

MASTER AGREEMENT

BETWEEN

**BOARD OF EDUCATION OF THE
DOWNEY UNIFIED SCHOOL DISTRICT**

AND

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS DOWNEY CHAPTER #248**

October 1, 2019

through

September 30, 2022

TABLE OF CONTENTS

Article I – Agreement	2
Article II – Recognition	2
Article III – Definitions	3
Article IV – Organizational Rights	5
Article V – Management’s Rights	6
Article VI – Renegotiations: Procedures	7
Article VII – Duty Hours	7
Article VIII – Salaries	11
Article IX – Holidays	13
Article X – Release Time	14
Article XI – Leaves	15
Article XII – Transfer	25
Article XIII – Safety/Uniforms	26
Article XIV – Employee Rights and Evaluation	27
Article XV – Restriction on Contracting Out	29
Article XVI – Complaint Procedure Relating to Rules, Regulations, and Policies	29
Article XVII – Grievance Procedure	29
Article XVIII – New Employee Orientation (AB119)	30
Article XIX – Savings Clause	32
Article XX – Support of Agreement	33
Article XXI – No Strike/Lockout	33
Article XXII – Zipper Clause	33
Article XXIII – Term of Agreement	33
Appendix A	
Appendix B	
Appendix C	
Appendix D	
Appendix E	

ARTICLE I – AGREEMENT

This agreement is made and entered into between the Downey Unified School District, hereinafter referred to as the District, and the California School Employees Association and its Downey Chapter #248, hereinafter referred to as the Association or C.S.E.A.

ARTICLE II – RECOGNITION

The District hereby acknowledges that C.S.E.A. and its Downey Chapter #248 is the exclusive bargaining representative, as granted by the Downey Unified School District on March 7, 1977, for all classified employees in Unit I holding positions as classified below:

- | | |
|---|--|
| 1. Accounting Assistant | 30. Personnel Assistant |
| 2. Adult School Registrar Assistant | 31. Personnel/Credentials Technician |
| 3. ASB Accounting Technician | 32. Personnel/Payroll Assistant (Adult School) |
| 4. Assistant Buyer | 33. Physical Education Assistant |
| 5. Attendance/Records Clerk | 34. Pupil/Support Services Technician |
| 6. Budget Financial Analyst | 35. Purchasing Assistant |
| 7. Buyer | 36. Registered Behavior Technician |
| 8. Campus Security Assistant | 37. Registrar |
| 9. Child Care Assistant | 38. School Based Therapist |
| 10. Clerical Assistant | 39. School Health Technician |
| 11. Communication Center Assistant | 40. School Office Manager |
| 12. Food Service Assistant | 41. Secretary |
| 13. Food Service Assistant II | 42. Senior Accounting Assistant |
| 14. Food Service Helper | 43. Senior Accounting Technician |
| 15. Instructional Assistant | 44. Senior Clerical Assistant |
| 16. Instructional Assistant – Adult School | 45. Senior Instructional Assistant |
| 17. Instructional Asst. – Computer Applications | 46. Senior Instructional Assistant – B.C. |
| 18. Instructional Assistant - Dental | 47. Senior Instructional Assistant – Sign Language |
| 19. Instructional Assistant – Massage Therapy | 48. Senior Instructional Assistant – S/MH |
| 20. Instructional Assistant - Nursing | 49. Senior Personnel Technician |
| 21. Instructional Services Technician | 50. Senior School Office Manager |
| 22. Intermediate Accounting Assistant | 51. Senior Secretary |
| 23. Intermediate Clerical Assistant | 52. Sign Language Interpreter |
| 24. Intermediate School Office Manager | 53. Special Education Technician |
| 25. Labor Compliance Technician | 54. Speech/Language Pathology Assistant |
| 26. Lead Food Service Assistant | 55. Student Information Systems Operator |
| 27. Lead Sign Language Interpreter | 56. Student Testing Technician |
| 28. Library Media Technician | 57. TLC Resource Center Assistant |
| 29. Payroll Technician | 58. Translator/Interpreter |

The District and the Association agree to add any appropriate classified positions created, or whose title has changed since the last contract, to the list of bargaining unit classifications.

1 Excluded from the unit shall be the assistant to the Superintendent, and secretaries to
2 the Assistant Superintendents, which shall be confidential. The one position of Communication
3 Center Assistant shall remain confidential until vacated and shall then return to the unit.
4

5 All newly created classifications, except certificated, management, confidential (which
6 include Administrative Secretary; Senior Secretary, Director, Budget and Finance; and Senior
7 Secretary, Classified Human Resources), and supervisory employees, as defined in
8 Government Code Section 3540 shall be assigned to the appropriate bargaining unit. For all
9 other positions that are currently designated as "Confidential," once the current employee
10 leaves his/her position that position will revert to a Unit membership. Disputed cases by either
11 party shall be submitted to the Public Employment Relations Board for resolution.
12

13 A C.S.E.A. membership application and new member packet, as well as a copy of the
14 collective bargaining agreement, will be provided to all newly hired employees eligible for
15 membership.
16

17 ARTICLE III – DEFINITIONS 18

- 19 1. "Association" shall mean the California School Employees' Association, Chapter 248, or
20 its designee.
21
- 22 2. A "day" is a day when the District office is open for business.
23
- 24 3. "Distasteful duty" refers to any procedure that is invasive and/or involves bodily fluids,
25 medical procedures, or special sanitary cleaning of normally unexposed body parts
26 when such is not part of the employee's regular assignment.
27
- 28 4. "Emergency" shall mean any sudden or unforeseen situation which requires immediate
29 action, such as flood, earthquake, natural disasters, or unforeseen combination of
30 circumstances, which call for immediate action.
31
- 32 5. "Employee" shall mean a member of the bargaining unit.
33
- 34 6. "Evaluator" shall mean the chief administrative officer, or designee, of the school or
35 department to which an employee is assigned and by whom the employee is evaluated.
36
- 37 7. "Extra Hours" shall mean hours worked in a day over the required assignment up to
38 eight (8) hours.
39
- 40 8. "Grievance" shall mean a claim of any employee or C.S.E.A. concerning the
41 interpretation or application of the expressed written terms of this Agreement, which
42 interpretation or application adversely affects the employee or C.S.E.A., and which has
43 not been resolved satisfactorily in an informal manner between the employee and the
44 immediate supervisor.
45
- 46 9. "Immediate family" is the spouse, registered domestic partner, child, parent, stepparent,
47 grandparent, grandchild, brother, sister, aunt or uncle, niece or nephew of the employee
48 or of the spouse or registered domestic partner of the employee, and the stepchild, son-
49 in-law, daughter-in-law, brother-in-law, sister-in-law of the employee; or any person living
50 in the immediate household of the employee.

10. "Immediate supervisor" shall mean that member of the District's management team that has immediate jurisdiction over an employee and has been designated to adjust written grievances at the first level.
11. "Limited Term" refers to an employee who is serving in a provisional appointment, or as a substitute for a regular employee, or in a position established for a limited period of no more than six (6) continuous months.
12. "Management employee" means any employee in a position having significant responsibilities for formulating District policies or administering District programs. Management positions shall be designated by the District subject to review by the Public Employment Relations Board.
13. "New Employee" or "New Hire" means any employee, whether permanent, full time, OR part time, hired by the District. It includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit.
14. "New Employee Orientation" means the onboarding process of a newly hired employee, whether in person, online or through other means or mediums, in which employees are advised of their employment status rights, benefits, duties and responsibilities or any other employment-related matters.
15. A "permanent employee" is an employee who has successfully completed his/her initial probationary period in the District's classified service.
16. "Personnel Commission" shall mean the non-partisan public body responsible for the administration of the (merit system) classification, selection, retention, and promotion of classified employees in the Downey Unified School District.
17. A "probationary employee" is an employee serving the initial six (6) months in a permanent position following his/her appointment from an eligibility list.
18. "Probationary period" is the trial period of six (6) months or one hundred thirty (130) days of paid service, whichever is longer, immediately following an original or promotional appointment to a permanent position from an eligibility list.
19. "Promotion" is a change in the assignment of an employee from a position in one class to a vacant position in another class with a higher maximum salary rate.
20. "Reassignment" means a change in assignment within the employee's job classification at the same job site or a different site, under the direction of the same supervisor.
21. "Seniority" is to be computed from date of District hire minus any breaks in service. Time spent on unpaid illness leave (except CFRA), or unpaid industrial accident leave shall not be counted for length of service credit.
22. "Transfer" means a change of job site within the same position classification under the direction of a different supervisor.

