



AGREEMENT

Ocean View School District

and

**California School Employees Association
Chapter #375**

2010 - 2013

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**Ocean View School District
and
California School Employees Association Chapter #375

2010 - 2013 Tentative Agreement**

The Ocean View School District and the California School Employees Association, Chapter #375 have concluded negotiations for the 2010 - 2013 school years and agree to maintain the provisions of the classified Collective Bargaining Agreement except as follows:

CONTRACT CHANGES

Article 17- Term

17.1 Inclusive Dates and Continuation of Agreement

Except as otherwise specifically provided herein, this agreement shall be effective July 1, 2010, and remain in full force up to and including June 30, 2013, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than May 1, each year of the Agreement, of its request to modify, amend, or terminate this Agreement.

17.2 The District and CSEA may each reopen negotiations on Article 20, Section 20.6 (Summer Assignments) and one other article, excluding salaries and Health and Welfare Benefits for the 2011-2012 school year.

17.2.1 The parties may reopen negotiations for 2011-2012 school year if there are any changes of \$750,000 or more, that positively or negatively impacts the District's federal and/or state revenue funding levels, including, but not limited to, the 2011-2012 estimated base revenue, limit of \$4,976.00 (includes deficit factor, and unfunded COLA), categorical funding and applicable categorical flexibility provisions in the State Budget Act (SBA), declining enrollment, deficit factor, State apportionment deferrals, and/or State mandates.

17.3 The District and CSEA may each reopen negotiations on the salary schedule, Health and Welfare Benefits, and one other article for the 2012-2013 school year, based on upon notification indicated in 17.1. The parties may reopen negotiation on any other Article under this Agreement by mutual agreement.

Article 6- Hours

6.1.3 Standardization of Hours

The following categories of minimum staffing hour components will be observed for the indicated job classifications:

<u>Classification</u>	<u>Available assigned Hours/Week</u>
Instructional Aides (SI-General)	10
Instructional Aide-Bilingual	15
Instructional Aide-Physical Education	15
Instructional Assistant-EL	15
Instructional Assistant-Computer	15
Community Resource Coordinator	5
School Office Clerk	25
School Health Technician	15
School Library Specialist	15

Any reductions below the above assigned hours/week shall be in accordance with layoff procedures in Article 19.

6.8 Seniority

Effective with the execution of this agreement, seniority, shall mean the date upon which an employee initially becomes employed in any classification in the bargaining unit represented by CSEA. Such hire date seniority shall be adjusted only pursuant to Rules promulgated by the Personnel Commission.

6.9 Staff Development Day

The classified instructional employees listed below qualify for the State Instructional time and Staff Development Reform Program and are required to attend District-sponsored Staff Development activities on that day:

Instructional aides working in a regular classroom, or in the classification of: Special Education, Bilingual, Computer, EL, Interpreter, Severely Disabled, Physical Education, Intensive Behavior, Community Liaisons/Project Assistant, Community Resources Coordinator, and at the Oak View Preschool.

This provision is subject to funding under the State Instructional Time and Staff Development Reform Program.

Classified employees not required to attend Staff Development activities on a Staff Development Day, which falls within their working year, shall be given the option to work their assigned time or utilize appropriate leave options on that day. Those employees are as follows:

School Library Specialists, Health Technicians, Food Distribution Workers, Bus Drivers, Driver Trainers, and Child Care Attendants.

All other classified employees work their normal day. This includes, but is not limited to:

School Office Managers, School Office Clerks, Custodians, etc.

6.10 Summer Program Selection

Regular Permanent Classified employees whose work year does not include the time in which a Summer Program, including summer school, is in operation, shall be eligible to work that Summer Program. No Classified Employee shall be required to work Summer Program if it is not included in their work year.

6.10.1 Eligible Classified employees shall contact Classified Personnel Department each year in writing, prior to April 1, to indicate an interest in Summer Program employment.

6.10.1.1 The Classified Personnel Department shall rank the names of eligible employees based on seniority within the list.

6.10.1.2 Selection of eligible employees shall be based on seniority with in the affected classification.

6.10.1.3 The Special Education Program shall be exempt from Article 6.10.1.2

6.10.2 Summer Program employment shall occur within classifications that perform similar functions during the academic year and shall be paid at the rate applicable to similar employment during the academic year.

6.10.2.1 Permanent Classified employees shall be employed within their classification prior to the District employing a person who does not hold permanency within the classification.

Article 7- Leaves

7.8.1.2 This leave shall not be used for purposes of personal convenience, for matters that can be taken care of outside the normal work hours, for the extension of a holiday, a vacation period, for recreational activities, or for Association activities or unit member work slowdown, or stoppage.

7.8.2 Personal Reasons

Four of the Personal Necessity Leave days under this section may be taken by a unit member each year for "personal reasons," subject to the conditions stated in 7.8.1.2 above. No explanation is required when Personal Necessity leave is taken for "personal reasons." This leave is subject to the following requirements:

7.8.2.1 For Full Time employees, Personal Necessity Leave taken for "personal reasons" must be taken in at least half day increments.

7.8.2.2 For Part Time employees, Personal Necessity Leave taken for "personal reasons" must be taken in increments of four hours, or a full day, whichever is less. A full day, for the purposes of this Article, is defined as regularly assigned hours for that day and will be counted as one of the four Personal Necessity Leave days taken for "personal reasons."

7.14.3 Vacation Utilization

Ten and eleven-month employees may use earned vacation during the regular winter, spring, or fall recesses by indicating vacation time on the regular time card. All accrued vacation days not paid in this manner shall be paid at the close of the current work year except upon written approval of the Superintendent or his/her authorized representative to allow accumulation.

7.15 Catastrophic Leave

7.15.1 Catastrophic Leave Bank

7.15.1.3 The Assistant Superintendent of Human Resources shall solicit donations to the Catastrophic Leave bank quarterly beginning on the first day of school each year and as needed.

7.15.7.2 The maximum number of days allowed to be utilized by one employee for a single approved catastrophic illness or accident shall not exceed sixty (60) work days within the employee's normal work year, not including holidays as designated in the Agreement.

7.15.7.2.1 The Committee may approve the transfer of leave from the leave bank in increments of up to four (4) work weeks, not to exceed an accrued total of twelve (12) work weeks, not including holidays. Prior to the exhaustion of each four (4) work week periods, the Committee shall meet again to consider the extension of catastrophic Leave for up to four (4) additional work weeks.

Article 11 - Health and Welfare Benefits

In consideration for eliminating Appendix G – Lotto Days, the District will increase the maximum annual health benefit contribution for eligible unit members from \$7,225.00 to \$7,775.00 effective beginning 2011-2012 insurance year.

Article 20 - Transportation

20.2.4 The District shall make every effort to maintain thirteen; thirty-hour guaranteed driver positions. Said benefitted positions shall be assigned based on seniority. Operational and/or instructional needs may require changes. Should such changes result in a reduction in hours, the District shall meet with CSEA to discuss the efforts taken to maintain those hours. In the event changes are implemented by the District, the effects will be negotiated with CSEA, Chapter 375.

20.3.3 Every reasonable effort shall be made to maintain drivers' hours established through the Bidding Procedure. Operational and/or instructional needs may require changes. Should such changes result in a reduction in hours, the District shall meet with CSEA to discuss the efforts taken to maintain those hours. In the event changes are implemented by the District, the effects will be negotiated with CSEA, Chapter 375.

Appendix G – Lotto Days

Appendix G

Eliminate Appendix G and revert to a standard 5 day/8 hours per day work week in accordance with Article 6, Section 6.1 beginning August 21, 2011. As of June 30, 2012, lotto days will be rescinded. In consideration for eliminating Appendix G, the District will increase its maximum annual health benefit contribution for eligible unit members from \$7,225.00 to \$7,775.00, effective beginning 2011-2012 insurance year. The District shall pay eligible unit members for lotto days under Appendix G in the 2007-2010 CSEA Agreement as follows:

1. Accrual of lotto days end on August 20, 2011;
2. Current lotto day requests through August 31, 2011 shall be honored;

3. Banked lotto days accrued up to August 20, 2011 will be paid off as follows:

Payoff of banked lotto days:

- a. Banked lotto days will be paid at the employee's August 20, 2011 pay rate;
- b. A maximum of 10 banked days may be carried forward in the 2011-2012 school year in accordance with banked lotto day provisions in Appendix G in the 2007-2010 CSEA Agreement; and
- c. Any unused banked lotto days will be paid off on June 30, 2012 at the August 20, 2011 pay rate.

MEMORANDUM OF UNDERSTANDING

Ocean View School District and the California School Employees Association, Chapter #375 agree to execute a Memorandum of Understanding for the 2011-12 school year only to include the following:

Article 7 – Leaves

7.8.1 For the 2011-12 school year, eight (8) of the personal necessity leave days under section 7.8 may be taken by unit members for “personal reasons” under section 7.8.2, subject to the conditions set forth in sections 7.8 – 7.8.4, as modified above. Beginning, July 1, 2012, the eight (8) “personal reasons” days shall revert back to four (4) days, unless extended by mutual written agreement between the District and California School Employees Association, Chapter 375.

Article 10 - Salaries

In consideration for the furlough days taken by unit members during the 2010-2011 school year and the restoration of teacher negotiated stipends during the 2010-2011 school year, the District shall provide unit members with additional pro-rated vacation days for the 2011-2012 school year only.

10 month employees	1 vacation day
11 month employees	2 vacation days*
12 month employees**	2 vacation days*

* Eleven and twelve month employees shall receive additional vacation days due to the fact that additional furlough days were taken by 11 & 12 month employees in 2010-2011.

** For the 2011-2012 school year only, 12 month employees may request a payoff for a maximum of 2 vacation days on the pay period ending June 20, 2012.

A one-time contribution to the insurance pool for a total of \$51,700 will be made for the 2011-2012 school year only.

Appendix Changes

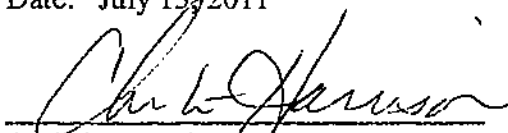
The District and Association agree to the following changes in the Appendices attached to the CSEA Agreement listed below.


Appendix		
A	Salary Range	Keep & Update
B	Salary Schedule	Keep & Update
C	Catastrophic Leave	Keep Revised Form and Revise Language in 7.15
D	Performance Plan	Keep Revised Form
E	Time Clock	Keep

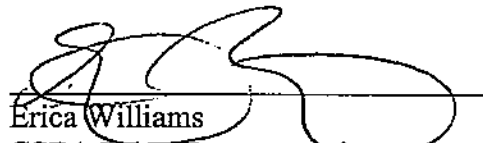
F	Summer Inspection	Remove
G	Lotto	Remove
H	Salary Study	Remove
I	Salary Ranges	Remove
J	Clerk Hours	Remove and Revise Language in 6.1.3
K	SOM Training	Remove
L	Switchboard	Remove
M	NCLB	Remove
N	Health Benefits	Remove
O	Cleanliness Form	Remove
P	Contracting Out	Remove

This tentative agreement is subject to ratification by CSEA unit members and approval by the District Board of Trustees.

