

MASTER AGREEMENT

BETWEEN

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

AND

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS DOWNEY CHAPTER #746**

October 1, 2019

through

September 30, 2022

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ARTICLE I – AGREEMENT

This agreement is made and entered into by and between the Board of Education of the Downey Unified School District, hereinafter referred to as the District, and the California School Employees Association, and its Downey Chapter 746, hereinafter referred to as the Union.

ARTICLE II – RECOGNITION

Pursuant to the provisions of the Public Employment Relations Act, Union was Certified on June 12, 1986, by the Public Employment Relations Board as the exclusive representative of employees in Classified Unit II ("Unit"). Management recognizes Union as the exclusive representative of employees in said Unit. All newly created classifications, except confidential, certificated, management, or supervisory, as defined in Government Code Section 3540, shall be assigned to the appropriate unit by management. Prior to such assignment, management shall notify Union of the creation of the new class. If requested in writing by Union within fifteen (15) days of such notification, management shall meet with Union to discuss the unit assignment. Disputed cases shall be submitted to the PERB for resolution.

The term "employee" or "employees" as used in this Agreement shall refer only to employees employed by District in said Unit in the employee classifications as listed below:

- | | |
|---|---|
| 1. Assistant Network Administrator | 20. Lead Maintenance Worker |
| 2. Bus Driver | 21. Lead Operations Worker |
| 3. Chemical Applications Specialist | 22. Maintenance Carpenter |
| 4. Computer/Network Support Technician | 23. Maintenance Electrician |
| 5. Custodian | 24. Maintenance Electronics Technician |
| 6. Dispatcher/State Certified Driver Instructor | 25. Maintenance Glazier |
| 7. Equipment Mechanic | 26. Maintenance Locksmith |
| 8. Floor Maintenance Worker | 27. Maintenance Painter |
| 9. General Maintenance Worker | 28. Maintenance Welder |
| 10. Grounds Equipment Operator | 29. Network Specialist |
| 11. Grounds Team Leader | 30. P.E. & Athletic Equipment Attendant |
| 12. Groundskeeper | 31. Plant Grounds Assistant |
| 13. HVAC/Refrigeration Mechanic | 32. Pool Maintenance Worker |
| 14. Irrigation Specialist | 33. Senior Warehouse Worker |
| 15. Lead Custodian | 34. Skilled Trades Assistant |
| 16. Lead Electrical Worker | 35. Utility Worker |
| 17. Lead Equipment Mechanic | 36. Warehouse Worker |
| 18. Lead Groundskeeper | 37. Water Utilities Worker |
| 19. Lead HVAC/Refrigeration Mechanic | |

ARTICLE III - ORGANIZATIONAL SECURITY

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.

- 1 A. The District shall cause payroll deductions to be made in accordance with the District's
2 procedures and Association's dues schedule.
3
4 B. The District shall begin automatic payroll deduction after receipt of such written notice
5 from the Association specifying the names of the unit employees and the amount of the
6 dues for each such employee. Payroll deductions shall be processed in accordance with
7 standard District operating procedures from the first day of the month following forty-five
8 (45) calendar days after receipt by the District of the written notice directing dues payroll
9 deduction.
10
11 C. The Association may specify a change in the amount of the dues provided an authorized
12 Association officer submits a written notice to the District for such an adjustment. The
13 processing of revised payroll deductions will be in accordance with the schedule
14 referenced above.
15
16 D. The District shall, without charge, transmit to the Association the sums deducted under
17 this agreement.
18
19 2. The Association agrees to indemnify and financially hold harmless the District, its Governing
20 Board, officers and administrators against any and all claims, demands, costs, lawsuits,
21 including attorney fees incurred in defending said persons or District, or any other form of
22 liability or expense, including but not limited to, all court or administrative agency costs, that
23 may arise out of or by reason of action taken by the District for the purpose of complying
24 with this agreement. The District shall promptly notify the Association of any civil,
25 administrative, or other action taken against the District as a result of its compliance with this
26 agreement.
27

28 ARTICLE IV – DEFINITIONS 29

30
31 "Board" or "Board of Education" shall mean the public school employer, or the designee of the
32 employer.
33

34 "A Day" is a day when the District Office is open for business.
35

36 "District" shall mean the Board of Education or its designee.
37

38 "Emergency" shall mean any sudden or unforeseen situation which requires immediate action,
39 such as flood, earthquake, natural disasters, or unforeseen combinations of circumstance,
40 which call for immediate action.
41

42 "Employee" shall mean a member of the bargaining unit.
43

44 "Employer" shall mean the Board of Education and/or its management designees.
45

46 "Evaluator" shall mean the chief administrative officer, or designee, of the school or department
47 to which an employee is assigned and by whom the employee is evaluated.
48

49 "Grievance" shall mean a claim of any employee or C.S.E.A. concerning the interpretation or
50 application of the expressed written terms of this Agreement, which interpretation or application
51

adversely affects the employee or C.S.E.A., and which has not been resolved satisfactorily in an informal manner between the employee and the immediate supervisor.

"Immediate Family" shall mean the spouse, registered domestic partner, child, parent, stepparent, grandparent, grandchild, brother, sister, aunt or uncle, niece or nephew of the employee or of the spouse or registered domestic partner of the employee, and the stepchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law of the employee; or any person living in the immediate household of the employee.

"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.

"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.

"Permanent Employee" shall mean a member of the bargaining unit who has achieved permanent status in the District.

"Personnel Commission" shall mean the non-partisan public body responsible for the classification, administration of the (merit system) selection, retention, and promotion of classified employees in Downey Unified School District.

"Probationary Employee" shall mean a member of the bargaining unit that has served less than six (6) months in regular District service, and therefore has not achieved permanent status.

"Reassignment" means a change in assignment at the same job site or at a different site, under the direction of the same supervisor.

"Superintendent" shall mean the chief executive officer of the District, or the chief executive officer's designee.

"Transfer" means a change of job site within the same position classification under the direction of a different supervisor.

"Union" shall mean the California School Employees Association, Chapter #746, or its designee.

ARTICLE V - AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement:

- A. District's principal authorized agent shall be the Superintendent or his/her duly authorized representative. Address: 11627 Brookshire Avenue, P.O. Box 7017, Downey, California 90241-7017. Telephone: (562) 904-3500.
- B. The Union's principal authorized agent shall be the California School Employees Association or his/her duly authorized representative. Address: 4600 Santa Anita Avenue, El Monte, California 91731-9912. Telephone: (626) 258-3300.

"Authorized Union representative" shall mean the labor relations representative assigned by C.S.E.A. to Chapter 746, or any officer or steward of that chapter designated in writing by the chapter president.

ARTICLE VI - UNION RIGHTS

The District recognizes the right of C.S.E.A. to represent its unit members in their employment relations with the District. A Unit member may, upon his/her request, be represented by a C.S.E.A. Labor Relations Representative or union designee in any proceedings where an administrator has taken an action that may lead to discipline. A Unit member may also, upon his/her request, be represented by a C.S.E.A. Labor Relations Representative or union designee in grievance meetings required by Article VII.

- A. Work Access: Authorized Union representatives will be given access to work locations to investigate and process grievances. The Union representatives desiring access to a work location hereunder shall state the purpose of their visit and request the site administrator or department head for authorization a reasonable amount of time before the intended visit, unless the parties mutually agree to waive such notice.

The Union shall give to the Director of Classified Personnel, a written list of all authorized representatives which list shall be kept current by the Union. Access to work locations shall be granted only to representatives on the current list.

The Union shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable times, for the purpose of meetings, without cost to the union.

The District shall place on the agenda of each Board and Personnel Commission meeting for consideration any matters brought to its consideration by the Union, provided that such matters are made known to the Superintendent's office or Personnel Commission office six (6) days prior to said meeting.

B. Stewards:

1. The Board shall grant a paid leave to the President of the Union or his/her designee during the term of the Agreement, not to exceed a total of ninety (90) hours per year, to complete his/her duties including appearing before the Personnel Commission or Board of Education on matters affecting the unit members. Advanced permission is required from the immediate supervisor for this section to be effective, except in case of emergency.
2. It is agreed by the parties that the Union may select up to ten (10) stewards for this unit. The Union shall give to the Director of Classified Personnel, a written list of employees who have been selected as stewards. This list shall be kept current by C.S.E.A. Chapter #746 and only those employees whose names appear on the current list shall be allowed to function as stewards.

1 3. Grievance Processing

2 Upon request of the grievant, the California School Employees Association Labor
3 Relations Representative, or a job steward designated in writing by the Field
4 Representative, may be involved in representing a grievant in any step in the
5 grievance procedure.
6

7 After giving notice to the appropriate administrator, a job steward shall be
8 permitted to leave his/her normal work area during reasonable times in order to
9 process a grievance. Such notice must be made at least twenty-four (24) hours
10 in advance. This time may be shortened by mutual agreement of the
11 representative and the immediate supervisor.
12

13 4. Release Time for Job Stewards: A job steward shall receive a maximum of three
14 (3) hours release time per calendar month for grievance investigation and
15 processing. The three (3) hours of release time per month are accumulative and
16 shall expire at the end of the fiscal year if not used.
17

18 5. Stewards may spend a reasonable amount of time, up to thirty (30) minutes per
19 incident, to promptly and expeditiously investigate and process formal grievances
20 without loss of pay or benefits of any kind. The Union agrees that a steward shall
21 not log overtime for the time spent performing any function of a steward. It is
22 understood that release time provided employees under this section shall not
23 require the use of a substitute or create an undue burden on other employees.
24

25 6. Upon entering a work location, the job steward shall advise the grievant's
26 supervisor and the appropriate administrator of his/her presence and business.
27 The grievant shall be granted permission to leave the job if it will not cause an
28 undue interruption of work. Additionally, the job steward may be permitted to
29 discuss a grievance with all employees immediately concerned during those
30 employee's normal working hours as permitted by the appropriate administrator,
31 and, if appropriate, to attempt to achieve settlement in accordance with grievance
32 procedure.
33

34 7. Logging

35 In accounting for release time allotted in Sections 4 and 5 of this Article, the job
36 steward shall be required to log the utilization of his/her time as it relates to
37 grievance processing.
38

39 In investigating and processing grievances, the job steward shall be required to
40 utilize the district Affidavit of Absence form.
41

42 The form shall be provided to the job steward by his/her immediate supervisor.
43 This form shall be submitted to the immediate supervisor upon return of the job
44 steward from each individual grievance meeting. In reviewing this form with
45 his/her immediate supervisor, the job steward shall be required to account for all
46 time utilized under this provision. The immediate supervisor shall initial the form
47 upon review and keep a copy for his/her offices files.
48

49 C. Names, work sites, and telephone numbers of work sites of all employees within the unit
50 shall be provided at no cost to the Union as agreed upon by the parties to meet the
51 requirements of AB 119 (2017).

- 1
2 D. Reasonable Release Time for Negotiations: No more than five (5) negotiating team
3 employee representatives designated by the Union shall receive reasonable release
4 time from duty with no loss of pay for the purpose of attending negotiation meetings with
5 the District pursuant to this Agreement.
6
7 E. The District shall make available at all locations, Personnel Commission Rules and
8 Regulations and Board Policies for the perusal of employees in the Unit. The District
9 shall attempt to maintain said rules on a current basis.
10
11 F. Conference Attendance: The union shall have the right to send delegates of their choice
12 to the annual conference for a maximum of five (5) days without loss of compensation
13 each year. The number of delegates shall be determined on the basis of two delegates
14 for the first one hundred fifty (150) members and one delegate for each additional one
15 hundred (100) members or fraction thereof as determined by the roster of dues-paying
16 members.
17
18 G. The District shall grant a leave of absence, without loss of compensation, to a
19 reasonable number of unelected classified employees for the purpose of enabling an
20 employee to attend important organizational activities authorized by the Association in
21 accordance with Education Code Section 45210(b). Any leave of absence granted for
22 unelected Association member(s) will require a notification in writing by the Association
23 to each employee's supervisor or administrator a minimum of ten (10) work days prior to
24 the start date of the Association's activity. The notification shall state the purpose of the
25 leave and the duration of time that the employee is designated to be on the leave of
26 absence.
27
28 Compensation during the leave shall include retirement fund contributions required for
29 the school district as the employer. The employee shall earn full service credit during
30 the leave of absence and the employee shall continue to pay member contributions.
31 The maximum amount of service credit earned shall not exceed twelve (12) years.
32 The District shall be reimbursed by the Association for the released employee for all
33 compensation paid the employee on account of the leave. Reimbursement by the
34 Association shall be made within ten (10) work days after the Association has received
35 certification of payment of compensation to the employee.
36
37

38 ARTICLE VII - GRIEVANCE PROCEDURE 39

40 Definitions:

41 A grievance is a claim of any employee or C.S.E.A. concerning the interpretation or application
42 of the expressed written terms of this Agreement, which interpretation or application adversely
43 affects the employee or C.S.E.A., and which has not been resolved satisfactorily in an informal
44 manner between the employee and the immediate supervisor.
45

46 Grievant shall be defined as either the employee(s) involved or the Union.
47

48 Group Grievance:

49 Should the District and/or the Union feel that the significant characteristics of a number of
50 individual grievances or potential grievances are sufficiently alike that it would be in the best
51

interest of time to hear this group of grievances as one, it may do so under this procedure. Such consolidated grievance shall be carried through the procedure by one designated grievant.