ARTICLE IV - ORGANIZATIONAL RIGHTS

C.S.E.A. Downey Chapter #248 shall have the following rights in addition to the rights contained in any other portion of this Agreement:

- A. The right of access by authorized Association representatives shall be granted at reasonable times for purposes of grievance investigations providing there is prior notification to the employee's immediate supervisor. Association business will be conducted before and after working hours or during lunch periods and breaks.
- B. The right to use without charge institutional bulletin boards at work sites, mailboxes, email, and the use of the school mail system for purposes of communication, posting or transfer of information or notices concerning C.S.E.A. Downey Chapter #248.
- C. The right to use without charge institutional equipment, facilities, and buildings at reasonable times under provisions of a Civic Center permit.
- D. The right to be supplied with a complete seniority roster of all bargaining unit employees upon request when established by the Director, Classified Human Resources, and for the purpose of layoff.
- E. The right to receive one (1) copy of any budget or public financial material submitted at any time to the governing board and regular board agendas.
- F. The right for any employee in the bargaining unit to receive a copy of the District Personnel Commission's Classified Rules and Regulations upon request.
- G. Distribution of the Contract: Within forty-five (45) days after signing of contract, the District will make contract available on the District's website and will print 100 copies for those unit members who request them, at no cost to the Association. Copies will be provided to each school office manager and all new employees.
- H. Maintenance of Membership: Each employee covered by this Agreement who on the effective date of Agreement is a member of C.S.E.A., and each employee covered by this Agreement who becomes a member after that date, shall maintain his/her membership in C.S.E.A., Downey Chapter #248, during the term of this Agreement.
- I. Dues Deduction:
 - 1. The Association has the exclusive right to have employee organization membership dues deducted by the District from the wages or salary of employees in the bargaining unit in accordance with the provisions of this agreement.
 - A. The District shall cause payroll deductions to be made in accordance with the District's procedures and Association's dues schedule.
 - B. The District shall begin automatic payroll deduction after receipt of such written notice from the Association specifying the names of the unit employees and the amount of the dues for each such employee. Payroll deductions shall be processed in accordance with standard District operating procedures from the first day of the month following

forty-five (45) calendar days after receipt by the District of the written notice directing dues payroll deduction.

- C. The Association may specify a change in the amount of the dues provided an authorized Association officer submits a written notice to the District for such an adjustment. The processing of revised payroll deductions will be in accordance with the schedule referenced above.
- D. The District shall, without charge, transmit to the Association the sums deducted under this agreement.

- 2. The Association agrees to indemnify and financially hold harmless the District, its Governing Board, officers and administrators against any and all claims, demands, costs, lawsuits, including attorney fees incurred in defending said persons or District, or any other form of liability or expense, including but not limited to, all court or administrative agency costs, that may arise out of or by reason of action taken by the District for the purpose of complying with this agreement. The District shall promptly notify the Association of any civil, administrative, or other action taken against the District as a result of its compliance with this agreement.

ARTICLE V - MANAGEMENT'S RIGHTS

It is understood and agreed that the District retains all the customary rights, powers, functions, and authority to control and manage and to discharge its obligations as provided by law and the State and Federal Constitutions.

Any of the rights, powers, or authority which the District had prior to the execution of this Agreement are retained except as those rights, powers, and functions or authority which are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining.

District reserved duties and rights include, but may not be limited to: determine its organization; direct the work of the employees; determine the kinds of and levels of service and the methods and means of providing them; determine the number and kind of personnel required; maintain the efficiency of the District's operation; build or modify buildings and facilities; establish budget procedures and funding priorities for determining methods of revenue; determine the hours of operation; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine the curriculum; in addition, the District and its designee retains the right to hire, classify, assign, evaluate, terminate, and discipline its employees, except as limited by the Personnel Commission and/or this contract; plan and oversee all staff development, with the assistance of C.S.E.A., for this unit, which will be provided only when funding is available; and to amend or rescind provisions of this Agreement in case of emergency. Emergency shall mean any sudden or unforeseen situation which requires immediate action, such as flood, earthquake, natural disaster, or unforeseen combination of circumstances which call for immediate action. Any amendment or deviation of this Agreement shall be only for the duration of the emergency.

ARTICLE VI - RENEGOTIATIONS: PROCEDURES

- A. The Association shall submit to the Board of Education, Salary and Benefit Articles and one (1) for reopener negotiations for the 2020-21 and 2021-22 school years. Reopener proposals shall be submitted by the last Board of Education meeting in May. Negotiations shall commence within a reasonable time period after the parties' proposals have been sunshined to the public at a Board meeting.
- B. Regularly scheduled negotiation meetings shall be established on a reasonable and mutually agreed basis between the respective bargaining teams, normally at the beginning of bargaining for a successor agreement.

ARTICLE VII – DUTY HOURS

A notice will be sent at the beginning of each school year to all principals, special education department chairs, job stewards, and chapter president, stating that classified employees will not be used in lieu of certificated employees. A copy of the notice will be sent to C.S.E.A. District will provide training, including training in the administration of breathing treatments to appropriate staff as needed.

Calendar: The District and Association shall meet annually and work cooperatively with the Downey Educator's Association to develop the District and all classified work calendars for the following school year, or multiple school years. The parties shall meet no later than November 1st to negotiate future calendars.

Catering and Special Events: When not performed by a supervisor, catering and special events shall be served by employees in order of seniority from a voluntary sign-up sheet distributed the first of each month.

Working Hours: The working hours for all employees shall be scheduled by the immediate supervisor in conformance with the guidelines and needs established by the District. The District shall notify and confer with the employee ten (10) working days prior, or less if mutually agreed upon with the employee and supervisor, to affecting any permanent change in the starting and ending time of the work day. School based employees assigned fewer than twelve (12) months per year, will be assigned to work and will be paid appropriately when students are present and/or when teachers are in a paid status during the regular academic year, except for days excluded through negotiations.

Accumulated vacation (unless addressed in Article XI), if any, may be used by these employees on non-paid days in any of the months in which they are regularly assigned to work.

Assigned Work Time – Procedures for Increasing: The District reserves the right to increase the assigned time of employment for bargaining unit members when programmatic changes or increased funding occurs.

- A. The following Section applies to all Unit I classifications not specified in Section II below.

1 B.

- 2 A. Occupied Positions - When an increase in assigned time for a subject position
3 that is currently occupied by a regular employee is approved by a School
4 Administrator or Department supervisor, the additional assigned time shall be
5 offered to the employee currently in the position.
6

7 Refusal of Increase in Time
8

- 9 i. If the regular employee who is offered the increase in assigned time for
10 the subject position refuses the addition of assigned work hours, regular
11 employees in the same classification, who are willing and able to work the
12 increase in assigned time, shall be offered the position by seniority who
13 meet the following criteria:
14

- 15 1. The employee has completed a request for the increase for
16 assigned time on an official District form and submitted it to the
17 Classified Human Resources Office one (1) calendar day prior to
18 selection for the position. The request shall remain effective for
19 one (1) year from the date submitted.
20
21 2. The employee is currently assigned the same number of hours as
22 the subject position prior to the increase in assigned time.
23
24 3. The employee has received in the most recent performance
25 evaluation an overall rating of "Average" or "3" or higher.
26

- 27 ii. Upon selection of the employee, the current incumbent of the position
28 with the increase in assigned time shall be administratively reassigned to
29 the requesting employee's prior position and assigned work hours.
30

- 31 iii. If there are no other employees willing to accept the increase in assigned
32 time, the employee currently in the position shall be provided a second
33 opportunity to accept the increase in assigned time or be considered for
34 an alternative assignment.
35

- 36 B. Vacant Positions – When an increase in assigned time for a subject position that
37 is currently vacant is approved by a School Administrator or Department
38 supervisor, the additional assigned time shall be allocated to the employee in the
39 following.
40

- 41 i. The vacant position shall be offered to other regular employees by
42 seniority in the same classification who meet the following criteria:
43

- 44 1. The employee has completed a request for the increase for
45 assigned time on an official District form and submitted it to the
46 Classified Human Resources Office one (1) calendar day prior to
47 selection for the position. The request shall remain effective for
48 one (1) year from the date submitted.
49

- 50 2. The employee has received in the most recent performance
51 evaluation an overall rating of "Average" or "3" or higher.

1 B. The following section shall apply to the classifications of Senior Instructional
2 Assistant, Senior Instructional Assistant, Behaviorally Challenged and Senior
3 Instructional Assistant Severely/Multiply Handicapped:
4

5 A. Occupied Positions - When an increase in assigned time for a subject position
6 that is currently occupied by a regular employee is approved by a School
7 Administrator or Department supervisor, the additional assigned time shall be
8 offered to the employee currently in the position.
9

10 Refusal of Increase in Time
11

12 i. If the regular employee who is offered the increase in assigned time for
13 the subject position refuses the addition of assigned work hours, an
14 interview by the hiring authority shall be offered to other regular
15 employees in the same classification who have requested and are willing
16 and able to work the increase of assigned time of the position who meet
17 the following criteria:
18

19 1. The employee is currently located in the same work location as the
20 position.
21

22 a) The employee has completed a request for the increase of
23 assigned time on an official District form and submitted it to the
24 Classified Human Resources Office one (1) calendar day prior to
25 selection for the position. The request shall remain effective for
26 one (1) year from the date submitted.
27

28 b) The employee is currently assigned the same number of hours as
29 the subject position prior to the increase in time.
30

31 ii. If there are no other regular employees in the same classification who are
32 requesting an increase in assigned time from the same work location,
33 regular employees in the same classification from other sites, who are
34 willing and able to work the increase in assigned time, shall be offered an
35 interview for the position who meet the following criteria:
36

37 a) The employee has completed a request for the increase in
38 assigned time on an official District form and submitted it to the
39 Classified Human Resources Office one (1) calendar day prior to
40 selection for the position. The request shall remain effective for
41 one (1) year from the date submitted.
42

43 b) The employee is currently assigned the same number of hours as
44 the subject position prior to the increase in time.
45

46 iii. Upon selection of the employee, the current incumbent of the position
47 with the increased time shall be administratively reassigned to the
48 requesting employee's prior position and assigned work hours.
49
50
51

1 B. Vacant Positions – When an increase in assigned time for a subject position that
2 is currently vacant is approved by a School Administrator or Department
3 supervisor, the additional assigned time shall be allocated to the employee in the
4 following order.

