by the supervisor.

The panel shall take into consideration the frequency and time period in which duties outside the job description occurred.

The panel shall also ensure that new or increased duties have not been simply assumed by the employee without the supervisor's approval. Assuming duties on one's own behalf does not constitute a basis for reclassification. The duties must be assigned by the supervisor for reclassification to be warranted.

### 6.1.6 Authority of the Review Panel

The panel shall have the authority to consider written statements or verbal testimony of witnesses as needed and shall recommend to the Superintendent the following when considering requests for reclassifications:

Range placement  
Changes in the job description  
Job title changes  
Creation of a new classification or range

### 6.1.7 Final Decision regarding Reclassification

The Superintendent shall be forwarded a copy of the panel's recommendation. The Superintendent or designee shall notify the employee in writing within fifteen (15) working days of the decision made.

#### 6.17.1 Reclassification Appeal:

- i) If the petition for reclassification is denied, the submitting party may ask in writing for a review within five (5) working days following the decision. A reclassification appeal may only be appealed once.



ii) **Reclassification Appeal Committee:**

The reclassification appeal committee will consist of two (2) members chosen from the CSEA negotiation team and two (2) members selected by the Associate Superintendent of Human Resources or designee. The committee shall conduct a reclassification review within twenty (20) work days and make a recommendation to the Superintendent based upon its review.

The review may include:

- a) Interview with the individuals, their supervisors, and persons serving in similar positions.
- b) Review of individual job description petition, and petitions prepared by individuals serving in a similar position.
- c) A job audit.

The findings and recommendation from the Reclassification Appeal Committee shall be forwarded to the Superintendent in writing. The Superintendent shall make a final determination. The Superintendent or designee shall notify in writing all involved parties within fifteen (15) work days of the receipt of the findings and recommendation of the Reclassification Appeal Committee.

All approved reclassifications shall take effect as of the following February 1 unless special circumstances mutually agreed upon arise.

There shall be no retroactive reclassifications or retroactive salary adjustments as a result of reclassification. Salary changes shall take effect on February 1.

6.2 Out of Classification Assignment

- 6.2.1 All employees may be required to perform duties inconsistent with those assigned to their position provided that their salary is adjusted upward five (5) percent not to exceed the salary schedule for the entire period they are required to work out of classification in such amounts as reasonably reflect the duties required to be performed outside their normal assigned duties. To qualify for out of class compensation these duties must have been performed for no less than one (1) hour.

6.3 Warrant Replacement

- 6.3.1 If an employee is issued an erroneous pay warrant, the employee shall notify the District and shall surrender the erroneous warrant. A replacement shall be issued within five (5) working days of the notification provided the County Office of Education, District Business Services Department can meet the timeframe. The District will notify the employee and issue the pay warrant as soon as possible.
- 6.3.2 If a pay warrant is lost, damaged or destroyed, the employee shall notify the

District, and a new pay warrant shall be issued after the completion of a lost warrant affidavit and a ten (10) day waiting period as required by the County Office of Education in accordance with Government Code 29853.

- 6.3.3 If errors occur with electronically deposited pay warrants, the District will pay any charges resulting from District error; the employee will pay any charges resulting from employee error. All changes to location of a pay warrant will be submitted to the Personnel Office in writing.

## ARTICLE 7: EMPLOYEE EXPENSES AND MATERIAL

### 7.1 Tools and Equipment

7.1.1 The Board shall furnish the tools and equipment required to perform the district-determined requirements of their job assignments. The District shall determine which tools and equipment are necessary. Employees shall not use personal tools or equipment to perform the requirements of their job assignments and the District will not be responsible for loss, wear, and tear, or damage to any personal items.

### 7.2 Required Uniform, Badge or Emblem

7.2.1 If the Board specifically requires bargaining unit members to wear any type of uniform, badge, or emblem, the cost of said items shall be borne by the District.

### 7.3 Physical Examination

7.3.1 The Board agrees to provide the full cost of any medical examination required by the District for continued employment excluding those costs covered by district-paid medical insurance plans.

7.4 T.B.Tests: The District agrees to reimburse bargaining unit members for the expense of the required T.B. test pursuant to the following:

7.4.1 Tests shall be administered to initial hires and to other employees on an annual basis at a time and place selected by the District and at District expense. Except in cases of emergency, or if the employee provides an excuse recognized by the District as sufficient, employees who fail to be tested at the established time and place must take the test at their own expense.

7.4.2 Reimbursement for chest x-rays shall be dependent upon submission of a verification of allergy to the skin test.

7.4.3 Amount of said reimbursement will be either the rate charged by Kaiser or the county facility for such services.

7.5 All time that the District requires employees to spend in training or attending classes necessary to maintain employment requirements shall be deemed time worked for wage purposes; provided, however, the training and class time spent by an employee in improving skills in which she/he had become deficient shall not be deemed time worked.

**ARTICLE 8: HEALTH AND WELFARE BENEFITS**

8.1 Medical Benefits - Insurance

8.1.1 There will be a cap on medical fringe payments that the District will contribute per month for full-time unit members.

The cap on medical fringe payments contributed by the District will be the following per month for each unit member:

Beginning with the January 2021 pay warrant, or no later than 45 days of ratification, whichever is later, the district contribution shall be:

8.1.1.1 Employee only one-thousand and twenty five dollars (\$1025).

8.1.1.2 Employee plus one (1) one thousand three hundred and eighty-five dollars (\$1385).

8.1.1.3 Employee plus two (2) or more one thousand seven hundred and fifteen dollars (\$1715).

The unit member may select from among the health plans available to employees. The Unit member may move between plans once a year during the open enrollment period.

8.1.1.1 For eligible unit members working not less than four (4) hours per day, the District will contribute a pro-rated amount for those plans identified in 8.1.1 equal to the fraction of hours worked by six (6) hour employees only if the part-time employee contributes, by payroll deduction, an amount equal to the balance.

8.1.1.2 Change in marital status and/or eligible dependents shall be reported to the District Office on the appropriate form(s) in a timely manner.

8.1.2 Those full-time unit members who can demonstrate the existence of major medical insurance coverage may, upon their written request, have the option of receiving a tax-sheltered annuity of \$200.00 per month, or the cash equivalent amount included in their monthly pay warrant, in lieu of district paid medical coverage. The District will contribute a pro-rated portion of the \$200.00 per month equal to the fraction of full-time hours (6.0 hours per day) worked. The existing life insurance would continue. This rule applies in all cases including where both spouses are employed by the District.

8.1.2.1 The prorating in health benefits for the Transportation Department is calculated on scheduled base hours bid-on in July.

8.1.3 Unit members, their spouses, and their dependent children who lose District health and dental insurance coverage as set forth in Article 8.1.1 and 8.1.1.1 for any of the reasons set forth in the Consolidated Omnibus Budget Reconciliation Act (COBRA) shall be entitled to purchase the same health insurance coverage as is available to other employees for the period prescribed and under the conditions set

forth in COBRA. The cost to individuals exercising this right shall be no more than 102% of the premium, and said individuals must exercise their right to continued coverage within the time prescribed in COBRA. The District shall be responsible for notifying all affected individuals of their rights under the health coverage provisions of COBRA.

8.1.4 Effective March 1, 1996, all unit members working not less than four (4) hours per day will have a vision care plan with the premium being fully paid by the district. The maximum premium paid by the district will be \$13.93 per month. The vision plan will include 1) an eye examination every 12 months, 2) lenses every 12 months, 3) frames every 24 months, and 4) \$25 co-payment for basic services.

## 8.2 Conditions

8.2.1 Whereas benefits eligible employee is married or provided entitlement as a result of Domestic Partner laws, to another District benefits eligible employee, both employees may elect to receive District funded dental and/or medical benefits unless dual coverage is prohibited by the benefits providers.

8.2.2 A unit member must be assigned to 50% or more of a full-time assignment in order to be eligible for benefits listed in 8.1.1 and 8.1.2 of this Article.

8.2.3 Effective with the 1995-96 contract with the Delta Dental Plan (10/1/95), dental coverage will be increased to a maximum of \$2,200 for services approved by the dental insurance company.

## 8.3 State Disability Insurance

8.3.1 The District will deduct State Disability Insurance payment expenses (member's cost) from each member's pay warrant, providing all members participate.

8.4 Retiree Benefits: Unit members who retire may continue coverage under Kaiser or an alternate program provided through the district's health care provider.

8.4.1 The District will pay \$400 per month toward medical insurance premiums for retirees during the period that they are from age 60 to age 65. Said payment shall be for a maximum of five years, and shall not extend beyond the 65<sup>th</sup> birthday. To qualify for this payment, retirees must have a minimum of ten (10) years of service with the Liberty Union High School. CSEA will annually provide retirement informational meetings for their members

## ARTICLE 9: HOLIDAYS

### 9.1 Scheduled Holidays

9.1.1 The Board agrees to provide all employees in the bargaining unit the following paid holidays in accordance with Education Code 45203:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Abraham Lincoln Day	Thanksgiving Day
George Washington Day	Day after Thanksgiving
Memorial Day	December 24 <sup>th</sup>
July 4 <sup>th</sup>	December 25 <sup>th</sup>

9.1.2 In addition to the scheduled holidays listed above, CSEA and LUHSD agree to two (2) additional "floating" holidays. These "floating" holidays replace the Monday or Friday of Spring Recess and Admission's Day previously listed. These are not personal floating holidays.

The dates will be established in the adopted school-year calendar.

### 9.2 Exceptions

9.2.1 If any of the above holidays fall on Saturday, or Sunday, the following Monday or previous Friday will be observed as a paid holiday, unless as otherwise adopted in the school calendar.

### 9.3 Additional Holidays

9.3.1 Should the President or Congress of the United States, Governor or Legislature of California, or the Board declare a public fast, thanksgiving or holiday, it shall be recognized in addition to those listed in Section 9.1.1.

### 9.4 Spring and Winter Recess Holidays

9.4.1 An employee who is not normally assigned to duty during the spring or winter recesses shall be paid for those holidays occurring during those recess periods if they were in paid status on the day preceding or next succeeding the recess.

### 9.5 Holiday Eligibility and Pay

9.5.1 If any classified employee would be entitled to the regular paid holiday but would not be in a paid status during any portion of the working day immediately preceding or succeeding the day so designated in lieu of such holiday and therefore would not be entitled to such day in lieu of the holiday, he shall be entitled to the regular holiday; however, if he is required to work on such holiday, he shall be paid compensation at the rate of time and one-half of his regular rate of pay in addition to the regular pay received for the holiday. (Education Code 45205)

## ARTICLE 10: VACATION BENEFITS

### 10.1 Eligibility

- 10.1.1 Vacation benefits apply to bargaining unit members who are members of the classified service of the District. They do not apply to substitutes, short-term or temporary employees.
- 10.1.2 All employees must complete six (6) calendar months of service before they are eligible for vacation days or terminal vacation pay. If the District requires non-permanent, probationary employees to take vacation before it is a vested right, the employee will use earned vacation.
- 10.1.3 The anniversary date for all members of the bargaining unit will be established at the time of employment.