Waiver and Time Limits:

1. Failure by management to reply to the grievance within time limits specified will grant the employee the right to process the grievance to the next level.
2. Any level of review or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. The grievant may be represented by the Union at any step in this procedure.

Release Time for Employees and Union Representatives: Grievance meetings and hearing will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee release time, including necessary travel time without loss of salary, will be provided.

Informal Grievance:

Before filing a formal grievance, the employee shall attempt to resolve the problem in a meeting with his/her immediate supervisor within twenty (20) working days of the date of the occurrence of the act or omission giving rise to the grievance. The immediate supervisor shall communicate an answer in writing to the grievant within seven (7) days after receiving the grievance.

Formal Grievance:

Step One

After receiving the written informal response from the administrator, the grievant may, within seven (7) days appeal the decision and file the grievance in writing on a District approved form. The grievance must be filed with the grievant's immediate supervisor. The written grievance shall contain a clear and concise statement of the grievance, the circumstances involved, the contract language in question, the decision rendered at the Informal Level, and the specific remedy sought.

The immediate supervisor shall communicate an answer in writing to the grievant within seven (7) days after receiving the grievance.

Step Two

If the grievant is not satisfied with the reply at Step One, the grievant may appeal the written grievance and the decision to the administrator designated by the District on the original form. The appeal shall be made within seven (7) days after receiving the Step One response.

The District shall give a written decision to the grievant within seven (7) days after receiving the appeal. Either the grievant or the District may request a personal conference to discuss the grievance. This request shall not jeopardize the time limits.

Step Three

If the grievant is not satisfied with the reply at Step Two, the grievant may appeal the decision to the Superintendent or his/her designee. The appeal shall be in writing on the original grievance form with the appropriate appeals and decisions. The appeal shall be made within seven (7) days after receiving the Step Two response.

The District shall give a written decision and the reasons therefor to the grievant within seven (7) days after receiving the appeal.

Either the grievant or the District may request a personal conference to discuss the grievance. This request shall not jeopardize the time limits.

Grievances must be processed strictly according to contract language to be valid.

ARTICLE VIII – ARBITRATION

Grievances which are not settled at Level Three (3), and which the Union desires to contest further, shall be submitted to arbitration as provided herein, but only if the Union gives written notice to the district of its desire to arbitrate the grievance within seven (7) work days after the termination of Level Three (3). It is expressly understood that the only matters which are subject to arbitration are grievances as defined in ARTICLE VII - GRIEVANCE PROCEDURE, which were processed and handled in accordance with the limitations and procedures of the grievance procedure. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable or not arbitrable.

Selection of Arbitrator

As soon as possible, and in any event, not later than ten (10) work days after the District receives the written notice of the Union's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) work days, the parties shall request a list of arbitrators from the State Conciliation Service. An arbitrator shall be selected from such list by alternate striking of names until one name remains. First strike shall be determined by lot. If the arbitrator selected indicates that he/she will not be available for hearing within a reasonable time, not exceeding sixty (60) days, the parties shall proceed to select another arbitrator.

Motions to Dismiss

If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, such a claim shall, at the option of the District, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance, with a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The District may also, at its option, and without prejudice, have such a claim heard along with the merits of the case. If the District should choose to refuse to arbitrate dispute, nothing in this section shall preclude the Union from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.

Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in respect to the alleged in the grievance. In determining whether the District has violated an express term of this Agreement, the standard of review for the arbitrator is to be

1 whether the District acted in an arbitrary, capricious, or discriminatory manner. The decision of
2 the arbitrator shall be based solely upon the evidence and arguments presented to him/her by
3 the respective parties in the presence of each other, and upon arguments presented in brief.
4 This Agreement constitutes a contract between the parties which shall be interpreted and
5 applied by the parties and by the arbitrator in the same manner as any other contract under the
6 laws of the State of California. The function and purpose of the arbitrator is to determine
7 disputed interpretation of terms actually found in this Agreement, or to determine disputed facts
8 upon which the application of the Agreement depends. The arbitrator shall therefor not have
9 authority, nor shall he/she consider it his/her function, to decide any issue not submitted, or to
10 so interpret or apply the Agreement as to change what can fairly be said to have been the intent
11 of the parties in interpreting or applying terms of this Agreement. Information submitted may be
12 relevant evidence, but shall not be used so as to justify, or result in, what is in effect a
13 modification (whether by addition or detracting) of the written terms of this Agreement. The
14 arbitrator shall not render any decision or award, or fail to render any decision or award, merely
15 because in his/her opinion such decision or award is fair or equitable. No decision rendered by
16 the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the ten-
17 day period specified in Level One of the Grievance Procedure. The arbitrator shall have no
18 power to render an award on any grievance occurring before or after the term of this
19 Agreement.

20
21 The arbitrator may hear and determine only one grievance at a time unless the District
22 expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an
23 expeditious and convenient manner cases which involve the same or similar facts and issues.

24 Arbitrator's Decision

25 The decision of the arbitrator within the limits herein prescribed, shall be binding upon the Board
26 of Education.

27 Expenses

28 All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall
29 bear the expenses of the presentation of its own case.

30 31 32 33 34 ARTICLE IX - RESTRICTION ON CONTRACTING OUT

35 During the life of this Agreement, the District agrees that it will not contract out work which is
36 customarily and routinely performed by employees in the bargaining unit. The District shall not
37 contract bargaining unit work contrary to law.

38
39 The District shall be permitted to contract out any work which cannot be accomplished with
40 regular employees.

41 42 43 44 ARTICLE X - UNIFORMS AND TOOLS

45 The cost of the purchase, lease, or rental of uniforms, protective gear, identification badges,
46 emblems, and cards required by the District shall be borne by the District. The District will
47 provide uniforms for the following classifications:
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49
50
51

- | | |
|---|---|
| 1. Assistant Network Administrator | 20. Lead Maintenance Worker |
| 2. Bus Driver | 21. Lead Operations Worker |
| 3. Chemical Applications Specialist | 22. Maintenance Carpenter |
| 4. Computer/Network Support Technician | 23. Maintenance Electrician |
| 5. Custodian | 24. Maintenance Electronics Technician |
| 6. Dispatcher/State Certified Driver Instructor | 25. Maintenance Glazier |
| 7. Equipment Mechanic | 26. Maintenance Locksmith |
| 8. Floor Maintenance Worker | 27. Maintenance Painter |
| 9. General Maintenance Worker | 28. Maintenance Welder |
| 10. Grounds Equipment Operator | 29. Network Specialist |
| 11. Grounds Team Leader | 30. P.E. & Athletic Equipment Attendant |
| 12. Groundskeeper | 31. Plant Grounds Assistant |
| 13. HVAC/Refrigeration Mechanic | 32. Pool Maintenance Worker |
| 14. Irrigation Specialist | 33. Senior Warehouse Worker |
| 15. Lead Custodian | 34. Skilled Trades Assistant |
| 16. Lead Electrical Worker | 35. Utility Worker |
| 17. Lead Equipment Mechanic | 36. Warehouse Worker |
| 18. Lead Groundskeeper | 37. Water Utilities Worker |
| 19. Lead HVAC/Refrigeration Mechanic | |

For the classifications listed above, the employees shall be allowed to wear shorts at his/her discretion, except for the classifications of Electrician and Welder. Employees in the Electrician and Welder classification shall wear the full uniform provided at all times, unless mutually agreed upon by the immediate supervisor or designee for special events. The cost of purposely damaged or lost uniforms shall be paid by the employee.

The first occasion of failure by the employee to wear the full uniform will result in a verbal warning. Any subsequent failures by the employee to wear the full uniform will result in further disciplinary action up to and including dismissal from District service and the employee will be sent home in an unpaid status until they return in the approved uniform.

When deemed necessary by the District, tools shall be provided to the employee to perform the appropriate duties assigned to a Unit II classification.

In the case where an employee must wear prescription safety glasses, the reimbursement by the District will be limited to the cost of basic frames and lenses only. The cost of any upgrades will be borne by the employee.

The District shall reimburse each employee through a voucher of up to \$120 each fiscal year for the purchase of ANSI-approved safety protective footwear with approved District vendors or by a vendor mutually agreed upon with employee and the immediate supervisor or designee. The cost of any upgrades will be borne by the employee. All Unit II employees shall wear the ANSI-approved safety protective footwear at all times. The cost of purposely damaged or lost equipment or shoes shall be paid by the employee. Shoes prematurely worn due to normal wear and tear within one fiscal year by the employee will be replaced by the District, on a one-for-one basis, when deemed necessary by the District.

Any failures by the employee to wear the ANSI-approved safety protective footwear will result in the employee being sent home in an unpaid status until the employee returns to work with the appropriate footwear. Subsequent failures to wear the ANSI-approved safety protective

1 footwear will result in further disciplinary action up to and including dismissal from District
2 service.

3 4 ARTICLE XI – HOURS AND OVERTIME

5 6 Work Day

7 Employees shall have established work days with regular starting and quitting times which shall
8 not be changed without ten (10) days notice, except in an emergency or when modified duty is
9 required. The normal work day for full-time employees will be eight (8) hours, exclusive of an
10 unpaid meal period.

11 12 Work Week

13 The normal work week shall consist of five (5) consecutive work days, normally Monday through
14 Friday, for all employees rendering service averaging four (4) hours or more per day during the
15 work week. If employees are to work on Saturday or Sunday as part of the normal work week,
16 the District will first solicit volunteers before making any Saturday or Sunday assignments. If
17 there are not sufficient volunteers, the Saturday or Sunday assignments shall be made first to
18 new hires, and then in reverse seniority order (beginning with the least senior employees). The
19 District agrees not to infringe upon an employee's religious convictions.

20 21 Call Back Time

22 Any employees called back to the district outside of their normal duty hours will be paid a
23 minimum of two (2) hours pay at time and one-half. All call backs shall be approved by the
24 Supervisor.

25 26 Meal Period

27 Each employee working six (6) or more consecutive hours shall have an uninterrupted, unpaid
28 meal period of not less than one-half (½) hour. By mutual agreement between the District and
29 the employee affected, the meal period may be extended to not longer than one (1) hour.

30
31 If an emergency exists, the employee may be assigned work activities during the regularly
32 scheduled meal period. At the end of the emergency, the employee shall resume his/her meal
33 period for the remaining portion unused at the time the emergency began.

34 35 Break Period

36 Each bargaining unit employee shall be provided a fifteen (15) minute break period for each four
37 (4) hour consecutive period worked at times approved by the immediate supervisor. To the
38 extent practicable, break periods shall not occur during the first or last hour of the work day.
39 Break periods are a part of the regular work day and shall be compensated at the regular rate of
40 pay for the employee. Break periods shall not be accumulated for any purpose. If for any reason
41 the employee's break period is interrupted and the employee is required to perform duties, the
42 employee shall be allowed a new, uninterrupted break period immediately following completion
43 of the required task.

44 45 Overtime

46 Overtime is defined as authorized working time in excess of eight (8) hours in one day, or forty
47 (40) hours in one (1) week.

48
49 Paid holidays and paid days of leave will be considered as basic days worked for the purpose of
50 computing overtime. Unpaid personal time off is not included in overtime compensation.
51

Compensation for Overtime

- A. An employee who works authorized overtime shall be paid or receive time off at a rate of one and one-half (1-½) times the amount of overtime worked. A regular employee must be paid not less than one and one-half (1-½) times his/her regular rate of pay for all hours worked after forty (40) hours.
- B. Compensatory time off may be taken as time off in units of two (2) hours or more with approval of the responsible administrator within three (3) calendar months following the month in which the overtime was worked, and without impairing the service to the employing district or longer with mutual consent of the employee.

Distribution of Overtime

A. Project and Emergency Overtime

Overtime will be distributed according to District need and operational efficiency to qualified employees of the given operational unit who have requested overtime assignments. If there are no employees available who have requested overtime assignments, the District shall assign the bargaining unit employees on a rotational basis as needed.

B. Permit Overtime

Permit Overtime is overtime available due to the filing of a Facilities Use Permit with the District.

The Permit Overtime Roster shall be maintained by the Operations Department. The Permit Overtime Roster shall be provided to the Unit II President upon request.

Qualification for Permit Overtime

The employee must have the following criteria to be considered for Permit Overtime:

1. Submitted a request for Permit Overtime on the appropriate District form.
2. Has not received a suspension or demotion in the past calendar year.
3. Must be approved by the Classified Human Resources Office to work in the requested classification.

Enrollment Period

On January 1st and July 1st of every year, the Permit Overtime Roster shall be supplemented by eligible employees who request to receive Permit Overtime. New additions to the current Permit Overtime Roster will be grouped and prioritized by District seniority and added to the bottom of the current Permit Overtime Roster. Seniority defined in this section shall be determined among unit members by the length of time they have held regular status with the District, minus unpaid breaks in employment. Seniority within classification continues to accrue in lower classes held after employee promotes to higher classifications.