5
6 i. An interview by the hiring authority shall be offered to other regular
7 employees in the same classification who have requested and are willing
8 and able to work the increase in assigned time of the position in the
9 following order:

10
11 a) The requesting employee is currently located in the same work
12 location as the position and the employee has completed a
13 request for the increase in assigned time on an official District
14 form and submitted it to the Classified Human Resources Office
15 one (1) calendar day prior to selection for the position. The
16 request shall remain effective for one (1) year from the date
17 submitted.

18
19 b) If there are no other regular employees in the same classification
20 who are requesting an increase in assigned time from the same
21 work location, regular employees in the same classification from
22 other sites, who are willing and able to work the increase in
23 assigned time, shall be offered an interview for the position
24 provided that the employee has completed a request for the
25 increase in assigned time on an official District form and submitted
26 it to the Classified Human Resources Office one (1) calendar day
27 prior to selection for the position. The request shall remain
28 effective for one (1) year from the date submitted.

29
30 Work Week: The work week for full-time employees shall be forty (40) hours, rendered in units
31 of eight (8) hours, exclusive of a District-designated meal period.

32
33 The work week shall consist of five (5) consecutive work days, normally Monday through Friday,
34 for all employees rendering service two (2) hours or more per day during the work week. This
35 does not preclude the extension of the work week or the work day. The District retains the right
36 to extend the regular work day or work week as it deems necessary to carry out the District's
37 business.

38
39 Meal Period: Each employee working six (6) or more consecutive hours shall be entitled to an
40 uninterrupted unpaid meal period of not less than one-half hour. Meal periods may be
41 scheduled for not longer than one hour at the discretion of the supervisor. When possible, the
42 meal period shall be scheduled by the supervisor to coincide with normal meal times, or at
43 approximately the midpoint of the employee's shift.

44
45 If in the judgment of the supervisor an emergency exists, the employee may be assigned work
46 activities during the regularly scheduled meal period. At the end of the emergency, the
47 employee shall resume his/her meal period for the remaining portion unused at the time the
48 emergency began.

1 Break Period: Each employee shall receive a fifteen-minute break for each four (4) continuous
2 hours of employment. This break shall be scheduled as close to the mid-shift as possible.
3

4 Overtime: Overtime is defined as any time authorized by the immediate supervisor worked,
5 whether suffered or permitted, in excess of eight (8) hours in any one work day or in excess of
6 forty (40) hours in any work week. For the purpose of computing the number of hours worked,
7 time during which an employee is excused from work because of holidays, sick leave, vacation,
8 compensating time off, or other paid leave of absence shall be considered as time worked by
9 the employee. (EC 45128)
10

11 Call Back Time: Any employee called in to work at a time when the employee is not scheduled
12 to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this
13 Agreement.
14

15 Right of Refusal: Any unit employee shall have the right to reject any offer or request for
16 overtime or call-back, on call, or call-in time, except in such emergencies that health and safety
17 are major concerns.
18

19 First Aid Training: Required first aid training and CPR training will take place during working
20 hours. Employees who choose to take the training for professional growth hours will be required
21 to take the training outside of working hours and at their own expense. If overtime is required,
22 employees will be paid at one and one-half (1-½) times their regular rate of pay.
23

24 Food Services - Temporary Additional Hours: When a regular food service assistant is on a
25 leave (either unpaid or paid) for one or more days, or when a food service assistant vacancy
26 exists and his/her work hours are offered to another employee, whenever possible, food service
27 staff at a site where a vacancy exists will be given the opportunity to pick up additional hours. In
28 long-term vacancies and when staff at the site are at their maximum benefit threshold, staff from
29 other food service sites will be used. Substitutes will only be used to fill lowest-hour positions
30 when permanent employees are absent, or a scheduling conflict exists with staff at the site.
31

32 Extra Duty: Extra duty will be first offered to the student's assigned paraprofessional providing
33 Additional Adult Assistance (AAA) support. If the AAA is not available, the site administrator will
34 offer a special education paraprofessional at the site extra duty based on the paraprofessional's
35 familiarity with and ability to support the student's needs.
36

37 Compensatory Time Off: In lieu of overtime or extra time pay, a unit member and his/her
38 administrator may mutually agree to authorize compensatory time off. Such compensatory time
39 off shall be granted within twelve (12) months following the month in which the overtime or extra
40 time was worked and without impairing the services rendered by unit members to the District.
41 Compensatory time off which is not taken within the above time limits shall be paid.
42

43 ARTICLE VIII - SALARIES 44

45 Salary and fringe benefits applicable to members of the bargaining unit are set forth in this
46 article and within the provisions of Appendix A of this agreement.
47

48 Working Out of Class: Employees who are required and directed by their immediate supervisor
49 to perform higher level duties inconsistent with their assigned duties shall be compensated at
50 not less than five percent (5%) above the employee's regular rate of pay.
51

Holiday Compensation: Employees assigned and directed by their immediate supervisor to provide service on a holiday authorized by the District shall be compensated at the rate of time and one-half in addition to the regular rate of pay.

Longevity: Beginning with the 10th year of service with the Downey Unified School District all employees shall receive an additional \$60 per month. Beginning with the 15th year, the amount shall be raised to \$115 per month. Beginning with the 20th year, the amount shall be raised to \$165 per month. Beginning with the 25th year, the amount shall be raised to \$215 per month. For purposes of this Section, longevity shall be calculated from the initial date of hire, excluding unpaid leaves of absence and breaks in service.

Anniversary Increment: An employee who has performed in a satisfactory manner as described in his/her most recent performance rating shall be entitled to any anniversary salary increments provided for in Appendix A.

Incorrect Salary Placement: Errors in current salary schedule placement shall be corrected only during the fiscal year in which they are discovered, and such corrections shall apply only to that fiscal year.

- A. Underpayments - shall be rectified within one pay period following discovery and notice of error.
- B. Overpayments – shall be repaid following notification of the employee. A monthly schedule of repayments shall be jointly determined by the employee and the District. Unless a hardship exists, an amount not less than the amount of overpayment collected each previous month prior to the discovery of the error shall be collected from the employee, but in no case shall the total repayment period exceed twelve (12) months.

Salary and Fringe Benefits:

- A. Salary - The unit's current salary schedule (2019-20) shall reflect a 1.75% salary increase effective July 1, 2019. The District agrees that direct deposit of payroll shall be made available to all bargaining unit members.
- B. Night Shift - The Night Shift Differential for all employees working the B Shift is \$.35 per hour. B Shift shall be defined as a shift in which the employee works a majority of his/her day after 3:00 p.m. If any other bargaining unit receives an increase in the shift differential, Unit 1 will receive the same increase.
- C. Fringe Benefits – The District and Unit agree to continue to work with the Employee Benefits Committee to contain health benefit costs. The District shall provide employees working twenty (20) hours or more per week [four (4) hours per day] with the following:
 - 1. Pro-rated benefits.
 - 2. Health and welfare insurance plans in accordance with Appendix B.
 - 3. Employees not wishing the medical coverage may elect to receive \$25,000 in life insurance coverage plus dental coverage as set forth in (2) above.
 - 4. All employees working less than four (4) hours shall receive \$5,000 as a death benefit.

1 5. Health and Welfare - The District shall continue to fund the health and welfare
2 benefits as described in this Article and shall not require the unit member to
3 exceed ten percent (10%) maximum contribution for all plans which include
4 medical, vision, and dental. The co-pays incurred by the member using the
5 prescription card do not apply to the current Blue Shield deductibles. The District
6 and Unit agree to continue to work cooperatively with the Employee Benefits
7 Committee to contain health benefit costs. The specific benefits of the health and
8 welfare plans shall be maintained unless changed by mutual agreement of the
9 District and the Unit. Current benefits summaries will be posted on the District
10 web page.

11
12 6. Pretax Earnings: Employee contributions for medical benefits are to be paid with
13 pre-tax earnings as per Section 125 (Flexible Benefits) of the IRS Code.

14
15 D. Service Animal Stipend – The Stipend shall be paid to all classified employees that are
16 required to have additional duties that entail taking care of a student and a service
17 animal. These duties shall include all of the usual duties of the position along with
18 assistance to support the service animal for a student. If it is one (1) paraprofessional,
19 then they shall be paid \$100.00 additional per month and if there are multiple assistants
20 then the paraprofessionals must work at least 25% of the time with the animal in order to
21 receive a \$50.00 monthly stipend.

22 ARTICLE IX - HOLIDAYS

23 Approved Days:

24 Independence Day	25 Christmas Day
26 Labor Day	26 New Year's Day
27 Admission Day*	27 Martin Luther King, Jr. Day
28 Veteran's Day	28 Lincoln's Day
29 Wednesday before Thanksgiving	29 Washington's Day
30 Thanksgiving Day	30 Memorial Day
31 Friday following Thanksgiving	

32
33 *Admission Day shall be scheduled in accordance with the annual school calendar

34
35 In addition to the paid holidays listed in this provision, the District agrees to provide all
36 employees with paid holidays as mandated by the Education Code, and additional days, if any,
37 as established in the annual school year calendar by authority of the Board of Education.