### 10.2 General Vacation Allotments

- 10.2.1 Full-time bargaining unit members who work five (5) days per week, eight (8) hours a day, are entitled to vacation allotments stated in 10.3 for twelve-month (12) employees and nine (9), ten (10) and eleven (11) month employees for each month the employee works as stated in sections 10.4.1 to 10.4.3.
- 10.2.2 Bargaining unit members shall receive vacation credit at the rate of the factors shown in Appendix "E" for each hour the employee is in paid status for the month, not including overtime.
- 10.2.3 Regular part-time and hourly rate bargaining unit members' vacation benefits are prorated according to the ratio of their regular hours worked compared to eight (8) hours per day, not including overtime.
- 10.2.4 In accordance with Article 10.5, employees working a minimum of 6 hours per day shall be allowed to take a maximum of one of their earned vacation days per year in 1/2 day increments.
- 10.2.5 In exceptional, or emergency situations, a maximum of three (3.0) vacation days may be used for personnel necessity, after sick leave is exhausted. The maximum of number of personnel necessity days is not to exceed seven (7) days per Article 12.1.1. Requests must be in full-day increments

10.3 Vacation Benefits -- Unit Members Serving in Twelve-Month Assignments

10.3.1 Vacation credit, expressed in working days, is allowed based upon years of service according to the following schedule:

Vacation		
<u>Days</u>	<u>Years of Service</u>	<u>Per Month</u>
12	1 through 4	1
15	5 through 8	1 1/4
18	9 through 13	1 1/2
21	14 through 19	1 3/4
24	20 years or more	2

10.3.2 All unit members serving in twelve (12) month assignments who complete their fourth, eighth, thirteenth, or nineteenth year of service are eligible to earn vacation allotments stated in 10.3.1 at the beginning of their anniversary month.

10.3.3 All unit members serving in assignments may accumulate a maximum of twenty-five (25) vacation days.

An employee may request payment of any vacation days in excess of 15 (fifteen) days accrued for the current school year. Such requests must be submitted to Human Resources in writing no later than May 31<sup>st</sup> of the current school year. Payment will be made by the July warrant of the new school year.

10.3.4 All unit members serving twelve (12) month assignments must take vacation annually as scheduled by the District after giving consideration to the employee's preference. The maximum vacation use in a six month period is twenty-four (24) consecutive working days, excluding holidays during the vacation period.

10.3.5 Vacation applications are to be submitted on the required district form.

10.4 Vacation Benefits -- Unit Members Serving in Assignments Which Are Less Than Twelve Months.

10.4.1 Bargaining unit members serving in assignments which are less than twelve (12) months will receive the following prorated vacation days per year for service years, based on a twelve-month employee's vacation days.

10.4.1.1 Eleven - Month Employees

Vacation			Vacation Days
<u>Days</u>	<u>Years of Service</u>		<u>Per Month</u>
11	1 through 4		1
13 3/4	5 through 8		1 1/4
16 1/2	9 through 13		1 1/2
19 1/4	14 through 19		1 3/4
22	20 years or more		2



10.4.1.2 Ten - Month Employees

Vacation <u>Days</u>	<u>Years of Service</u>	Vacation Days <u>Per Month</u>
10	1 through 4	1
12 1/2	5 through 8	1 1/4
15	9 through 13	1 1/2
17 1/2	14 through 19	1 3/4
20	20 years or more	2

10.4.1.3 Nine - Month Employees

Vacation <u>Days</u>	<u>Years of Service</u>	Vacation Days <u>Per Month</u>
9	1 through 4	1
11 1/4	5 through 8	1 1/4
13 1/2	9 through 13	1 1/2
15 3/4	14 through 19	1 3/4
18	20 years or more	2

10.4.2 Unit members who complete their 4th, 8th, 13th, and 19th year of service are eligible to earn appropriate vacation allotments at the beginning of their anniversary month.

10.4.3 Upon termination or at the end of a contract year, an employee will be paid for any eligible fractional part of a day that he/she has earned.

10.4.4 Vacation days for employees working less than 12 months may be taken during fall, winter and spring intersessions, or upon employee request. These days can only be taken with advance approval of the management supervisor. Requests for vacation during the last 10 days of the employee's work year will only be considered for documentable personal or family need and must also be approved by the Assistant Superintendent. If the employee request is denied, the decision may be appealed to the Superintendent, or designee.

10.4.5 Bargaining unit members serving in assignments which are less than twelve months who are eligible for more vacation days than designated during the fall, winter and spring intersessions, shall be compensated for these days including fractional days, in their final warrant at the end of the school year.

10.4.6 Bargaining unit members serving in a position for which there are no regular designated duty days during the fall, winter and spring intersessions identified in the school calendar will receive the following benefits if eligible:

10.4.6.1 Bargaining unit members eligible for more vacation credit than designated during fall, winter and spring intersessions shall be compensated for this credit in their final warrant at the end of the school year.

10.4.7 Bargaining unit members who have no regular designated duty days during the fall, winter and spring intersessions are not eligible for leave benefits for their non-duty days.

## 10.5 Vacation Schedule

10.5.1 For all unit members, vacation requests are to be submitted to the immediate supervisor and entered into the substitute management system not sooner than 6 months or later than 3 months prior to the date of the proposed vacation. When requests are submitted by the deadline for the same period of times, approval will be determined by seniority. Requests submitted after the deadline will be considered based upon the time and date the request is received by the supervisor. (first come – first served) The supervisor will respond within 10 work days to confirm approval or denial of the vacation requests.

It is understood that while working a modified traditional calendar (MTC), an eleven (11) month employee takes either one whole two week break (October or March) or one week of each two week break as vacation. This is to be determined by seniority in each department.

Each department shall post departments' approved vacation schedule at the start of each quarter of the work year.

10.5.2 It is understood that while working a modified traditional calendar (MTC), an eleven (11) month employee shall be off one week during each of the October and March breaks in accordance with their work calendar. This is to be determined by seniority in each department.

Vacation scheduled during break—in addition to the work calendar, employees may use additional vacation days during the March and October break. Vacation must be approved in accordance with Article 10.5.1.

## 10.6 Interruption of Vacation

10.6.1 An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by the Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination. An employee shall be able to begin applicable bereavement leave if a covered death occurs while he/she is on vacation and he/she notifies the District at the time he/she commences said leave.

**ARTICLE 11: SICK LEAVE – SICK LEAVE BENEFITS – FAMILY LEAVE – PARTNERSHIP LEAVE**

**11.1 Granting of Annual Sick Leave Benefits and Accumulation of Sick Leave Benefits.**

- 11.1.1 All full-time employed members of the bargaining unit shall be entitled to paid illness or injury leave at the rate of one day per month for each month of service per school year. This is defined as current annual sick leave. A bargaining unit member in a paid status of less than full-time shall accumulate sick leave at the rate of .04615 times the hours worked.
- 11.1.2 The full amount of sick leave granted under this section shall be credited to each bargaining unit member at the beginning of his/her contractual year. However, a probationary employee shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of paid status service with the District.
- 11.1.3 All unused sick leave shall be accumulated from one contract year to the next contract year. This is defined as accumulated sick leave.
- 11.1.4 All bargaining unit members when absent due to sickness or injury shall receive full pay for said absence by using their current annual sick leave days and/or their accumulated sick leave days.
- 11.1.5 All bargaining unit members who use all their current annual sick leave days and subsequently fail to serve their assigned contract year, shall have deducted from their final pay warrant the amount paid for the unearned current annual sick leave days.
- 11.1.6 A sick leave absence shall commence when the bargaining unit member or his/her agent calls in to report the absence. A sick leave day, once commenced, may not be reinstated as a duty day without the approval of the principal/supervisor.
- 11.1.7 Employee will notify administrative supervisor before 3:00 p.m. of an absence from work the following day; employees working an evening shift will contact their administrative supervisor before 9:00 a.m. of an absence that is to occur the same day. The only exception will be for an extreme emergency that is beyond the control of the employee.

If an employee falls ill, or if an emergency arises after 3:00 p.m. or 9:00 a.m. respectively, the employee will notify his/her administrative supervisor as soon as possible, or no later than 7:00 a.m., or noon for the evening shift. Bus drivers and other Unit members whose shift begins at or before 7:00 a.m., will contact their supervisor at least 90 minutes before the scheduled start of their work day. Each subsequent day of absence, after the first day, shall be reported to the administrative supervisor by 3:00 p.m. (day) or 9:00 a.m. (evening) respectively, unless previously cleared with the administrative supervisor by direct conference, absence form or medical release.

**11.2 Other Sick Leave Benefits for Members of the Unit with less than 100 days of accumulated sick leave.**

- 11.2.1 A bargaining unit member will be entitled to 100 duty days of sick leave in the event he/she depletes his/her current annual sick leave granted for the current year and illness or injury compels further absence. The 100 days is computed starting with the first duty day after his/her current annual sick leave has been used. Accumulated sick leave days which are used, in which the member of the unit is compensated at full pay, are included as part of the 100 duty days.
- 11.2.2 The 100 days under this provision are credited within a single twelve month period and may not be accumulated from one school year to the next school year.
- When an employee is in use of the 100 Days under provisions of this Article, and duration of illness/injury extends into the next fiscal year, only those days remaining from the initial entitlement will be available for continuation of leave into the new fiscal year.
- 11.2.3 When all current annual and accumulated sick leave of less than 100 days has been depleted, a bargaining unit member will be compensated for the remainder of the 100 duty days accordingly:
- 11.2.3.1 He/she shall be paid the difference between his/her salary and the salary of his/her substitute or fifty (50%) percent of his/her salary, whichever is greater.
- 11.2.3.2 Section 11.2 of the Collective Bargaining Agreement shall only apply to long-term absences due to illness or injury which are at least two (2) calendar weeks or ten (10) consecutive work days or more in length.
- 11.3 Proof of Absence for Illness or Absence Due to Medical Consultation or Treatment.
- 11.3.1 For absences exceeding five (5) consecutive work days the principal/supervisor shall require (and for absences of three (3) consecutive days, as defined in Article 11.3.2, the supervisor may require) the bargaining unit member verification of illness or injury by one of the following:
- 11.3.1.1 The bargaining unit member may file a statement with the school/district from his/her doctor or physician certifying illness or injury.
- 11.3.1.2 The bargaining unit member may request a licensed medical practitioner to make a home call during his/her absence and certify to illness or injury.
- 11.3.2 If an employee has developed a pattern of absence, the supervisor may require verification of the illness/injury as indicated in 11.3.1.1 or 11.3.1.2.
- A pattern consists of three or more repetitions of absence.
1. days contiguous to weekends/holidays
  2. staff development days
  3. the same regular workday

#### 11.4 Family Leave

Pursuant to California and federal law, employees are entitled to 12 weeks of family leave for the following reasons: birth of the employee's child; placement of a child with the employee for adoption or foster care; care for the employees' child, spouse, domestic partner or parent with a serious health condition; the employee's own serious health condition that keeps the employee from performing his/her job function.

The employee's absence under this provision shall not be considered a break in service and seniority will not be affected. Under normal circumstances the employee will be returned to a like position with the District retaining flexibility for assignment. The employee will retain all rights during family leave. The District will notify the employee on family leave regarding any possible changes in his/her position. The CSEA representative and Superintendent, or designee, shall define return to work exceptions.

For further information regarding family leave refer to Article 17 of this Agreement and contact the Personnel Office. District policy shall be in compliance with California and Federal Family Leave Act.

#### 11.5 Family School Partnership Leave

Employees who are parents or guardians of students enrolled in grades kindergarten through twelve may request use of this leave to participate in activities or conferences at the school for which the student attends.

This leave is unpaid unless the employee elects to utilize any accrued compensatory time off or vacation.

Employees may request and receive leave of up to eight (8) hours during any calendar month, with a limit of forty (40) hours during any school year. Employees must provide a minimum of five (5) days notice to be granted this leave. However, less advance notice may be given and leave may be approved when extenuating circumstances exist. The District may request that the employee provide evidence of his/her participation in the student's activities.

#### 11.6 Sick Leave Incentive

An employee who does not use more than one day of sick leave and/or personal necessity in any fiscal year will receive one additional day of vacation during the following school year.

#### 11.7 Excessive Absences

An employee who has exhausted his/her annual sick leave/personal necessity may be required to provide verification of illness/injury or personal emergency to his/her supervisor. Failure of an employee to comply with provisions of this section will subject the employee to disciplinary action.