Assignment of Permit Overtime

Effective July 1, 2014, only the first offer for Permit Overtime shall be given to the unit member(s) currently assigned to the site on which the work is to be performed. All subsequent assignments of Permit Overtime will be assigned according to the Permit Overtime Roster.

1 Permit Overtime work shall be offered to unit members in the job classification which
2 normally perform the types of work to be done in the order the permits were received. All
3 permits shall be date and time stamped by the District immediately upon receipt. As
4 Permit Overtime work becomes available, it shall be offered to the first unit member on
5 the roster via email and by a phone call by the District supervisor or designee using the
6 District-issued email address and by the phone number submitted by the employee on
7 the Permit Overtime Roster application. The nature of the work shall be made known to
8 the employee at the time of the offer. If the employee is absent due to illness on the
9 Friday before they are to work a permit overtime assignment they already accepted, the
10 employee will be deemed "unavailable", and the next employee will be selected through
11 the permit overtime software. Unit members may accept or reject the assignment within
12 four (4) hours from the time the unit member is notified of the assignment. Whether
13 he/she accepts or rejects, his/her name shall be rotated to the bottom of the roster and
14 the other names rotated upward. If an assignment is rejected by all the unit members on
15 the roster, it shall be offered to a unit member in a related job classification who is
16 qualified to perform the work. If there are no unit members available who have requested
17 overtime assignment, the District shall assign the bargaining unit employees on a
18 rotational basis as needed.

19 20 Equipment and Landscape Crew

- 21 1. The equipment crew shall continue to work a ten (10) hours-per-day, four (4) days-per-
22 week work schedule. The landscape crew shall work an eight (8) hours-per-day, five (5)
23 days-per-week work schedule. These work weeks shall be considered as regular
24 permanent schedules.
- 25
26 2. Employees working in the equipment and landscape crew may request to transfer from
27 their current work week and crew, to the other work week and crew. Transfer requests
28 may be submitted each year no later than June 1st to be effective July 1st or as agreed
29 upon by the employees involved. In the event transfer requests cannot be granted on a
30 volunteer basis, employees' transfer requests shall be granted based on seniority. The
31 employee requesting the transfer shall be entitled to bump a less senior employee
32 (working a different crew/work week) within the employee's classification.
- 33
34 3. The District agrees to meet annually and consult concerning a holiday schedule upon
35 adoption of a new District calendar for the equipment crew working a ten (10) hour, four
36 (4) day work week.

37 38 Reclassification

39 Prior to implementation of any reclassification study made by the District, the District shall
40 consult with the bargaining unit.

41 42 Working Out of Classification

43 The District shall not work employees out of classification for less than five (5) days without out-
44 of-class pay, more than one (1) time in any one (1) fiscal year. In instances of long-term
45 absence (other than vacation) for any Unit II position where a substitute is normally provided,
46 and where it is known in advance an employee will be out five (5) days or more, a qualified
47 District employee shall work out-of-classification in the position of the absent employee from the
48 first day of absence. A substitute employee shall then be employed for the lower-level
49 classification.

ARTICLE XII – TRANSPORTATION

Seniority

Seniority will be by hire date as a regular driver excluding leave of absence without pay. Seniority for two (2) people hired on the same day shall be by hire date as a substitute.

Buses and Routes: Assignments and Reassignments

Bidding routes and shall be by seniority using the bidding process. Buses shall be appropriate to the route bid. The driver with the greatest seniority shall select his/her route first, and the process shall proceed in descending order until all routes are taken. The District shall notify all drivers by mail of date, time, and place of bidding at least five (5) days prior to the day of the bid. The route board shall be complete and made available to drivers for review twenty-four (24) hours prior to beginning of bidding. Any additional regular run not on the bid board on the day of bidding, or which becomes available at times other than at the annual bid due to resignation, prolonged sick leave, or leave of absence, shall be offered to drivers within twenty (20) working days on the basis of seniority, but shall not increase a drivers' run to more than eight (8) hours per day. In the event a driver cannot be present at the time of bidding, he/she may submit a written bid, or designate a C.S.E.A. member to bid for him/her.

1. Drivers reporting back to work in August shall be assigned the same route as they had the previous June.
2. Thereafter, routes shall be bid the second Monday of October.
3. Any changes prior to the bidding process shall be assigned by the Transportation Supervisor in accordance with this article.

Once a route has been bid, it will establish the driver's work time for the year to the nearest advanced one-half ($\frac{1}{2}$) hour. If a route becomes shorter, the driver will be assigned work in the Transportation Department to maintain the established time until additional route time becomes available to restore the driver's original bid time. A route may increase in time due to the addition of students. Established route daily hours will be posted in the Driver's Ready Room.

All bid routes shall be at least four (4) hours. Routes shall be written to give as much time as possible, not to exceed eight (8) hours. Midday runs shall be paid at not less than one (1) hour, regardless of whether they continue from or into the next run. If there is less than one (1) hour between runs, drivers will be paid through, providing the drivers report to the supervisor for extra work. If not, drivers will be deducted that time. Additional middays, therapy and ROP runs added after the annual bid will be distributed by daily route time and bus capacity.

Bus route information for bidding shall include:

1. Bus number
2. School serviced
3. Approximate daily route time to nearest advanced one-half ($\frac{1}{2}$) hour.
4. Number of wheelchairs (if any)
5. If attendant is required

Field Trips: Assignments and Reassignments

All field trips are separate from daily runs. Field trips are to be logged when they are received and readily available for drivers to see. Weekday field trip time will be separate from weekend/holiday trips for Equalization purpose, and will be posted on a weekly basis. All trips for the following week (beginning Tuesday) will be posted by 11:00 a.m. on Monday. Drivers names are to be added the following Monday. Drivers turning down trips will sign, date, and

note time and will be charged the time as if the trip was taken. If less than 24 hours' notice is given for a trip, the driver will not be charged the time turned down. Every effort shall be made to keep trip time and overtime hours equal. A driver who has turned down a trip or a midday that is part of his/her regular assignment, will not be given extra work for that day. Every effort shall be made to equalize weekday and weekend trips.

Holiday, weekend, winter and Spring break work shall be offered by seniority rotation and no time will be charged for this week.

To be eligible for Saturday and Sunday trips, a driver must be at work and work his/her regular assigned runs the last working day preceding the trip, or it will be reassigned. Exception will be made for vacation, holiday trips, and Jury Duty. No substitute driver will be used when a regular driver is available and every effort will be made to contact a regular driver at any time of the year. Summer work will be offered by seniority.

Start Up/Clean Up/Fuel Time

Bus drivers shall receive one fifteen (15) minute period prior to the first run of the day to check out the bus, and one fifteen (15) minute period for clean-up time. Twenty-five (25) minutes will be allowed for inspection of buses with air brakes. Fifteen (15) minutes, or a reasonable amount of time, will be allowed when a driver is required to fuel a bus. Time of fueling may be assigned by the Transportation Supervisor.

Overtime

- A. Overtime compensation for drivers who work in excess of eight (8) hours per day or forty (40) hours per week shall be equal to time and one-half the regular rate of pay.
- B. Saturday, Sunday, and holiday assignments are considered overtime when the driver is assigned and working his/her regular bid run, and shall be compensated at the appropriate overtime rate of pay.
- C. Available office work will be offered equally in rotation to employees who possess a State of California Department of Education School Bus Driver Instructor's Certificate or Behind-The-Wheel Driver Trainer Certificate.

Stand-by Time

- A. Bus drivers on extra trips, including but not limited to athletic events, field trips, and curricular trips, who are required to remain on stand-by for the duration of the event for which the extra trip is made, shall be paid for all stand-by hours at their regular rate of pay.

Whenever any combination of driving time and stand-by hours exceeds eight (8) hours in any workday, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular rate of pay.

- B. Drivers shall be notified of any trip cancellation by the district at least one (1) hour prior to the time the driver is required to report to the bus yard for his/her bus. If the driver is not notified and the bus run is canceled, the driver shall receive a minimum of three (3) hours pay at straight time during the week; and, when the driver is assigned and working a regular bid run, at time and one-half on Saturdays, Sundays, and holidays.
- C. For field trips during school vacation periods (winter recess, spring recess, etc.) a driver assigned to duty shall be paid three (3) hours, or all hours worked, whichever is greater.

Other Provisions

On any school day during which pupils would otherwise be in attendance but are not, and for which certificated personnel receive regular pay, bus drivers shall receive their regular pay. They shall have the option of reporting for work, or using appropriate leave.

Weekly Bus Cleaning

Regular drivers will be responsible for cleaning the bus. If that driver is unable to clean the bus, a driver will be assigned to clean the bus. The cleaning day of each bus will be assigned by the Transportation Supervisor on a weekly basis. The following times will be granted for cleaning each bus:

<u>Bus Length:</u>	<u>Bus Cleaning Time:</u>
20' to 27'	1.0 hour
28' to 33'	1.5 hours
40'	2.0 hours

In-service

The Transportation Department shall have one eight (8) hour, or two four (4) hour paid in-service workshops per year.

C.S.E.A.

No C.S.E.A. officer shall be assigned a trip that will conflict with C.S.E.A. meetings, unless no other driver is available.

New Drivers

Regular bus drivers who are employed during the year shall have their names added to the trip list and given the average amount of hours computed for all drivers.

Uniforms

The District shall provide uniforms for bus drivers. Laundry and/or dry cleaning shall be the responsibility of the bus driver.

ARTICLE XIII - LABOR/MANAGEMENT MEETINGS

C.S.E.A. representatives and the District shall meet on a regular basis for the purpose of addressing issues and concerns that impact the bargaining unit.

ARTICLE XIV – HOLIDAYS

All classified employees shall be entitled to the following holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

Independence Day	Christmas Day
Labor Day	New Year's Day
Admission Day	Martin Luther King, Jr. Day
Veteran's Day	Lincoln's Day
Wednesday before Thanksgiving	Washington's Day
Thanksgiving Day	Memorial Day
Friday following Thanksgiving	

In addition to the above holidays, every day appointed by the President or the Governor of this State as provided for a public fast, thanksgiving, or holiday, or any day declared a holiday covered by code which the Board specified to be a holiday for classified employees. When a holiday falls on a Saturday, the preceding work day shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day shall be deemed to be that holiday.

ARTICLE XV – 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 major portion thereof. Major portion of the month, as used herein, is defined as in excess of fifteen (15) 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 these 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-Mo. Employee	11-Mo. Employee	10-Mo. Employee	Additional Days Per Year
6	1/12 dpm*	1/11dpm*	1/12 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	7/12dpm*	7/11 dpm*	7/10 dpm*	7
13	2/3 dpm*	8/11 dpm*	4/5 dpm*	8

*days per month

Earned vacation accumulated on the employee's anniversary date must be taken during the following twelve (12) months. 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 vacation by the end of the first pay period after the excess accumulation, the Department shall inform the employee of 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.

Employees may be permitted to take earned vacation within the same calendar year in which it is earned with the approval of the District. For the efficiency of the District operation, an employee may be required to accept monetary compensation in lieu of paid vacation leave. Vacation leave shall be approved by the District in increments of four (4) hours or more. Part-time employees will take vacation in increments of at least one hour. Once the supervisor with the authority to approve or deny receive the vacation request (absence affidavit), the supervisor has five (5) days to reply in writing whether request is approved or denied. If no written response is made by the eighth (8) day, the request will be considered approved. The District reserves the right to rescind approved vacation due to emergency as defined in Article IV.

1 Vacation leave shall be requested by an employee and approved by the supervisor a maximum
2 of six (6) months in advance or upon mutual agreement between the supervisor and the
3 employee. Effort shall be made to enable vacation to be taken at times mutually convenient to
4 the employee and the District, consistent with the needs of the service and the workload of the
5 department. Should the employee not agree with the decision of the supervisor regarding
6 his/her vacation, he/she may appeal to the next level of supervision. Vacation requests shall not
7 be unreasonably denied. If the vacation requests of two (2) or more employees in the same
8 classification conflict, the decision will be made by the supervisor who will consider the needs of
9 the District and the preference of the employees. The employee with greater District seniority
10 will be given preference, but seniority is not a guarantee approval.

11
12 The salary at which vacation is paid shall be the employee's current salary rate. An employee
13 whose vacation is earned and begun under a given status shall suffer no loss of earned
14 vacation salary by reason of subsequent changes in conditions of employment.
15 Upon separation from the service, a permanent employee shall be paid for his/her last regular
16 assignment. No pay for accumulated vacation shall be paid to employees whose employment is
17 terminated prior to completion of the probationary period.

18
19 An employee may be granted vacation during the fiscal year even though not earned at the time
20 the vacation is taken. The vacation must be approved by the supervisor and if the employee is
21 on probation and does not pass probation, then the vacation will be deducted from the final
22 paycheck. If a permanent employee takes vacation and separates from the District prior to
23 having earned the vacation, then the unearned vacation shall be deducted from the final
24 paycheck.

25
26 A regular classified employee may revert to leave of absence for illness or injury if the employee
27 suffers an incapacitating personal illness or injury while on authorized paid vacation. Such
28 request shall be verified in writing by the attending physician and accompany the request for
29 change in status.

30
31 A permanent employee shall be permitted to interrupt or terminate vacation leave in order to
32 begin bereavement leave.