Date: July 13, 2011


 Christine Harrison
 Director, Human Resources


 Lance Bidnick
 Negotiations Chairperson


 Erica Williams
 CSEA Labor Representative

OCEAN VIEW SCHOOL DISTRICT
CLASSIFIED EMPLOYEE PERFORMANCE IMPROVEMENT PLAN

Employee Name: _____ Classification: _____

Supervisor: _____ School/Dept: _____

Identified area(s) of performance which need to be improved: _____

Specific suggestions for improvement in identified areas and assistance to be provided: _____

Date to review progress: _____

EMPLOYEE: I have provided input into and have been given a copy of this Performance Improvement Plan.

Signature of Employee: _____ Date _____

Signature of Supervisor: _____ Date _____

Status report by identified area(s): _____

Completion of plan: Successful Not successful Write new plan

EMPLOYEE: My performance on the improvement plan has been discussed with me. My signature acknowledges receipt of this plan.

Signature of Employee: _____ Date _____

Signature of Supervisor: _____ Date _____

Appendix D

Revised 12/3/10

OVSD and CSEA Tentative Agreement: July 13, 2011

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Initial 

Initial 

**CSEA CHAPTER #375
CONTRACT
WITH
OCEAN VIEW SCHOOL DISTRICT**

PREAMBLE

The Ocean View School District and C.S.E.A. Chapter #375 are committed to equal opportunity for all classified employees. Therefore, any work related actions, conditions, rules, procedures, and policies shall be free of discrimination based on race, color, creed, national origin, ethnic group, age, sex, religion, politics, marital status, disability, membership in an employee organization, or participation in an employee organization.

ARTICLE 1 RECOGNITION

- 1.1. The District confirms its recognition of CSEA Chapter #375, as the exclusive representative for that unit of employees recognized by the District per its resolution dated July 6, 1976, and the recognition agreement dated July 1, 1976.

ARTICLE 2 DISTRICT RIGHTS

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operations; the kinds and 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; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work according to law; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, assign, evaluate, promote, terminate and discipline employees.
- 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 2.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency shall be defined as an act of God or other occurrence beyond the control of the District having serious and substantial impact on the District, and work action. The determination of whether or not an emergency exists is solely within the discretion of the board and not subject to the grievance procedure of this Agreement.

ARTICLE 3 EMPLOYEE RIGHTS AND ORGANIZATIONAL SECURITY

- 3.1 The District and the Association recognize the right of unit members to form, join and participate in lawful activities of unit member organizations, the equal alternative right of unit members to refuse to form, join or participate in employee organization activities subject to the organizational security provision of this article.

3.2 Agency Fee

Existing law, effective January 1, 2001, requires bargaining unit employees, as a condition of employment, to either join their employee organization or pay their organization a fair share service fee. (Government Code § 3543) The parties acknowledge that CSEA has notified the employer to implement the provisions of Government Code § 3456(a).

- 3.2.1 The Association shall have the sole and exclusive right to payroll deduction of regular membership dues and agency shop service fee payers.
- 3.2.2 An Association member may not revoke his/her membership or dues payment for the duration of the existing contract and can be revoked only at the end of the contract.

3.2.3 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

3.2.4 Any new unit member shall within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, become a member of the Association or pay to the Association a service fee. There shall be no charge to the Association for such mandatory agency fee deductions.

3.3 Dues Deduction

3.3.1 The District shall deduct dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement, or who become members thereafter, and who have submitted dues authorization forms to the District. The District shall deduct dues in accordance with the CSEA dues and service fee schedule.

3.3.2 The District shall notify the CSEA within a reasonable period of time if any member revokes a dues authorization.

3.4 Service Fee

3.4.1 All bargaining unit members who do not submit a dues authorization or who revoke a dues authorization shall pay CSEA a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of CSEA membership for the duration of the Agreement.

3.4.2 However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.

3.4.3 In the event that an employee revokes a dues authorization, or fails to make arrangements with CSEA for the direct payment of service fees, pursuant to Education Code Section 45168(b), the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees.

3.4.4 CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining in accordance with applicable law. CSEA will provide all service fee payers with a reasonably prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest-bearing escrow account all amounts in dispute while such challenges are pending in accordance with applicable law.

3.5 Religious Objection

Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment except that once such employee has submitted evidence satisfactory to CSEA that he/she is a member of such religious organization, he/she will be required, in lieu of a service fee, to pay sums equal to such service fee either to a nonreligious, non-labor organization or charitable fund exempt from taxation under Section 501(c)(3) of title 26 of the Internal Revenue Code, chosen by such employee from the following list of three:

3.5.1 American Red Cross

3.5.2 United Way

3.5.3 Or any charitable organization mutually agreed to by the District and CSEA.

3.6 Deduction and Payment of Charitable Contributions

Those who object to joining or financially supporting employee organizations, pursuant to Section 3.5 above, shall submit proof of in lieu of payment on an annual basis to CSEA and the District, as a condition of continued exemption from the provisions of Section 3.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before July 1 of each school year. A written statement of objection shall accompany the first year's proof of payment and is subject to verification by the Association.

3.6.1 Any unit member making payments as set forth in Section 3.2 and 3.2.1 above, and who requests utilization of the grievance provisions of this agreement, shall be responsible for paying the reasonable cost of using said grievance and arbitration procedures.

3.6.2 With respect to all sums deducted by the District pursuant to Sections 3.2.1, 3.2.2, 3.2.4, and 3.5, above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or service fee status in CSEA and indicating any changes in personnel from the list previously furnished.

3.6.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of the Article.

3.7 Hold Harmless Provision

CSEA shall indemnify, defend, and hold harmless the District, the District's Board of Trustees, including each individual School Board member, and employees acting within the scope of their employment, agents and representatives of the District against any and all claims, demands, suits or other forms of liability brought by other than CSEA, including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees, and any back pay, penalties, or awards resulting from any court, arbitrator, or PERB order, judgment, or settlement which may arise by reason of, or resulting from the operation of Article IV of this Agreement.

CSEA shall bear all legal costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees, and all other legal costs of litigation.

Upon commencement of such legal action, CSEA shall have the exclusive right to decide and determine whether any claim, liability, suit, or judgment made or brought against the District or CSEA because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. CSEA's decision thereon shall be final and binding upon all parties protected by this Article. This Article shall not be construed as a waiver on the part of the District, Board of Trustees, or any individual protected by this Article of any claim against CSEA for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless.

Within ten (10) calendar days of proper service of a claim, demand, suit, or other legal action against any protected party, the District shall inform CSEA and provide CSEA with copies of any documents received as a result of the legal action. Upon request, the District shall provide CSEA's legal counsel with documents and information reasonably related to providing a defense.

ARTICLE 4 ASSOCIATION RIGHTS

4.1 Association Activities

All Association business, discussions and activities will be conducted by employees or Association officials outside established work hours (as defined in Article 6 herein) and will be conducted in places other than district property, except when an authorized Association representative obtains advance permission from the Assistant Superintendent, Human Resources.

4.2 Use Of Mailboxes And Bulletin Boards

The Association may use the school mailboxes, mail system and Association bulletin board space designated by the Superintendent. The Association recognizes that the use of the District mail system strictly prohibits the use of an electronic mail system the District currently has or may have in the future. Use of such facilities is subject to the following conditions:

4.2.1 All postings for bulletin board or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president.

4.2.2 A copy of such posting or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution.

4.2.3 The Association will not post or distribute information which is derogatory or defamatory of the District or its personnel, subject to the immediate removal by the District of the right to post or to distribute for a period of at least one full semester.

4.2.4 Association authorized representatives (annual list provided to the Assistant Superintendent, Human Resources) have the right of reasonable access to facsimile machines for the purpose of facilitating communication between the District and the Association.

4.2.5 CSEA will have a role in new employee orientation.

4.3 Association Release Time

4.3.1 For Grievance Processing

The Association will receive release time for the processing of grievances in accordance with the Miscellaneous Provisions of Article 5, Grievance Procedure.

4.3.2 Annual Conference Attendance

Release time will be provided for up to four Association delegates to attend the annual CSEA state conference. (CSEA understands and agrees that the District has withdrawn language specifically referencing that CSEA shall reimburse the District for the cost of substitutes to replace such employees, if any, without prejudice to the District's right to maintain its right to so insist should occasion arise in the future).

4.3.3 Association President

The Association President (or his/her designee) may, upon at least one day advance written notice to the Assistant Superintendent Human Resources, be granted release time (up to thirty [30] days) per fiscal year to conduct normal Association activities. These activities shall not include any form of work action or work stoppage. The Association shall pay the cost of any substitutes.

4.3.4 Release time will be provided to CSEA Executive Board members for CSEA sponsored training with at least five (5) days prior notice to the Assistant Superintendent, Human Resources. Up to ten (10) of the President's thirty (30) release days may be used for this purpose.

4.4 Contracting Out

An advisory committee consisting of three CSEA employees, and three District appointees shall meet at least three times annually for the purpose of reviewing contracting out within the District. The Committee shall meet as follows: March, June and September. The meetings shall be called by the Assistant Superintendent, Administrative Services, who shall act as chair.

This committee is advisory and is established to promote a harmonious working relationship.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 Definitions

5.1.1 A "grievance" is a formal written allegation by the Association and/or a grievant that he/she/it has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or by the administrative regulations and procedures of this school district are not within the scope of this procedure.

5.1.2 A "grievant" may be the Association and/or any employee of the district covered by the terms of this Agreement.

5.1.3 A "day" is any day in which the central administrative office of the Ocean View School District is open for business.

5.1.4 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

5.2 Informal Conference

5.2.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor. If the grievant is the Association, the informal conference shall take place with the Assistant Superintendent Human Resources.

5.2.2 After the informal conference and prior to the formal level, an individual or the Supervisor may request a second informal conference. At that conference the employee has the right to request representation. Such second conference shall not act to extend the time frame within which a grievance must be timely filed, except that the parties may, by mutual written consent, cause such time period to be extended. (This section does not apply to an Association grievance.)

5.2.3 Each party shall make every reasonable attempt to resolve the grievance at the informal level.

5.3 Level One

5.3.1 Within fifteen (15) days after the occurrence of the act or the omission giving rise to the grievance, the grievant must present his/her grievance in writing on appropriate form to his/her immediate supervisor or if it is an Association grievance, to the Assistant Superintendent Human Resources.

5.3.2 This statement shall be a clear, concise statement of the grievance, the circumstances involved, the section of the Agreement alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

5.3.3 The supervisor or the Assistant Superintendent Human Resources shall communicate his/her decision to the employee and/or the Association in writing within ten (10) days after receiving the grievance. If the supervisor or the Assistant Superintendent Human Resources does not respond within the time limits, the grievant may appeal to the next level.

5.3.4 Within the above time limits, any party may request and will be provided with a personal conference between the employee and their supervisor.

5.4 Level Two

5.4.1 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed on the appropriate form to the Assistant Superintendent Human Resources within ten (10) days.

5.4.2 This statement should include a copy of the original grievance, the decision rendered, the section of the Agreement alleged to have been violated, and a clear, concise statement of the reasons for the appeal.