#### 11.8 Catastrophic Leave Program

The Liberty Union High School District and CSEA Liberty Chapter 238 agree to create a Catastrophic Leave Program to assist unit members when that employee or a member of employee's immediate family suffers from a catastrophic illness or injury. Catastrophic Program

eligibility is only applicable when the employee has exhausted all other available leaves, including but not limited to accrued sick leave. Catastrophic leave may not be used for an illness or disability that qualifies the unit member for industrial Accident Leave or Workers' compensation benefits.

#### 11.8.1 Definitions

- 11.8.1.1 Catastrophic illness or injury is an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the immediate family, which requires the unit member to take time (days) off from work for an extended period of time to care for that person. (Examples of incapacitating illnesses including but are not limited to serious and/or advanced cancers, heart disease, AIDS, and severe psychiatric illnesses.)
- 11.8.1.2 Immediate Family member is defined as the spouse, domestic partner, children, parents, spouse's parents, children's spouses, or any person living in the unit member's household as their dependent.
- 11.8.1.3 Days for Catastrophic Leave equate to the hours, per day, the unit member is expected to be on duty.

#### 11.8.2 Leave Enrollment and Donation

- 11.8.2.1 Unit members donating leave shall designate the name of the employee and donated leave shall be transferred to. Employees who are retiring may donate to the Catastrophic Program thirty (30) days prior to submission of retirement. Employees who are resigning from the district may donate to the Catastrophic Program 2-weeks prior to resignation.
- 11.8.2.2 An employee who has more than 5 days may contribute to a member.
- 11.8.2.3 Sick leave may only be donated by members to a unit member in increments of hour's equivalent to one (1) day of accrued leave per school year. For example a three hour employee may contribute a minimum of one day which will result in three hours being added to the bank. A unit member may receive a maximum of fifty (50) day in accordance with 11.8.3.4.
- 11.8.2.4 All hours/days donated to a member are irrevocable.

#### 11.8.3 Administration of the Bank

- 11.8.3.1 The Program will be administrated by a Joint Committee.
- 11.8.3.2 Unit member will provide a doctor's statement to Human Resources and it will include: nature of illness or injury, and a probable time of leave.
- 11.8.3.3 Members will receive granted leave time in increments of one (1) day, based on the Members base hours. For example, a four hour per day employee will receive sick leave in units of four hours.

11.8.3.4 Unit members will receive allotted catastrophic leave grant and benefits that adhere to the unit member's salary schedule and calendar.

11.8.3.5 The decisions of the Catastrophic Leave Committee may not be appealed or grieved. The committee decision is final.

11.8.4 Joint Committee

11.8.4.1 The Joint Committee will be comprised of four (4) members; two (2) appointed by CSEA Chapter 238, and two (2) appointed by the District. The committee will operate by strict rules of confidentiality.

11.8.4.2 The Joint Committee has the authority to monitor and ensure compliance with donations under this program.

## ARTICLE 12: USE OF ACCUMULATED SICK LEAVE FOR PERSONAL NECESSITIES

### 12.1 Rules of Use

12.1.1 The following rules provide that each contract year, a bargaining unit member may use at his/her election, with district approval, not more than seven (7) days of accumulated sick leave benefits in the following cases of personal necessity of which the unit member need not give a reason for up to three (3) of the seven (7) days for compelling personal importance but must give the advance notice.

12.1.1.1 Death of a member of his/her immediate family. “Members of the immediate family” shall be defined as the spouse, domestic partner, immediate family of domestic partner, parent, foster parent, foster child, step-parent, step-child, mother-in-law, father-in-law, son, son-in-law, daughter, daughter-in-law, grandparent, grandchild, step-grandchild, aunt, uncle, niece, nephew, sister, brother, brother-in-law, sister-in-law, or any relative living in the unit members immediate household.

12.1.1.2 Illness of a member of the employee's immediate family, as identified in Section 12.1.1.1 above, or accident, involving his/her person or property of a member of his/her immediate family, as identified in Section 12.1.1.1 above. Note: Sections 12.1.1.1 and 12.1.1.2 do not require prior approval for personal necessity leave.

12.1.1.3 Extreme personal necessity of such an emergency nature that the immediate presence of the employee is required during his/her workday. Therefore, an employee who has an extreme personal necessity which could not be reasonably planned or arranged in advance to prevent his/her absence from his/her contractual services may request consideration for the use of accumulated sick leave through his/her principal or supervisor. A maximum of seven (7) days per school year are allowed for personal necessity leave; the number of days allowed will be dependent upon each individual situation. The following are applicable for the use of accumulated sick leave for personal necessities:

12.1.1.3.1 Members of the immediate family entering the service, going overseas or returning from overseas.

12.1.1.3.2 Hazardous weather conditions causing unsafe travel.

12.1.1.3.3 Personal business requiring the member of the unit's immediate attention which is not transacted because of personal convenience and cannot be conducted during the member's non-duty hours.

12.1.1.3.4 Car accident or breakdown.

12.1.1.3.5 Transportation of family members when absolutely necessary and not covered under Section 12.1.1.2, for



medical or dental appointments.

12.1.1.3.6 To attend school conferences for children of the employee if necessary.

12.1.1.3.7 Paternity.

12.1.1.3.8 Members of the immediate family graduating from high school or college.

12.1.1.3.9 Marriage of employee or member of his/her immediate family.

12.1.1.3.10 Compelling personal importance leave when the bargaining unit member requests the leave to be granted with pay and the request is approved by the Superintendent or his designee.

12.1.1.3.11 Compelling Personal Importance Leave

12.1.1.3.11.1 Compelling Personal Importance is defined as business of urgent and compelling importance which cannot be taken care of outside normal working hours and which is not covered under other leave provisions of this Agreement.

12.1.1.3.11.2 A unit member must secure advance permission for all Compelling Personal Importance Leave as defined above, and shall normally notify the immediate supervisor two (2) days before taking this leave, unless an emergency exists which prohibits the unit member from providing such advance notice. No more than two (2) days may be used for Compelling Personal Importance Leave in any school year.

12.1.1.3.11.3 Unit members shall complete the District's absence affidavit which shall verify that the unit member's use of leave was for personal business of urgent and compelling importance as defined above, and that such leave has not been used for recreational purposes, extension of holidays or vacation work stoppages or for matters of purely personal convenience.

12.1.1.4 Death of any personal friend or relative not included in the definition of

immediate family.

- 12.1.1.5 Appearance in court as a litigant or as a witness under official order that is not related to his/her service as an employee of the District. Prior consultation with the employee's principal or supervisor shall be made for personal necessity leave consideration for Section 12.1.1.3, 12.1.1.4, and 12.1.1.5. It is understandable that all extreme personal necessities cannot be anticipated, but it is the intent to administer this policy as equitably as possible for all bargaining unit members in the District. Whenever a unit member is absent under Sections 12.1.1.1, 12.1.1.2, due to personal necessity, or plans to be absent under Sections 12.1.1.3, 12.1.1.4, and 12.1.1.5, and desires the absence be charged against accumulated sick leave, it will be the responsibility of the bargaining unit member to complete and file the necessary form with his/her principal or supervisor for his/her consideration. If the employees does not elect to use accumulated sick leave as provided above, or has no sick leave balance, then the regular salary deduction for personal leave will be used for days absent. This policy is not applicable for services rendered during the summer session, except for employees who are serving in a regular summer assignment.

## ARTICLE 13: INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

### 13.1 Rules and Regulations

- 13.1.1 Allowable leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when a member of the unit would otherwise have been performing work for the District in any one school year for the same accident.
- 13.1.2 Allowable leave shall not be accumulated from year to year.
- 13.1.3 Industrial accident or illness leave shall commence on the first day of absence.
- 13.1.4 When a bargaining unit member is absent from duty because of an industrial accident or illness, he/she shall be paid such portion of his/her salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnify under the Workers' Compensation, will result in a payment to him/her of not more than full salary.
- 13.1.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of the workers compensation indemnity award.
- 13.1.6 When an industrial accident or illness leave overlaps into the next school or contract year, the bargaining unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 13.1.7 Upon termination of the industrial accident or illness leave, the member of the bargaining unit shall be entitled to the regular sick leave benefits. For the purpose of the regular sick leave benefits, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave provided that he/she continues to receive workers compensation indemnity, he/she may elect to take as much accumulated sick leave which, when added to his/her workers' compensation indemnity, will result in a payment to him/her for not more than his/her full salary.
- 13.1.8 During any paid leave of absence a bargaining unit member may endorse to the District the workers' compensation indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the unit member appropriate salary warrants for payments of his/her salary and shall deduct normal retirement, other authorized contributions, and the worker's compensation indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
- 13.1.9 Any bargaining unit member receiving benefits as a result of these rules and regulations shall during periods of injury or illness, remain within the State of California, unless travel outside the State is authorized by the Board.

- 13.1.10 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months or as specified in Education Code 45192.

**ARTICLE 14: JURY DUTY OR WITNESS IN COURT OTHER THAN AS A LITIGANT**

14.1 Eligibility:

14.1.1 A member of the Bargaining unit is eligible for a leave of absence in order to appear as a non-party witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through his/her connivance or misconduct. A member of the bargaining unit regularly called for jury duty is eligible for a leave of absence in the manner provided for by law. Such leaves of absence shall be granted with pay up to the amount of the difference between his/her regular earnings and any amount he/she receives for jury or witness fees. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. The employee must provide proof of jury duty or required court appearance other than as a litigant to qualify for this consideration.

## ARTICLE 15: BEREAVEMENT LEAVE

### 15.1 Qualifications

- 15.1.1 All bargaining unit members are entitled to leave of absence, without salary deduction, not to exceed three (3) duty days, or five (5) duty days because the death of any members of his/her immediate family occurs 300 miles from personal residence. Employees must bring verification of the service if more than 300 miles from personal residence.
- 15.1.2 Unused bereavement leave may not be accumulated from year to year. Bereavement may be used by the unit member for the planning, and attending of services or memorials, whenever they may occur.

### 15.2 Members of Immediate Family

- 15.2.1 “Members of the immediate family” shall be defined as the spouse, domestic partner, Immediate family of domestic partner, parent, foster parent, foster child, step-parent, step-child, mother-in-law, father-in-law, son, son-in-law, daughter, daughter-in-law, grandparent, grandchild, step-grandchild, aunt, uncle, niece, nephew, sister, brother, brother-in-law, sister-in-law, or any relative living in the unit members immediate household.
- 15.2.2 The employee shall indicate the relationship to the deceased on the time sheet comment section.

## ARTICLE 16: MILITARY LEAVE

### 16.1 Military Leave

16.1.1 A current unit member will be granted paid leave status when called to active duty and deployed in a manner that renders him/her unavailable to fulfill his/her normal duties during a time of armed conflict involving the armed forces of The United States.

16.1.2 The District will be obligated only for the pay differential between the unit member's salary and the salary received for his/her military service. It will be the unit member's responsibility to provide the District with the documentation of the salary received for his/her military service. Within thirty (30) days of receiving documentation from the unit member, the District will pay the unit member the salary differential, if any, from the beginning of the unit member's paid service on active duty for a period of up to one (1) year.

### 16.2 Military Reserve

16.2.1 A unit member who is a reserve member of the armed forces working less than a twelve (12) month school year is requested to arrange for active duty for training during school vacation periods whenever possible.

16.2.2 A claim of extenuating circumstances necessitating active duty for training during other periods shall be presented to the Superintendent or his designee.

16.2.3 The District shall abide by the provisions of the applicable state and federal laws regarding military leave.

16.2.4 The Employer will make PERS contributions in accordance with differential pay actually received from the District while on military leave in order that the unit member will receive service credit.