33 34 35 ARTICLE XVI – PAID SICK LEAVE

36
37 Sick leave is the authorized absence of an employee because of illness or injury or exposure to
38 contagious disease.

39
40 A regular classified employee (probationary and permanent) shall earn paid sick leave in
41 accordance with the provisions of Education Code section 45191. Unused sick leave may be
42 accumulated without limit. At the beginning of each fiscal year, the sick leave "bank" of the
43 employee shall be increased by the number of days of paid sick leave which he/she would
44 normally earn in the ensuing fiscal year. An employee's sick leave "bank" shall be adjusted if a
45 change of assignment alters the amount of sick leave earnable. Sick leave may be taken at any
46 time; provided that employees with probationary status may use only (6) days of paid sick leave
47 during their initial probationary period.

48
49 Pay for any day of sick leave shall be the same pay the employee would have received if he/she
50 had worked that day.
51

1 In order to receive compensation while absent on sick leave, the employee must notify his/her
2 supervisor of his/her absence prior to the first working hour of each day absent, unless
3 conditions make notification unreasonable. The burden of proof of unreasonable conditions shall
4 be upon the employee. After exhaustion of paid sick leave and prior to using the one hundred
5 (100) days of one-half (½) pay, an employee who is ill or injured will use accumulated vacation
6 and compensatory time to avoid leave without pay.
7

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

14 The Board of Education or designee, upon probable cause (i.e. prior notification of attendance
15 issues within the last two years), reserves the right to require an employee to furnish proper
16 proof of cause of absence when called upon to do so for absences of five (5) days or less. An
17 affidavit of absence, signed by the employee's physician, is required for absence of six (6) days
18 or more. Such notification should be submitted to the immediate supervisor upon return to duty.
19 He/she in turn will forward the information to the Personnel Office.
20

21 In addition to current and accumulated sick leave, all unit members shall be entitled to not more
22 than one hundred (100) days of sick leave at fifty percent (50%) of the employee's regular
23 salary. The one hundred (100) days shall not be used until all current and accumulated sick
24 leave is exhausted. In order for an employee to utilize these 100 days at 50% pay, the
25 employee must provide documentation from a doctor that excuses the employee from work.
26 These benefits shall only be utilized for the employee's illness or medical condition.
27

28 Termination of Sick Leave

29 An employee who has been placed on paid or unpaid sick leave may return to duty at any time
30 during the leave, provided that he/she is able to resume the assigned duties, and if the leave
31 has been for more than twenty (20) working days, provided that he/she has notified the District
32 of his/her return at least three (3) working days in advance. If at the conclusion of all sick leave
33 and additional leave, paid or unpaid, granted under these rules, the employee is still unable to
34 assume the duties of his/her position, he/she will be placed on a reemployment list for a period
35 of thirty-nine (39) months in the same manner as if he/she were laid off for lack of work or lack
36 of funds.
37

38 Sick Leave Bank

39 Purpose: To assist at regular permanent classified employees that earn sick leave from the
40 school district, but who have suffered a non-industrial injury or illness of a disabling nature, the
41 absence from which has caused them to have exhausted all available paid leave (see exception
42 under "Criteria for qualification"). The intent is to allow classified employees time to be restored
43 to health and return to work.
44

45 Donations: Once a year, or more often if needed, donations will be requested to be made to the
46 bank. Donations may be made to benefit specific individuals at any time of the year, whether or
47 not through formal solicitation. Days donated to the bank are **NOT REFUNDABLE**, whether
48 made for a general solicitation or for a specific individual.
49

50 Donors must maintain seventy percent (70%) of their accrued sick leave, but no less than ten
51 (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 be posted for use during the month received. Approved donations received after the 20th will be posted for use during the following month.

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

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

Requestor must have exhausted all paid leaves, with the exception of fifty percent (50%) paid days. The Sick Leave Bank Committee will review the employee's request along with the submitted medical information, will make a determination, and will notify the requesting employee as quickly as possible as to the committee's decision. No assurance is implied. The maximum days allowed will be fifty (50) days, or if fewer than fifty (50) days remain in the sick leave bank, fifty percent (50%) of the total days in the bank, at the discretion of the Sick Leave Bank Committee. Granting of days is subject to availability.

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

Days donated specifically for an individual will be used prior to general donations in sick leave bank, if any. If the employee returns to work and had a reoccurrence of the same or related catastrophic illness or injury during the initial twelve month period, the employee may use the remaining donated days. After one year, the employee may request from the Sick Leave Bank committee and extension for any remaining days, up to one additional year. Donated days may be used only for the specified illness or injury. Unless an extension has been requested and approved, any remaining unused days will revert to the Sick Leave Bank after twelve months from the date advanced to the employee. The employee may reapply for additional days after one year from the date days are initially donated.

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

ARTICLE XVII – PERSONAL NECESSITY AND PERSONAL BUSINESS LEAVE

A regular full-time or part-time employee 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 per school year, for the following purposes:

(A) Death or illness of a member of his/her immediate family as defined in Article IV.

- (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. In situations where the 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.
- (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:
1. Routine personal business
 2. Vacation, recreation, or social activities
 3. Employee organization activities
 4. Political activities or demonstrations
 5. Work stoppage and other concerted activities

An employee using personal necessity leave shall submit the absence verification form certifying in writing the reason that the employee is using personal necessity leave for a purpose provided for in this article, Sections A-H. An employee shall give his/her immediate supervisor advance notice of personal necessity leave whenever 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 XVII, Sections A-H.

Personal Business Leave

Employees shall be eligible to use up to three (3) days of unrestricted personal business leave per each 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.

ARTICLE XVIII – JURY DUTY AND WITNESS LEAVE

Leave of absence for jury service shall be granted to any employee who has been officially summoned to jury duty in local, state, or federal courts. Leave shall be granted for the time that an employee is actually reporting to court for jury duty. Upon receipt by the District of the subpoena of the court or the "Certificate of Jury Service," the employee shall receive full pay while on leave provided that he/she deposits his/her fees for service, other than mileage with the district. Employees assigned to "B" and "C" shift shall be reassigned to "A" day shift when on jury duty without loss of pay.

1 Leave of absence to serve as a witness in a court case shall be granted an employee when
2 he/she has been served a subpoena to appear as a witness, not as a litigant in the case. The
3 length of the leave granted shall be for the number of days in attendance in court as certified by
4 the Clerk or other authorized officer of the court. The employee shall receive full pay during the
5 leave period, provided that the witness fees, other than mileage, be assigned to and the
6 subpoena or the court certification is filed with the school district. Request for leave of absence
7 to serve as a witness should be made by presenting the official court summons to the Personnel
8 Director. Employees who have received leave of absence under this Article shall be available
9 for work during regular work hours when his/her presence is not required in court.

10 11 ARTICLE XIX – BEREAVEMENT LEAVE

12
13 Probationary and permanent employees in the classified service shall be allowed regular pay for
14 not more than three (3) eight (8) hour days when absent due to the death of any member of
15 his/her immediate family as defined in Article IV. Bereavement leave with pay shall be extended
16 to a maximum of five (5) days when proof/reasonable verification of travel beyond a two-
17 hundred mile (200) radius or out of state is necessary in connection with the bereavement.
18 Verification includes, but is not limited to original receipts for fuel, lodging, tickets, etc.

19
20 Those probationary and permanent employees who are allocated a permanent work schedule of
21 working ten (10) hours per day, forty (40) hours per week, may use days of bereavement leave
22 as defined in this Article at a daily rate of 10 hours per day. This 10-hour daily rate for
23 bereavement leave does not apply to those employees working a temporary, summer school, or
24 Extended School Year (ESY) schedule that assigns a work schedule of ten (10) hours per day,
25 forty (40) hours per week.

26
27 In cases of suspected abuse, management reserves the right to request the employee to
28 provide written verification that the absence was due to a death of any member of his/her
29 immediate family (as defined in Article IV).

30 31 32 ARTICLE XX – ABSENCE FOR EXAMINATION

33 34 Examination Regarding Employment

35 Every employee shall be permitted to be absent from duty during working hours in order to take
36 any examination for promotion in the District without deduction of pay or other penalty, provided
37 that two (2) days' notice is given to the immediate supervisor.

38 39 Physical Examinations

40 Bus drivers shall be allowed three (3) hours off for the purpose of obtaining their biennial
41 physical exam without deduction of pay or other penalty.

42
43 If the District requires that an employee receive a physical examination (exclusive of an
44 examination required for a return from illness leave) the examination will be take on District
45 time.

46 47 48 ARTICLE XXI – LEAVE FOR VOTING

49
50 Consideration of time off for purposes of voting shall be determined by the provisions of the
51 State Education Code law.

ARTICLE XXII – LEAVE OF ABSENCE WITHOUT PAY

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

- A. Leave of absence without pay may be granted if not to exceed six (6) months. The Board may renew the leave of absence for two (2) additional six (6) month periods or such lesser leave periods that it may provide, not to exceed a total of eighteen (18) months. Leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corps and Vista may be granted for a period not to exceed twenty-four (24) months.
- B. The granting of leave of absence without pay gives to the employee the right to return to former position at the expiration of the leave of absence, provided that employee is physically, mentally, and legally capable of performing the duties. The position may be filled only for the duration of the leave.
- C. If time is requested away from a position for a period of less than two (2) weeks, the employee need not apply for a leave of absence. Employees should make arrangements with the department supervisor and obtain prior approval. Time off without pay will be requested in increments of two (2) hours or more.
- D. If a permanent employee secures employment from another employer while on leave, the leave is automatically canceled and the employee is considered to have resigned his/her position with the District.
- E. Family Medical Leave Act requests shall be available for a maximum of twelve (12) weeks in a 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, or step child, 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 a 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 service and have worked a minimum of 1,250 hours in 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 may apply for an additional twelve (12) weeks of unpaid family care leave under the provision 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.

ARTICLE XXIII - MATERNITY LEAVE AND CHILD BONDING LEAVE

- A. A female employee whose employment status with the District is termed permanent may be eligible to apply for maternity leave.
- B. The effective date of the maternity leave shall be determined by the employee and her supervisor. A statement from the physician verifying the pregnancy and estimating the expected date of birth must accompany the request for leave. Such request for leave must be submitted to the Personnel Office at least four (4) months prior to expected date of confinement.
- C. A physician's statement recommending continued service without restrictions may be requested by personnel if the employee's ability to perform normal duties becomes a concern to the district before the effective confinement date.
- D. A physician's statement recommending the employee's return to service without restrictions shall be submitted to the Personnel office prior to her returning to work.
- E. Maternity leave shall be limited to one (1) year.

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 (1) child bonding leave within a 12-month period. This leave must be used within one (1) 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 XXIV - HEALTH LEAVE

A request may be made for a leave of absence for reason of recuperation from illness or injury provided the employee has permanent status with the District. The request should pertain to that amount of time required to be absent from the position beyond sick leave earned and vacation time accrued.

A Change in Employment Status form must be submitted by the employee to the department supervisor for approval, after which the request is forwarded to the Personnel Department of Classified Services for processing.

Written evidence of illness must be obtained from the attending physician, chiropractor, or surgeon, and submitted together with the request. When returning from a leave of absence for health reasons, the employee will be required to obtain a health clearance for normal duties from attending physician, chiropractor, or surgeon. The clearance must be submitted to the Personnel Department of Classified Services.

ARTICLE XXV - INDUSTRIAL ACCIDENT AND INDUSTRIAL ILLNESS LEAVE

Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043, 45192, and this rule.