5.4.3 The Assistant Superintendent Human Resources shall communicate his/her decision within ten (10) days after receiving the appeal. If the Assistant Superintendent does not respond within the time limits provided, the grievant may appeal to the next level. Either the grievant or the Assistant Superintendent may request and be provided with a personal conference within the above time limit.

5.5 Level Three

5.5.1 If the grievance is not resolved at Level Two, CSEA Chapter #375 may present a written request for arbitration to the Assistant Superintendent Human Resources within ten (10) days from the date a decision was rendered at Level Two, or if no decision was timely rendered at Level Two, within twenty (20) days from the time the appeal to Level Two was made.

- 5.5.2 As soon as practical after the receipt of arbitration request, the Assistant Superintendent Human Resources, shall confer with CSEA Chapter #375 for the purpose of selecting an arbitrator to hear the grievance appeal. The arbitrator shall be selected from a panel of three arbitrators pre-designated by mutual agreement of the parties. In selecting an arbitrator the parties shall first attempt to mutually agree upon the selection of an arbitrator from the Panel. If the parties are unable to mutually identify a single arbitrator from the Panel to be designated to resolve the grievance dispute, the parties will alternately strike one name from the list until one arbitrator is so selected and will be deemed to serve as the agreed-upon arbitrator to resolve the grievance dispute. No one other than those currently on the Panel may be selected to arbitrate a grievance dispute under this Agreement.
- 5.5.3 The parties shall meet as soon as practicable after the execution of this Agreement for purposes of identifying a panel of three (3) arbitrators who shall serve, for the balance of the term of this Agreement and any successor Agreements. Arbitrators selected should be experienced in the process of conducting an evidentiary hearing process to conclusion and have special knowledge, training and experience in the resolution of grievance disputes, including utilization of techniques of dispute mediation, affecting classified employee matters in a California School District which has adopted a Merit System pursuant to Article 6, Sections 45240 et. seq.
- 5.5.3.1 In June 1996, and every June thereafter for the term of this Agreement, either party may effect the removal of one (1) designated Panel Arbitrator. Selection of a replacement Panel Arbitrator shall be by mutual agreement, utilizing the criteria specified in 5.5.3.
- 5.5.3.2 In the event a Panel arbitrator becomes deceased or otherwise incapacitated from serving, or advises the parties that he/she no longer wishes to be on the Panel, the parties shall meet as soon as practicable to designate a replacement arbitrator, utilizing the criteria specified in 5.5.3., and that designee shall serve for the balance of the term of the arbitrator being replaced.
- 5.5.4 The parties agree that the Voluntary Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing except that the arbitrator shall be specifically empowered and encouraged to utilize techniques designed to effect a mediated settlement of the dispute if, in his/her judgment, same is appropriate. However, the arbitrator shall be without power or authority to change, add to or subtract from this Agreement, require the commission of an act violative of law or which infringes upon the rights and powers of the Board of Trustees under law or to recommend any monetary award beyond that necessary to make the employee(s) whole with respect to lost wages.
- 5.5.5 The decision of the arbitrator shall be advisory and non-binding upon the District, and only the Board of Trustees has the right and authority to determine the sufficiency of charges and causes of action. The Board shall promptly consider the decision of the arbitrator and render its determination of the grievance not later than after the completion of two (2) regularly scheduled Board Meetings following receipt of the arbitrator's decision. The Board's decision shall be final and binding on all parties.
- 5.5.6 The cost and expenses of the arbitrator shall be shared equally by the District and CSEA Chapter #375.
- 5.5.7 A certified court reporter may be employed to record verbatim the entire arbitration hearing. The party ordering this reporting service is responsible for payment of all costs

associated with recording and transcribing the hearing unless otherwise agreed to between the District and CSEA Chapter #375.

5.6 Grievance Meetings And Release Time

Grievance meetings normally will be scheduled by the District so as not to conflict with the required duties of the employee. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's central office, the District shall provide release time with no loss of pay to the grievant and the authorized representative of the Association if he/she is a unit member so that the session can be accommodated within such business hours. This shall constitute "reasonable periods of release time" within the meaning of Government Code Section 3545.1(c)

5.7 Grievance Files

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

5.8 Grievance Representation

The grievant shall be entitled, upon request, to representation by the Association at all grievance meetings beyond the first informal level.

5.9 Grievance Resolution

In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and proposed resolution and has been given the opportunity to state its views on the matter.

5.10 Extension Of Timelines

Upon request, prior to the expiration of the time limits, additional reasonable time may be granted by the mutual agreement of both parties.

ARTICLE 6 HOURS

6.1 Regular Hours

The regular work week of a full-time employee shall be forty (40) hours, and the regular work day shall be eight hours. Where the District and the employee(s) affected may agree, the regular work day shall be longer, but not to exceed ten (10) hours per day, exclusive of a thirty (30) minute unpaid lunch period. The scheduling of work hours and work days shall be at the sole discretion of the District management, except that the District must obtain the consent of employees assigned to more than an eight (8) hour work day. An employee may request an alternate work schedule from his/her supervisor. The request shall also be reviewed by the Assistant Superintendent Human Resources and CSEA.

6.1.1 Employees may request a "voluntary" reduction in hours.

6.1.2 The District shall not decrease the assigned hours of classified positions without first negotiating the effects with CSEA.

6.1.3 Standardization of Hours

The following categories of minimum staffing hour components will be observed for the indicated job classifications:

<u>Classification</u>	<u>Available assigned Hours/Week</u>
Instructional Aides (SI-General)	10
Instructional Aide-Bilingual	15
Instructional Aide-Physical Education	15
Instructional Assistant-EL	15
Instructional Assistant-Computer	15
Community Resource Coordinator	5
School Office Clerk	25
School Health Technician	15
School Library Specialist	15

Any reductions below the above assigned hours/week shall be in accordance with layoff procedures in Article 19.

6.1.3.2 Based upon program or project needs, additional hours may be assigned to a classified position in a classification at a site having one or more employees at that site or department. In such cases, the supervisor will allot the additional hours based upon the following non-ranked criteria:

- Skills
- Training
- Seniority
- Experience
- Availability

6.2 Overtime

6.2.1 Overtime is any time required to be worked in excess of eight (8) hours in any work day, or any time in excess of forty (40) hours in any calendar week. If the employee's regular work day assignment is longer than eight (8) hours, overtime applies only to work performed beyond their normal assigned work day. For the purpose of computing the number of hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leaves of absence, shall be considered as time worked by the employee. The designation, authorization and allocation of any overtime shall rest solely with the District management and shall not be subject to Article 5, "Grievance Procedure."

6.2.2 Notwithstanding any other provision of this Section, the work week for any employee having an average work day of four (4) hours or more during the work week shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the work week at a rate equal to one and one-half (1-1/2) times the

regular rate of pay of the employee designated by the District and authorized to perform the work.

6.2.3 When a classified employee is required to work on any holiday designated under this Agreement, he/she shall be paid compensation, or given compensating time-off, at the rate of time and one-half the employee's regular rate of pay plus the employee's regular rate of pay (Holiday pay at regular rate of pay and pay at one and one-half times regular rate. Ed. Code 45203)

6.2.3.1 Holiday Overtime Pay

For work performed in excess of an employee's regular scheduled time (hours) compensation shall be paid at the rate of holiday pay (2½ times the regular rate) plus their regular overtime rate (1½ times the regular rate) which shall be equal to four (4) times the employee's regular rate of pay.

6.3 Compensatory Time

The District will provide compensation or compensatory time off at a rate equal to one and one-half (1½) times the employee's regular rate of pay for employees designated and authorized by the District to work overtime. Compensatory time off may be requested and taken by the employee if, in the judgment of the department head, it will not interfere with the effective operation of the department.

6.4 Duty Free Lunch

All employees who have been on duty for more than five (5) hours shall be entitled to an unpaid duty free lunch period of thirty (30) minutes per day.

6.5 Rest Periods

Every employer shall authorize and permit all employees to take rest periods, which insofar as practical, shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of fifteen (15) minutes of rest time per four (4) hours or major fraction thereof.

6.6 Callback

Any employee covered by this Agreement who is called back to work, either after normal working hours or on a day not worked, shall receive not less than two hours of work at his/her overtime pay rate, irrespective of the actual time required to be worked. Callback hours are hours that have not been pre-assigned by a supervisor.

6.7 Extra Work Hours

6.7.1 Extra work hours are hours that are pre-assigned by a supervisor and are in addition to the employee's regular hours. These hours are not considered call-back hours.

6.7.2 Extra work hours may be assigned to a Custodian by using the personnel requisition procedure based upon the needs of the District and the availability of each employee in this classification. For site based activities, the Custodial staff at the site will have first

opportunity for extra work. Where possible, such extra hours shall be distributed on an equitable basis.

6.7.3 At the middle school sites, where possible, overtime and extra hour assignments shall be distributed on an equitable basis. In such instances, the District will make a good faith effort to offer such overtime and extra hour assignments to eligible unit members in the appropriate classifications prior to offering work to substitutes.

6.8 Seniority

Effective with the execution of this agreement, seniority, shall mean the date upon which an employee initially becomes employed in any classification in the bargaining unit represented by CSEA. Such hire date seniority shall be adjusted only pursuant to Rules promulgated by the Personnel Commission.

6.9 Staff Development Day

The classified instructional employees listed below qualify for the State Instructional time and Staff Development Reform Program and are required to attend District-sponsored Staff Development activities on that day:

Instructional aides working in a regular classroom, or in the classification of: Special Education, Bilingual, Computer, EL, Interpreter, Severely Disabled, Physical Education, Intensive Behavior, Community Liaisons/Project Assistant, Community Resources Coordinator, and at the Oak View Preschool.

This provision is subject to funding under the State Instructional Time and Staff Development Reform Program.

Classified employees not required to attend Staff Development activities on a Staff Development Day, which falls within their working year, shall be given the option to work their assigned time or utilize appropriate leave options on that day. Those employees are as follows:

School Library Specialists, Health Technicians, Food Distribution Workers, Bus Drivers, Driver Trainers, and Child Care Attendants.

All other classified employees work their normal day. This includes, but is not limited to:

School Office Managers, School Office Clerks, Custodians, etc.

6.10 Summer Program Selection

Regular Permanent Classified employees whose work year does not include the time in which a Summer Program, including summer school, is in operation, shall be eligible to work that Summer Program. No Classified Employee shall be required to work Summer Program if it is not included in their work year.

6.10.1 Eligible Classified employees shall contact Classified Personnel Department each year in writing, prior to April 1, to indicate an interest in Summer Program employment.

- 6.10.1.1 The Classified Personnel Department shall rank the names of eligible employees based on seniority within the list.
- 6.10.1.2 Selection of eligible employees shall be based on seniority with in the affected classification.
- 6.10.1.3 The Special Education Program shall be exempt from Article 6.10.1.2

6.10.2 Summer Program employment shall occur within classifications that perform similar functions during the academic year and shall be paid at the rate applicable to similar employment during the academic year.

- 6.10.2.1 Permanent Classified employees shall be employed within their classification prior to the District employing a person who does not hold permanency within the classification.

ARTICLE 7 LEAVES

7.1 Absence Reporting

It is the employee's responsibility to call the Substitute Assignment Management System (SAMS) if their absence meets any of the following criteria:

- If the absence is the entire work shift;
- If the absence requires a substitute;
- If the absence is four (4) hours or greater;
- If the absence starts at the beginning of the daily work shift and has not received prior approval.