## ARTICLE 17: PREGNANCY/CHILD BIRTH LEAVE

### 17.1 Conditions of Eligibility

- 17.1.1 A pregnant bargaining unit member in paid status with the District shall be eligible to take paid sick leave in accordance with Article 11 of this agreement. Members who have questions about the details of parental or pregnancy leave may contact human resources.
- 17.1.2 Unit members who are working are entitled to use personal illness and injury leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery where from on the same terms and conditions governing leaves of absence for other illness or medical disability. Once paid sick leave is exhausted, unit members may take pregnancy disability leave under the terms of Education Code Section 44977, which provides for payment of the employee's salary at 50% differential. Pregnancy disability leave under Education Code Section 44977 will run concurrently with the paid sick leave. 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 pregnancy disability leave, including the date on which the unit member returns to duty, shall be determined by the unit member and the unit member's physician; however, should the time away exceed 6 weeks (8 weeks for a C-section delivery) the District Superintendent or designee may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District at District Expense.
- 17.1.3 When sick leave and differential pay disability leave per Education Code 44977 has been exhausted, up to 100 days, unit members are entitled to apply for leave without pay or other benefits for disabilities due to pregnancy, miscarriage, childbirth or recovery there from. The date on which the unit member shall resume her duties shall be determined by the unit member on leave and the unit member's physician; however, the District Superintendent or designee may require verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District at District expense.
- 17.1.4 Childcare Leave for childbirth, Adoption and/or Foster Care placement of a child  
Under Family Leave (see Article 11.4) unit members may request leave to bond with his/her child within one year of the birth, adoption, or foster care placement. The unit member shall be entitled to up to twelve (12) weeks Parental Leave. Once a unit member exhausts all sick leave, the unit member shall be entitled to differential pay for the remaining portion of the twelve (12) weeks. Any leave beyond twelve (12) weeks shall be without pay or benefits.
- 17.1.4.1 A unit member shall not be provided more than one twelve (12) week period of parental leave during a 12-month period. A unit member may extend her/his leave beyond twelve (12) weeks without pay or benefits and the unit member may elect to continue medical and dental insurance coverage during the extended portion of the leave at her/his own expense. (An employee may elect to utilize any accrued vacation or comp time to receive wages during this time on leave (see 11.4)).



- 17.1.4.2 Childcare leave shall be granted when the following conditions have been met:
- a. The unit member shall notify his/her immediate supervisor in writing no later than forty-five (45) days prior to the tentative dates on which the leave shall begin and end. Lesser notice may be given under documentable mitigating circumstances.
  - b. The unit member shall establish a specific date for return to duty, which shall be subject to approval of the Superintendent or designee.
- 17.1.4.3 The unit member on leave for pregnancy disability shall be entitled to return to a position with the same job title and job description held at the time the leave commenced, but not, necessarily, at the same site.
- 17.1.4.4 A unit member returning from maternity/childcare leave shall be placed on the salary schedule at the same position held at the commencement of the leave.

## ARTICLE 18: TRANSFERS AND PROMOTIONS

### 18.1 Authority to Transfer

18.1.1 The District Superintendent shall have authority to transfer members of the bargaining unit. Such transfers shall be made in accordance with the employee's qualifications and the needs and best interest of the District. Transfer of employees from one position to another position not involving a change of salary may be made by the Superintendent at any time.

### 18.2 Definition

18.2.1 A transfer is defined as a change in site location or work shift, but within the same position classification.

18.2.1.1 A change in work shift under this article may be no more than 75 minutes and may only occur once in a given school year. A classified employee who is scheduled for a work shift transfer will be given at least 2 weeks' notice. Unless such transfer affects the whole classification at a given site, determination of which individual employee(s) is transferred will be consistent with Article 18.5.2.2.

18.2.1.2 An exception to 18.2.1.1 is permitted in the Maintenance and Operations department where two changes in work hours of up to 60 minutes can be made with the appropriate prior notice if the whole job classification is affected to reflect the change in seasons. This notice must come within one month of the actual day of the seasonal clock change for daylight savings time.

18.2.1.3 Maintenance and Operations department employees shall have the option to work day or their existing shift during non-instructional breaks.

18.2.2 A promotion is defined as a change from one classification to a higher classification or a change from a classification with fewer hours to a classification with greater hours.

### 18.3 Criteria for Transfer

18.3.1 The following criteria shall be used in consideration of transfer requests:

18.3.1.1 The needs and efficient operation of the District.

18.3.1.2 The contribution that the unit member can make in the new position.

18.3.1.3 The specific needs of each school and/or department as defined by the supervisor or administrator.

18.3.1.4 The qualifications of the employee, including personal qualifications, training experience and performance ratings.

18.3.1.5 The length of District service.

18.4 Posting of Vacancies

- 18.4.1 All vacancies shall be posted by the District for not less than five (5) working days at all school and department sites prior to being filled. All postings, except Transportation, shall include current hours of employment. If the vacancy is not filled, written notice will be provided to the union.
- 18.4.2 The CSEA Chapter President shall be notified prior to any interview for any bargaining unit position.

18.5 Types of Transfers

18.5.1 Employee Requested Transfer: A permanent member of the bargaining unit may request, in writing, a transfer from one position classification to another position classification or promotion as defined in 18.2.2. The written request shall be submitted to the District Office on the appropriate form within the five (5) day period. An employee must complete his/her initial probationary period prior to submitting application for Transfer.

18.5.1.1 For purposes of selection between two or more unit members requesting transfer to a vacant position, the District shall consider the training, experience, competencies, length of service in the school and in the District and past evaluations of each unit member.

18.5.1.2 When the District has considered two or more members requesting a transfer to a vacant position to be equal on the basis of training, experience, competence, and past evaluations, the unit member with the most District-wide seniority shall be selected for transfer to the vacant position.

18.5.1.3 If there is only one unit member who has filed for a lateral transfer to an open position in the same job classification at a different site, the lateral transfer request will be granted without the need to participate in a competitive job interview if that employee has:

- 1) had a satisfactory performance evaluation for the previous two (2) years.
- 2) received no formal disciplinary action during the previous two (2) years, and
- 3) has not been granted a lateral transfer within the previous two (2) years.

This does not prevent the supervisor of the open position from meeting with the unit member prior to finalizing the lateral transfer decision to ensure that the unit member understands the expectations and requirements of the position at the new work site.

If there is more than one (1) lateral transfer applicant who meets the three criteria identified above, the most senior person will be granted the transfer.

18.5.1.3.1 Any unit member who has been granted a lateral transfer via the non-competitive process described in 18.5.1.3

will be subject to six (6) month trial period. The employee will receive a written evaluation after the first three (3) months in the new work site, and may be returned to the previous work site at the supervisor's discretion from that point until the last day of the trial period.

18.5.2 Administrative Transfers: An administrative transfer may be made by the administration in the best interest of the employee and the District. An employee may request a written statement regarding the reasons for the administrative transfer.

18.5.2.1 Administrative transfer will be initiated and executed at the discretion of the Superintendent. Any member of the bargaining unit who is involved in a transfer that is administratively initiated shall be informed of this action by the Superintendent or his designee in a conference as early as possible.

18.5.2.2 For purposes of selecting which unit member shall be administratively transferred in order to meet the needs of the District, the District shall consider the training, experience, competencies, length of service in the school and in the District and past evaluations of each unit member considered. All things being equal, the person with the least district-wide seniority within the classification will be transferred.

18.5.3. Promotions

18.5.3.1 The District may interview permanent bargaining unit members as well as those who have completed three months of probation and who apply for the position and meet the minimum qualifications.

18.5.3.2 The District shall consider the training, experience, competencies, length of service and any past evaluations.

18.5.3.3 A unit member who has not completed probation and is promoted to a new position through the interview process forfeits bumping rights to their prior position and begins a new six month probationary period in their new position.

18.5.3.3 All permanent bargaining unit members who apply for a position in which they meet the minimum qualifications shall receive an interview.

18.5.3.4 If a bargaining unit member is not selected for a promotional position after his/her interview, Human Resources shall, at the request of the member, provide feedback regarding the reasons that the member was not selected.

## ARTICLE 19: GRIEVANCE PROCEDURE

### 19.1 Definitions

- 19.1.1 A "grievance" is a formal written allegation by a member of the bargaining unit who has been adversely affected by an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement.
- 19.1.2 A "grievant" is any unit member adversely affected by an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement, or is the Association if grieving Article 3, 4, 21, or 22 of this Agreement.
- 19.1.3 A "day" is any day in which the administrative office of the Liberty Union High School District is open for business.
- 19.1.4 The "immediate supervisor" is the lowest level administrator or supervisor who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.

### 19.2 Purpose

- 19.2.1 The purpose of this procedure is to secure, at the lowest possible administrative/supervisory level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of bargaining unit members. At any time during the grievance process, the grievance can be remedied by making the affected party(ies) whole. Both parties agree that these proceedings shall be kept informal and confidential as may be appropriate at any level of the procedure.
- 19.2.2 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.
- 19.2.3 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 19.2.4 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 19.2.5 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled. The grievant and the District may extend any time deadline by mutual agreement.
- 19.2.6 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay.
- 19.2.7 Either party to the grievance may be represented at any step of the grievance procedure by an individual of the party's choice.
- 19.2.8 Any unit member may at any time present grievances to the District and have such

grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.

19.2.9 The District and the Association may agree to consolidate grievances at Level III and beyond.

### 19.3 Procedure

Grievances will be processed in accordance with the following procedures:

#### 19.3.1 Level I - Informal Resolution

19.3.1.1 Any unit member who believes he/she has a grievance shall present the grievance orally to the immediate supervisor within fifteen (15) days after the grievant knew, or reasonably should know, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The administrator/supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor.

#### 19.3.2 Level II - Formal Written Grievance

19.3.2.1 If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the immediate supervisor within ten (10) days after the oral decision by the immediate supervisor. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated, misinterpreted, or misapplied; (c) A listing of the reasons why the problem is unacceptable; and (d) A listing of specific actions requested of the District which will remedy the grievance.

19.3.2.2 The immediate supervisor shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

19.3.2.3 Within the above time limits either party may request a personal conference.

19.3.3 Level III - Appeal to Superintendent

- 19.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the Superintendent. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.
- 19.3.3.2 The Superintendent shall communicate the decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.
- 19.3.3.3 Within the above time limits either party may request a personal conference.

19.3.4 Level IV - Binding Arbitration

- 19.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the Association for advisory arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the Association shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- 19.3.4.2 If either the District or the Association so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in 19.3.4.1.
- 19.3.4.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 19.3.4.4 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or

authority to make any decision that requires the District or the administration to do an act prohibited by law.

19.3.4.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award. The award of the arbitrator shall be a final and binding determination.

19.3.4.6 The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.



## **ARTICLE 20: SAFETY CONDITIONS OF EMPLOYMENT**

- 20.1 Unit members shall cooperate with management in maintaining good safety practices in all facilities.
- 20.2 Unit members will report in writing on the work order form, except in emergencies, to their immediate supervisor, any condition which poses a threat to the safety of any person associated with the District.
- 20.3 Within ten (10) days of the report by the unit member, the District shall provide the unit member with a copy of the work order indicating whether or not the work was approved or denied.
- 20.4 The District will investigate such reports and take appropriate actions to correct these conditions found to be unsafe or unhealthy. Standards established by State law shall prevail.
- 20.5 The District will offer training for all CSEA classifications as determined appropriate by the district. Requests for additional training will be discussed and considered in Issues and Concerns Meetings. Employees required to attend any mandatory training outside of the regular work day will receive reasonable advanced notice and be compensated.
- 20.6 The District will ensure that all employees receive a job site orientation packet when arriving at a new work location.
- 20.7 The District will provide applicable unit members any Personal Protective Equipment (PPE) as required for school employees by any Local or State Health Department order, regulation or law.