1 Employees may seek treatment through their own physicians provided the Medical Treatment
2 Request form has been completed and filed with Classified Personnel Office before the injury
3 has occurred.
4

5 An employee in the classified service who is absent from duty because of an illness or injury
6 occurring on or after the effective date of this agreement, defined as an industrial accident or
7 industrial illness under provisions of the Workers' Compensation Insurance Law, shall be
8 granted industrial accident leave for each such accident or illness while receiving temporary
9 disability benefits from Workers' Compensation.
10

11 Temporary disability benefits shall consist of two-thirds (2/3) of the employee's base pay rate,
12 and is not taxable.
13

14 In addition, if the employee has served continuously with the district for a period of two (2) years
15 or more, the employee shall receive, from the first day of absence to and including the last day
16 of absence resulting from each separate industrial illness or industrial injury, a paid industrial
17 accident leave for not more than sixty (60) working days. The requirement that employees have
18 served continuously for a period of two (2) years will be applied to individuals employed after the
19 effective date of this agreement.
20

21 Paid industrial accident leave shall be reduced by one (1) day for each day of authorized
22 absence regardless of the temporary disability allowance made under Workers' Compensation.
23 Days absent while on paid industrial accident leave shall not be deducted from the number of
24 days of paid illness leave to which an employee may be entitled. If the employee is still unable
25 to return to duty after exhausting paid industrial accident leave, the employee shall be placed on
26 paid illness leave if he/she is eligible therefor. Accumulated illness leave will be reduced only in
27 the amount necessary to provide a full day's wages or salary, as indicated in the employee's
28 assignment, when added to compensation without penalties from the Workers' Compensation
29 Insurance Fund. After all paid illness leave has been exhausted following a paid industrial
30 accident leave, an employee shall receive pay from accrued vacation, earned compensatory
31 time, or other earned leave to the extent necessary to make up the employee's regular salary
32 when receiving a temporary disability allowance without penalties from the Workers'
33 Compensation Insurance Fund.
34

35 After the expiration of all paid leave privileges, the Board of Education may place the employee
36 on an industrial accident leave without pay. The total time of all leave benefits provided under
37 this rule, including unpaid industrial accident leave, shall not exceed thirty-six (36) months for
38 any one (1) industrial accident or industrial illness. Upon return to service from paid or unpaid
39 leave resulting from an industrial accident or industrial illness, an employee shall be assigned to
40 a position in his/her former class ahead of any employee with a lesser amount of seniority. If no
41 vacancy exists in his/her former class, he/she may displace the most recently appointed
42 employee in the class with less seniority. If an employee's former class has ceased to exist, the
43 employee may be reassigned or placed on a suitable reemployment list.
44

45 An employee returning from such paid or unpaid leave of absence shall not have any loss or
46 gain in status or benefit other than that which is specifically provided in applicable provisions of
47 the Education Code and Personnel Commission Rules and Regulations. An employee shall
48 continue to receive seniority credit for all purposes while on such a paid or unpaid leave of
49 absence.
50
51

1 When all paid or unpaid leaves of absence have been exhausted following an industrial accident
2 or industrial illness, the employee's name shall be placed on the reemployment list for the class
3 from which the employee was on leave for a period not to exceed thirty-nine (39) months. An
4 employee who fails to accept an appropriate assignment after being medically approved
5 therefor shall be removed from the reemployment list. Appropriate assignment is defined as an
6 assignment to the employee's former class, in his/her former status and time basis and in
7 assignment areas in which the employee has made him/herself available.
8

9 When an employee is on any paid leave resulting from an industrial accident or industrial illness,
10 the employee's salary paid by the District shall not, when added to normal temporary disability
11 allowance award without penalties granted the employee under State Workers' Compensation
12 Insurance laws, exceed the employee's regular salary.
13

14 A permanent employee's regular salary is computed on the basis of the number of hours and
15 days in his/her basic daily assignment. An employee who is not permanent shall have his/her
16 regular salary computed on the basis of the average number of hours worked each month in
17 which the employee was in paid status during the preceding six (6) months. During all paid
18 leaves resulting from an industrial accident or industrial illness, the employee shall endorse to
19 the District all wage-loss benefits checks received under State Workers' Compensation laws.
20 The District shall issue to the employee appropriate warrants for payment of wages, loss of
21 benefits, salary, and/or leave benefits and shall deduct normal retirement and other authorized
22 contributions. Final allowance for permanent industrial disability settlements shall not be subject
23 to remittance to the District under this rule.
24

25 When returning from a leave of absence for industrial accident or industrial illness, the
26 employee will be required to obtain a health clearance for normal duties from his/her attending
27 physician or surgeon. The District may require the employee to undergo an exam paid for by the
28 District by a physician selected by the District for the purpose of verifying that the employee is fit
29 for duty. Should the two physicians disagree, a third physician selected from the qualified
30 medical examiner's list and selected by the employee will examine the employee at the District's
31 expense, whose decision will be final and binding.
32

33 ARTICLE XXVI – TRANSFER OR REASSIGNMENT 34

35 Definition: Change of job site within the same position classification under the direction of a
36 different supervisor.
37

38 Procedure for Transfer

39 When an existing position becomes vacant or a new position is created, current employees who
40 submitted a transfer request will be interviewed along with all reachable candidates from the
41 eligibility list.
42

43 Criteria for Transfer

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

- 45 A. The needs, goals, and efficient operation of the District.
- 46 B. The qualifications including the experience and recent training of the staff member,
47 compared to those of other candidates, for both the position to be filled and the position
48 to be vacated.
- 49 C. The recommendation of the immediate supervisor to whom the employee is currently
50 responsible.
- 51 D. The preference of the employee.

- E. The length and quality of the service rendered to the District by the employee.
- F. When considering these criteria, the District shall not be arbitrary, capricious, or discriminatory.
- G. The employee has received a performance evaluation in the past two (2) years that has an overall rating of "Average" or "3" or higher.

Employee-Initiated Transfer/Reassignment Requests

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

- A. The employee must submit a request for transfer/reassignment on the appropriate District form. Properly filed transfer/reassignment requests shall be given administrative consideration and shall be valid for one (1) year from the date submitted to Classified Personnel Office.
- B. The filing of a request for transfer/reassignment is without prejudice to the employee and shall not jeopardize the present assignment. A request for transfer/reassignment may be withdrawn by the employee in writing at any time prior to official notification of transfer approval.

Employer-Initiated Transfer or Reassignment

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

- A. Improved efficiency of the District
- B. A change of enrollment or workload necessitating transfer of classified staff
- C. To balance the work force

An employee who is being transferred/reassigned administratively shall be entitled to consultation with the responsible administrator in order to discuss the reasons for the transfer/reassignment and to provide an opportunity for the administrator to hear and consider the employee's view on the matter. The employee shall be represented by the Union at this consultation if the employee so requests. No employee shall be administratively transferred/reassigned for punitive reasons or reprisal for the exercise of any right provided by this Agreement or applicable law. The transferred/reassigned employee has the right to appeal the decision to the Director, Classified Human Resources.

ARTICLE XXVII – PROCEDURES FOR EVALUATION

- A. No bargaining unit member shall be involved in the evaluation process of another bargaining unit member, or be required to provide any administrator with information relative to another bargaining unit member's performance. Those bargaining unit members holding lead positions can contribute information to assist managers/administrators with efficient and effective management of the District.
- B. Regular probationary employees shall receive at least two (2) formal written performance ratings on District-approved forms during the probationary period. Normally these ratings shall be completed at the end of the third (3rd) and fifth (5th) months of service.
- C. Regular permanent employees shall receive at least one (1) formal written performance rating on District-approved forms every other year. Normally these ratings shall be completed by the end of each employee anniversary date. A permanent employee may

be evaluated by his/her immediate supervisor at any other time if exemplary or unsatisfactory service is performed.

- D. The rating forms described herein shall be completed and signed by the employee's immediate supervisor and may be reviewed and signed by the administrator to whom the immediate supervisor is responsible.
- E. The rating form shall contain an appraisal of the employee's performance, and, as appropriate, commendations or specific suggestions for improvements of the employee's performance. Evaluations shall be based on observations, anecdotal records, and reports. No evaluation shall be based on derogatory materials in the employee's personnel file unless the employee has been given sufficient prior notice of same, an opportunity to review and comment upon it, and has such comments attached to the materials.
- F. The employee shall acknowledge that he/she has read such material by affixing his/her manual signature on the rating form with the understanding that such signature merely signifies that he/she has read the rating and received a copy, but does not necessarily indicate agreement with the contents. The employee may attach a written response to the performance evaluations. Such written response by the employee shall be transmitted through the administrator to whom the immediate supervisor is responsible prior to placement in the employee's personnel file.
- G. Evaluations shall be based on the employee's performance for the entire evaluation period and shall not be based solely on one incident or occurrence.
- H. An employee shall be provided a copy of all adverse written materials prior to or at the time they are placed in his/her personnel file. The employee shall have the right to sign or initial any such adverse material and prepare a written response which shall be attached to the material. Upon reasonable prior notice, an employee shall have the right to inspect his/her personnel file during the normal office hours of the Personnel Service without loss of pay. The employee's Union representative shall have the right, with the written consent of the employee, to inspect the employee's personnel file.
- I. Prior to the imposition of disciplinary action against an employee that may result in suspension, demotion, or dismissal, the responsible administrator shall advise the employee that such action may be taken and a meeting will be held to discuss the matter, at which time the employee shall be entitled to be accompanied by a Union representative, if requested by the employee. Non-availability of the employee or representative for more than a reasonable time shall not delay appropriate action, if any. This right shall not extend to routine conferences, or any other meetings, or to any conferences conducted under the evaluation procedures of this Article. The right also shall not extend to suspension, demotions, or dismissals made prior to Board action, approved by the Superintendent.

ARTICLE XXVIII – SAFETY

District Compliance

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

1 responsible for complying with District safety standards, including accident and safety reports,
2 and for practicing basic safety measures. Unit members shall report to their immediate
3 supervisor, preferably in writing, suspected unsafe conditions. The District shall investigate all
4 reports of suspected unsafe conditions, and shall take necessary steps to correct conditions
5 identified as being unsafe. All written reports submitted to the District shall be responded to
6 within five (5) days. The intent of this section is to provide timely resolution of a safety
7 disagreement. The Union will encourage employees to maintain safe working conditions and to
8 improve the cleanliness of all departments, machinery, equipment, and facilities used by the
9 employees so that the safety of all workers may be assured.

10
11 The District may form safety committees, either at individual work locations or district-wide, in
12 order to promote and encourage safety awareness and accident prevention through the
13 exchange of information among employee representatives. The bargaining unit shall have the
14 right to have an employee representative on such committees. Unit members are encouraged to
15 report any real or potentially unsafe conditions to their safety committee representatives. The
16 Safety Committee shall inform the District of safety hazards so that they can be corrected.
17 Should an emergency arise, the District emergency plan will be executed. When all of the
18 emergency tasks have been completed, and the needs of the students have been satisfied,
19 employees may be dismissed by the responsible administrator.

20
21 The District reserves the right to conduct drug and alcohol testing under the following criteria:

- 22 a. Post-offer of employment;
23 b. Subsequent to accident involving an employee;
24 c. For reasonable suspicion;
25 d. For all employees mandated by State and Federal regulations.

26 The Unit and the District further agree to a zero-tolerance policy related to illegal drug and
27 alcohol usage.

28
29 Any Unit member who drives a District vehicle must either sign a DMV release waiver Employee
30 Pull Notice (EPN) or provide a copy of their DMV driving record to the District during the month
31 of October annually. Any unit member who receives a suspended or restricted driver's license
32 must immediately upon their notification report his or her DMV status to the Director,
33 Maintenance, Operations and Transportation.

34 35 ARTICLE XXIX – FULL UNDERSTANDING, MODIFICATIONS, WAIVER

36
37 It is intended that this Agreement sets forth the full and entire understanding of the parties
38 regarding the matters set forth herein, and any other prior or existing understanding or
39 agreements by the parties, whether formal or informal, regarding any such matters are hereby
40 superseded or terminated in their entirety. Except as specifically provided herein, it is agreed
41 and understood that each party hereto voluntarily and unqualifiedly waives the right, and agrees
42 that the other shall not be required to, negotiate with respect to any subject or matter covered
43 herein or with respect to any other matters within the scope of negotiations, during the term of
44 this Agreement.

45
46 Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms
47 or provisions contained herein shall not be binding upon the parties hereto unless made and
48 executed in writing by all parties hereto, and if required, approved and implemented by District's
49 Board of Education. The waiver of any breach, term, or condition of this Agreement by either
50 party shall not constitute a precedent in the future enforcement of all its terms and provisions.
51

ARTICLE XXX – RENEGOTIATIONS: PROCEDURES

- A. The Union shall submit its proposals for re-openers to the Board of Education no later than the regularly scheduled Board of Education meeting in July. Re-openers shall include salary and fringe benefits and one other article.
- B. The Board and the Union shall initiate good faith meet and negotiate sessions on a successor agreement not later than five (5) days following the regularly scheduled Board meeting in July of the school year this Agreement expires.
- C. 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 XXXI – SEPARABILITY AND SAVINGS

If any article or section of this Agreement shall be held invalid by operation of law or by any governmental agency or any tribunal of competent jurisdiction, or if compliance with lawful enforcement of any article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those to which it has been held invalid, or as to which compliance with lawful enforcement of has been restrained, shall not be affected thereby. In the event of any such invalidation of any provision of this Agreement, the parties agree to meet and negotiate within thirty (30) days of such invalidation for the purpose of arriving at a satisfactory replacement for such provisions.

ARTICLE XXXII – DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds of levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; plan and oversee all staff development for this unit with the assistance of C.S.E.A., which will be provided only when funding is available; maintain the efficiency of District operations; determine the curriculum; build, move, and modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law. The District retains its rights to temporarily amend, modify, or rescind provisions and practices referred to herein in cases of emergency.

ARTICLE XXXIII – CONCERTED ACTIVITIES

- A. Apart from, and in addition to, existing legal restrictions upon work stoppages, the Union hereby agrees that neither it nor its respective officers, officials, agents, or representatives, shall incite, encourage, or participate in any strike, walk-out, slow-down, or other work stoppage of any nature whatsoever against the District during the life of this Agreement, or any cause or dispute whatsoever or whenever located, including but not limited to: Disputes which are subject to the Grievance and Arbitration provisions; disputes which are specifically not subject to the Grievance and Arbitration provisions; disputes concerning matters not mentioned in this Agreement; disputes contending that the District has committed unfair employment practices; disputes with other labor organizations, persons, or employers; or jurisdictional disputes. In the event of any strike, walk-out, slow-down, or work stoppage, or threat thereof, the Union and its respective officers, agents, representatives, and responsible officials, will do everything reasonable within their power to end or avert the same. Violations hereof will subject violators to legal and equitable judicial relief.
- B. Any Unit member engaging in or assisting any strike, slow-down, work stoppage, or other concerted interference with the District's normal operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to disciplinary action up to and including termination.
- C. Also, in the event that the Union, its members, agents, representatives, unit members, or persons acting in concert with them, have violated the provisions of this Article over grievance or a dispute which would otherwise properly be subject to resolution by submission to the Grievance and Arbitration provisions, the Union, and the unit members represented therein, shall be deemed to have waived the right to process the grievance or dispute to arbitration and the grievance or dispute shall be deemed as having been finally settled, with prejudice in accordance with the District's last stated position with respect thereto.
- D. The District agrees no lock out will be instituted against employees in the Unit during the term of this contract.