In cases of sudden emergency, this requirement will be waived.

7.1.1 The employee must notify SAMS not later than one (1) hour prior to the start of their scheduled work shift on the first day of absence. Exceptions are listed below:

7.1.1.1 Employees in Maintenance, Operations and Facilities will call the Substitute Assignment Management System (SAMS) no later than 0630 hours, or one-half (½) hour prior to the start of their scheduled work shift. After 0630 hours, the employees shall also call their immediate supervisor to report an absence.

7.1.1.2 Employees in the Food Service Department will call the Substitute Assignment Management System (SAMS) no later than 0800 hours, or two (2) hours prior to the start of their scheduled work day. After 0800 hours, employees shall also call their immediate supervisor to report an absence.

7.1.1.3 Employees in the Transportation Department will call the Substitute Assignment Management System (SAMS) no later than 0600 hours. After 0600 hours, employees shall also call the dispatcher or supervisor to report an absence.

7.1.1.4 Custodians assigned to evening hours will call the Substitute Assignment Management System (SAMS) no later than 1400 hours. After 1400 hours, Custodians shall also call the Supervisor of Warehouse, Custodial and Emergency Services to report an absence.

7.1.1.5 Employees in the Child Care Program will call the Substitute Assignment Management System (SAMS) no later than 0600 hours or 3 hours prior to the start of their scheduled work day, whichever is later. After 0600 hours, employees should also call their immediate supervisor to report an absence.

7.1.1.6 Employees who are absent three (3) or more days, on the last day of absence, shall also notify their supervisor of their expected date of return, in order that any substitute may be released. If the employee fails to notify his/her supervisor and both the employee and the substitute report, the substitute is entitled to the assignment. The employee shall not receive pay for that day.

7.2. Paid Sick Leave

Sick leave is the authorized absence of an employee because of personal illness or personal injury due to an accident or exposure to contagious disease.

7.2.1 Permanent Employees

7.2.1.1 A permanent employee whose regular work assignment is at least five (5) days per week, 12 months per year, shall earn sick leave credit at the rate of one (1) day for each one (1) month of service, not to exceed a total of twelve (12) days each fiscal year.

7.2.1.2 A permanent employee shall earn paid sick leave at the rate of one day for each month assigned time per week divided by five (5) days of service not to exceed a total of twelve (12) days per year. A permanent employee working less than twelve (12) months a year shall be entitled to a proportionate sick leave allowance according to assignment.

10 month employees - 10 days per year

11 month employees - 11 days per year

12 month employees - 12 days per year

7.2.1.3 A permanent employee employed less than five (5) days shall be entitled for a fiscal year of service, to that proportion of twelve (12) as the number of days he/she is employed per week bears to five (5), i.e. forty (40) hours/week equals hours earned per month.

7.2.2 Probationary Employees

A probationary employee earns one (1) calendar day per month during the probationary period (6 months) which are credited to his/her account at employment. After successfully completing probationary period, he/she earns an additional one day/month for remaining six months. Fractional days shall be counted as a full day in computing the benefits and responsibilities under this section.

7.2.3 Amount Of Sick Leave Pay

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

7.2.4 Accumulation Of Sick Leave

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

7.2.4.2 If any employee does not use the full amount of sick leave allotted in any year, the amount not used shall be accumulated without limit. Employees cannot be reimbursed for accumulated sick leave. However, upon separation from the District, other options may apply.

7.2.5 Verification Of Use

7.2.5.1 If an employee is absent for more than five (5) working days, and there is reason to believe that abuse of personal illness or injury leave has occurred, only the Assistant Superintendent, Human Resources, may require a doctor's statement obtained at the employee's own expense, stating the nature of the illness or injury and the date the employee is able to return to work.

7.2.5.2 When an employee returns to work from an absence, he/she shall complete the absence form prescribed by the District. The Assistant Superintendent Human Resources may require further evidence or proof of reasons for absence if he/she has reasonable cause.

7.2.6 Sick Leave Incentive Program

The District agrees to modify the Sick Leave Incentive Program language as follows, effective July 1, 1997. The Sick Leave Incentive Program shall be June 21 through June 20 of the applicable year to coincide with payroll deadlines.

7.2.6.1 A full time twelve month classified employee who has no absences from work between June 21 and June 20 due to illness, personal necessity, or personal reasons shall be eligible for a \$300 award.

7.2.6.2 A full time twelve month classified employee who is absent one (1) day [defined as between .1 and 1.0] from work due to illness, personal necessity, or personal reasons shall be eligible for a \$225 award.

7.2.6.3 A full time twelve month classified employee who is absent two (2) days [defined as between 1.1 and 2.0] from work due to illness, personal necessity, or personal reasons shall be eligible for a \$150 award.

7.2.6.4 The Sick Leave Incentive Payment will be included on the July paycheck.

7.2.6.5 Employees working less than 12 months will be prorated based upon the number of months worked divided by 12.

7.2.6.6 This program shall apply to regular hourly employees prorated upon average assigned time per week. Under no circumstances will the award amount be less than half the amounts listed herein (prorated for months worked divided by 12).

7.2.6.7 If an employee requires up to two (2) days personal necessity leave which is taken consecutively with five (5) days bereavement due to out-of-state travel or travel in excess of 400 miles one way, such personal necessity will not count against the determination of eligibility of an award under the Sick Leave Incentive Program.

7.2.6.8 Donations by employees to the Catastrophic Leave Bank shall not be considered used sick days for purposes of calculations for an award under the Sick Leave Incentive Program.

7.3 Long Term Sick Leave

If any employee is absent for illness or accident for a period of five (5) months or less, beginning on the first day of absence, he/she is entitled to full pay based upon available sick leave and, subsequently, pay equal to the difference between the salary paid the substitute filling his/her position and his/her regular salary until the end of five (5) months.

7.3.1 After exhaustion of all available sick leave and if no substitute is employed to fill the position, the employee shall receive his/her regular salary.

7.3.1.1 The Substitute shall perform the duties associated with the position of the absent employee.

7.3.1.2 When a current employee substitutes for an employee who is out of available sick leave, then a good faith effort will be made to replace that employee being utilized as a substitute.

7.3.2 If the absence is due to illness which is not an industrial illness or accident, the employee has the option of using accumulated vacation and compensatory time following expiration of his/her regular sick leave or retaining his/her vacation and compensatory time and receiving only differential pay.

7.3.3 After exhaustion of paid sick leave, an employee who is still ill or injured may, upon request, use accumulated vacation and compensatory time. Upon exhaustion of all paid leave an employee may request an Unpaid Leave of Absence.

7.4 Family Care and Medical Leave

The District shall provide Unit members, upon request, Family Care and Medical Leave in accordance with this Section and in compliance with federal and state law and appropriate regulations.

7.4.1 Eligibility

7.4.1.1 All Unit members are eligible for leave under this Section if they have worked a mandatory 1250 hours within the previous twelve month period.

7.4.1.2 A Unit member may request leave under this Section for:

- Unit member's serious health condition,
- the serious health condition of a member of the Unit member's family,
- the birth of a child of the Unit member or placement of a child with a Unit member in connection with adoption or foster care of the child by the Unit member.

7.4.1.3 As used in this Section "Family" includes spouse, children, mother, father, grandmother, grandfather or grandchildren and any natural or legally adopted relative living in the immediate household of the Unit member.

7.4.1.4 A "serious health condition" is normally any illness, injury, impairment or physical or mental condition that either involves inpatient care in a hospital, hospice or residential health care facility, or involves continuing treatment or supervision by a health care provider. The Unit member may be requested to provide a doctor's certification of the health condition of the Unit member's relative and a statement that the condition requires the Unit member to provide health care.

7.4.1.5 A Unit member's eligibility for leave under this Article shall not be affected by entitlement, or lack thereof, of another member of the Unit member's family to any leave benefit under any statute or any employment.

7.4.2 Length of Leave

An eligible Unit member may take up to twelve (12) work weeks within a fiscal year (July 1 through June 30).

7.4.3 Benefits

7.4.3.1 Leave under this Article shall entitle the Unit member to all economic benefits of employment, except for salary, on the same basis as if the Unit member were not on leave.

7.4.3.2 Leave under this Article shall entitle the Unit member to continued accrual of all "service related" rights of employment, including without limitation seniority, salary advancement, reemployment and participation in optional benefit programs such as early retirement.

7.4.3.3 Leave under this Article shall run concurrent with other leave available to the Unit member.

7.4.4 Return to Work

7.4.4.1 Leave under this Article shall terminate whenever the Unit member returns to continuous active service following notice as provided below.

7.4.4.2 A Unit member returning from leave under this Article shall be reinstated to a comparable assignment in the same classification held by the Unit member at the commencement of the leave.

7.4.4.3 A Unit member who, while on leave under this Article, gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next work day following expiration of the leave.

7.4.5 Procedures

7.4.5.1 Leave under this Article shall commence on the date indicated by the Unit member in the written leave notice provided by the Unit member to the Assistant Superintendent Human Resources. The leave notice shall specify:

- leave will be taken pursuant to this Article,
- the date the leave commences,
- the anticipated pattern of leave use if the Unit member will not be absent continuously, and
- the anticipated date of return to continuous active service, if known by the Unit member.

7.4.5.2 Leave under this Article shall terminate on the next working day following the date indicated by the Unit member in the written return notice provided by the Unit member to the Assistant Superintendent Human Resources. The written return notice shall specify:

- that the Unit member is on leave pursuant to this Article,
- that the Unit member will return to continuous active service, and
- the date upon which the Unit member will return to continuous active service.

7.4.5.3 If a Unit member on leave under this Article determines to resign or retire without returning to continuous active service, the Unit member shall provide written notice of such determination to the District, designating the last day of employment. Leave under this Article shall terminate without further notice to the District on the next work day following the day designated by the Unit member as the last day of employment.

7.5 Industrial Accident Or Illness Leave

7.5.1 Reporting Procedures

Report any job-related accident, injury, or illness to your Supervisor and/or the District Workers' Compensation office as soon as possible.

7.5.2 Granting A Leave

If absence from work is necessitated by an industrial accident or illness, a paid Industrial Accident or Illness Leave shall be granted provided that the District or its designated representative has determined that the illness or injury was directly related to the performance of the employee's duties.

7.5.3 Duration And Terms Of Leave

7.5.3.1 Paid industrial leave shall be for not more than sixty (60) days per injury. Industrial Accident or Illness Leave will begin on the first day of absence and will be reduced by one day for each day of authorized absence regardless of temporary

disability allowance made under worker's compensation. Upon application, the Board may, in its sole discretion, grant additional days leave.

7.5.3.2 Days absent while on paid Industrial Accident or Illness Leave shall not be deducted from sick leave. Allowable leave, sixty (60) days, shall not be accumulated from year to year.

7.5.3.3 If an industrial accident or illness occurs at a time when the sixty (60) days will overlap into the next fiscal year, the employee may carry over into the next fiscal year only the amount remaining at the end of the fiscal year in which the injury occurred.