38
39 Holidays Occurring on Weekends: When a holiday falls on a Saturday, the preceding work day
40 shall be deemed be that holiday. When a holiday falls on a Sunday, the following work day shall
41 be deemed to be that holiday.

42
43 Special Conference Days: The District will notify affected employees at least seventy-two (72)
44 hours in advance of those working days when their services are not required due, but not limited
45 to, scheduled orientation meetings and teacher-parent conferences. Employees so notified may
46 elect to work, take Vacation, Personal Necessity (if qualified), Personal Business, or take unpaid
47 leave of absence on such days.

Holiday Eligibility: An employee must be in a paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

Employees in the bargaining unit who are not normally assigned to duty during school holidays of December 25 and January 1 shall be paid for those holidays provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE X - RELEASE TIME

Association Business: The Association shall be granted at least twenty-five (25) days each year to be used by any of the officers of C.S.E.A. for Association business and/or the annual conference. The Association shall have the right to send delegates of their choice to the annual conference for a maximum of five (5) days each without loss of compensation each year. The number of delegates shall be determined on the basis of two delegates for the first one hundred fifty (150) members and one delegate for each additional one hundred (100) members or fraction thereof as determined by the roster of dues-paying members.

There will be five (5) additional days per person with a maximum of fifteen (15) days of release time, with substitute coverage provided if one is requested by the supervisor, for C.S.E.A. state officers and/or state appointees. Any release time under this section will require advance notice to the employee's supervisor.

Negotiations and Grievance Processes: The Association will have available a reasonable amount of paid working hours of release time per year to be utilized at the Association's discretion for negotiating with Board representatives or for grievance processing. Release time for negotiating or grievance processing shall not be used in less than four-hour increments.

In January of each year, the elected president of the Association shall provide to the district personnel office and keep current a list of official chapter officers, and job stewards authorized to represent bargaining unit members in grievance and disciplinary matters.

Upon entering a work location, the job steward shall advise the grievant's supervisor and the appropriate administrator of his/her presence and business. The grievant shall be granted permission to leave the job if it will not cause an undue interruption of work. Additionally, the job steward may be permitted to discuss a grievance with all employees immediately concerned during those employees' normal working hours as permitted by the appropriate administrator, and, if appropriate, to attempt to achieve settlement in accordance with grievance procedure.

The job steward shall be required to log the utilization of his/her time as it relates to grievance processing. In investigating and processing grievances the job steward shall be required to utilize the District's Affidavit of Absence form. This form shall be submitted to the immediate supervisor upon return of the job steward from each individual grievance meeting. In reviewing this form with his/her immediate supervisor, the job steward shall be required to account for all time utilized under this provision. The immediate supervisor shall initial the form upon review and keep a copy for his/her office files.

Leave of Absence for Unelected Union Member(s)

The District shall grant a leave of absence, without loss of compensation, to a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by the Association in accordance with Education

Code Section 45210(b). Any leave of absence granted for unelected Association member(s) will require a notification in writing by the Association to each employee's supervisor or administrator a minimum of ten (10) work days prior to the start date of the Association's activity. The notification shall state the purpose of the leave and the duration of time that the employee is designated to be on the leave of absence.

Compensation during the leave shall include retirement fund contributions required for the school district as the employer. The employee shall earn full service credit during the leave of absence and the employee shall continue to pay member contributions. The maximum amount of service credit earned shall not exceed twelve (12) years.

The District shall be reimbursed by the Association for the released employee for all compensation paid the employee on account of the leave. Reimbursement by the Association shall be made within ten (10) work days after the Association has received certification of payment of compensation to the employee.

ARTICLE XI - LEAVES

Personal Necessity Leave

A bargaining unit member may elect to use his/her annual accumulative illness or injury leave, not to exceed eight (8) days per school year, except in the case of twelve (12) month employees who may elect to use ten (10) days, for the following purposes:

- A. Death or illness of a member of his/her immediate family.
- B. An accident involving the employee's person or property, or the person or property of a member of the employee's immediate family as defined in Section (a) of this Article.
- C. An appearance of the employee in court as a litigant or witness under an official order. The employee is expected to return to work in cases where he/she is not required to be absent the entire day.
- D. Birth or adoption of an employee's child.
- E. Imminent danger to the home of the employee.
- F. Religious holidays.
- G. Activities required by virtue of holding a public elected office.
- H. In cases of personal necessity where the employee cannot reasonably be expected to disregard the situation, or where the necessity cannot be transacted outside of the employee's assigned working hours, except that such leave may not be used for:
 - (a) routine personal business
 - (b) vacation, recreation, or social activities
 - (c) employee organization activities
 - (d) political activities or demonstrations
 - (e) work stoppage and other concerted activities

An employee using personal necessity leave shall submit his/her absence verification form certifying in writing the reason that the employee is using personal necessity leave for a purpose

provided in Article XI, Sections A-H. An employee shall give his/her immediate supervisor advance notice of personal necessity leave whenever reasonably possible.

If in cases of suspected abuse, management reserves the right to request the employee to provide verification that the absence was due to a necessity as defined in Article XI, Sections A-H.

In situations where absence is due to subpoena or an official order, the employee must provide evidence from a certified clerk or authorized officer of a court or other governmental jurisdiction. For such leaves the employee shall be granted leave of absence with pay up to the amount of the difference between the employee's regular earnings and any amount he/she received for jury or witness fees.

Personal Business Leave

Employees shall be eligible to use up to three (3) days of unrestricted personal business leave per school year to be deducted from any available sick leave days accrued. Employees shall be required to give the District twenty-four (24) hours advance notice to use such personal business leave.

Vacation

Every regular classified employee shall earn vacation at the prescribed rate as part of his/her compensation.

Vacation shall be earned at the rate of one (1) working day for each full month of employment or portion thereof. Major portion of the month, as used herein, is defined as in excess of eleven (11) working days in the month.

All regular classified employees who work on a part-time basis in a ten (10), eleven (11), or twelve (12) month assignment shall accrue paid vacation in line with those policies and receive such vacation credit commensurate with the designated hours worked per day.

Additional paid vacation for longevity shall be granted on the following schedule:

Years of Service	12-Month Employee	11-Month Employee	10-Month Employee	Additional Days Per Year
6	1/12 dpm*	1/11 dpm*	1/10 dpm*	1
7	1/6 dpm*	2/11 dpm*	1/5 dpm*	2
8	1/4 dpm*	3/11 dpm*	3/10 dpm*	3
9	1/3 dpm*	4/11 dpm*	2/5 dpm*	4
10	5/12 dpm*	5/11 dpm*	1/2 dpm*	5
11	1/2 dpm*	6/11 dpm*	3/5 dpm*	6
12	7/12 dpm*	7/11 dpm*	7/10 dpm*	7
13	2/3 dpm*	8/11 dpm*	4/5 dpm*	8

* Days per month

It is understood that there will be some exceptions to this rule due to District necessity and/or an individual employee's circumstances. Vacation accumulation shall be limited to a maximum of forty (40) days at any time. Excess vacation days over forty (40) must be scheduled to be taken by the first pay period following the accumulation of over forty (40) days. Should the employee fail to schedule excess of vacation by the end of the first pay period after the excess accumulation, the supervisor and employee shall collaboratively schedule the date(s) of

vacation in the amount of days over forty (40) and the employee will be required to utilize the vacation on the dates scheduled for him/her.

Required Vacation Periods: Employees required to provide services directly to students on instructional days shall take vacation during the Thanksgiving, Winter and Spring school recesses. Exceptions can be made on a case by case basis.

Vacation leave shall be scheduled by the employee, subject to approval by the department head, principal, or administrator. Vacation leave and requests for such leave shall not be unreasonably denied by a department head, principal, or administrator, provided that the granting of vacation leave shall not create a burden for the District in terms of the performance of its mission.

If the vacation leave is denied, the department head, principal, or administrator shall supply the reasons for said denial in writing to the employee within a reasonable time period. If the employee or C.S.E.A. deems that the denial of vacation leave was unreasonable, the employee or C.S.E.A. may appeal the decision to the administrator above the supervisor.

The salary at which vacation is paid shall be the employee's current salary rate. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation salary by reason of subsequent changes in conditions of employment. Upon separation from the service, a permanent employee shall be paid for his/her accumulated vacation credit at the rate of pay applicable to his/her last regular assignment. No pay for accumulated vacation shall be paid to employees whose employment is terminated prior to completion of the probationary period.

An employee who has completed his/her probationary period may be granted vacation during the year even though not earned at the time the vacation is taken.

If an employee is terminated, and had been granted vacation which was not earned at the time of termination, the District shall deduct from the employee's severance pay the full amount of salary that was paid for such unearned days of vacation taken.

A regular classified employee may revert to leave of absence for illness or injury if the employee suffers an incapacitating personal illness or injury while on authorized paid vacation. Such request shall be verified in writing by the attending physician and accompany the request for change in status.

Paid Sick Leave

Sick leave is the authorized absence of an employee because of illness or injury or exposure to contagious disease. In addition, an employee may use six (6) days of the employee's annual entitlement, to be deducted from any available sick leave days accrued, to attend to the illness or injury of a child, parent, or spouse.