ARTICLE XXXIV – NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Non-discrimination: The District and the Union agree not to discriminate against any employee covered by this Agreement because of his/her political activities, political beliefs, District approved union activities, or union membership, or because of race, color, creed, national origin, religion, marital status, veterans status, and to the extent prohibited by law, no employee shall be discriminated against because of age, ancestry, familial status, gender, gender identity, gender expression, genetic information, medical condition, sex, sexual orientation, source of income, or disability. No employee shall be coerced, intimidated, or otherwise discriminated against for the exercise of rights guaranteed by federal or state laws, the rules and regulations of the Public Employment Relations Board, or the provisions of this Agreement.

Affirmative Action: In accordance with applicable state and federal laws, the District and the Union agree on the principle and concept of the District's Affirmative Action Program and further agree to work together towards the goals of that program.

ARTICLE XXXV - HEALTH AND WELFARE

It is agreed to apply Section 125 for the premium cost of medical benefits paid by employees which allows costs to be paid before taxes. Employees may change from one health insurance carrier to another during open enrollment in a manner prescribed by the carrier and shall have their District contributions adjusted accordingly. State Disability Insurance (S.D.I.) will be provided for employees through payroll deduction. No contribution will be made by the District toward S.D.I.

The District shall continue to fund the health and welfare benefits as describe in this Article and shall not require the Unit member to exceed 10% maximum contribution for all plans which include medical, vision and dental. The District and Unit agree to cooperatively continue to work with the Employee Benefits Committee to contain health benefits costs. The eligible employee will continue to be responsible for any co-pays and/or deductibles for office visits, prescriptions, or other services specified by the plan for the applicable group medical, dental, and vision plans selected by the employee annually. This does not preclude negotiations on other elements of this article.

Effective April 1, 2006, the District's self-insured PPO medical plan implemented a prescription drug card program, with co-pays per prescription, as outlined in the PPO plan modification recommended by the District Insurance Committee. Prescription co-pays will be excluded from the annual deductible limits of the PPO plan.

Full-time eligibility (for the purposes of health plan computations only) is defined as any eligible employee working at least 75% (30 hours per week).

For employees hired October 1, 2006 or after, the following will apply:
Beginning with the plan year of October 1, 2006 through September 30, 2007, the District shall not require the part-time Unit member to exceed the following maximum premium contribution for medical, dental and vision plans.

For eligible employees working more than 50% (20 hours per week) but less than 75% (30 hours per week), the District will pay a proportionate amount of the annual premium, at the rate of 75% of the amount paid for full-time employees and qualified dependents, as defined by the plan; and for eligible employees working 50% (20 hours per week), the District will a proportionate amount of the annual premium at the rate of 50% of the amount paid for full-time employees and qualified dependents, as defined by the plan.

ARTICLE XXXVI – SALARY

The current salary schedules (2019-20) for CSEA Chapter 746 shall reflect a 1.75% salary increase effective July 1, 2019.

Longevity

Beginning with the tenth (10th) year of service with the Downey Unified School District, all employees shall receive an additional \$170 per month. Beginning with the fifteenth (15th) year, the amount shall be raised to \$200 per month. Beginning with the twentieth (20th) year, the amount shall be raised to \$240 per month. Beginning with the twenty-fifth (25th) year, the amount shall be raised to \$270 per month. For purposes of this Section, longevity shall be calculated from the initial date of hire, excluding unpaid leave of absences and breaks in service.

1 Mileage

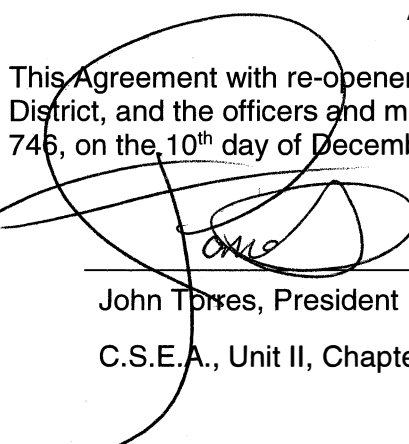
2 Custodians assigned to more than one (1) work location during an eight (8) hour shift, who are
3 required to provide their own transportation, shall be allowed reasonable and necessary travel
4 time, not to exceed fifteen (15) minutes. Travel shall be logged by the employee and verified by
5 the supervisor at the end of each month. Reimbursement for travel shall be in accordance with
6 rates authorized by the Board of Education. Utility Workers shall be paid annually \$100 for
7 district travel (mileage) by June 30 of each year. To qualify for this amount, employees shall be
8 employed in a Utility Worker position at least six (6) months during the year.
9

10 ARTICLE XXXVII – TERM

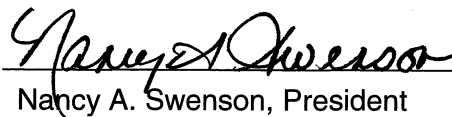
11
12 This Agreement shall remain in full force and effect up to and including October 1, 2019,
13 through September 30, 2022; with re-openers for salary and fringe benefits and one other
14 article, and thereafter shall continue in effect year by year unless one of the parties properly
15 fulfills the requirements of ARTICLE XXX – RENEGOTIATIONS.
16
17
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21
22

23 ARTICLE XXXVIII – SIGNATURES

24
25 This Agreement with re-openers is approved by the Board of Education, Downey Unified School
26 District, and the officers and members of the California School Employees Association, Chapter
27 746, on the 10th day of December 2019.
28
29

30
31 
32 _____
33 John Torres, President

34 C.S.E.A., Unit II, Chapter 746
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32 _____
33 Nancy A. Swenson, President

34 Board of Education
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Downey Unified School District
CLASSIFIED PERSONNEL

UNIT II SALARY SCHEDULE

AR 5241.2

Effective Date: July 1, 2019

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>Monthly Salary Steps</u>					
		<u>1</u>	<u>Hourly</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Assistant Network Administrator	255	\$6,648	(\$38.354)	\$6,974	\$7,327	\$7,688	\$8,073
Bus Driver	140	3,793	(21.883)	3,978	4,172	4,392	4,609
Chemical Applications Specialist	170	4,392	(25.339)	4,609	4,840	5,081	5,339
Computer/Network Support Tech.	205	5,209	(30.052)	5,459	5,740	6,024	6,324
Custodian	115	3,362	(19.396)	3,526	3,703	3,884	4,084
Dispatcher/State Certified Driver Instructor	195	4,957	(28.598)	5,209	5,459	5,740	6,024
Equipment Mechanic	195	4,957	(28.598)	5,209	5,459	5,740	6,024
Floor Maintenance Worker	125	3,526	(20.342)	3,703	3,884	4,084	4,283
General Maintenance Worker	150	3,978	(22.950)	4,172	4,392	4,609	4,840
Grounds Equipment Operator	140	3,793	(21.883)	3,978	4,172	4,392	4,609
Grounds Team Leader	155	4,084	(23.562)	4,283	4,500	4,719	4,957
Groundskeeper	120	3,440	(19.846)	3,609	3,793	3,978	4,172
HVAC/Refrigeration Mechanic	195	4,957	(28.598)	5,209	5,459	5,740	6,024
Irrigation Specialist	170	4,392	(25.339)	4,609	4,840	5,081	5,339
Lead Custodian	135	3,703	(21.364)	3,884	4,084	4,283	4,500
Lead Electrical Worker	220	5,603	(32.325)	5,879	6,174	6,481	6,809
Lead Equipment Mechanic	220	5,603	(32.325)	5,879	6,174	6,481	6,809
Lead Groundskeeper	170	4,392	(25.339)	4,609	4,840	5,081	5,339
Lead HVAC/Refrigeration Mechanic	220	5,603	(32.325)	5,879	6,174	6,481	6,809
Lead Maintenance Worker	220	5,603	(32.325)	5,879	6,174	6,481	6,809
Lead Operations Worker	170	4,392	(25.339)	4,609	4,840	5,081	5,339
Maintenance Carpenter	185	4,719	(27.225)	4,957	5,209	5,459	5,740
Maintenance Electrician	195	4,957	(28.598)	5,209	5,459	5,740	6,024
Maintenance Electronics Technician	195	4,957	(28.598)	5,209	5,459	5,740	6,024
Maintenance Glazier	185	4,719	(27.225)	4,957	5,209	5,459	5,740
Maintenance Locksmith	190	4,840	(27.923)	5,081	5,339	5,603	5,879
Maintenance Painter	185	4,719	(27.225)	4,957	5,209	5,459	5,740

Downey Unified School District

CLASSIFIED PERSONNEL

UNIT II SALARY SCHEDULE (cont.)

AR 5241.2

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>Monthly Salary Steps</u>					
		<u>1</u>	<u>Hourly</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Maintenance Welder	190	4,840	(27.923)	5,081	5,339	5,603	5,879
Network Specialist	220	5,603	(32.325)	5,879	6,174	6,481	6,809
P.E. & Athletic Equipment Attendant	120	3,440	(19.846)	3,609	3,793	3,978	4,172
Plant Grounds Assistant	130	3,609	(20.821)	3,793	3,978	4,172	4,392
Pool Maintenance Worker	150	3,978	(22.950)	4,172	4,392	4,609	4,840
Senior Warehouse Worker	155	4,084	(23.562)	4,283	4,500	4,719	4,957
Skilled Trades Assistant	130	3,609	(20.821)	3,793	3,978	4,172	4,392
Utility Worker	130	3,609	(20.821)	3,793	3,978	4,172	4,392
Warehouse Worker	135	3,703	(21.364)	3,884	4,084	4,283	4,500
Water Utilities Worker	195	4,957	(28.598)	5,209	5,459	5,740	6,024

\$170/mo. longevity @ 10 years; \$200/mo. longevity @ 15 years; \$240/mo. longevity @ 20 years;
 \$270/mo. longevity @ 25 years

Approved: 12/10/2019

Downey Unified School District
CLASSIFIED PERSONNEL

UNIT II NIGHT DIFFERENTIAL SALARY SCHEDULE

AR 5241.2

Effective Date: July 1, 2019

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>1</u>	<u>Monthly Salary Steps</u>				
			<u>Hourly</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Custodian - Night Shift (B)	415	\$ 3,423	(\$19.746)	\$ 3,587	\$ 3,764	\$ 3,945	\$ 4,145
Floor Maintenance Worker - Night Shift (B)	425	3,587	(20.692)	3,764	3,945	4,145	4,344
Lead Custodian - Night Shift (B)	435	3,764	(21.714)	3,945	4,145	4,344	4,561

\$0.35 per hour night differential paid to employees working the majority of their shift after 3:00 p.m.