**ARTICLE 21: SEVERABILITY**

21.1 Savings Clause

21.1.1 If any articles, sections or provisions of this Agreement shall be found to be contrary to, or in conflict with, federal or state law, that article, section or provision only shall be rendered void with no affect because of the contradiction or conflict with federal or state law to any other article, section, or provision of this Agreement.

21.2 Replacement for Severed Provision

21.2.1 Such article, section or provision upon being rendered void shall revert to the authority of the Board during the remaining period of the contract.

**ARTICLE 22: CONTRACT CLAUSES**

22.1 Negotiations

22.1.1 The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time of negotiating or signing of this Agreement.

22.1.2 It is expressly understood that, during the life of this Agreement, there shall be no unilateral changes in wages, hours, or other terms and conditions of employment that are within the scope of bargaining. In such event unilateral changes occur, then 22.1.1 shall become null and void as it applies to the subject matter of the change.

22.2 Expiration of Contract

22.2.1 In the year in which this Agreement expires, the parties agree to meet and negotiate in good faith in accordance with PERB. The Association shall notify the District of its intent to submit a contract proposal for negotiation by May 2<sup>nd</sup> of the year prior to the school year in which negotiations is to occur. Following compliance with the Public Notice Provision of the Act, negotiations will begin. Any agreement reached pursuant to the PERB, by the parties, shall be reduced to writing and signed by them.

22.3 Released Time for Negotiations

22.3.1 The Board agrees to provide reasonable periods of released time for meeting and negotiating.

22.4 Reopener

22.4.1 The Association or the Board may give notice to the other party, prior to April 1 of each year of the contract, of its desire to reopen negotiations on: wages (Article 6), Health and Welfare (Article 8) and one other article of its choice.

## ARTICLE 23: MANAGEMENT RIGHTS AND RESPONSIBILITIES

### 23.1 Statutory Rights

23.1.1 The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California, and of the United States, including, but without limiting the generality of the foregoing, the right:

23.1.1.1 To the executive management organization and administrative control of the District and its properties and facilities, and the activities of its employees.

23.1.1.2 To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of service to be provided and the methods and means of providing those services including entering into contracts with private vendors for services.

23.1.1.3 To hire all employees, and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal, or demotion; and promote, assign, and transfer all such employees.

23.1.1.4 To establish educational policies, goals and objectives; to insure the rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of district operation.

23.1.1.5 To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

### 23.2 Exercising Rights

23.2.1 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.

### 23.3 Emergency Rights

23.3.1 The Board retains its rights to amend, modify or rescind policies and practices referred to in this Agreement in case of an emergency as defined in Government Code Section 54956.5. The exercise of the discretionary powers reserved to the District by this provision shall not be subject to review by an arbitrator nor subject to the grievance procedure.

## ARTICLE 24: CONCERTED ACTIVITIES

- 24.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the California School Employees Association and its designated bargaining unit members of Liberty Union High School's Chapter 238 or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. Any picketing activities may not interfere with the work of any employee or with the operations of the District, and employees shall not engage in picketing during their work time.
- 24.2 The California School Employees Association and its designated bargaining unit members of Liberty Union High School's Chapter 238 recognizes the duty and obligation of its representative to comply with the provisions of this Agreement and to make every effort toward inducing all its members to do so.
- 24.3 It is agreed and understood that any bargaining unit member violating this Article may be subject to discipline up to and including termination by the District.
- 24.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any bargaining unit member and/or Association.
- 24.5 It is agreed and understood that the District will not lock-out or otherwise prevent bargaining unit members from entering District property to perform their normal job functions for the duration of this Agreement. In the event the District violates this Section, the Association and/or its members shall be excused their obligations under Sections .1, .2, .3 and .4 of the Article.

## **ARTICLE 25: NON-DISCRIMINATION**

- 25.1 The Liberty Union High School District is committed to equal opportunity for all individuals in education. The District programs and activities shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information, current military or military veteran status, the perception of one or more of such characteristics, or association with a person or group with one or more of these actual or perceived characteristics. Alleged violations of the Section shall be the subject to the arbitration provisions of Article 19.

**ARTICLE 26: LAYOFF, REEMPLOYMENT AND CONTRACTING OUT BARGAINING UNIT WORK**

- 26 Seniority: Criteria for determining seniority will be based on date of hire.  
(This was previously stated in Article 3.8)
- 26.1 A layoff shall occur only for lack of work or lack of funds and shall be accomplished according to Education Code requirements.
- 26.2 The District will notify the Association twenty-five (25) days before a layoff occurs. Upon request, the District will meet and negotiate with the Association regarding any impact that a layoff pursuant to the Education Code may have upon mandatory subjects of meeting and negotiation. Specifically excluded from this requirement shall be the decision itself to layoff and any of the procedural or substantive requirements set forth in the Education and Government Codes.
- 26.3 In accordance with Educational Code, an employee subject to layoff shall be laid off in reverse order of seniority (employees possessing least seniority within the affected classification shall be laid off first). When there is more than one employee with the same date of hire, seniority of those employees shall be determined by the Personnel Department by order of offer and acceptance of employment. Reemployment shall be first offered to the employee possessing the greater seniority.
- 26.4 A unit member may elect layoff in lieu of a reduction of hours and shall be placed on the appropriate reemployment list.
- 26.5 In appropriate situations, a unit member may take a voluntary demotion or reduction in hours in lieu of layoff. Such reduction in hours shall be done according to Education Code requirements.
- 26.6 Reemployment rights shall be provided according to the Education Code.
- 26.7 A unit member may elect retirement in lieu of layoff. Such retirement shall be accomplished according to the Education Code.
- 26.8 The District shall maintain a classified Order of Employment indicating each bargaining unit member's length of service in the District. Upon request, the Association shall be given a copy of the Order of Employment.
- 26.9 Before executing a contract for services which have been routinely performed by members of the Bargaining Unit and which will result in a layoff, reduction of assigned hours, transfer or reassignment of unit members, the District shall provide the Association with at least twenty-five (25) days notice and an opportunity to negotiate the effects of the proposed contract for services on the mandatory subjects of bargaining. Upon request, the District agrees to discuss its action under this Article with CSEA, at the earliest convenient opportunity.

An employee who is placed in lay-off status as result of statutorily allowed contracting out duties formerly within the employee's assignment shall be granted one month of District funded Health and Welfare premiums for every year of employment provided by the affected employee when the employee has served a minimum of seven (7) years in District employment. It is incumbent of the employee to request said benefit, and the employee must attest that he/she doesn't have the

medical benefits provided by any other source, or has declined the provision of said benefits in exchange for other financial considerations. District funding shall not exceed three-thousand (\$3,000) dollars.

An employee who accepts the District-funded benefit listed above while receiving same or similar benefits from another source, or who willfully makes application for benefit receipt for fraudulent purposes will be subject to reimbursing the District for all costs, and may be subject to prosecution.

26.10 Any employee on the reemployment list shall, in order of seniority, be offered work as a substitute in any position for which they qualify whenever a substitute is required. The rate of pay shall be not less than the substitute pay rate.



## ARTICLE 27: DURATION

### 27.1 Length of Agreement

27.1.1 Upon ratification of the Parties, Liberty Union High School District (District) and California School Employees Association (CSEA), Chapter 238 (Association) this agreement shall become effective July 1, 2020 and shall continue in full force until the latter of June 30, 2023 or such time that the Parties have ratified a Successor Agreement.

The parties agree that in addition to wages and benefits, each will be allowed to bring forth one reopener for negotiation purposes during the 2021-2022 and 2022-2023 school years.

Notwithstanding the above and other provisions in this Agreement, the District or the Association may request at any time to meet and negotiate items that are within the scope of bargaining that become necessary as a result of changes in law.

**ARTICLE 28: SUBSTITUTE/WORKLOAD COMMITTEE/TEMPORARY**

28.1 Substitute Provision:

After a custodial/maintenance, cafeteria or clerical worker has been absent for three (3) consecutive work days during the school term, the District agrees to hire a substitute for that individual provided a qualified one is available and the finances of the District permit. This does not prevent the District from providing substitutes during the first three days of absence. If no substitute is provided, every attempt will be made to establish a workload for remaining employees which is not unreasonable.

28.2 Workload Committee

A committee comprising two district employees and two bargaining unit members shall be formed to review the workload and work distribution imposed on members of the bargaining unit. The committee shall recommend changes in hours and/or practices and said recommendations shall go to the Board.

28.3 Temporary Vacancy

Whenever a temporary vacancy occurs, the District shall apply the criteria set forth in Section 18.3 in filling the position.

## ARTICLE 29: DISCIPLINARY ACTION

29.1 Disciplinary Procedure: Discipline shall be imposed on permanent employees of the bargaining unit only for cause.

29.1.1 The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District files the notice of disciplinary action unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

29.1.2 The penalty proposed shall not be implemented until the employee has exhausted his/her rights under this Article.

29.1.3 An employee may be suspended from duties without loss of pay.

29.1.4 An employee may be suspended immediately if charged with the commission of a sex or narcotic offense as defined in Section 45304 of the Education Code. However, if the employee is found guilty or pleads guilty or nolo contendere to a sex or narcotics offense, he/she shall be obligated to repay the District for the salary paid to him/her during the period of his/her suspension.

29.1.5 District vehicles may not be used for personal reasons unless authorized by the immediate supervisor. Unauthorized use of a District vehicle will result in disciplinary action which may include dismissal.

29.2 Procedures of the District

29.2.1 Actions to Dismiss, Suspend or Demote: In any action to dismiss, suspend, or demote a permanent classified employee, the superintendent or his/her designee shall meet with the employee and present him/her with a Notice of Proposed Disciplinary Action which shall include the following:

29.2.1.1 The disciplinary action proposed.

29.2.1.2 A statement of the reason(s) for the proposed disciplinary action.

29.2.1.3 A copy of the specific charges and material on which the proposed action is based.

29.2.1.4 If it is claimed that an employee has violated a regulation of the Governing Board, a copy of such regulation.

29.2.1.5 A statement of the employee's right to a hearing on the charges and the time within which such hearing may be requested.

29.2.1.6 The signing and filing of the form which constitutes a denial of all charges and a demand for a hearing.

29.2.2 At said meeting the employee shall be given the right to respond to the charges,

reasons and proposed disciplinary action, and shall have the right to be represented. At the time the employee is advised of the meeting, he/she shall be advised of the nature of the meeting, and the meeting shall be scheduled at a time that enables the employee's representative to be present within 72 hours of the time the employee is notified of the meeting.

29.2.3 The employee may request a hearing on the charges contained in the Notice of Proposed Disciplinary Action by mailing or delivering the form supplied for that purpose on or before the seventh (7th) day after receipt thereof.

29.2.4 In the absence of a request for a hearing, the Governing Board shall act upon the Notice of Proposed Disciplinary action after the time for the request for a hearing has expired.

### 29.3 Other Disciplinary Actions

29.3.1 In disciplinary actions other than oral warnings and written reprimands, the District shall give notice of such discipline in writing to the employee before placing documentation in his/her personnel file. The employee shall have the right to appeal the disciplinary action to the superintendent within five (5) working days of its receipt. If the employee is dissatisfied with the superintendent's response, he/she may request a hearing pursuant to section 29.5 within five (5) days after receipt of the superintendent's response.

29.4 In handling disciplinary matters, it is intended that progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. The discipline shall be commensurate with the offense and the employee's past record. Progressive steps may be as follows:

29.4.1 Verbal reprimand.

29.4.2 Written warning, with a copy to the employee's personnel file. Such warning shall state the reasons underlying any intention the supervisor may have for recommending disciplinary action.