7.5.3.4 If the employee is unable to return to work after exhaustion of Industrial Accident or Illness Leave, he/she shall receive sick leave if he/she is eligible. The amount deducted from sick leave will be only that necessary to provide a full day's wages when added to compensation from Worker's Compensation. After all paid sick leave has been exhausted, an employee shall receive pay from accrued vacation or any other paid leave.

7.5.3.5 If the absence is the result of an industrial accident or illness, the employee shall use accumulated sick leave, vacation and any other paid leave before receiving differential pay.

7.5.3.6 After expiration of all paid leave, the appointing authority may place the employee on industrial accident or illness leave without pay.

7.5.3.7 When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of his/her position, the employee will be placed on a reemployment list for a period of 39 months. (See Section 7.4.5.2)

7.5.3.8 Periods of Industrial Accident or Illness Leave, paid or unpaid, shall not be considered to be a break in service.

7.5.3.9 An employee on Industrial Accident or Illness Leave and receiving benefits must remain within the state unless the Board approves travel out of state.

7.5.4 Leave Payment

During all paid leaves for Industrial Accident or Illness, the employee shall endorse to the District wage loss benefit checks received under the worker's compensation law of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement, and other authorized contributions. Payment for wages lost on any day shall not, when added to an award granted the employee under Worker's Compensation Laws of this State, exceed the employee's normal wage for the day.

7.5.5 Rights Upon Return From Leave

7.5.5.1 Upon return to service from any paid leave resulting from industrial accident or illness, an employee shall be assigned to a vacant position in his/her former class

ahead of any employee with lesser seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed employee in the class with less seniority. If an employee's class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.

7.5.5.2 Return After Being Placed on 39 Month Reemployment List

When medically released for return to work, during the 39 months period, an employee shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.

7.5.5.3 If an employee who has been placed on a reemployment list and who has been medically released for return to work refuses to accept an appropriate assignment, he/she shall be removed from the reemployment list.

7.6 Bereavement Leave

7.6.1 All Unit members shall be entitled to a maximum of five (5) days of paid leave of absence on account of the death of a child, sibling, parent, spouse or significant other.

7.6.2 All Unit members are entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel or travel in excess of 400 miles one way is required, due to the death of any other member of the family. Other members of the family are defined as grandmother, grandfather, or grandchild of the Unit member or Unit member's spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any natural or legally adopted relative living in the immediate household of the Unit member.

7.6.3 Expansion of the definition of family may be granted at the sole discretion of the Superintendent or his/her designee.

7.6.4 No deduction shall be made from the salary or District contribution to Health and Welfare Benefit Program of Unit members entitled to Bereavement Leave nor shall such leave be deducted from leaves granted by other sections of the Education Code or provided by the Governing Board of the District.

7.6.5 Bereavement for anyone other than those members of the family identified within the Bereavement Leave section may be taken under the Personal Necessity Section of this agreement.

7.6.6 Request For Leave

A request for leave shall be submitted to the Human Resources Department as soon as possible for payroll accounting purposes.

7.7 Jury Duty and Legal Leave

7.7.1 Entitlement

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 court. Leave shall be granted for the period of jury service.

7.7.2 Payment

The employee shall receive full pay while on leave provided that the jury service fee for leave is assigned to, and the subpoena or court certification is filed with the District.

7.7.3 Request For Leave

Request for jury service leave is made by presenting the official court summons to jury service to the department head, and then reporting to Human Resources Department for further instructions.

7.7.4 Employee Availability For Work

The employee shall make himself/herself available for work during hours when his/her presence is not required in court.

7.7.5 Legal Leave

For any appearance in court or to respond to an official order from another governmental jurisdiction, a Unit member may utilize Personal Necessity Leave. However, if any employment-related court or agency appearance other than through the wrongdoing of the Unit member or as a plaintiff against the Board is required of a Unit member, it shall be made without loss of pay and without charge to any other accrued leave benefits.

7.8 Personal Necessity Leave

7.8.1 Entitlement - Up To Ten Days/Year

An employee may use not more than ten (10) days per year of his/her regular sick leave benefits in cases of personal necessity (explanation required), including any of the following:

7.8.1.1 Death of a member of the immediate family when additional leave is required beyond that provided by Bereavement Leave. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family. Appearance in court as a litigant, or any order made with jurisdiction. Any other reason as may be prescribed by the District, including religious holidays, which the employee cannot reasonably be expected to disregard. Nothing in this policy shall be construed to permit an employee to be absent from his/her work station to participate in any form of work stoppage.

7.8.1.2 This leave shall not be used for purposes of personal convenience, for matters that can be taken care of outside the normal work hours, for the extension of a holiday, a vacation period, for recreational activities, or for Association activities or unit member work slowdown, or stoppage.

7.8.2 Personal Reasons

Four of the Personal Necessity Leave days under this section may be taken by a unit member each year for "personal reasons," subject to the conditions stated in 7.8.1.2 above. No explanation is required when Personal Necessity leave is taken for "personal reasons." This leave is subject to the following requirements:

7.8.2.1 For Full Time employees, Personal Necessity Leave taken for "personal reasons" must be taken in at least half day increments.

7.8.2.2 For Part Time employees, Personal Necessity Leave taken for "personal reasons" must be taken in increments of four hours, or a full day, whichever is less. A full day, for the purposes of this Article, is defined as regularly assigned hours for that day and will be counted as one of the four Personal Necessity Leave days taken for "personal reasons."

7.8.3 Entitlement - More Than Ten Days/Year

Personal Necessity Leave in excess of ten (10) days per year, but not to exceed the number of sick days accrued in a year for the purposes of serious illness or injury of/to an immediate family member (as defined in "Bereavement Leave"). Such leave may only be taken with prior written approval from the Assistant Superintendent Human Resources. An "illness of a serious nature shall be an illness which the employee cannot reasonably be expected to disregard and which requires the attention of the employee during his/her assigned hours of service." Verification as to the need for this leave may be requested at the sole discretion of the Assistant Superintendent of Human Resources.

7.8.4 Request For Leave

Authorization for personal necessity leave to be charged against the employee's sick leave account shall be provided by the employee on district forms established for this purpose.

7.9 Military Leave

Military leave shall be granted to employees as outlined in the Military and Veterans Code.

7.10 Child Rearing Leave

7.10.1 Entitlement

Members of the bargaining unit shall be entitled to an unpaid child-rearing leave for the purpose of caring for a natural or adopted infant for a maximum of three months. The

length of the leave requested in excess of three months shall be determined by the District to coincide with the operational needs of the District but shall not exceed twelve calendar months.

7.10.2 Request For Leave

Unpaid leaves must be requested in writing to the immediate supervisor a minimum of two weeks prior to the date the leave is proposed to commence. An employee returning from an

unpaid leave of absence duration greater than thirty (30) days shall notify the immediate supervisor of intent to return at least two weeks before the expiration of the leave.

7.11 Personal Leave Without Pay

7.11.1 Purpose

An employee may request a personal leave of absence for reasons not enumerated elsewhere in this Agreement.

7.11.2 Eligibility

Any employee covered by this Agreement.

7.11.3 Conditions For Granting Leave

7.11.3.1 The employee seeking an approved personal leave of absence shall submit a request, including the reasons and supporting information related thereto, and the duration of the length of the requested leave.

7.11.3.2 The Superintendent or designee may grant a personal leave without Board approval, providing it does not exceed ten (10) working days.

In the event of a verified catastrophic illness of a member of the employee's immediate family (as defined in Article 7.6.2 Bereavement Leave), the Superintendent or designee may grant Personal Leave Without Pay for an additional ten (10) working days, without Board approval.

7.11.3.3 Leaves of absence without pay may be granted for any period not exceeding six (6) months, but may be extended for another six (6) months by the Board of Trustees. Twelve months is the total leave that may be granted to any employee on each request.

7.11.3.4 The granting of a leave of absence without pay gives to the employee the right to return to his/her position (same step - but with a recomputed anniversary date) at the expiration of his/her leave provided a vacancy exists in his/her classification.

7.11.3.5 A physical examination may be required by the District before the employee returns to work.

7.11.3.6 An employee shall not accept gainful employment while on personal leave of absence without the prior written approval of the Superintendent.

7.11.4 Conditions Of Return From Leave

7.11.4.1 An employee may make a written request to the Board to return to work prior to the expiration date of the leave. The Board may approve or reject the request.

7.11.4.2 An employee must give notification not less than fifteen (15) days prior to expiration of leave that he/she intends to return to his/her position.

- 7.11.4.3 Failure to report for duty within three (3) working days after a leave has been canceled or expires shall be considered abandonment of the position, and the employee may be terminated by the Board of Trustees.
- 7.11.4.4 If the employee's classification has been abolished during his/her absence, he/she shall be laid off for lack of work and placed on the reemployment list for the class effective the date of termination of leave. He/she may be returned to a vacant position in a class at the same or lower salary level for which he/she is qualified.
- 7.11.4.5 Time elapsed while on leave of absence without pay shall not be counted towards seniority, sick leave or vacation privileges.

7.12 Sole Leave Provisions

The benefits which are expressly provided by this Article are the sole benefits which are part of this collective agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into this agreement, nor are such other benefits subject to the grievance procedure, Article 5.

7.13 Holidays

7.13.1 Employees covered by this agreement shall be entitled to fourteen (14) holidays during the school year. Holiday schedule to be determined by mutual agreement.

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Recess (Thursday & Friday)
- Winter Recess (Two Days)
- New Years Day (Two Days)
- Martin Luther King's Day
- Lincoln's Birthday
- Washington's Birthday
- Spring Holiday or Floating Holiday (One Day)
- Memorial Day

7.13.1.1 A floating holiday shall be mutually agreed upon by the employee and supervisor.

7.13.2 Based On Assigned Time

Regular hourly classified employees shall receive holiday pay based upon the average assigned time per week. Average assigned time per week is defined as the total hours assigned per week divided by five (5).

7.13.3 New Or Terminating Eligibility

An employee terminating the day before a holiday or a new hire commencing work the day after a holiday shall not receive pay for that holiday.

7.14 Vacation

Employees shall earn vacation according to the following schedule:

<u>12 Months</u>	<u>Days</u>	<u>11 Months</u>	<u>Days</u>	<u>10 Months</u>	<u>Days</u>
1-5 Yrs	12	1-5 Yrs	11	1-5 Yrs	10
6	13	6	12	6	11
7	14	7	13	7	12
8	15	8	14	8	13
9	16	9	15	9	14
10	17	10	16	10	15
11	18	11	17	11	16
12	19	12	18	12	17
13	20	13	19	13	18
14	20	14	20	14	19
15	20	15	20	15	20

7.14.1 **Vacation Accrual Credit**

In order to accrue the one day vacation per month, an employee must be in paid status ten (10) days of the month. Such vacation shall not become a vested right until completion of six (6) months of employment. The scheduling of such vacation shall be within the sole discretion of the District management. Employees shall be notified as to the status of their vacation request within (5) working days from the date of submission.

7.14.1.1 Vacation bank will be advanced July 1 of each year. In case of separation from the District, any used but unearned vacation will be deducted from employee's final paycheck. This article will sunset on June 30, 2009.