\$170/mo. longevity @ 10 years; \$200/mo. longevity @ 15 years; \$240/mo. longevity @ 20 years;
\$270/mo. longevity @ 25 years

Approved: 12/10/2019

Downey Unified School District
CLASSIFIED PERSONNEL

UNIT II SALARY SCHEDULE

AR 5241.2

Effective Date: July 1, 2019
Monthly Salary Ranges and Hourly Equivalents

Base Salary Schedule

Range Number	Step "A" Hourly Equivalent	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
25	\$12.450	\$2,158	\$2,275	\$2,376	\$2,502	\$2,631
30	12.831	2,224	2,326	2,443	2,569	2,697
35	13.125	2,275	2,376	2,502	2,631	2,764
40	13.419	2,326	2,443	2,569	2,697	2,828
45	13.708	2,376	2,502	2,631	2,764	2,899
50	14.094	2,443	2,569	2,697	2,828	2,973
55	14.435	2,502	2,631	2,764	2,899	3,048
60	14.821	2,569	2,697	2,828	2,973	3,119
65	15.179	2,631	2,764	2,899	3,048	3,188
70	15.560	2,697	2,828	2,973	3,119	3,279
75	15.946	2,764	2,899	3,048	3,188	3,362
80	16.315	2,828	2,973	3,119	3,279	3,440
85	16.725	2,899	3,048	3,188	3,362	3,526
90	17.152	2,973	3,119	3,279	3,440	3,609
95	17.585	3,048	3,188	3,362	3,526	3,703
100	17.994	3,119	3,279	3,440	3,609	3,793
105	18.392	3,188	3,362	3,526	3,703	3,884
110	18.917	3,279	3,440	3,609	3,793	3,978
115	19.396	3,362	3,526	3,703	3,884	4,084
120	19.846	3,440	3,609	3,793	3,978	4,172
125	20.342	3,526	3,703	3,884	4,084	4,283
130	20.821	3,609	3,793	3,978	4,172	4,392
135	21.364	3,703	3,884	4,084	4,283	4,500
140	21.883	3,793	3,978	4,172	4,392	4,609
145	22.408	3,884	4,084	4,283	4,500	4,719
150	22.950	3,978	4,172	4,392	4,609	4,840
155	23.562	4,084	4,283	4,500	4,719	4,957
160	24.069	4,172	4,392	4,609	4,840	5,081
165	24.710	4,283	4,500	4,719	4,957	5,209
170	25.339	4,392	4,609	4,840	5,081	5,339
175	25.962	4,500	4,719	4,957	5,209	5,459
180	26.590	4,609	4,840	5,081	5,339	5,603
185	27.225	4,719	4,957	5,209	5,459	5,740
190	27.923	4,840	5,081	5,339	5,603	5,879
195	28.598	4,957	5,209	5,459	5,740	6,024
200	29.314	5,081	5,339	5,603	5,879	6,174
205	30.052	5,209	5,459	5,740	6,024	6,324
210	30.802	5,339	5,603	5,879	6,174	6,481
215	31.494	5,459	5,740	6,024	6,324	6,648
220	32.325	5,603	5,879	6,174	6,481	6,809
225	33.115	5,740	6,024	6,324	6,648	6,974
230	33.917	5,879	6,174	6,481	6,809	7,151
235	34.754	6,024	6,324	6,648	6,974	7,327
240	35.619	6,174	6,481	6,809	7,151	7,500
245	36.485	6,324	6,648	6,974	7,327	7,688
250	37.390	6,481	6,809	7,151	7,500	7,879
255	38.354	6,648	6,974	7,327	7,688	8,073
260	39.283	6,809	7,151	7,500	7,879	8,273
265	40.235	6,974	7,327	7,688	8,073	8,478
270	41.256	7,151	7,500	7,879	8,273	8,687
275	42.271	7,327	7,688	8,073	8,478	8,902

\$170/mo. longevity @ 10 years; \$200/mo. longevity @ 15 years; \$240/mo. longevity @ 20 years;
\$270/mo. longevity @ 25 years

Downey Unified School District
CLASSIFIED PERSONNEL

UNIT II SALARY SCHEDULE

AR 5241.2

Effective Date: July 1, 2019
Monthly Salary Ranges and Hourly Equivalents

Night Shift (B) Salary Schedule

<u>Range</u> <u>Number</u>	<u>Step "A" Hourly</u> <u>Equivalent</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
415	\$19.746	\$3,423	\$3,587	\$3,764	\$3,945	\$4,145
420	\$20.196	3,501	3,670	3,854	4,039	4,233
425	\$20.692	3,587	3,764	3,945	4,145	4,344
430	\$21.171	3,670	3,854	4,039	4,233	4,453
435	\$21.714	3,764	3,945	4,145	4,344	4,561

\$0.35 per hour night differential paid to employees working the majority of their shift after 3:00 p.m.

\$170/mo. longevity @ 10 years; \$200/mo. longevity @ 15 years; \$240/mo. longevity @ 20 years;
\$270/mo. longevity @ 25 years

Approved: 12/10/2019

Cost of Coverage - Tenthly

EMPLOYEES WORKING MORE THAN 75% OR MORE -
6-8 hours per day.

	Medical		Dental		Vision
	Kaiser HMO	Blue Shield PPO	MetLife DHMO	Delta PPO	VSP
Tenthly Premium	\$670.76	\$1,034.32	\$20.30	\$67.42	\$12.62
District Contribution	\$603.68	\$930.90	\$18.28	\$60.68	\$11.36
Employee Only Pays	\$67.08	\$103.42	\$2.02	\$6.74	\$1.26
Tenthly Premium	\$1,341.50	\$2,068.66	\$34.78	\$137.10	\$18.46
District Contribution	\$1,207.35	\$1,861.80	\$31.30	\$123.40	\$16.60
Employee + 1 Dependent Pays	\$134.15	\$206.86	\$3.48	\$13.70	\$1.86
Tenthly Premium	\$1,898.23	\$2,927.16	\$52.14	\$196.92	\$33.58
District Contribution	\$1,708.41	\$2,634.44	\$46.94	\$177.22	\$30.22
Employee + Family Pays	\$189.82	\$292.72	\$5.20	\$19.70	\$3.36

EMPLOYEES WORKING MORE THAN 50% AND LESS THAN 75% -
More than 4 hours and less than 6 hours per day.

	Medical		Dental		Vision
	Kaiser HMO	Blue Shield PPO	MetLife DHMO	Delta PPO	VSP
Tenthly Premium	\$670.76	\$1,034.32	\$20.30	\$67.42	\$12.62
District Contribution	\$452.76	\$698.20	\$13.70	\$45.50	\$11.36
Employee Only Pays	\$218.00	\$336.12	\$6.60	\$21.92	\$1.26
Tenthly Premium	\$1,341.50	\$2,068.66	\$34.78	\$137.10	\$18.46
District Contribution	\$905.50	\$1,396.36	\$23.48	\$92.60	\$16.60
Employee + 1 Dependent Pays	\$436.00	\$672.30	\$11.30	\$44.50	\$1.86
Tenthly Premium	\$1,898.23	\$2,927.16	\$52.14	\$196.92	\$33.58
District Contribution	\$1,281.30	\$1,975.84	\$35.20	\$132.90	\$30.22
Employee + Family Pays	\$616.93	\$951.32	\$16.94	\$64.02	\$3.36

Cost of Coverage Continued



EMPLOYEES WORKING 50%

4 hours per day.

	Medical		Dental		Vision
	Kaiser HMO	Blue Shield PPO	MetLife DHMO	Delta PPO	VSP
Tenthly Premium	\$670.76	\$1,034.32	\$20.30	\$67.42	\$12.62
District Contribution	\$301.84	\$465.46	\$9.14	\$30.34	\$11.36
Employee Only Pays	\$368.92	\$568.86	\$11.16	\$37.08	\$1.26
Tenthly Premium	\$1,341.50	\$2,068.66	\$34.78	\$137.10	\$18.46
District Contribution	\$603.68	\$930.90	\$15.66	\$61.70	\$16.60
Employee + 1 Dependent Pays	\$737.82	\$1,137.76	\$19.12	\$75.40	\$1.86
Tenthly Premium	\$1,898.23	\$2,927.16	\$52.14	\$196.92	\$33.58
District Contribution	\$854.20	\$1,317.22	\$23.46	\$88.62	\$30.22
Employee + Family Pays	\$1,044.03	\$1,609.94	\$28.68	\$108.30	\$3.36

Medical - Kaiser Traditional HMO

This plan is available only in certain **California counties and cities ("Service Area")** as described in the Evidence of Coverage. You **must live and/or work in this select Service Area** in order to enroll in this plan.

Find a Primary Care Physician by visiting www.kp.org or call member services **(800) 464-4000**.

	Member Copayments		
Calendar Year Deductible	None		
Annual Out-of-Pocket Max	\$1,500 individual \$3,000 family		
Professional Services			
Primary Care Physician	\$10 copay per visit		
Physician Specialist	\$10 copay per visit		
Preventive Services	No charge		
Inpatient Hospitalization	No charge		
Physician Services	No charge		
Outpatient Facility Services			
Most X-rays and Lab Tests	No charge		
Surgery	\$10 copay per procedure		
Urgent Care	\$10 copay per visit		
Emergency Room (copay waived if admitted)	\$50 copay per visit		
Ambulance Services	\$50 per trip		
Durable Medical Equipment	No charge		
Chiropractic Care (up to 30 visits per year)	\$10 copay per visit		
Prescription Drugs	Pharmacy	Mail Order	Supply Limit
Generic	\$10 copay	\$10 copay	Up to a 100-day
Brand	\$20 copay	\$20 copay	Up to a 100-day
Specialty	\$20 copay	N/A	Up to a 30-day

Medical – Blue Shield PPO

Find an in-network provider by visiting www.blueshieldca.com/fap/app/find-a-doctor.html select **Blue Shield of California PPO network** or call member services **(855) 256-9404**.

	In-Network	Out-of-Network ¹
Calendar Year Deductible	\$250 individual; \$750 family	\$500 individual; \$1,500 family
Medical Out-of-Pocket Max	\$750 individual; \$2,250 family	\$3,500 individual; \$10,500 family (combined with in-network)
Professional Services		
Physician/Specialist Office Visit	10% coinsurance after deductible	30% coinsurance after deductible
Teladoc² - Online Visit	\$10 copay per visit (deductible waived)	Not covered
Heal Physicians – Home Visit³	10% coinsurance after deductible	Not covered
Preventive Services	No charge	30% coinsurance after deductible
Diagnostic X-ray and Lab	10% coinsurance after deductible	30% coinsurance after deductible
Scans: CT, CAT, MRI, PET etc.	10% coinsurance after deductible	30% coinsurance after deductible
Inpatient Hospitalization	10% coinsurance after deductible	30% coinsurance after deductible
Physician Services	10% coinsurance after deductible	30% coinsurance after deductible
Outpatient Facility Services		
Surgery in an Ambulatory Surgery Center	10% coinsurance after deductible	30% coinsurance after deductible
Surgery in a Hospital	10% coinsurance after deductible	30% coinsurance after deductible
Urgent Care	\$30 copay after deductible	50% coinsurance after deductible
Emergency Room (copay waived if admitted)	\$100 copay per visit (deductible waived)	
Ambulance Services (ground or air)	10% coinsurance after deductible	
Durable Medical Equipment	10% coinsurance after deductible	30% coinsurance after deductible
Acupuncture	Not covered	Not covered
Chiropractic Care (up to 50 visits per year)	10% coinsurance after deductible	30% coinsurance after deductible
Prescription Drugs⁴		
Deductible:	None	
	Retail Pharmacy	Mail Order
Tier 1 Formulary Generic Drugs	\$0 copay	\$0 copay
Tier 2 Formulary Brand Name Drugs	\$5 copay	\$10 copay
Tier 3 Non-Formulary Brand Drugs	\$25 copay	\$50 copay
Tier 4 Drugs (excluding specialty)	\$45 copay	\$90 copay
Tier 4 Specialty Drugs	\$30% up to \$150	N/A
Supply Limit	Up to a 30-day	Up to a 90-day

¹ Non-participating providers can charge more than Blue Shield's allowable amounts. When members use non-participating providers, they must pay the applicable deductibles, copayments or coinsurance plus any amount that exceeds Blue Shield's allowable amount. Charges above the allowable amount do not count toward the calendar year medical deductible or out-of-pocket maximum.

² 24/7 virtual access to provider and therapists.

³ Home visits by Heal doctors available. Visit www.heal.com for additional details.

⁴ See benefit summary or SBC for non-participating retail copayments.

Dental Plans – PPO or HMO

Delta Dental PPO Plan

Under the Delta Dental PPO plan, Delta Dental pays a percentage of the allowed fees for covered diagnostic, preventive, basic and major services. Delta Dental PPO has many network dentists to choose from. **No member ID cards are distributed with this dental plan** - simply provide your dentist with your name, social security number, and that you are on the Delta Dental PPO plan. To find a dentist visit deltadentalins.com/enrollees or call (800) 765-6003.

MetLife DHMO Plan

You and your eligible dependents must select a primary dentist from the **SafeGuard DHMO** directory. To find a dentist visit www.metlife.com/mybenefits or call (800) 880-1800.

	Delta PPO ¹		MetLife DHMO
	In-Network	Out-Of-Network ²	In-Network
Calendar Year Deductible	None		None
Annual Plan Maximum	\$2,000 per person each calendar year (January 1 – December 31)		Not applicable
Diagnostic & Preventive Services Exams Cleanings X-Rays Sealants	Plan pays 100%		Copays vary by service; see contract for fee schedule
Basic Services Fillings, denture repair and relining Endodontics Periodontics Oral surgery	Plan pays 100%		Copays vary by service; see contract for fee schedule
Major Services Crowns, inlays, onlays, cast restorations Implants	Plan pays 100%		Copays vary by service; see contract for fee schedule
Prosthodontics Bridges and dentures	You pay 50%	You pay 50%	Copays vary by service; see contract for fee schedule
Orthodontic Services	Child to age 18		Adults and Children
Orthodontic Lifetime Maximum	50% up to \$1,000		Up to \$1,350 Copays vary by service; see contract for fee schedule

¹ You can visit any licensed dentist, but your out-of-pocket costs may be higher if you choose a non-PPO dentist. Network dentists are paid contracted fees. You are responsible for any applicable deductibles, coinsurance, and amounts over plan maximums and charges for non-covered services.

² Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and program allowance for non-Delta Dental dentists. Out-of-network reimbursement is 90% UCR (Usual, Customary and Reasonable) fees.

Vision – VSP Choice

When you have an appointment, tell them you have VSP. There's **no ID card necessary**. If you'd like a card as a reference, you can print one on www.vsp.com. To find a Provider visit www.vsp.com or call (800) 877-7195.

Participating Retail Chains: Costco*, Cohen's, Visionworks and much more!