A regular classified employee (probationary and permanent) shall earn paid sick leave in accordance with the provisions of Education Code Section 45191. Unused sick leave may be accumulated without limit.

At the beginning of each fiscal year, the sick leave "bank" of the employee shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. An employee's sick leave "bank" shall be adjusted if a change of assignment alters the

1 amount of sick leave earnable. Sick leave may be taken at any time, provided that employees
2 with probationary status may use only six (6) days of paid sick leave during their initial
3 probationary period.
4

5 Pay for any day of sick leave shall be the same pay the employee would have received if he/she
6 had worked that day.
7

8 In order to receive compensation while absent on sick leave, the employee must notify his/her
9 supervisor of his/her absence prior to the first working hour of the first day absent, unless
10 conditions make notification impossible. The burden of proof of impossible conditions shall be
11 upon the employee.
12

13 At least one (1) day prior to his/her expected return to work, the employee shall notify his/her
14 supervisor in order that any substitute employee may be terminated. If the employee fails to
15 notify his/her supervisor and both the employee and the substitute report, the substitute is
16 entitled to the assignment, and the employee shall be allowed to use one (1) earned vacation
17 day or not receive pay for that day.
18

19 An employee absent for five (5) working days or more shall present a doctor's statement
20 excusing the employee from work and the date the employee is able to return to work. The
21 employee shall provide a doctor's statement at any time with proper notification. Habitual
22 absenteeism shall be the basis for disciplinary action.
23

24 Any classified employee of any California school district who has been an employee of that
25 district for one year or more and terminates such employment for the sole purpose of accepting
26 a position in Downey Unified School District, and subsequently accepts such position within
27 thirty (30) days of termination of his/her former employment, shall have transferred with him/her
28 to Downey Unified School District the accumulated unused earned leave of absence for illness
29 or injury, if properly established, to which he/she is entitled under Education Code Section
30 45191.
31

32 Additional Sick Leave

33 After exhaustion of paid sick leave, a twelve (12) month employee who is ill or injured must use
34 accumulated vacation and compensatory time to avoid leave without pay.
35

36 After exhaustion of paid sick leave, a permanent employee may be placed on additional leave
37 upon request and with the approval of the Board of Education. The additional leave may be paid
38 or unpaid and may be extended for any period not to exceed eighteen (18) months. If placed on
39 unpaid leave, the employee shall not again become eligible for paid leave because of the
40 commencement of a new fiscal year until employee has rendered service.
41

42 In addition to current and accumulated sick leave, all unit members shall be entitled to not more
43 than one hundred (100) days of sick leave at fifty percent (50%) of the employee's regular
44 salary, upon appropriate medical verification of illness or injury. After exhaustion of paid sick
45 leave and prior to using the one hundred (100) days at fifty percent (50%), an employee who is
46 ill or injured will use accumulated compensatory and vacation time to avoid leave without pay.
47 Ten and eleven month employees may bank/save enough vacation days to cover current year
48 winter and spring breaks.
49

50 Family Medical Leave Act requests shall be available for a maximum of twelve (12) weeks in a
51 one-year period for: Birth and care of the newborn child of the employee; placement with the

employee of a child for adoption or foster care; care of biological, adopted, foster, stepchild, legal ward, or adult dependent child with serious health condition; care of biological, adoptive, or foster parent or spouse with a serious health condition; employee's own disability due to serious health condition.

Employees are required to give thirty-day (30) advance notice of the need to take this leave when the need is known in advance. When the need for leave is unforeseen, the employee must provide as much notice as is practicable. A form to request such leave is available in the Classified Human Resources Office.

To qualify, an employee must have rendered one (1) year of continuous services and have worked a minimum of 1,250 hours in the twelve months immediately preceding the requested leave.

This leave will run concurrently with leave benefits to which the employee is otherwise entitled upon approval, except in the case of pregnancy-related disability. In this case, the employee may use her leave privileges already in place, and then may apply for an additional twelve (12) weeks of unpaid family care leave under the provisions of the California Family Rights Act.

When intermittent leave is needed due to medical treatments of the employee or employee's child, spouse, or parent, and the need is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid undue disruption to the District's operations.

Termination of Sick Leave

An employee who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he/she is able to resume the assigned duties and if the leave has been for more than twenty (20) working days, provided that he/she has notified the District of his/her return at least three (3) working days in advance.

If at the conclusion of all sick leave and additional leave, paid or unpaid granted under these rules, the employee is still unable to assume the duties of his/her position, he/she will be placed on a reemployment list a period of thirty-nine (39) months in the same manner as if he/she were laid off for lack of work or lack of funds.

Sick Leave Bank

Purpose: To assist all regular permanent classified employees that earn sick leave from the school district, but who have suffered a non-industrial injury or illness of a disabling nature, the absence from which has caused them to have exhausted all available paid leave, except that they may be used in conjunction with fifty percent (50%) paid days. The intent is to allow classified employees time to be restored to health and return to work.

Donations: Once a year, or more often if needed, donations will be requested to be made to the bank. Donations may be made to benefit specific individuals at any time of the year, whether or not through formal solicitation. Days donated to the bank are NOT REFUNDABLE, whether made for a general solicitation or for a specific individual.

Donors must maintain seventy percent (70%) of their accrued sick leave, but no less than ten (10) days in their own sick leave accounts. Donations must be a minimum of one (1) day.

Donations to the bank are irrevocable. Donations made to the bank which are received in Classified Payroll by 4:00 p.m. on the 20th and approved by the Sick Leave Bank Committee will

1 be posted for use during the month received. Approved donations received after the 20th will be
2 posted for use during the following month.

3
4 Requests to the Bank: Employee, or employee's representative, may make a request for days
5 from the sick leave bank on the "Request for Days from Classified Employee's Sick Leave
6 Bank" form. It shall be submitted in a sealed envelope to: ATTN: Sick Leave Bank Committee,
7 c/o Director, Classified Human Resources, Classified Human Resources Office, Downey USD,
8 P.O. Box 7017, Downey, CA 90241-7017.

9
10 A Doctor's note verifying the extended absence must be attached to the request to the sick
11 leave bank. The District may require an additional exam by a doctor specified by the District,
12 paid for by the District.

13
14 Requestor must have exhausted all paid leaves, with the exception of fifty percent (50%) paid
15 days. The Sick Leave Bank Committee will review the employee's request along with the
16 submitted medical information, will make a determination, and will notify the requesting
17 employee as quickly as possible as to the committee's decision. No assurance is implied.

18
19 The maximum days allowed will be fifty (50) days, or if fewer than fifty (50) days remain in the
20 sick leave bank, fifty percent (50%) of the total days in the bank, at the discretion of the Sick
21 Leave Bank Committee. Granting of days is subject to availability.

22
23 Days from the Sick Leave Bank may be used prior to, or after exhaustion of fifty percent (50%)
24 paid days. They may also be used in conjunction with fifty percent (50%) paid days to constitute
25 up to seventy-five percent (75%) of a full-day's pay. Specification must be made at the time of
26 the request how the requested days will be used.

27
28 Days donated specifically for an individual will be used prior to general donations in sick leave
29 bank, if any.

30
31 If the employee returns to work and has a reoccurrence of the same or related illness or injury
32 during the initial twelve month period, the employee may use the remaining donated days. After
33 one year, the employee may request from the Sick Leave Bank committee an extension for any
34 remaining days, up to one additional year. Donated days may be used only for the specified
35 illness or injury. Unless an extension has been requested and approved, any remaining unused
36 days will revert to the Sick Leave Bank after twelve months from the date advanced to the
37 employee. The employee may reapply for additional days after one year from the date Sick
38 Leave Bank days are initially donated.

39
40 Exclusions: Not covered are cosmetic surgery, normal pregnancy, and worker's compensation
41 and related illness/injury leaves.

42
43 Industrial Accident and Industrial Illness Leave

44 Leaves resulting from an industrial accident or illness shall be granted in accordance with the
45 provisions of Education Code Section 44043 and 45192 and Personnel Commission rule
46 #60.500.5.

47
48 An employee in the classified service who is absent from duty because of an illness or injury
49 occurring on or after the effective date of this agreement, defined as an industrial accident or
50 illness under provisions of the Workers' Compensation law, shall be granted industrial accident
51 leave for each such accident or illness while receiving temporary disability benefits from

Workers' Compensation. Temporary disability benefits shall consist of two thirds (2/3) of the employee's base pay rate, and are not taxable.

In addition, if the employee has served continuously with the district for a period of two (2) years or more, the employee shall receive from the first day of absence to and including the last day of absence resulting from each separate industrial illness or injury, a paid industrial accident leave for not more than sixty (60) working days. The requirement that employees have served continuously with the district for a period of two (2) years or more will be applied to individuals employed after the effective date of this agreement.

Paid industrial accident/illness leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Worker's Compensation. Days absent while on paid industrial accident/illness leave shall not be deducted from the number of days of paid illness leave if he/she is eligible therefor. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment, when added to compensation without penalties from the Workers' Compensation Fund.

After all paid illness leave has been exhausted following a paid industrial accident/illness leave, an employee may choose to receive pay from accrued vacation, earned compensatory time, or other earned leave to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the Workers' Compensation Fund.