7.14.2 **Vacation Accrual**

Vacation credit may be accumulated to a total not exceeding that which a 12-month employee could earn in eighteen (18) months, except that upon written approval of the Superintendent or his/her authorized representative, vacation credit may be accumulated to a total not exceeding that which the employee could earn in two years.

7.14.3 **Vacation Utilization**

Ten and eleven-month employees may use earned vacation during the regular winter, spring, or fall recesses by indicating vacation time on the regular time card. All accrued vacation days not paid in this manner shall be paid at the close of the current work year except upon written approval of the Superintendent or his/her authorized representative to allow accumulation.

7.14.4 **Vacation Payoff Upon Termination**

Upon separation from the District, a permanent employee shall be paid for his/her accumulated vacation credit at the rate of pay applicable to his/her last regular assignment.

7.14.5 **Interruption Or Termination Of Vacation Leave**

7.14.5.1 **Eligibility**

A classified employee may interrupt or terminate his/her vacation to begin another

type of paid leave, (including sick leave or bereavement leave), under the following conditions:

Illness or bereavement is such that had the employee been working, he would have been absent on such a bereavement or sick leave.

7.14.5.2 Return To Duty

The employee, normally, is required to return to duty immediately following the vacation period.

7.14.5.3 Request Procedure

7.14.5.3.1 The request must be filed with the appointing power within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of his/her return to duty. The burden of notification of request is upon the employee.

7.14.5.3.2 The filed request fully outlines the reasons for request and is fully substantiated to include medical reports in the case of illness. When all or part of an employee's vacation is converted to illness or bereavement leave, the appropriate vacation credit shall be restored to employee's account.

7.14.6 Holiday During Vacation

When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall not be charged a vacation day, but shall receive regular pay for the holiday.

7.15 Catastrophic Leave

7.15.1 Catastrophic Leave Bank

7.15.1.1 The Ocean View School District shall establish a Catastrophic Leave Bank to which any classified employee may donate earned and unused sick leave days and/or earned and unused vacation days.

7.15.1.2 This donation shall be irrevocable, and shall be accomplished by the employee filing an "Employee Catastrophic Leave Bank Irrevocable Deposit Form." The form shall clearly state that the sick leave days and/or vacation days being donated are irrevocably given, and cannot be rescinded for any reason whatsoever.

7.15.1.3 The Assistant Superintendent of Human Resources shall solicit donations to the Catastrophic Leave bank quarterly beginning on the first day of school each year and as needed.

7.15.2 Definition

7.15.2.1 "Catastrophic illness or injury" shall mean an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family. This

incapacity requires the employee to take time off from work for an extended period of time to care for that family member, who creates a financial hardship for the employee because the employee has exhausted all sick leave and other paid time off.

7.15.2.2 "Employee" for purposes of this Catastrophic Leave Bank only shall be any bargaining unit member.

7.15.3 Eligibility

7.15.3.1 An employee who suffers a catastrophic illness or injury which results in the employee using all available paid leaves, including regular sick leave, vacation, and/or compensatory time off, shall become eligible to use this Catastrophic Leave Bank, subject to the restrictions and conditions outlined in this regulation.

7.15.3.2 The employee requests leave and provides physician verification of injury or illness.

7.15.3.3 The District and the Association shall mutually determine if the employee is unable to work. The decision of the committee is not subject to the grievance procedure or any other appeal process.

7.15.4 Limits on Number of Days

7.15.4.1 No employee may donate any sick leave days unless the employee has accrued and maintains for his/her own use a minimum of the amount of sick leave he/she is eligible to receive in one year.

7.15.4.2 No employee shall donate vacation days if to do so would reduce their accrued vacation days to less than five (5).

7.15.5 Certain Types of Illness Excluded From This Leave

7.15.5.1 Any mental stress-related illness leave shall be excluded from the benefits of this plan.

7.15.5.2 Any employee receiving Industrial Accident/Illness Leave is ineligible for the benefits under this plan.

7.15.6 Catastrophic Leave Bank Approval

7.15.6.1 Any employee wishing to use this Catastrophic Leave Bank shall submit an "Employee Catastrophic Leave Bank Request for Withdrawal Form". This may also be initiated by the employee's supervisor with approval of the employee.

7.15.6.2 The request shall state the maximum number of days being requested by the employee.

- 7.15.6.3 The approval of any request shall be by a committee consisting of the CSEA Chapter President and the Assistant Superintendent of Human Resources or designee.
- 7.15.6.4 The decision of the committee shall not be subject to the grievance procedure or any other process.
- 7.15.6.5 Upon approval, a memorandum will be issued by the Assistant Superintendent of Human Resources soliciting contributions to the "Bank" to all eligible employees on behalf of the requesting employee.

7.15.7 Maximum Number of Days Used

- 7.15.7.1 An employee must request a specific number of days on an "Employee Catastrophic Leave Bank Request for Withdrawal Form".
- 7.15.7.2 The maximum number of days allowed to be utilized by one employee for a single approved catastrophic illness or accident shall not exceed sixty (60) work days within the employee's normal work year, not including holidays as designated in the Agreement.
 - 7.15.7.2.1 The Committee may approve the transfer of leave from the leave bank in increments of up to four (4) work weeks, not to exceed an accrued total of twelve (12) work weeks, not including holidays. Prior to the exhaustion of each four (4) work week periods, the Committee shall meet again to consider the extension of catastrophic Leave for up to four (4) additional work weeks.

7.15.8 The Value of Donated Time

- 7.15.8.1 Time donated from sick leave or vacation shall be credited in hourly increments.
- 7.15.8.2 When an employee uses time from the Catastrophic Leave Bank, pay for that time shall be at the same hourly rate of pay the employee would have received had the employee worked that day.

7.15.9 Employee Payroll Status

- 7.15.9.1 Employees who are granted use of Catastrophic Leave Bank days shall be considered in regular paid status during such use.
- 7.15.9.2 Any sick and vacation time earned while on this leave shall be utilized as earned.

7.15.10 Unused Days

Any days that are unused by the employee shall remain in the Catastrophic Leave Bank.

7.15.11 Statement of Catastrophic Leave Bank

Upon request from CSEA, the Assistant Superintendent of Human Resources shall issue a statement outlining the number of days donated, used and available in the bank.

Please refer to Appendix for Catastrophic Leave forms.

ARTICLE 8 TRANSFERS

8.1 Transfer Within A Class

An employee may be transferred from one position to another in the same class at his/her request or for the good of the District at the discretion of the Principal or Department Head involved or the Assistant Superintendent of Human Resources.

8.2 Eligibility For Voluntary Transfer

To be eligible for transfer by request, an employee must have obtained permanent status in the class.

8.3 Requests For Transfer And Notification

8.3.1 An employee's request for transfer must be submitted in writing on the Personnel Commission Transfer Form, to the Personnel Commission office. The Classified Personnel Commission staff will provide a copy of the request to the Assistant Superintendent of Human Resources. The employee may then be considered with other applicants for vacancies in the class.

8.3.2 When vacancies occur in the job classification(s) to which the employee has requested transfer, the Personnel Commission staff shall advise the hiring supervisor of the name(s) of any employee who currently has on file with the Personnel Commission Office a request to transfer to that position. The hiring supervisor may consider and act upon such transfer requests(s), and is required to interview the transfer candidate(s) at least once for the same classification. Personnel Commission staff shall send written confirmation to the affected employee, at his/her work location, that his/her name has been so forwarded to the hiring supervisor for an interview.

8.3.3 No obligation shall exist to fill a position by transfer.

8.4 Involuntary Transfer Procedure - Employer Initiated

8.4.1 Transfers of employees on a permanent basis may be initiated by the District according to the needs of the District and shall be made without change in salary rate, anniversary date, accumulated sick leave, and accumulated vacation credit. An employee affected by such transfer shall be given no less than five (5) working days notice whenever practicable.

8.4.2 Transfers will be based on: 1) program needs, 2) least senior person in classification.

8.4.3 A conference will be held between the immediate supervisor or an appropriate management person and the employee in order to discuss the reasons for the transfer. If the transfer

includes a change in scheduled hours, an employee may, if necessary, request consideration regarding the effective date of transfer. An involuntary transfer shall not be done for punitive or preferential reasons.

8.5 Status Attained By Transfer

8.5.1 A permanent employee who transfers either voluntarily or involuntarily to another position in the same class shall assume permanent status in his/her new position.

8.5.2 A permanent employee may be transferred by district action or employee request to a position in a related class on the same salary schedule.

8.5.2.1 If the employee has not previously completed a probationary period in the class to which he/she is transferred, he/she shall be considered probationary in the class for a period of six months. During this time, the transferred employee may be returned to his/her former position without the right of appeal. Written notice prior to the return of the employee to his/her former position must be given to the employee, Classified Personnel Office, and head of the department from which the transfer was made.

8.6 Seniority Rights Upon Transfer

8.6.1 An employee transferred to a position in the same class shall retain seniority credits already earned in that class with no change in seniority.

8.6.2 An employee transferred to a position in a related class shall not transfer any seniority earned in the former class to the new class. However, he/she shall retain such credit as seniority in the classified service.

8.7 Transfer Or Demotion For Medical Reasons

8.7.1 When an employee becomes physically incapacitated for the performance of any of his/her duties as determined by a physical examination, the District may transfer him/her to a vacant position in a class of the same or lower salary level which he/she has the ability to fill or for which he/she may be expected to acquire the necessary ability after a reasonable time.

8.8 Increased Hours Transfer

8.8.1 Vacant positions which could result in an increase in assigned hours for current employees in the same classification shall be made in accordance with the following procedure:

8.8.1.1 Employees who desire to receive an increased hours assignment to a vacant position must complete a transfer form and submit it to the Personnel Commission Office. The request form may be submitted any time during the year. However, all such requests shall be null and void on December 31 of each year. Employees whose last performance evaluation was overall "Unsatisfactory" shall not be eligible for increased hours assignments pursuant to this procedure.

ARTICLE 9 EVALUATION PROCEDURES

9.1 When Evaluations Are To Be Made

- 9.1.1 A periodic report of each probationary employee, and each employee in the permanent classified service shall be filed, evaluating his/her performance on the job for the period covered in this report.
- 9.1.2 Probationary employees shall be rated at the end of the second and fifth months of service.
- 9.1.3 Permanent employees shall be rated at least once each year on their anniversary date by their immediate supervisor, and at any time more than sixty (60) working days later when the employee leaves the control of that supervisor.
- 9.1.4 An employee's anniversary date shall be established as their date of hire. NOTE: Seniority date is date of hire in classification.

9.2 Rating Officers

Each employee is to be rated by his/her immediate supervisor, who is defined as the person who assigns, checks, and supervises the work of the employee and who is immediately responsible for the employee, and is the most closely acquainted with the employee's performance. If the employee has more than one immediate supervisor, each such supervisor may rate the employee's work performance.