- A Costco membership is required to purchase eyewear (glasses and/or contacts) from Costco Optical
- A Costco membership is not required to receive an eye exam from a Costco optometrist

	VSP Provider Network: VSP Choice	
	In-Network	Out-Of-Network ¹
Examination		
Benefit	Plan pays 100%	Plan reimburses up to \$45
Frequency	1 x every 12 months	In-network limitations apply
Eyeglass Lenses (Standard)		
Single Vision Lens	\$0 copay	Plan reimburses up to \$45
Bifocal Lens	\$0 copay	Plan reimburses up to \$65
Trifocal Lens	\$0 copay	Plan reimburses up to \$85
Frequency	1 x every 12 months	In-network limitations apply
Lens Enhancements		
Standard Progressive Lenses	\$50	Plan reimburses up to \$85
Premium Progressive Lenses	\$80 - \$90	Plan reimburses up to \$85
Custom Progressive Lenses	\$120 - \$160	Plan reimburses up to \$85
Tints/Photochromics/UV & Scratch Coating	Covered in full	Not covered
Frames²		
Benefit (copay combined with exam)	Plan pays up to \$120 allowance + 20% discount Plan pays up to \$120 allowance for Costco® frames Plan pays up to \$140 allowance for Featured Frame Brands	Plan reimburses up to \$47
Frequency	1 x every 24 months	In-network limitations apply
Contacts³ (Elective)		
Benefit (fitting & evaluation)	Plan pays up to \$120 allowance	Plan reimburses up to \$105
Frequency	1 x every 12 months	In-network limitations apply

¹ If you choose to, you may receive covered benefits outside of the VSP Choice network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement of your out-of-network allowance. In-network benefits and discounts will not apply. **Out-of-Network Claim Forms** located online: www.vsp.com. Login to your account and access the **Benefits & Claims** section. You will be asked to upload your receipts or you may mail in receipts.

² You may select an eyeglass frame and receive an allowance toward the purchase price.

³ In-lieu of frames.

60.600 Layoff60.600.1 Reason for Layoff

The layoff of classified employees shall only occur for a lack of work or a lack of funds, and only in accordance with the rules and regulations of the Personnel Commission. Any effects of layoff that may be negotiated by and between the District and any recognized exclusive representative shall be in addition to these rules and regulations. Any agreement between the District and a recognized exclusive representative may not provide for less than the mandated employee protections and procedures outlined in this chapter.

60.600.2 Advance Notification to Exclusive Representative

If any of the impacted positions are represented by a collective bargaining exclusive representative, the District and the exclusive bargaining representative shall meet in advance of layoff regarding effects of the proposed layoff. A copy of each layoff notice will be sent to the exclusive representative.

60.600.3 Action to be Taken by Board of Education

Before layoff notices can be issued, the Board of Education shall take action to abolish or reduce positions in assigned time, stating the reason for the abolishment(s) and/or reduction(s), giving the number of positions within each classification to be affected.

60.600.4 Notice of Layoff

The District shall notify the affected classified employees in writing a minimum of forty-five (45) calendar days prior to the date of any layoff for lack of work or funds. The notice to the affected employee shall specify the reason for the layoff and be given by personal delivery, or by certified mail and regular mail, to the last known home address of the employee on file in the Classified Personnel Office. Failure of the employee to notify Classified Personnel of a change of address shall not be grounds for voiding notification, or the staying of timelines outlined in these rules. For purposes of this rule, if a notice is mailed, the third working day following the postmark date of the notice shall be considered to be the official date of receipt.

60.600 Layoff (Cont'd)

60.600.4 Notice of Layoff (Cont'd)

Any notice of layoff shall include the following:

- a. reason for the layoff;
- b. employee's displacement rights, if any;
- c. employee's reemployment rights;
- d. right to an exit interview during Personnel Office working hours with the Director, Classified Personnel, and a representative of the exclusive bargaining representative, if desired;
- e. name and classification of the employee designated for layoff;
- f. statement that the employee may have a right to unemployment insurance.

60.600.5 Procedure Regarding Layoff

- A. The Personnel Commission shall establish and maintain a seniority list indicating an employee's hire date, and seniority within classification. Such roster shall be available to interested employees through the Classified Personnel Office.
- B. Length of service (seniority as prescribed herein) shall be the only criterion used to effect layoffs. When classified employees are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in the class, plus higher classes, shall be considered to have the least seniority, and, therefore, shall be laid off first. Reemployment shall be in the reverse order of layoff.
- C. Seniority within classification is to be computed by date employee enters the classification, minus unpaid breaks in employment (excluding summer, spring & winter breaks). Seniority within classification continues to accrue in lower classes held after employee promotes to higher classifications.

District seniority ("Length of Service") shall be calculated from employee's date of hire as a regular employee, minus unpaid breaks in service (excluding summer, spring & winter breaks).

- D. The names of permanent and probationary employees thus laid off shall be placed upon the reemployment list for the class from which they were laid off. Names on the reemployment list shall be in the relative order of seniority.

60.600 Layoff (Cont'd)60.600.5 Procedure Regarding Layoff (Cont'd)

- E. Classified employees laid off under this rule are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.
- F. If two or more employees subject to layoff have equal class hire date and seniority, the employee with the least District seniority shall be laid off first. If District seniority is equal, the decision shall be made by lot.

60.600.6 Site Seniority

If a position in a classification is eliminated or reduced at a site or department which has multiple positions at that site or department with similar times, the least senior employee in that classification with those assigned hours will be bumped from the site before more senior employees in that classification and assigned hours are impacted.

EXAMPLE: A site has four Instructional Assistants that are each three (3) hours per day. If one three (3) hour position is eliminated at that site, the least senior of the four Instructional Assistants at that site will be bumped.

60.600.7 Bumping Rights

An employee in the classified service who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump a less senior employee in that equal or lower class. Seniority for purposes of bumping shall include the total of the previous service in the equal or lower class, plus service in the class from which layoff occurs and in higher classes. In the event of a layoff the following bumping priority will apply:

- 1st ... An employee whose position is eliminated or reduced shall first be placed in a vacant position with an equal assignment in the same class when compared with the employee's current position.
- 2nd ... If the previous option is unavailable, the employee shall be placed in a vacant position that has additional assigned time in the same class when compared with the employee's current position.

60.600 Layoff (Cont'd)60.600.7 Bumping Rights (Cont'd)

3rd ... If the previous option is unavailable, the employee will be allowed to bump into a position providing an equal assignment in the same class when compared with the employee's current position, and which is occupied by a less senior employee.

4th ... If the previous option is unavailable, the employee will be allowed to bump into a position providing additional assigned time in the same class when compared with the employee's current position, and which is held by the least senior employee of those less senior employees holding positions with more assigned time.

5th ... If the previous option is unavailable, the employee will be allowed to bump into a position in the class with less assigned time that is closest to the employee's current assigned time, and which is held by a less senior employee in the class. As an alternative, the employee shall also have the option of bumping into an equal (1st option) or lower class (2nd option) previously held as a regular classified employee that will provide at least the same assigned time as the employee's current position.

6th ... If the employee is the least senior employee in the class, the employee shall have the option of bumping into an equal (1st option) or lower class (2nd option) previously held as a regular classified employee. The employee will repeat the sequence of options outlined in this rule for the equal class position first. If no alternative is available in the equal class, the employee will repeat the sequence of options outlined in this rule for the lower class.

60.600.8 Voluntary Demotion or Transfer

A classified employee who will suffer a layoff for lack of work or lack of funds may accept a voluntary demotion to a vacant position in a lower class or equal class, providing that the employee is deemed to be qualified to perform the duties thereof by the Personnel Commission, and provided further that the Board of Education approves the voluntary demotion or movement to an equal class.

60.600 Layoff (Cont'd)60.600.9 Layoff Versus Temporary Positions

No regular classified employee shall be laid off from any position while employees serving temporary appointments are retained in positions of the same class, unless the regular employee refuses assignment to the temporary position.

60.600.10 Acceptance of Substitute or Temporary Employment

An employee who has been laid off for lack of funds or lack of work and who is on a reemployment list, may be employed as a substitute or temporary employee in his/her original class or any other class for which qualified (as determined by the Personnel Commission). Such employment shall in no way jeopardize or otherwise affect his/her status or eligibility for reemployment. This section is a negotiable issue for represented employees.

60.600.11 Refusal of Temporary Employment

Refusal of an offer of limited-term employment shall not effect the standing of any employee on a reemployment list.

60.600.12 Salary Placement After Demotion or Placement in an Equal Class

A classified employee who accepts a demotion in lieu of a layoff shall be placed on the salary range of the lower class, at the step closest to the employee's hourly salary rate in the higher classification, without being more than the previous hourly salary rate.

A classified employee who accepts placement in an equal classification shall be placed on the same salary range and step as in the previous position.

DOWNEY UNIFIED SCHOOL DISTRICT
2019 ~ 2020 SCHOOL CALENDAR

Revised: *12/5/2019

State Holiday



Local Holiday

Student / Teacher
Free Day

Student Free Day



Days Taught: 180

Days Worked: 185

July 2019						January 2020					6th School Month:
M	TU	W	TH	F		M	TU	W	TH	F	Days Worked: 19 / Days Taught: 19
1	2	3	4	5	4th - Independence Day Holiday			1	2	3	1st - 3rd - Winter Break - Students/Teachers 1st - New Year's Day Holiday *6th - Minimum Day (High School ONLY) 10th - Progress Reports (ES) 20th - Martin Luther King Day Holiday
8	9	10	11	12		6	7	8	9	10	
15	16	17	18	19		13	14	15	16	17	
22	23	24	25	26		20	21	22	23	24	
29	30	31				27	28	29	30	31	
August 2019					1st School Month:	February 2020					7th School Month:
M	TU	W	TH	F	Days Worked: 15 / Days Taught: 13	M	TU	W	TH	F	Days Worked: 18 / Days Taught: 18
			1	2	12th - 13th - Student Free Day 14th - Minimum Day - School Year Begins						7th - Progress Reports (HS) 10th - Lincoln's Birthday Holiday 17th - Washington's Birthday Holiday 21st - Progress Reports (MS)
5	6	7	8	9		3	4	5	6	7	
12	13	14	15	16		10	11	12	13	14	
19	20	21	22	23		17	18	19	20	21	
26	27	28	29	30		24	25	26	27	28	
September 2019					2nd School Month:	March 2020					8th School Month:
M	TU	W	TH	F	Days Taught: 20 / Days Worked: 20	M	TU	W	TH	F	Days Taught: 22 / Days Worked: 22
2	3	4	5	6	2nd - Labor Day Holiday 13th - Progress Reports (HS) 20th - Progress Reports (MS) 27th - Progress Reports (ES)	2	3	4	5	6	11th - Report Cards Go Home (ES) 13th - End of 3rd Quarter (HS)
9	10	11	12	13		9	10	11	12	13	
16	17	18	19	20		16	17	18	19	20	
23	24	25	26	27		23	24	25	26	27	
30						30	31				
October 2019					3rd School Month:	April 2020					9th School Month:
M	TU	W	TH	F	Days Worked: 23 / Days Taught: 22	M	TU	W	TH	F	Days Worked: 17 / Days Taught: 17
	1	2	3	4	11th - End of 1st Quarter (HS) 14th - Student Free Day / Staff Development			1	2	3	3rd - Progress Reports (MS) 10th - Progress Reports (ES) 13th - 17th - Spring Break - Students/Teachers 24th - Progress Reports (HS)
7	8	9	10	11		6	7	8	9	10	
14	15	16	17	18		13	14	15	16	17	
21	22	23	24	25		20	21	22	23	24	
28	29	30	31			27	28	29	30		
November 2019					4th School Month:	May 2020					10th School Month:
M	TU	W	TH	F	Days Worked: 15 / Days Taught: 15	M	TU	W	TH	F	Days Worked: 20 / Days Taught: 20
				1	1st - Progress Reports (MS) 8th - End of 1st Grading Period (ES) 8th - Progress Reports (HS) 11th - Veteran's Day Holiday 12th - 15th - Minimum Day (ES) - Parent Conf. 25th - 26th - Student/Teacher Free Day 27th & 29th - Local Holiday All Employees 28th - Thanksgiving Day Holiday					1	25th - Memorial Day Holiday 27th - 29th - Minimum Day - Finals (HS) 29th - Minimum Day - End of School Year
4	5	6	7	8		4	5	6	7	8	
11	12	13	14	15		11	12	13	14	15	
18	19	20	21	22		18	19	20	21	22	
25	26	27	28	29		25	26	27	28	29	
December 2019					5th School Month:	June 2020					11th School Month:
M	TU	W	TH	F	Days Worked: 15 / Days Taught: 14	M	TU	W	TH	F	Days Worked: 1 / Days Taught: 0
2	3	4	5	6	17th - 19th - Minimum Day - Finals (HS) 19th - Min. Day - End of 1st Sem. (MS & HS) 20th - Student Free Day / Grades Due (MS) & (HS) 23rd - 31st - Winter Break-Students/Teachers 24th - Local Holiday	1	2	3	4	5	1st - Student Free Day Teacher Check Out Day Grades Due (MS) & (HS)
9	10	11	12	13		8	9	10	11	12	
16	17	18	19	20		15	16	17	18	19	
23	24	25	26	27		22	23	24	25	26	
30	31					29	30				