After the expiration of all paid leave privileges, the Board of Education may place the employee on an industrial accident/illness leave without pay. The total time of all leave benefits provided under this rule, including unpaid industrial accident/illness leave, shall not exceed thirty-six (36) months for any one (1) industrial accident or illness.

Upon return to service from paid or unpaid leave resulting from an industrial accident or illness, an employee shall be assigned to a position in his/her former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.

An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefit other than that which is specifically provided in applicable provisions of the Education Code and Personnel Commission rules. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.

When all paid or unpaid leaves of absence have been exhausted following an industrial accident or illness, the employee's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.

An employee who fails to accept an appropriate assignment after being medically approved therefor shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, in his/her former status and time basis.

While an employee is on any paid leave resulting from an industrial accident or illness, the employee's salary paid by the District shall not, when added to normal temporary disability allowance award without penalties granted the employee under Workers' Compensation laws,

1 exceed the employee's regular salary. A permanent employee's regular salary is computed on
2 the basis of the number of hours and days in his/her basic daily assignment. An employee who
3 is not permanent shall have his/her regular salary computed on the basis of the average number
4 of hours worked each month in which the employee was in paid status during the preceding six
5 (6) months.
6

7 During all paid leaves resulting from an industrial accident or illness, the employee shall
8 endorse to the District all wage-loss benefit checks received under Workers' Compensation
9 laws. The District shall issue to the employee appropriate warrants for payment of wages, loss
10 of benefits, salary, and/or leave benefits and shall deduct normal retirement and other
11 authorized contributions.
12

13 Final allowance for permanent industrial disability settlements shall not be subject to remittance
14 to the District under this rule. When returning from a leave of absence for industrial accident or
15 illness, the employee will be required to obtain a health clearance for normal duties from his/her
16 attending physician or surgeon. The District may require the employee to undergo an exam paid
17 for by the District by a physician selected by the District for the purpose of verifying that the
18 employee is fit for duty. Should the two physicians disagree, a third physician will examine the
19 employee at the District's expense, whose decision will be final and binding.
20

21 Bereavement Leave

22 Probationary and permanent employees in the classified service shall be allowed regular pay for
23 not more than three (3) working days, not to exceed 8 hours per day, when absent due to the
24 death of any member of his/her immediate family. Bereavement leave with pay shall be
25 extended to a maximum of five (5) days when travel beyond a two-hundred (200) mile radius
26 and/or out of state is necessary in connection with the bereavement. Bereavement leave under
27 this section shall not be charged against the employee's accumulated illness leave.
28

29 If in cases of suspected abuse, management reserves the right to request the employee to
30 provide verification that the absence was due to a death of any member of his/her immediate
31 family.
32

33 Jury Duty and Witness Leave

34 Leave of absence for jury service shall be granted to any classified employees who have been
35 officially summoned to jury duty in local, state, or Federal Court. Leave shall be granted for the
36 period of the jury service. The employee shall receive full pay while on leave provided that the
37 jury service fee for such leave is assigned to and the subpoena or court certification is filed with
38 the District. Request for jury service leave should be made by presenting the official court
39 summons to jury service to the Director, Classified Human Resources. Not more than two
40 percent (2%) of the classified service shall be granted jury duty leave at any one time.
41

42 Leave of absence to serve as a witness in a court case shall be granted an employee when
43 he/she has been served a subpoena to appear as a witness, not as the litigant in the case. The
44 length of the leave granted shall be for the number of days in attendance in court as certified by
45 the clerk or other authorized officer of the court. The employee shall receive full pay during the
46 leave period, provided that the witness fee for such leave is assigned to and the subpoena or
47 court certification is filed with the School District. Request for leave of absence to serve as a
48 witness should be made by presenting the official court summons to the Director, Classified
49 Human Resources. The jury service fee and witness fee referred to in the above do not include
50 reimbursement for transportation expenses.
51

1 An employee who has received leave of absence under this rule shall make himself/herself
2 available for work during his/her regular work hours when his/her presence is not required in
3 court.
4

5 Absence for Examination

6 Every employee in the classified service shall be permitted to be absent from his/her duties
7 during working hours in order to take any examination for promotion in the District without
8 deduction of pay or other penalty, provided that he/she gives two (2) days' notice to his/her
9 immediate supervisor.
10

11 Leave for Voting

12 Consideration of time off for purposes of voting shall be determined by the provisions of the
13 State Election Law as follows:
14

15 State of California Elections Code Section 14000:

16 "(a) If a voter does not have sufficient time outside of working hours to vote at a statewide
17 election, the voter may, without loss of pay, take off enough working time that, when added to
18 the voting time available outside of working hours, will enable the voter to vote.

19 (b) No more than two hours of the time taken off for voting shall be without loss of pay. The time
20 off for voting shall be only at the beginning or end of the regular working shift, whichever allows
21 the most free time for voting and the least time off from the regular working shift, unless
22 otherwise mutually agreed.

23 (c) If the employee on the third working day prior to the day of election, knows or has reason to
24 believe that time off will be necessary to be able to vote on election day, the employee shall give
25 the employer at least two working days' notice that time off for voting is desired, in accordance
26 with this section."
27

28 Pregnancy Disability Leave

29 The District shall provide a pregnancy disability leave to any employee who is absent from work
30 on account of pregnancy disability. Such leave shall be paid to the same extent as for any other
31 disability. The employee shall inform the District of her due date no less than four (4) months
32 before such due date. The starting and ending dates of the pregnancy disability leave shall be
33 the dates on which the employee's medical disability begins and ends, as determined by the
34 employee's physician. The District may require medical verification of pregnancy disability
35 and/or release to return to work. If the employee's physician and the District's physician
36 disagree, the employee and the District shall request the physicians to select a third physician
37 who shall decide the issue.
38

39 Leave of Absence Without Pay

40 Leave of absence without pay may be granted to a permanent classified employee, upon the
41 written request of the employee and the approval of the Board of Education, subject to the
42 following restrictions:
43

- 44 A. Leave of absence without pay may be granted if not to exceed six (6) months. The
45 Board may renew the leave of absence for two (2) additional six (6) month periods or
46 such lesser leave periods that it may provide but not to exceed a total of eighteen (18)
47 months, except that the leave of absence for military service shall be granted as
48 provided by the Education Code and the Military and Veterans Code, and leave of
49 absence for service in the Peace corps and Vista may be granted for a period not to
50 exceed twenty-four (24) months.
51

- 1 B. The granting of a leave of absence without pay gives to the employee the right to return
2 to a similar position within the same classification as determined by the District at the
3 expiration of his/her leave of absence, provided that he/she is physically and legally
4 capable of performing the duties.
5
6 C. If time is requested away from a position for a period of less than two (2) weeks, the
7 employee need not apply for a leave of absence. He/she should make arrangements
8 with his/her department supervisor and obtain prior approval.
9
10 D. The District may offer less demanding work or reduced hours, when same is available,
11 to an employee who has become medically unable, in the opinion of the employee's
12 physician, to perform his/her regular job. The employee's physician shall verify in writing
13 that the employee is medically able to do less demanding work or work reduced hours.
14
15 E. Parenting Leave: An employee who has successfully completed the probationary period
16 of employment may be eligible for a parenting leave. The District may grant a leave of
17 absence without pay for parenting purposes for up to one (1) year in duration. The
18 District may condition the scheduling of this leave to minimize substantiated disruption of
19 the educational program.
20
21 F. If a permanent employee secures employment from another employer while on leave,
22 the leave is automatically cancelled and the employee is considered to have resigned
23 his/her position with the District.
24

25 Health Leave

26 A request may be made for a leave of absence for reasons of recuperation from illness or injury
27 provided the employee has permanent status with the District.
28

29 The request should pertain to that amount of time required to be absent from the position
30 beyond the sick leave earned and vacation time accrued.
31

32 A CHANGE IN EMPLOYMENT STATUS form must be submitted by the employee to his/her
33 department supervisor for approval after which the request is forwarded to the Classified Human
34 Resources office for processing.
35

36 Written evidence of illness must be obtained from the attending physician or surgeon and
37 submitted together with the request. When returning from a leave of absence for health reasons,
38 the employee will be required to submit a health clearance for normal duties from his/her
39 attending physician or surgeon at least three (3) working days prior to returning to duty. If there
40 is concern that the employee may not be fit for duty, the employee may be required to undergo
41 an exam by a physician selected by the District at the District's expense. Should the two
42 physicians disagree, a third physician will examine the employee at the District's expense,
43 whose decision will be final and binding.
44

45 Military Leave

46 The Board of Education will grant a leave of absence to permanent and probationary employees
47 for the duration of active military service as defined in Military Code Section 395.1, U.S.
48 Department of Labor, and Education Code Section 44800. Such absence shall not affect in any
49 way the classification of the employee. In the case of a probationary employee, the period of
50 such absence shall not count as a part of the service required for permanence; however, the
51 absence shall not be construed as a break in continuity of the service of said employee for any
52 purpose.

Unpaid military leave for reserve training during the school year may be approved upon written request of the commanding officer to the Assistant Superintendent, Human Resources, indicating the necessity for such training at the specified time.

Within six (6) months after being honorably discharged from active duty, the employee shall have the right to the position he/she formerly held provided the active military service does not extend beyond the national emergency. The rate of pay upon reemployment shall be the current salary for that position.