29.4.3 Suspension without loss of pay.

29.4.4 Suspension with loss of pay after Board action.

29.4.5 Dismissal.

29.5 Classified Employee Disciplinary Hearing Procedure: The procedure set forth below will govern the conduct of the hearing which will be granted at the request of a permanent classified employee who has received a Notice of Proposed Disciplinary Action as set forth in 29.2.1 or written notice of discipline as set forth in 29.3.1 above. Where this procedure is silent, or good cause is shown, the person(s) conducting the hearing may apply other rules of adjudication. The hearing shall be before the Governing Board or, at the Board's discretion, before a Hearing Officer.

29.5.1 Upon receipt of request for hearing, the District shall hold a hearing within thirty (30) days, which time may be extended by mutual agreement.

- 29.5.2 The hearing shall be a closed hearing unless the employee makes a written request for a public hearing at least three (3) days prior to the hearing date.
  - 29.5.3 The employee and the District may require the presence of such persons and the production of such documents not otherwise privileged, at the hearing, as are subject to the District's control, subject to the superintendent's orders in case of dispute. Employees called as witnesses during their regular work period will be provided release time without loss of pay.
  - 29.5.4 The employee and the District may be represented, may call witnesses, may introduce evidence, may testify, and may question adverse witnesses.
  - 29.5.5 Technical rules of evidence shall not apply. Relevant noncumulative evidence may be admitted if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs.
  - 29.5.6 The burden of proof will be on the charging party.
  - 29.5.7 The hearing will be recorded by the District
  - 29.5.8 The District shall bear the costs of the Hearing Officer and/or the Reporter.
  - 29.5.9 If the matter is heard by a Hearing Officer, the Hearing Officer shall issue a written decision with copies to the employee, the Association, and the District. The Governing Board shall consider the recommendation at a meeting held within thirty (30) days of the receipt of the decision, and shall issue the decision within ten (10) days thereafter.
  - 29.5.10 If the matter is heard by the Board, it shall issue a decision within ten (10) days of the close of the hearing, and notify the Employee, the Association and the District of the decision.
  - 29.5.11 The decision of the Board and its determination of the sufficiency of the cause shall be final and binding.
  - 29.5.12 A disciplinary appeal may be settled at any time. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted reasonable opportunity to have his/her CSEA Representative review the proposed settlement before approving the settlement in writing.
- 29.6 Notwithstanding the above procedure the District may release a probationary employee for failure to satisfactorily complete probation, except that an employee who has attained permanence in another classification shall, if he/she is to be released from probation for other than disciplinary reasons, be automatically returned to the previously held classification.

29.7 Drug and Alcohol Testing

- 29.7.1 Employment Rights: The employer shall not question a driver concerning the use of alcohol or controlled substances without first informing the driver of the right to have a union representative present throughout the questioning. If the driver then requests union representation, no such questioning shall occur in the absence of the union representative. This does not prevent the employer from requiring an employee to go to a collection site to take an appropriate test. The employer shall not use any information obtained in violation of this paragraph in any action against the driver.
- 29.7.2 Leaves: If a substance abuse professional determines that a rehabilitation program is needed under the provision of Administrative Regulation 4112.42/4312.42, employees may utilize paid sick leave or compensatory time for a maximum of ten days of a required thirty day treatment program. This leave is available only one time per employee for a first confirmed positive test.
- 29.7.3 Drug and Alcohol Testing: The employer reserves the right to impose any appropriate disciplinary action, up to and including termination, should an employee subject to the provisions of AR 4112.42/4312.42:
- a. Refuse to submit to a test or submit test results to the personnel office required by AR 4112.42/4312.42
  - b. Test positive during the initial probation period
  - c. Fail to complete a first time rehabilitation program recommended by the substance abuse professional; or if none is recommended a return to duty test; or
  - d. Test positive again for alcohol or again for controlled substances within sixty (60) months after return to duty following completion of rehabilitation
  - e. Test positive under post accident testing
  - f. Test positive on reasonable suspicion testing

First time offenders resulting from random testing shall be placed on three (3) day unpaid suspension.

Employees who test positive under the provisions of AR 4112.42/4312.42 will be relieved of duty under the conditions set forth in this Section. During such time, the employee will not receive his/her normal compensation until the employee meets the requirements of the provisions of AR 4112.42/4312.42 and returns to duty unless the employee opts to apply such leave or compensatory time for up to ten (10) days to cover the necessary period of absence. A confirmed positive test is defined as an alcohol concentration equal to or greater than 0.04 and/or a verified positive controlled substance result.

Permanent employees who voluntarily come forward and request assistance for a drug or alcohol related problem will not be disciplined per this section. They may utilize this option one time only.

Provisions of 29.1 do not apply to discipline for positive test results for drug or alcohol use under AR 4112.42/4312.42.

## ARTICLE 30: PERFORMANCE EVALUATION PROCESS

30.1 Purpose - The Classified Performance Evaluation Process primary focus is to maximize the personal development of all Liberty Union High School District employees whereby employees develop to their fullest potential and gain a clear understanding of their responsibilities/expectations as related to their job category. The Classified Performance Evaluation Process shall have the following tenets:

- To assist employees with their development as a successful member of the district's classified staff;
- To objectively assess the performance of employees, consistent with the employee's job description and evaluative criteria;
- To recognize and commend outstanding performance by classified employees;
- To notify employees of unsatisfactory performance;
- To provide a systematic approach for employees to correct performance deficiencies.

### 30.2 Procedures

#### 30.2.1 Probationary employees:

Every new, regular classified employee shall receive a written evaluation by the end of the first 50 days of employment. They shall receive a second written evaluation by the end of the first 100 days of employment. The probation period will consist of six complete months of employment in paid status. Upon completion of probation, the evaluation process and goals will be set to follow the regular evaluation cycle. If the probation period ends after December 1, the new evaluation cycle will begin in the next fiscal year. In specific cases, the probationary period may be extended up to an additional six months with a written explanation of the supervisor.

#### Permanent employees:

Permanent employees who have accepted a new position (in a new classification) will enter into a six month "trial period." By the end of the first three (3) months of the trial period, the employee will receive a written evaluation. Upon successful completion of the trial period, the evaluation process and goals will be set to follow the regular evaluation cycle. If the probation period ends after December 1, the new evaluation cycle will begin in the next fiscal year. If the permanent employee does not successfully complete the trial period, the employee will return to the previous position in which permanent status was earned.

30.2.2 On an annual basis, by the end of August, each classified employee will meet with the supervisor to discuss the evaluation process.

30.2.2.1 Employees who received unsatisfactory or needs improvement ratings on the previous year's final evaluation will be required to identify a minimum of one goal as the major goal for the year. The goal(s) will be selected from the evaluative criteria listed on the Evaluative Report and will address an area where a deficiency was reported. The goal(s) will be mutually agreed to by the employee and the evaluator.

Upon request from the employee, the District will make every effort to provide appropriate training or workshops in order to promote the employee's progress towards his/her goal without loss of compensation or expense to the employee.

30.2.2.2 Employees who received satisfactory ratings on the previous year's final evaluation will mutually identify areas of potential professional growth and any changes or unique activities for the year that might affect the employees work.

30.2.3 Permanent classified employees shall receive a written evaluation annually within an evaluation cycle from July 1st to June 30th. At the annual evaluation conference, Performance Standards performance will be reviewed and included in the evaluation.

30.2.4 Every regular classified employee, whether permanent or probationary, may be evaluated more frequently, prior to the final evaluation, when there is reasonable cause. For the purposes of this Article, reasonable cause is defined to mean both positive commendations and needs for improvement/unsatisfactory performance. A conference shall be held, and the employee shall be notified as to the purpose of the conference.

30.2.5 The classified employee shall receive the final copy of the evaluation(s) and be allowed to attach a written statement to the evaluation. The employee's signature on the evaluation report denotes the employee's receipt and awareness of the contents of the evaluation; it does not necessarily mean the employee agrees with the evaluation. Should an employee refuse to sign the evaluation report, the evaluator will note the fact on all copies of the report. The employee has ten (10) working days from the date the final evaluation is received by the employee to submit a written response.

30.2.6 The evaluator shall set an evaluation conference during the employee's normal work day with at least a two work-days advance notice. (Bus drivers' evaluations will be scheduled at the end of their normal routes and time compensated at their regular rate of pay.) A draft evaluation report will be used during the evaluation conference. By the conclusion of the conference, the final performance ratings and summary should be completed and discussed with the employee. The Final Evaluation Report should be signed in pen/ink and submitted to the Personnel Office prior to the deadline specified in these procedures. Upon completion of the Final Evaluation Report, the employee shall receive a copy. In the event the evaluation is not completed in a timely manner, by June 30<sup>th</sup>, the rating will be considered satisfactory.

30.2.7 Classified employees rated as needs improvement or unsatisfactory will be given written reasons for such evaluation ratings. Any performance area which would



receive a needs improvement or unsatisfactory rating should have been brought to the attention of the employee prior to the final evaluation conference. An employee's improvement plan will be mutually developed, by the evaluator and the employee, to assist any employee receiving a needs improvement or unsatisfactory rating in any category. The plan will be written and include specific activities/tasks which the employee needs to accomplish to improve the unsatisfactory rating. An overall performance rating of unsatisfactory shall be brought to the attention of the employee prior to the final evaluation.

### 30.3 Definitions

30.3.1 Exceeds standards - is actual performance beyond that required for the position. It should be used for the employee who is exceptional, definitely superior or extraordinary.

30.3.2 Meets standards - is the performance expected of a fully qualified employee. It means the person is thoroughly satisfactory and is meeting all standards required for the position.

30.3.3 Needs improvement - level of performance that is less than expected of a fully competent employee. It means improvement is necessary. This rating should be thoroughly discussed with the employee to set specific objectives and procedures for improvement.

30.3.4 Unsatisfactory - performance is definitely below the standards required for the position. It is inadequate or undesirable performance. Evaluation at this level, along with evaluation at the needs improvement level, must include specific recommendations for improvements and provisions for assisting the employee to achieve performance standards.

30.4 Complaints made by parents or guardians of students or members of the public shall not be utilized in an employee's evaluation unless the complaint has been processed through the district's review procedure and been substantiated. It is not mandatory that a substantiated complaint be utilized in the employee's evaluation.

### 30.5 Personnel Files

30.5.1 Contents and Inspection: Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved in the presence of a district representative.

Such material to be made available is not to include ratings, reports or records which were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members or were obtained in connection with a promotional examination.

30.5.2 Any item placed in the file shall be clearly identifiable as to its source or originator and its date of receipt.

30.5.3 Information of derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the employee

is given notice and an opportunity to review and comment thereon. Such review shall take place during normal business hours.

- 30.5.4 Information will not be released to any government agency unless requested or demanded in writing. A copy of all information released to any government agency will be forwarded to employee.

## ARTICLE 31: PROFESSIONAL GROWTH

- 31.1 Professional growth: an organized activity designed to improve performance of employees in the classified service and to provide training for employees to gain new skills and abilities, to broaden their opportunity for promotion, and to engage in study and related activities designed to retain and extend the high standards of classified employees.
- 31.2 Purpose: to encourage all classified employees to participate actively in study and related activities designed to improve service to the district as well as to promote professional and educational growth of the employee.
- 31.3 Classified Professional Growth Committee:
- 31.3.1 Composition: the committee shall consist of not more than four (4) members; two (2) members shall be from the classified service and two (2) from the management staff.
- 31.3.1.1 The classified representatives shall be elected from the general members of the bargaining unit.
- 31.3.1.2 The management representation shall be appointees of the superintendent.
- 31.3.2 Tenure of committee members: 2 year terms, staggered, members may be reappointed to additional terms.
- 31.3.3 Duties of Committee:
- 31.3.3.1 Evaluate employee growth activities that have been submitted for credit.
- 31.3.3.2 The committee must approve or deny each plan submitted for professional growth.
- 31.4 Qualifications of each employee's plan:
- 31.4.1 An employee who wishes to be compensated for professional growth must submit a written plan to the Professional Growth Committee prior to taking classes.
- 31.4.2 The plan must follow certain guidelines. The plan shall include at least nine (9) semester units or the equivalent in approved courses taken in college, community college, adult education, or other approved educational experiences such as attendance at workshops, institutes, seminars, or conferences sponsored by education or professional organizations. The course work must improve or update new skills within the current job description or expand skills beyond those in employee's job description. If course work, workshops, conferences are taken more than once, unit members must provide written documentation demonstrating content differences.
- 31.4.3 Credit will be granted only for courses taken after the approval of the professional growth plan.