9.3 Procedure To Be Followed

- 9.3.1 If, in the judgment of the supervisor, the employee is performing in an unsatisfactory manner or needs improvement, the supervisor shall discuss the unsatisfactory performance with the employee prior to the completion of the formal performance evaluation and within a reasonable time frame to allow the employee to improve his/her performance to meet standards, prior to the evaluation becoming final. A written Performance Improvement Plan may be utilized by the Supervisor and the employee to support the improvement process (see Appendix D).
- 9.3.2 The evaluation form shall be signed by the supervisor, by the employee to indicate receipt, the Department Head, then sent to the Classified Personnel Office. At this point, the employee will also be given a copy of the rating.
- 9.3.3 Evaluations shall be based upon the knowledge and/or investigation of the supervisor.
- 9.3.4 The employee shall have the right to respond in writing to the evaluation. Such response shall be attached to the evaluation and shall be placed in the employee's personnel file.
- 9.3.5 Evaluation reports shall be available for review in connection with promotional examinations and disciplinary actions.
- 9.3.6 Information of a derogatory nature to be placed in the permanent file shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. Such review shall take place during normal business hours, and the

employee shall be released from duty for this purpose without salary deduction. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments, written independently of the above review.

9.4 Special Evaluations

9.4.1 At any time, a supervisor may, with approval of his/her Department Head, issue to an employee a "Notice of Outstanding Performance" or a "Notice of Unsatisfactory Performance."

9.4.2 A copy of the notice shall be given to the employee and one copy placed in the employee's personnel file and shall be available for review in connection with the promotional exams.

9.5 Grievances Regarding Evaluation Procedures

The provisions of Article 5 (Grievances) shall be applied only to the procedural aspects of this article.

ARTICLE 10 SALARIES

10.1 The salary schedule for 2007-2008 was increased by 4% over the 2006-2007 salary schedule, beginning July 1, 2007.

10.2 Mileage Allowance

Those employees who are authorized to receive a mileage allowance shall be paid at the current approved IRS rate.

10.3 Shift Differential

When one-half of an employee's regularly assigned time is after 5:00 p.m. a shift differential of 5% shall be added to the base pay.

10.4 Initial Salary Placement

New employees shall be hired at the first step of the salary range unless exceptional recruitment difficulties are encountered, at which time the District may authorize recruitment at a step above the minimum.

10.5 Salary Step Placement

Step advancement shall not be granted automatically each year, but should be based upon performance by the employee which meets standards as shown by his/her last performance report and upon specific recommendation for such adjustment by the employee's immediate supervisor with

approval by the Department Head. A "needs improvement" rating will not preclude receipt of a merit increase.

10.6 Salary Or Promotion

In determining the salary for an employee who is promoted, the following procedure shall be used:

- 10.6.1 Determine the employee's present monthly salary on the schedule of his/her new class and advance him/her one step.
 - 10.6.2 If his/her present salary is not indicated on the new salary schedule, advance him/her to the step which would provide an increase of at least 5%.
 - 10.6.3 If any employee is promoted on his/her anniversary date, he/she shall first receive his/her step increase and then the promotional adjustment.
 - 10.6.4 A promoted employee shall be considered probationary in his/her new position for six (6) full calendar months.
- 10.7 Salary Placement After Leave Of Absence
- 10.7.1 Upon return from leave of absence, an employee shall be placed on the same step of the range for the class which he/she achieved prior to leave.
 - 10.7.2 Credit for step advancement shall accrue during leaves of absence for military service.
- 10.8 Longevity Pay
- At the beginning of the 10th year of employment and each succeeding year, an employee will receive a 1% increase above base pay until a maximum of 8% is reached.

ARTICLE 11 - HEALTH AND WELFARE BENEFITS

- 11.1 District Contribution
- 11.1.1 In consideration for eliminating Appendix G – Lotto Days, the District will increase the maximum annual health benefit contribution for eligible unit members from \$7,225.00 to \$7,775.00 effective beginning 2011-2012 insurance year.
 - 11.1.1.1 Within the restrictions of the carrier, long-term disability insurance will be provided for all bargaining unit members represented by CSEA.
 - 11.1.1.2 The District agrees any remaining balance of funds available (after District insurance premiums for classified bargaining unit employees have been satisfied) will be pooled and used to offset insurance premiums for the next school years.
- 11.2 Eligibility
- 11.2.1 Employees who work thirty (30) or more regularly assigned hours per week shall be considered as eligible to receive the full district health and welfare benefit program.
 - 11.2.2 Continued eligibility is dependent upon continued employment at thirty (30) or more regularly assigned hours per week. However, when an employee's hours are involuntarily reduced below the thirty (30) hours per week, he/she shall receive a pro-rata share of the health and welfare benefit amount during the remainder to the work year based upon his/her regularly assigned hours for each monthly period after reduction below thirty (30) hours. Health and welfare benefit coverage shall terminate on the last day of the month following the termination date of the employee.

11.2.3 Unless changed by mutual agreement of CSEA and the District, the District will provide a health and welfare benefit program that will require each bargaining unit member to participate in the Employee Only medical and dental and life insurance and will provide the following provisions:

Health Insurance Plans:

Indemnity Plan - Mutually acceptable carrier (\$300 deductible)

- * Employee only
- * Employee + one dependent
- * Employee + family

Kaiser (\$5.00 co-pay for doctor office visits and prescriptions)

- * Employee only
- * Employee + one dependent
- * Employee + family

Blue Cross HMO (\$5.00 co-pay for doctor office visits and prescriptions)

- * Employee only
- * Employee + one dependent
- * Employee + family

Dental Program - Continuation of Existing Program:

Delta Dental Service (Required) Employee Only - The District will implement a three-tiered Delta Dental program for all classified employees. The District will pay \$63.34 of employee costs. The cost of the three-tiered Delta Dental Plan is: One party - \$63.34, Two party - \$123.50, Family - \$186.85.

Income Protection (Optional) See brochure for rates.

- Washington National (No membership required)
- CSEA (Membership required)

- CASBO (Membership required)
- Mutual of Omaha (No membership required)

Life Insurance (Required)

- Fort Dearborn \$10,000
- TransAmerica \$1,000 AD & D

Life Insurance (Optional)

- CSEA (Membership required)
- CASBO (Membership required)
- District Plan

Tax Sheltered Annuities - continuation of existing procedure for Tax Sheltered Annuities.

11.2.4 Tuberculosis Tests

Required tuberculosis test following employment shall be provided at District expense at a place designated by the District.

11.2.5 Whenever an employee who has been employed by the District for at least six (6) months or 130 days in paid service (whichever is longer), and is eligible for benefits by the District, terminates their employment in the month of June, his/her health insurance will remain in force through the following September 30.

11.3 Employee Assistance Program

An Employee Assistance Program will be provided by the District at no cost to the individual employee. Both parties will meet and confer should the District desire to eliminate the Employee Assistance Program.

11.4 The Ocean View School District and the Association may, from time to time, negotiate financial incentives that are flexible, depending upon the current conditions and needs of the District. The following option may be available, based upon employee requests and District needs:

11.4.1 When the District opens a "Golden Handshake" window, employees who are eligible may apply for this benefit.

11.5 An employee retiring through PERS shall have the right to participate, at the employee's own expense, and receive benefits from the District's health and welfare benefit program at the prevailing District rate. If, at any time, the employee retiring through PERS, or the employee's dependent, decline participation in any District sponsored health insurance program, neither the employee retiring through PERS nor the employee's dependent may rejoin the plan until such time as the employee returns to active District service.

11.6 Retirement Health Benefits

The District will make a contribution of 100% of the least expensive medical plan for eligible classified retirees between the ages of 55 and 65, who have ten (10) consecutive years of service in the Ocean View School District, beginning July 1, 2007. This retirement agreement will sunset on June 30, 2015.

ARTICLE 12 SAFETY

12.1 Reporting Unsafe Conditions

It is the responsibility of the employee to immediately report to his/her immediate supervisor in writing, on forms provided by the District, or orally in case of an emergency, any condition which he/she believes to be unsafe. The immediate supervisor, or his/her designee, shall investigate said unsafe condition within 48 hour and notify the employee of the results of the investigation and corrective action taken, if any.

12.2 Safety Inspecting

The District will provide quarterly inspections of each school site to determine the safety conditions of the building and surrounding grounds. Reports as a result of these inspections will be filed with the District.

12.3 Safety Committee

The District authorizes the establishment of a safety committee which will include CSEA Chapter #375 representatives. The committee may make recommendations to the District concerning improvements in safety, sanitation and safe working conditions.

12.4 Mechanic's Safety Shoes

The District shall, upon request, provide each District Transportation Mechanic with one (1) pair of steel toe safety shoes. Said shoes shall be worn while each such Mechanic is working and shall only be utilized while the employee(s) is working on District business. The cost of care and maintenance of said shoes shall be that of the employee, and the District shall have no responsibility whatsoever in relation thereto. Shoes shall be replaced no more than one time per year. However, the District shall not be responsible for replacement because of loss, undue wear or neglect of said shoes. The Director of Maintenance, Operations and Facilities may authorize more frequent replacement of shoes.

12.5 Transportation, Maintenance, Warehouse, Custodial and Grounds Dress

12.5.1 Shorts may be worn at any time during the year under the following conditions:

- a. Regular walking short type, hemmed and approximately mid-thigh in length.
- b. Employees choosing to wear shorts must have long trousers or coveralls with them at the work site to change into, if necessary, for safety purposes.

12.5.2 Tank tops are not acceptable.

12.5.3 Supervisors have the authority to require long pants on the job, if deemed necessary for safety purposes.

12.6 Uniforms

12.6.1 After being hired, employees in Transportation, Maintenance, Warehouse, Custodial and Grounds shall receive six (6) work shirts at the District's expense. The District will, at its expense, provide regular (not substitute) employees in said classifications with three (3) work shirts annually.

12.6.2 Said employees shall be required to wear the District-provided shirts at all times while on duty. Care, cleaning and replacement costs of these shirts shall be at the sole expense of the employee(s) to which they are issued.

12.6.3 The District agrees that neither its providing of these work shirts nor employees wearing them constitutes the implementation of a mandatory dress code for other classifications, and that no such dress code shall be effected by the District prior to the conclusion of negotiations with CSEA.

12.6.4 If the employee does not successfully complete the Probationary period, the initial six (6) work shirts must be returned to the District.

ARTICLE 13 CONCERTED ACTIVITIES

13.1 Prohibited Concerted Activities

It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or

members during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity.

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

13.2 Association Responsibilities

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

13.3 Withdrawal Of Rights And Privileges

It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy, or by Education Code from any employee and/or the Association.

ARTICLE 14 COMPLETION OF MEET AND NEGOTIATE

14.1 During the term of this Agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and agree that neither party shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed the Agreement even though such subjects or matters were proposed and later withdrawn.

ARTICLE 15 EFFECT OF AGREEMENT

15.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices, policies, rules and regulations, and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

ARTICLE 16 SAVINGS PROVISIONS

16.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in force and effect.

ARTICLE 17 TERM

17.1 Inclusive Dates and Continuation of Agreement

Except as otherwise specifically provided herein, this agreement shall be effective July 1, 2010, and remain in full force up to and including June 30, 2013, and thereafter shall continue in effect year by

year unless one of the parties notifies the other in writing no later than May 1, each year of the Agreement, of its request to modify, amend, or terminate this Agreement.

17.2 The District and CSEA may each reopen negotiations on Article 20, Section 20.6 (Summer Assignments) and one other article, excluding salaries and Health and Welfare Benefits for the 2011-2012 school year.