The time spent in military service may count toward retirement under PERS. The Board of Education will make District payment to the retirement system for those who make their contribution to the system either during or immediately following the period of military service, if permitted by law.

Child Bonding Leave

As per AB 2393, classified employees may receive baby bonding leave. The employee must have worked for the district for one year and exhaust all available sick leave, including accumulated sick leave, before receiving 50% pay for the 12-work week period. The leave is for the birth of a child of the employee or placement of a child with an employee in connection with the adoption or foster care of the child of the employee. Employees may only receive one child bonding leave within a 12-month period. This leave must be used within one year of the birth or placement of the child. This leave runs concurrent with CFRA. This leave is a separate entitlement from the 100 days of differential pay. Documentation of the birth/placement will be required for all employees.

ARTICLE XII - TRANSFER

Definition

A transfer is defined as a change of job site (and a change of supervisor) but within the same position classification.

Criteria for Transfer

The following criteria shall be considered in evaluating a transfer request:

1. The needs, goals, and efficient operation of the District.
2. Any employee in the same classification who has passed the six (6) month probation.
3. When considering these criteria, the District shall not be arbitrary, capricious, or discriminatory.
4. No vacant position shall be filled until all transfer requests are referred for interview in order to allow current employees an opportunity to move before going to an outside list.

Employee Initiated Transfer Requests

A permanent employee covered by this Agreement shall have the right of requesting a transfer to any job location within the same position classification, subject to the following conditions:

1. The employee must submit a request for transfer on the appropriate District form. Properly filed transfer requests shall be given administrative consideration and shall be valid for one (1) year from date submitted to the Classified Human Resources Office.
2. The employee's immediate supervisor will be notified of the transfer request at the time of referral for interview.
3. The filing of a request for transfer is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the employee in writing at any time within the year in which it is valid.

Employer Initiated Transfers

Involuntary Transfer

A transfer may be made by the District at any time for any of the following reasons:

1. In order to balance the classified staff of the District.
2. A change of enrollment or workload necessitating transfer of classified staff.
3. Improved efficiency of the District.

The employee will be notified by his/her immediate supervisor at least ten (10) working days in writing prior to the effective date of the proposed transfer. If the employee or C.S.E.A. deems that the involuntary transfer was unreasonable, the employee or C.S.E.A. may appeal the decision to the administrator above the supervisor. If the administrator finds the reasons to be unreasonable or incorrect, the transfer shall be reversed and considered invalid.

ARTICLE XIII – SAFETY/UNIFORMS

District Compliance: It shall be the intent of the District to comply with the standards of the Division of Industrial Safety of the State of California and those requirements imposed by State or Federal law.

The District shall be responsible for providing safe working conditions for unit members and for prescribing appropriate safety standards. The District shall meet the safety and health standards mandated by the California Occupational Safety and Health Act. Unit members shall be responsible for complying with District safety standards, including accident and incident reports, and for practicing basic safety measures. Unit members shall report to their immediate administrator and/or principal, in writing, suspected unsafe conditions. The District shall investigate all reports of suspected unsafe conditions, and shall take necessary steps to correct conditions identified as being unsafe.

Should an emergency arise, the District emergency plan will be executed. When all of the emergency tasks have been completed, and the needs of the students have been satisfied, employees may be dismissed by the responsible administrator.

All written reports submitted to the District shall be responded to within ten days. The intent of this section is to provide timely resolution of a safety disagreement.

A unit member may refuse to do work as long as it is made clear that he/she believes the health or safety of themselves or others would be in clear and present danger if he/she did the work. The unit member is also obligated to inform the supervisor that he/she is willing to perform other duties as assigned until the job is safe.

Under no circumstances shall repercussions be taken against any employee reporting unsafe conditions.

Uniforms: For the classification(s) listed below, the employees shall wear the full uniform provided at all times. The upkeep of the uniforms shall be borne by the employee. The cost of purposely damaged or lost uniforms shall be paid by the employee. The District will provide uniforms, as needed, for the following classification:

Campus Security Assistant

The cost of the shirts and jacket required by the District shall be borne by the District.

1 Reimbursement for Damage of Personal Property:

2 The Board of Education will reimburse unit members, in an amount not to exceed a total \$250 in
3 any school year, for loss or damage or destruction while on duty in the school, of personal
4 property of a kind normally worn or brought into school when the employee has not been
5 negligent, to the extent that such loss is not covered by insurance. The term "personal property"
6 shall not include cash. The term "loss," "damage," and "destruction" shall not cover the effects
7 of normal wear and tear and use.
8

9 ARTICLE XIV - EMPLOYEE RIGHTS AND EVALUATION
10

11 The District and the Association agree not to discriminate against any employee covered by this
12 agreement because of his/her political activities, political beliefs, District approved Association
13 activities, or Association Membership, or because of race, color, creed, national origin, religion,
14 marital status, veterans' status, and to the extent prohibited by law, no employee shall be
15 discriminated against because of age, sex, or physical handicap. No employee shall be
16 coerced, intimidated or otherwise discriminated against for the exercise of rights guaranteed by
17 Federal or State laws, the rules and regulations of the Public Employment Relations Board, or
18 the provisions of this agreement.
19

20 General Provisions of Evaluation

- 21 A. The evaluation process is for the purpose of assessing the competency of classified
22 personnel performance which contributes toward the improvement and growth of
23 employees of the bargaining unit.
24
25 B. Permanent employees shall be evaluated in respect to their total work assignment every
26 other year.
27
28 C. Only matters that have been brought to the attention of the employee prior to the formal
29 evaluation shall be included in the evaluation report.
30
31 D. No employee shall be formally evaluated following his/her termination from the District.
32

33 Procedures for Evaluation

- 34 A. No bargaining unit member shall be involved in the evaluation process of another
35 bargaining unit member or be required to provide any administrator with information
36 relative to another bargaining unit member's performance.
37
38 B. Regular probationary employees shall receive at least two (2) formal written
39 performance ratings on District-approved forms during the probationary period. Normally
40 these ratings shall be completed at the end of the third and beginning of the fifth months
41 of service.
42
43 C. Regular permanent employees shall receive at least one (1) formal written performance
44 rating on District-approved forms every other year. Normally these ratings shall be
45 completed by the end of each employee anniversary date. A permanent employee may
46 receive a special evaluation by his/her immediate supervisor at any time if exemplary or
47 unsatisfactory service is performed.
48
49 D. The rating forms described herein shall be completed and signed by the employee's
50 immediate supervisor and may be reviewed and signed by the administrator to whom the
51 immediate supervisor is responsible.
52

- 1 E. The rating form shall contain an appraisal of the employee's performance and
2 appropriate commendations or specific suggestions for improvement of the employee's
3 performance.
4
- 5 F. The employee shall acknowledge that he/she has read such material by affixing his/her
6 manual signature on the rating form with the understanding that such signature merely
7 signifies that he/she has read the rating, but does not necessarily indicate agreement
8 with the contents. The employee shall receive a copy of the evaluation upon signing.
9 The employee may attach a written response to the performance evaluation. Such
10 written response by the employee shall be transmitted through the administrator to
11 whom the immediate supervisor is responsible prior to placement in the employee's
12 personnel file.
13
- 14 G. The procedures of evaluation are subject to the grievance article in this Agreement.
15 Subjective evaluation findings are not a grievable matter.
16

17 Personnel Files

- 18 A. The Classified Human Resources Office shall maintain a permanent personnel file on
19 each employee of bargaining unit.
20
- 21 B. Disciplinary action may be taken against an employee only when the employee has
22 been notified of the unsatisfactory performance or the employee commits an act by law
23 that requires formal discipline. Such notification must be followed with written
24 documentation for inclusion in the employee's personnel file.
25
- 26 C. Each employee shall have the right to inspect his/her personnel file and obtain copies
27 upon advance notification to the Classified Human Resources Office. Release time for
28 the purpose of inspecting said file shall be scheduled by the immediate supervisor. The
29 loss resulting from this release time shall be made up if in excess of thirty (30) minutes.
30 Exceptions of material that may be inspected include: ratings, reports, or records which
31 were obtained prior to the employment of the employee involved.
32
- 33 D. Written material placed in an employee's personnel file shall be signed and dated.
34 Derogatory or adverse material in an employee's file may not be used in a disciplinary
35 proceeding against the employee if it concerns matters more than two years old or
36 unless the material is required to be retained by current law.
37
- 38 E. An employee shall have the right to file a written response to any derogatory or adverse
39 material filed in his/her personnel file. The written response shall be attached to the
40 material or incident report.
41
- 42 F. Prior to utilizing materials or incidents in the evaluation process, the evaluator shall
43 make a reasonable effort to verify the accuracy of the material or incident.
44

45 Bumping Rights

- 46 1. Employees who are to be laid off may exercise bumping rights in an equal or lower class
47 in which they had permanence and hold seniority greater than that of an incumbent. The
48 employee to be bumped shall be the one with the least seniority in the class.
49
- 50 2. An employee who has been bumped shall have the same rights afforded by this rule as
51 if his/her position had been eliminated.

3. Excerpts from Personnel Commission Rules regarding layoffs may be found in the appendices.

ARTICLE XV - RESTRICTION ON CONTRACTING OUT

The District agrees that it will not contract out work which is customarily and routinely performed by employees in the bargaining unit. The District will not contract out work contrary to law.