- 31.4.4 An employee must be in permanent status before submitting a request for approval of a professional growth plan.
- 31.5 Credit values:
- 31.5.1 One (1) semester unit of college or university study has a value of one (1) unit.
- 31.5.2 One (1) semester unit of community college study has a value of one (1) unit.
- 31.5.3 Fifteen (15) hours of adult school study has a value of one (1) unit.
- 31.5.4 Fifteen (15) hours of workshops, institutes, seminars, or conferences has a value of one (1) unit.
- 31.5.5 Twenty-five (25) hours of project, research, or independent study (a written report must be submitted upon completion of study to the Professional Growth Committee) has a value of one (1) unit.
- 31.6 Procedures:
- 31.6.1 All applications for professional growth plans shall be submitted to the Human Resource Department.
- 31.6.2 A copy of the proposal shall be sent to each member of the Professional Growth Committee within ten (10) working days of receipt from the employee. Committee members will review the proposal and return their response to the Human Resource Department within ten (10) working days.
- 31.6.3 The committee shall determine the eligibility of the plan based on the criteria in this Article. In the event of an initial tie, the committee shall meet and attempt to resolve the tie. Final tie votes represent denial of employees professional growth plan.
- 31.6.4 The decision of the committee shall be final. The applicant shall be notified of the committee's decision within ten (10) working days after the afore mentioned meeting of the committee. (Appeal process under 31.6.6.)
- 31.6.5 The above procedure would apply to all standard proposals. Exceptions due to unusual timelines, etc. may require the committee to accelerate the review and approval/denial process. Any refinements or changes to forms or the process would require the approval of the committee.
- 31.6.6 The employee shall submit to the Human Resource Department all report cards, transcripts, or other acceptable certification of completed units for previously approved professional growth plan before June 30<sup>th</sup> of each year. The Human Resource Department shall verify the submission and upon verification issue the award increment. Award increments will be paid July 31<sup>st</sup> of each subsequent year.
- 31.6.7 If approval or compensation is denied by the Professional Growth Committee or Human Resource Department, the employee may appeal to the Superintendent, or designee.

31.7 Award completion:

- 31.7.1 Upon notification of completion of employee's plan (completion of at least nine (9) semester units) the employee shall be given an annual award increment of \$500 per year per nine (9) semester units. The maximum number of increments being five (5) for a total of forty-five (45) semester units. Any plan that has not been completed within two years must be resubmitted for approval.
- 31.7.2 Course work in progress at the end of one professional growth increment period may be carried over to the next period.
- 31.7.3 Any units earned in excess of the units required for the award may be applied toward subsequent awards if these extra units have been previously approved by the Professional Growth Committee.
- 31.7.4 A grade of C or better or "pass" is required in order to receive credit; for other activities where grades are not given, a certificate of successful participation is required.

31.8 Employees leaving district:

- 31.8.1 If a classified employee resigns or retires his/her employment with the District and is subsequently re-employed in a classified position, such employee shall not be entitled to credit or payment for previous professional growth increments.
- 31.8.2 If a classified employee is terminated due to a reduction in force (RIF), the employee is entitled to all previous professional growth awards if he/she is subsequently re-employed.

## ARTICLE 32: TRANSPORTATION

### 32.1 Bidding:

32.1.1 The assignment of bus schedules shall be made by using the Special Education driver and General education driver seniority lists based on classification for the purpose of bidding AM/PM routes.

32.1.2 AM/PM route bidding shall occur two times during the year, once in July (for the school year) and once for summer school. Bidding process will take place during the work day.

32.1.2.1 AM/PM routes are permanent for the remainder of the school term and are not subject to rebid; however, hours assigned to routes may be adjusted if necessary. A permanent AM/PM route may only be rebid if route is reduced by an hour or more. Every reasonable effort will be made not to reduce assigned hours.

32.1.3 If the bus driver knows that they will not be available to participate in the AM/PM bidding process they will provide a written proxy. If no proxy is given, then the supervisor will assign a route to the driver. The assigned route will be the highest number of hours available at that time appropriate for the driver.

32.1.4 Midday routes are subject to rebid based on seniority, for the reasons of time loss of 0.5 hours or more, or if a new route becomes available starting with the top driver on the seniority list with less than eight hours.

32.1.5 Every reasonable effort will be made to prevent a reduction in total hours below the level set at the time of the bidding process until the next bidding period. After the end of the third week of school, if the time loss is 0.25 hours or less, the driver may work on site to make up the time, or take appropriate leave.

### 32.2 Hours of Employment for Transportation:

32.2.1 Every reasonable effort shall be made to maximize the hours of current drivers while balancing student needs, before new positions are created. In the event of a vacancy, drivers, by seniority have the option to take the route before hiring a new driver.

32.2.1.1 A driver whose actual driving hours are reduced by student activities or shortened school days may be assigned non-driving duties within their normal working hours to make up time.

32.2.2 The Association and the Board agree that there are situations unique to the Transportation Department which would require a waiver of unpaid duty-free lunch and the fifteen (15) minute rest period provision of this Article. When such occasions occur, the employee shall receive thirty (30) minutes pay when lunch is not taken and fifteen (15) minutes pay when the rest period is not taken.

32.2.3 Drivers who are required to waive the break or lunch period must provide reasonable justification to the supervisor. If the supervisor approves the overtime,

the drivers in these cases are not required to remain on the premises longer than the regular work day in order to claim overtime earned in lieu of break or lunch.

32.2.4 All bus drivers whose pre-trip safety inspection includes an air brake system shall be paid an additional thirty (30) minutes for the inspection, and drivers whose pre-trip safety inspections includes buses with hydraulic brakes shall be paid an additional fifteen (15) minutes for the inspection. Any additional inspection time must be authorized by the immediate supervisor.

32.2.5 Bus Drivers spent driving in excess of, or less than, the employee's regular hours shall be compensated in quarter hour segments (straight time, or overtime, as applicable) as follows: above ten minutes in a quarter hour will be compensated at the full quarter hour; no additional compensation will be given for ten minutes or below in a quarter hour.

### 32.3 Employee Reimbursement

32.3.1 The District agrees to pay the entire cost of physical examinations required by the State for bus drivers to maintain their commercial driver's license, if the employees utilize a doctor designated by the District. If the employee elects to utilize her/his own physician, the employee shall pay for any costs of the physical examination above \$50.00.

32.3.2 Drivers shall be paid for eight (8) hours while on overnight field trips on days during which they are not driving. For days that they are driving while on overnight field trips, their paid time shall start when they depart from the District until they reach their destination or from the time they depart from the destination until they return to the District, but they shall be paid a minimum of eight hours for said days.

Bus drivers shall be reimbursed for the cost of meals when an additional run exceeds 4 hours in duration on site at a rate not to exceed \$17.00 for breakfast, \$17.00 for lunch and \$18.00 for dinner. Drivers must submit a receipt for actual expenses. Drivers shall be paid for eight (8) hours while on overnight field trips on days during which they are not driving. For days that they are driving while on overnight field trips, their paid time shall start when they depart from the District until they reach their destination, or from the time they depart from the destination until they return to the District. But they shall be paid a minimum of eight hours for said days.

### 32.4 Other Contract Sections with Transportation Related Language:

8.1.2.1 – Medical Benefits and Insurance

11.1.17 – Leaves

18.4.1 – Posting of Vacancies

29.7 – Drug and Alcohol Testing

## **BARGAINING UNIT EMPLOYEE LIST**

### SECRETARIAL, FISCAL AND CLERICAL

Accounting Technician  
Accounts Payable Technician  
Career Center Coordinator  
Clerk Typist  
Clerk Typist II  
Continuation School Secretary  
District Secretary  
District Secretary/Receptionist  
Duplication/Multimedia Clerk  
Financial Clerk  
Lead Secretary  
Library Clerk  
Payroll Account Clerk  
Principal's Secretary  
Receptionist/Health Clerk  
Registrar  
School Secretary  
Substitute Caller

### FOOD SERVICES

Cafeteria Assistant  
Cafeteria Coordinator  
Cook/Baker

### TECHNOLOGY

Data Processing Technician  
Lead Data Processing Technician  
Technical Support Specialist

### INSTRUCTIONAL ASSISTANTS

Behavior Intervention Assistant  
Campus Supervisor  
Campus Supervisor – CEC  
District Diversity Specialist  
Educational Interpreter  
Licensed Vocational Nurse  
On Campus Detention Supervisor  
Paraprofessional  
Paraprofessional /Bilingual  
Paraprofessional/ Lifeskills  
Paraprofessional/Special Education  
Paraprofessional/Specialized Needs  
Paraprofessional/ Study Hall  
Paraprofessional/Transition (Gateway)  
Speech Language Pathologist Asst  
Transition Specialist

### MAINTENANCE, CUSTODIAL AND GROUND

Custodian/Minor Maintenance I  
Driver/Supply Clerk  
Gardener/Groundskeeper  
General Maintenance  
Head Custodian/Maintenance  
Locksmith Preventative Maintenance  
Supply/Inventory Clerk

### TRANSPORTATION

Accounting Assistant  
Bus Aide  
Bus Driver/Trainer  
Driver  
Mechanic I  
Mechanic II  
Transportation Secretary  
Transportation Coordinator



Liberty Union High School District  
**SALARY SCHEDULE FOR CLASSIFIED EMPLOYEES**  
 Effective July 1, 2020

Salary Range	1 Monthly Hourly	2 Monthly Hourly	3 Monthly Hourly	4 Monthly Hourly	5 Monthly Hourly	6 Monthly Hourly
34	2481 14.31	2596 14.98	2726 15.73	2873 16.58	3012 17.38	3160 18.23
35	2539 14.65	2658 15.34	2791 16.10	2939 16.95	3097 17.87	3249 18.74
36	2596 14.98	2726 15.73	2873 16.58	3012 17.38	3160 18.23	3317 19.13
37	2658 15.34	2791 16.10	2939 16.95	3097 17.87	3249 18.74	3411 19.68
38	2726 15.73	2873 16.58	3012 17.38	3160 18.23	3317 19.13	3511 20.25
39	2791 16.10	2939 16.95	3097 17.87	3249 18.74	3411 19.68	3586 20.69
40	2873 16.58	3012 17.38	3160 18.23	3317 19.13	3511 20.25	3678 21.22
41	2939 16.95	3097 17.87	3249 18.74	3411 19.68	3586 20.69	3760 21.69
42	3012 17.38	3160 18.23	3317 19.13	3511 20.25	3678 21.22	3858 22.25
43	3097 17.87	3249 18.74	3411 19.68	3586 20.69	3760 21.69	3954 22.81
44	3160 18.23	3317 19.13	3511 20.25	3678 21.22	3858 22.25	4048 23.35
45	3249 18.74	3411 19.68	3586 20.69	3760 21.69	3954 22.81	4153 23.96
46	3317 19.13	3511 20.25	3678 21.22	3858 22.25	4048 23.35	4242 24.47
47	3411 19.68	3586 20.69	3760 21.69	3954 22.81	4153 23.96	4366 25.19
48	3511 20.25	3678 21.22	3858 22.25	4048 23.35	4242 24.47	4465 25.76
49	3586 20.69	3760 21.69	3954 22.81	4153 23.96	4366 25.19	4579 26.42
50	3678 21.22	3858 22.25	4048 23.35	4242 24.47	4465 25.76	4684 27.02
51	3760 21.69	3954 22.81	4153 23.96	4366 25.19	4579 26.42	4810 27.75
52	3858 22.25	4048 23.35	4242 24.47	4465 25.76	4684 27.02	4920 28.38
53	3954 22.81	4153 23.96	4366 25.19	4579 26.42	4810 27.75	5050 29.13
54	4048 23.35	4242 24.47	4465 25.76	4684 27.02	4920 28.38	5170 29.83
55	4153 23.96	4366 25.19	4579 26.42	4810 27.75	5050 29.13	5312 30.65
56	4242 24.47	4465 25.76	4684 27.02	4920 28.38	5170 29.83	5425 31.30
57	4366 25.19	4579 26.42	4810 27.75	5050 29.13	5312 30.65	5574 32.16
58	4465 25.76	4684 27.02	4920 28.38	5170 29.83	5425 31.30	5701 32.89
59	4579 26.42	4810 27.75	5050 29.13	5312 30.65	5574 32.16	5851 33.76
60	4684 27.02	4920 28.38	5170 29.83	5425 31.30	5701 32.89	5986 34.54