ARTICLE XVI - COMPLAINT PROCEDURE RELATING TO RULES, REGULATIONS, AND POLICIES

The Board of Education and the Personnel Commission shall for the term of this Agreement provide, by rule and/or regulation cited under BP 5233 and RR 80.100, a process for reviewing employee complaints where the employee was adversely affected due to an alleged violation of Board Policies and Administrative Regulations and/or Personnel Commission Rules and Regulations. Application of this complaint procedure shall be limited to those policies, rules and regulations which have directly affected the employee's employment.

ARTICLE XVII - GRIEVANCE PROCEDURE

Definition

A claim by C.S.E.A., an individual, or a group of the bargaining unit that there has been or exists a violation, misinterpretation, or misapplication of the provisions of the contract that adversely affects his/her/their employment.

Intent

It is the intent of both parties to resolve grievances at the lowest possible level and to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances. C.S.E.A. has the right to file a grievance on behalf of the employee(s).

Procedural Steps

Step One (Informal Level): Before filing a formal written grievance, the grievant shall attempt to resolve it with an informal conference with his/her immediate supervisor. The grievance shall be presented orally and/or in writing to the grievant's immediate supervisor within fifteen (15) working days after the event occurred or within fifteen (15) working days of the time the grievant knew or could have reasonably known of the event giving rise to the grievance. The employee has the option to have a C.S.E.A. representative at the step one meeting or this step may be considered optional. The immediate supervisor shall give his/her oral and/or written response to the employee within seven (7) working days after the grievance has been discussed, or unless both parties mutually agree to an extension.

Formal Level Step Two: If the grievance is not resolved at the informal level, the grievant may, within seven (7) working days after the date of response from the immediate supervisor, request a formal review by submitting the grievance in writing to said supervisor. Written response shall be submitted to the aggrieved party and the job representative, if any, within seven (7) working days from submission of the written grievance.

Commencing at Step Two of this procedure, the grievant may elect to represent himself/herself or have a job representative from the local chapter or a field representative from the State Association or any person of his/her choosing present at all subsequent conferences held for purposes of bringing resolution to the grievance. If the supervisor fails to respond within the

prescribed time limits, the grievant may appeal to level three. If the grievant elects to represent himself/herself at this step or at any later step, C.S.E.A. shall be relieved of any further obligation of representation.

Formal Level Step Three

If the grievance is not resolved at level two, the grievant may appeal in writing to the next level of supervision within seven (7) working days following the response from the immediate supervisor. Within seven (7) working days after receipt of the written appeal, the next level of supervision shall meet with the grievant and representative, if any, to discuss and seek resolution to the grievance. The grievant and the job representative shall be notified in writing of the response within seven (7) working days after the meeting. If the supervisor fails to respond, the grievant may appeal to level four.

Formal Level Step Four: If the grievance is not resolved at level three, the grievant may appeal in writing to the Superintendent or designee. The Superintendent or designee will meet within seven (7) working days with the grievant and job representative, if any, in an attempt to resolve the grievance following receipt of the written appeal. Within seven (7) working days following the meeting, the Superintendent or designee shall deliver to the grievant and the job representative a written response. If the Superintendent fails to respond, the grievant may appeal to level five.

Formal Level Step Five: If the grievance is not resolved at level four, the grievant may submit the grievance in writing to the Board of Education within seven (7) working days following receipt of the response from the Superintendent or designee. The Governing Board will schedule, in closed session, a hearing on the grievance at its next regular meeting. At that meeting the grievant and the job representative, if any, or any person of the employee's choosing, if any, shall present an argument in writing attaching whatever evidence the grievant wishes to submit. The District may respond in writing. By no later than the next regular meeting, the Governing Board will deliver to the grievant and the job representative or his/her designee, if any, its written response to the grievance, which decision shall be final and binding on both parties.

ARTICLE XVIII-NEW EMPLOYEE ORIENTATION (AB119)

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

- a) Provide CSEA With Notice of New Hires: The District shall provide the CSEA Labor Relations Representative notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail. The notice shall include full legal name, date of hire, classification, and site.
- b) Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

2. EMPLOYEE INFORMATION

- a) Provide CSEA With New Hire Contact Information: Except for employees who have submitted written requests pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address, or birth date, the District shall provide CSEA with contact information on the new hires. The District shall not solicit employees to opt out.

The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (incl. apartment #);
- xi. City;
- xii. State;
- xiii. ZIP Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Employee ID;
- xviii. Hire date;
- xix. CalPERS status

- b) Provide CSEA With Periodic Update of Unit Member Contact Information: The District shall provide CSEA, via a mutually agreeable secure FTP site or service, all bargaining unit member names and contact information on the last working day of September, January, and May. The specific employee information required to be submitted, shall include all the information described above in section 2(a) of this agreement.
- c) On the last workday of each month, the District shall provide to a CSEA, via a mutually agreeable secure FTP site or service, the name and contact information on the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

3. NEW EMPLOYEE ORIENTATION

- a) Definition of New Employee Orientation: "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

- 1
2 b) Provide CSEA With Access to New Employee Orientations: The District shall provide
3 CSEA mandatory access to its new employee orientations. CSEA shall receive not less
4 than ten (10) days' notice in advance of an orientation, except that a shorter notice may
5 be provided in a specific instance where there is an urgent need critical to the District's
6 operations that was not reasonably foreseeable. Orientation sessions may include
7 individual (one-on-one) new hire meetings with a Human Resources representative, a
8 site administrator and/or group orientation sessions.
9
- 10 i. Group Orientations: In the event the District conducts a group orientation, CSEA
11 shall have a minimum of one (1) hour, including travel time, of paid release time
12 for two (2) CSEA representatives to conduct the orientation session. Said release
13 time shall not be counted against the total release time contained elsewhere in
14 the collective bargaining agreement. The CSEA Labor Relations Representative
15 may also attend the orientation session.
16
- 17 ii. Individual Orientations: In the event the District conducts one-on-one orientations
18 with new employees, CSEA shall have a minimum of thirty (30) minutes of paid
19 release time, including travel time, for one (1) CSEA representative to conduct
20 the orientation session. Said release time shall not be counted against the total
21 release time contained elsewhere in the collective bargaining agreement. The
22 CSEA Labor Relations Representative may also attend the orientation session.
23
- 24 iii. Online Orientations: In the event the District conducts online orientations, CSEA
25 shall be notified of the onboarding appointments.
26
- 27 iv. During CSEA's orientation session, no District manager or supervisor or non-unit
28 employee shall be present.
29
- 30 c) New Hire Information Packet: The District shall include the CSEA membership
31 application and a link for an electronic application in the new employee orientation
32 packet.
33

34 ARTICLE XIX-SAVINGS CLAUSE 35

36 In the event that any provision of this Agreement shall at any time be declared invalid by a final
37 judgment of any court of competent jurisdiction or through a final decree of government, state,
38 or local body, such decision shall not invalidate the entire agreement, it being the expressed
39 intention of the parties hereto that all other provisions are not declared invalid and shall remain
40 in full force and effect. The parties agree that any invalid provisions of this Agreement shall be
41 modified to comply with existing regulations or laws.
42

43 ARTICLE XX-SUPPORT OF AGREEMENT 44

45 The District and Association agree that it is in their mutual benefit to encourage the resolution of
46 differences through the meeting and negotiations process. Therefore, it is agreed that the
47 Association and the District will support the terms of this Agreement and will not appear before
48 the Board of Education or the Personnel Commission to seek change or improvement in any
49 matters subject to the meeting and negotiation process.
50
51

1 ARTICLE XXI - NO STRIKE/LOCKOUT

2
3 The Association agrees that it shall not call, sanction, or engage in any strike or work stoppage.
4 The District agrees that it shall not cause nor engage in a lockout.
5

6 ARTICLE XXII - ZIPPER CLAUSE

7
8 This Agreement, when signed by the parties hereto, supersedes all other Agreements and
9 represents the sole Agreement between the parties.
10

11 During the term of this Agreement, the Association and the Board waive their respective rights
12 to meet and negotiate with respect to any provision contained within or matters outside the
13 Agreement with the following exception:
14

15 Incorporating into the agreement the addition of statutory guarantees providing mandated
16 benefits amended into or added to California or Federal law after negotiation of this Agreement.
17

18 If, during its term, the parties hereto should mutually agree to modify, amend, or alter the
19 provisions of this Agreement in any respect, any such changes shall be effective only if reduced
20 to writing and executed by the authorized representatives of the District and C.S.E.A., and
21 ratified by the Board of Education, if necessary. Any such changes made shall become a part of
22 this Agreement and subject to its terms of automatic renewal or termination.
23

24 No individual employee or group of employees acting independently of C.S.E.A. signatory
25 hereto may alter, amend, or modify any of the provisions herein.
26

27 ARTICLE XXIII - TERM OF AGREEMENT

28
29 This Agreement shall become effective and in full force on October 1, 2019, and shall continue
30 in effect through September 30, 2022.
31

32
33
34 _____
35 Pam Martinez, President
36 Chapter 248
37

38 _____
39 Nancy A. Swenson, President
40 Board of Education
41
42
43
44
45
46
47
48
49
50
51