Longevity Pay Schedule:	For 10 years of completed service with the District - \$190.00 per month of work year
	For 15 years of completed service with the District - \$240.00 per month of work year
	For 20 years of completed service with the District - \$340.00 per month of work year
	For 25 years or more of completed service with the District - \$390.00 per month of work year

CUSTODIAL/GROUNDS/MAINTENANCE

Custodian/Minor Maintenance I	44
District Pool Maintenance	52
Driver/Supply Clerk	43
Gardener/Groundskeeper	44
General Maintenance	51
Head Custodian/Maintenance	50
Locksmith/Preventative Maint.	54
Supply/Inventory Clerk	43

TRANSPORTATION

Accounting Assistant	50
Bus Aide	34
Bus Driver/Trainer	50
Transportation Coordinator	49
Driver	47
Mechanic I	57
Mechanic II	59
Transportation Secretary	47

FOOD SERVICES

Cafeteria Assistant	34
Cafeteria Coordinator	43
Cook/Baker	38

SECRETARIAL/CLERICAL/FISCAL

Accounting Technician	54
Accounts Payable Technician	50
Career Center Coordinator	48
Clerk Typist	37
Clerk Typist II	40
Continuation School Secretary	48
Data Processing Technician	49
District Diversity Specialist	57
District Secretary	47
District Secretary/Receptionist	45
Duplication/Multimedia Clerk	43
Financial Clerk	46
Lead Data Processing Technician	59
Lead Secretary	45
Library Clerk	40
Payroll Account Clerk	54
Principal's Secretary	52
Receptionist/Health Clerk	43
Registrar	47
School Secretary	43
Substitute Caller	41
Technical Support Specialist	57

Date:

Approved by: LUHSD Governing Board of Trustee



LIBERTY UNION HIGH SCHOOL DISTRICT  
GRIEVANCE REPORT FORM  
LEVEL II

(To be used only after Informal Conference has been held and grievance is not resolved)

\_\_\_\_\_  
Date

PRINT OR TYPE

NAME:

\_\_\_\_\_  
Last

\_\_\_\_\_  
First

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Position

\_\_\_\_\_  
School/Department

\_\_\_\_\_  
Principal/Supervisor

- 1.0 Description of the specific grounds for the grievance; including names, dates and places necessary for a complete understanding of the grievance:
- 2.0 Provision(s) of the agreement alleged to have been violated:
- 3.0 Reason(s) the immediate supervisor's proposed resolution at Level I (Informal Conference) is unacceptable:

Proposed remedy to the grievance:

I discussed this with my principal/supervisor on

\_\_\_\_\_  
Date

Attach additional sheet, if necessary.

\_\_\_\_\_  
Signature of Grievant

LIBERTY UNION HIGH SCHOOL DISTRICT  
GRIEVANCE REPORT FORM  
LEVEL III

(To be used only after Level II Requirements have been satisfied and grievance remains unsolved.)

\_\_\_\_\_  
Date

PRINT OR TYPE

NAME:

\_\_\_\_\_  
Last

\_\_\_\_\_  
First

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Position

\_\_\_\_\_  
School/Department

\_\_\_\_\_  
Principal/Supervisor

1.0 The Level II response to my grievance by my principal/supervisor was received by me on \_\_\_\_\_, copy attached.

Date

The proposed resolution is unsatisfactory and the grievance is appealed for the following reason(s):

2.0 Proposed remedy to the grievance:

\_\_\_\_\_  
Signature of Grievant

**VACATION FACTORS**

<b>VACATION DAYS PER MONTH</b>	<b>X YEAR (12 MOS.)</b>	<b>VACATION DAYS PER YEAR</b>	<b>X 8 HRS</b>	<b>DIVIDED BY 2080 HRS/YEAR</b>	<b>FACTOR</b>
1	12	12	8	$\frac{96.00}{2080}$	.04615
1 1/4	12	15	8	$\frac{120.00}{2080}$	.05769
1 1/2	12	18	8	$\frac{144.44}{2080}$	.06923
1 3/4	12	21	8	$\frac{168.00}{2080}$	.08077
2	12	24	8	$\frac{192.00}{2080}$	.09231



# Classified Employee Performance Evaluation

Employee: [Click here to enter text.](#)

Status: Choose an item.

Classification: [Click here to enter text.](#)

Location: Choose an item.

Exceeds Expectations*	Meets Expectations	Needs Improvement**	Unsatisfactory**	Performance Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Knowledge &amp; Quality of Work:</b> <ul style="list-style-type: none"> <li>Knows and understands all functions of this job.</li> <li>Performs work neatly/accurately</li> <li>Manages time effectively</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Dependability:</b> <ul style="list-style-type: none"> <li>Attends regularly</li> <li>Follows district procedures when reporting absences</li> <li>Follows oral and written instructions</li> <li>Works effectively in absence of supervisor</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Work Characteristics:</b> <ul style="list-style-type: none"> <li>Shows initiative and is resourceful</li> <li>Adapts well to new situations</li> <li>Exhibits positive attitude</li> <li>Willingly accepts tasks that require a degree of responsibility</li> <li>Follows safe work procedures</li> <li>Complies with rules, regulations and policies</li> <li>Maintains physical fitness required for assignment</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Contribution to Site/Workplace Culture:</b> <ul style="list-style-type: none"> <li>Displays courtesy and tact</li> <li>Maintains cooperative relationships with staff &amp; supervisor</li> <li>Communicates and interacts easily &amp; effectively with students, staff &amp; public</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Personal Qualities:</b> <ul style="list-style-type: none"> <li>Dresses appropriately for the workplace within district guidelines</li> <li>Demonstrates integrity, honesty and loyalty to the District</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>For Employees Who Interact with Students Only:</b> <ul style="list-style-type: none"> <li>Works effectively with students individually &amp; in groups</li> <li>Uses positive reinforcement, motivates &amp; encourages students to achieve.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Overall Rating</b>

## Comments, Commendations, Special Recognition

\*Required for any item marked Exceeds Expectations

**\* FOR ALL ITEMS CHECKED "EXCEEDS EXPECTATIONS," A SPECIFIC COMMENT MUST BE NOTED IN THE COMMENTS/COMMENDATIONS SECTION OF THIS FORM.**

**\*\*FOR ALL ITEMS CHECKED "UNSATISFACTORY," A SPECIFIC PLAN FOR IMPROVEMENT SHALL BE INCLUDED IN SECTION C OF THIS EVALUATION FORM.**

**SECTION B – Additional Strengths and/or Recommendations**

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**\*\*SECTION C – Performance Improvement Plan (Required for any items marked “Needs Improvement” or “Unsatisfactory”).** Include: specific and detailed recommendations for improvement; support that will be offered; and, timeline for monitoring and follow-up.

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<b>Evaluator’s Name:</b>	<b>Title:</b>
<b>Evaluator’s Signature:</b>	<b>Date:</b>
<b>Employee:</b> I understand my signature does not necessarily indicate agreement with this evaluation. I have the right to submit written response to the Personnel Office within 10 working days of receipt of this evaluation.	
<b>Employee Signature:</b>	<b>Date:</b>

LIBERTY UNION HIGH SCHOOL DISTRICT  
Classified Staff -- Reclassification Request

California Education Code 45101 (f) states the following definition: "Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such a position."

SECTION 1 -- TO BE COMPLETED BY EMPLOYEE

Name \_\_\_\_\_ Date \_\_\_\_\_

Current Position \_\_\_\_\_ Supervisor \_\_\_\_\_

Request Reclassification To Position: \_\_\_\_\_ To Range: \_\_\_\_\_

List new duties that have increased that are inconsistent with the job description. Include date the duty started, the date the duty ended, and supervisor who directed the work (use additional page if necessary):

Duty	Date Started	Date Ended	Supervisor
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Employee's signature: \_\_\_\_\_

Employee is to attach a copy of the current job description, a copy of the proposed job description (if appropriate), and return this form to the Personnel Office by October 15.

SECTION 2 -- TO BE COMPLETED BY THE PERSONNEL OFFICE

Date Request Received \_\_\_\_\_ By \_\_\_\_\_

Personnel Office forwards this form to the employee's supervisor.



SECTION 3 -- TO BE COMPLETED BY THE EMPLOYEES SUPERVISOR

Do you agree with the information provided by the employee?

- 1. Yes No Comments \_\_\_\_\_
- 2. Yes No Comments \_\_\_\_\_
- 3. Yes No Comments \_\_\_\_\_
- 4. Yes No Comments \_\_\_\_\_
- 5. Yes No Comments \_\_\_\_\_

Supervisors Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Site Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Site Principal is to return this form to the Superintendent.

Superintendent forwards the request to the Review Panel. The Panel is to meet in December (and January if necessary).

SECTION 4 -- TO BE COMPLETED BY THE REVIEW PANEL

Review Panel Members: \_\_\_\_\_  
\_\_\_\_\_

Date of Review Panel Meeting: \_\_\_\_\_

Recommendation of the Panel: \_\_\_\_\_

\_\_\_\_\_  
Rationale: \_\_\_\_\_  
\_\_\_\_\_

The Panel is to forward the request to the Superintendent.

SECTION -- 5 TO BE COMPLETED BY THE SUPERINTENDENT

Date request received from the Review Panel: \_\_\_\_\_

Superintendents Decision: \_\_\_\_\_

Superintendents Comments: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent is to notify the employee within fifteen working days of receiving the Panel's recommendation.



CSEA Liberty Chapter 238  
**Liberty Union High School District**

Catastrophic Leave Program Donation Form

In accordance with Article 11.8 of the Agreement between the CSEA Liberty Chapter 238 and the Liberty Union High School District, I choose to participate in the Catastrophic Leave Program. I understand I must have the equivalent of five sick days accrued in order to participate in the Program. I hereby authorize the transfer of hours of sick leave from my accumulated sick leave to the Catastrophic Leave Program. I understand that my accumulated sick leave will be reduced permanently by the requested hours transferred into the Catastrophic Leave Program.

\_\_\_\_\_  
Unit member to receive donated catastrophic leave

\_\_\_\_\_  
Amount of hours donated

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

-----

FOR ACCOUNTING USE ONLY

Date Received: \_\_\_\_\_

Total Accumulated Sick Leave Hours \_\_\_\_\_ as of \_\_\_\_\_

Less Hours Contributed \_\_\_\_\_

Adjusted Accumulated Sick Leave Hours \_\_\_\_\_

\_\_\_\_\_  
Verified By

\_\_\_\_\_  
Date

PLEASE RETURN THIS FORM TO HUMAN RESOURCES