17.2.1 The parties may reopen negotiations for 2011-2012 school year if there are any changes of \$750,000 or more, that positively or negatively-impacts the District's federal and/or state revenue funding levels, including, but not limited to, the 2011-2012 estimated base revenue, limit of \$4,976.00 (includes deficit factor, and unfunded COLA), categorical funding and applicable categorical flexibility provisions in the State Budget Act (SBA), declining enrollment, deficit factor, State apportionment deferrals, and/or State mandates.

17.3 The District and CSEA may each reopen negotiations on the salary schedule, Health and Welfare Benefits, and one other article for the 2012-2013 school year, based on upon notification indicated in 17.1. The parties may reopen negotiation on any other Article under this Agreement by mutual agreement.

ARTICLE 18 PROFESSIONAL GROWTH

18.1 All permanent and probationary classified employees are eligible to participate in a Professional Growth Program. The intent of the program is to serve as an incentive for regular classified employees to pursue course work and participate in activities that will benefit the employee and the District.

18.2 Limited term and substitute employees are ineligible to participate.

18.3 Activities that qualify for Professional Growth are college Courses, lectures, seminars, and workshops from an accredited organization or institution that relate to the employee's current assignment, or promotional opportunity within the District. If the District gives release time to an employee or pays for any fees in conjunction with the training or course work, such training will not qualify for professional growth credit.

18.3.1 Course work must be completed with a grade of "c" or better, or "credit," or "pass."

18.3.2 One point will be given for each semester of course work. Points for quarter units will be given based on the equivalent number of semester units based on the certificated conversion chart.

18.3.3 One point will be given for each eight (8) hours for being a qualified workshop presenter, lecturer, or panel member.

18.3.4 One point will be given for each sixteen (16) hours of attendance at a qualifying lecture, seminar, or workshop.

18.4 In order to participate in the Professional Growth Program, the employee must obtain from Classified Personnel, the *Classified Professional Growth Program Handbook*, and submit a Declaration of Intent Form.

18.4.1 Prior to the start and for each activity, the employee submits a *Prior Approval and*

Verification Form along with a course catalog description or documentation of the lecture, seminar, or workshop attending.

- 18.4.2 When the course work, lecture, seminar or workshop is completed, the employee must resubmit the *Prior Approval and Verification Form*, along with proof of completion, to the Classified Personnel Office for Committee Review and awarding of points.
- 18.4.3 When twelve (12) points have been accumulated, the employee must submit an *Application for Payment for Professional Growth Increment Form*.
- 18.4.4 If approved, the Professional Growth Increment is a one-time payment of \$900.00 for a full time employee, and a prorated amount, based on forty (40) hours per week, for part-time employees based on their assigned number of weekly hours at the time of request for payment.
- 18.5 Appeals may be made through the normal channels (Supervisor, then Classified Personnel Director, then Professional Growth Review committee) to the Professional Growth Committee who's decision is final.
- 18.6 The Professional Growth Review Committee is made up of up to three (3) members up to one (1) of whom is appointed by CSEA and up to one (1) is appointed by the District, with the Classified Personnel Director serving as chairperson.

ARTICLE 19 EFFECTS OF LAYOFF

19.1 Negotiations Regarding Effects Of Layoff

The District and the Association intend that this Agreement reflect the full and complete results of their negotiations concerning the effects of layoff and the decision to reduce hours of classified employees in the bargaining unit represented by the Association. The District and the Association acknowledge and agree that each had a full and complete opportunity to negotiate concerning the decision to reduce hours and/or layoff of classified employees as above-described, and each waives its right to demand further negotiations thereon during the term of this Agreement.

19.2 Continuation Of Health Benefits

The District agrees to continue any health insurance coverage to any employee who is actually laid off (forced to leave District employment) and who has been receiving such benefits at the time of his/her layoff, up to a maximum of sixty (60) calendar days from the effective date of the layoff, or until the employee acquires other health insurance, whichever occurs first.

19.3 Utilization Of Accrued Sick Leave

Employees notified that they will be laid off (forced to leave District employment) may utilize up to twenty-four (24) hours of accrued sick leave for purposes of seeking new employment. Any such usage is to be requested in advance and approved by the employee's immediate supervisor; however, this supervisor shall make every reasonable effort to grant the request, whenever practicable.

19.4 Use As Substitutes

Employees whose employment is involuntarily terminated through layoff may notify the District of

their desire to be employed on a substitute basis in positions for which they meet minimum requirements and are otherwise eligible. The District will make reasonable efforts to utilize said former employees on a substitute basis and, when the qualifications and availability of said employees over non-district employees is, in the judgment of the District equal, will offer available substitute employment to the laid off employee.

19.5 Involuntary Reduction Of Hours

The District agrees not to make any decision which would result in the hours of a regular classified position being reduced prior to negotiating with CSEA. CSEA agrees to promptly meet with the District following notification of the District's intent to make such decisions regarding reduction in hours. The District also agrees to negotiate the effects of any negotiated decision to reduce hours.

19.6 Voluntary Reduction Of Hours

Employees may voluntarily request, and the District may grant reductions in their assigned hours. However, while such reduction may become permanent to the employee, if the reduction results in the position's hours being reduced to less than 30 hours/week, upon the employee's vacating that position, hours shall be reinstated to the level existing prior to the granting of the voluntary reduction in hours.

19.7 Basis For Layoff And Process

Layoffs shall only occur for a lack of work or lack of funds. The layoff process shall conform to applicable provisions of the California Education Code and the Personnel Commission's Rules and Regulations.

ARTICLE 20 TRANSPORTATION

20.1 Bidding Procedures

20.1.1 Upon return to work in the fall, the drivers shall be assigned their regular hours of assignment which were established as of the last day of the prior school year. Said bus hours shall be guaranteed for a period of thirty (30) calendar days, unless changing demographics, enrollment variations, or change in attendance boundaries effect the need for runs and routes.

20.1.2 Prior to Winter Recess, in order of seniority, the drivers will bid upon their regular daily assigned route designated for the school year, and at the same time, will select a bus that has been designated as appropriate to the type and size of the route bid. Upon completion of the bidding process and the change-over, the assigned route/bus shall become the regular assignment for the driver, except when rebidding or changes occur due to personnel actions or student needs.

20.1.3 A "bus route" is defined as: a combination of bus runs with specific directions regularly assigned to a single bus.

A "bus run" is defined as: A single trip taken from the transportation yard for the purpose of transporting students to and/or from school at a specified time.

20.1.4 If a route becomes available during the year because of resignation or termination, it shall be made available for bidding and assigned based on seniority, proficiency and special

equipment at the time of bidding. Drivers shall indicate their interest by initialing the posted bid sheet for the affected route.

20.2 Hours

- 20.2.1 Assigned routes, field trips and after school activities shall be offered to drivers based on hire-date seniority in accordance with the proficiency requirements of 13CCR 1229 and availability.
- 20.2.2 In the case of two or more drivers hired on the same date, seniority among those persons shall be determined by lot. The drawing shall be held on District premises in the presence of the Assistant Superintendent of Human Resources, affected drivers and the CSEA Chapter President. The Director of Transportation or designee shall notify Personnel Commission of the seniority determination within three (3) working days of the drawing.
- 20.2.3 A list of seniority order shall be posted indicating a driver's hours and shall be updated as a driver's hours are permanently increased or decreased within a school year.
- 20.2.4 The District shall make every effort to maintain thirteen; thirty-hour guaranteed driver positions. Said benefitted positions shall be assigned based on seniority. Operational and/or instructional needs may require changes. Should such changes result in a reduction in hours, the District shall meet with CSEA to discuss the efforts taken to maintain those hours. In the event changes are implemented by the District, the effects will be negotiated with CSEA, Chapter 375.
- 20.2.5 Time required for inspection of buses shall be paid time. One and three quarters hour (1 ¾) will be incorporated into a driver's weekly guaranteed hours for transit pretrips. One and one quarter hour (1¼) will be incorporated into a driver's weekly guaranteed hours for conventional and special education bus pretrips.
- 20.2.6 District required in-service activities shall, insofar as possible, be provided during a bus driver's normal work schedule, and bus drivers shall not be required to pay any fees for said training. If in-service activities cannot be provided during normal duty hours, bus drivers shall be compensated at their regular rate of pay for required in-service activities conducted during non-duty hours. If bus drivers do not participate in District in-services related to licensing renewal, these bus drivers must seek their own training at their own expense.
- 20.2.7 The District shall make every effort to maintain a schedule of twenty (20) hours per week for permanent drivers.

20.3 Shifting Service Needs

- 20.3.1 Shifting service needs may occur which can alter the coverage required and necessitate changes in hours assigned to bus routes, which may have the effect of reducing or increasing hours of regular assigned time for bus drivers. Prior to a driver's hours being changed, the effects of the change shall be negotiated.
- 20.3.2 Long-term coverage for purposes of temporary reassignment shall be considered a "temporary additional run" and shall be assigned based the bidding process. Long-term coverage is defined as twenty (20) working days.

- 20.3.3 Every reasonable effort shall be made to maintain drivers' hours established through the Bidding Procedure. Operational and/or instructional needs may require changes. Should such changes result in a reduction in hours, the District shall meet with CSEA to discuss the efforts taken to maintain those hours. In the event changes are implemented by the District, the effects will be negotiated with CSEA, Chapter 375.
- 20.3.4 Additional runs will initially be assigned to drivers who have time available within their guaranteed hours.
- 20.3.5 Regular runs that need coverage, due to scheduled field trips, shall be reassigned on a rotating, seniority basis.

20.4 Field Trip Assignments

- 20.4.1 A field trip roster shall be established based on seniority and maintained for field trip assignments and be available for review by drivers upon request. Weekly, the Dispatcher will post all field trips that are assigned to both District drivers and charter bus companies. Posting will include departure time, return time, school and the number of students per bus.
- 20.4.2 A driver who refuses a trip during his/her regular rotation shall be placed at the bottom of the rotation roster.
- 20.4.3 Trips taken during school recess periods shall not be considered as part of the normal field trip rotation.
- 20.4.4 A trip which becomes available due to the absence of the scheduled driver shall be reassigned from the seniority rotation roster whenever possible. If a driver declines or accepts emergency coverage for a scheduled trip, he/she shall not lose his/her place on the rotation roster.
- 20.4.5 After all permanent drivers on the seniority rotation field trip roster have either declined a trip assignment or are unavailable; the trip opportunity will be distributed to a qualified driver.
- 20.4.6 If the driver assigned to a field trip is not notified of the trip cancellation prior to the trip start time, the driver shall be paid two (2) hours at their regular rate of pay. This section shall not apply to field trips canceled due to inclement weather.

20.5 Assignments of Saturday, Sunday, Holiday and Winter/Spring Recess Trips

- 20.5.1 The District shall institute a system of seniority rotation for assigning Saturday, Sunday, Holiday and Winter and Spring recess trips. A separate roster shall be established based on seniority and maintained for assignment in each category and shall be made available for review by the bus drivers upon request.
- 20.5.2 A driver who refuses a trip during his/her regular rotation shall be placed at the end of the rotation roster.
- 20.5.3 A trip which becomes available due to the absence of the scheduled driver shall be reassigned from the seniority rotation roster whenever possible. If a driver declines or accepts emergency coverage for a scheduled trip, he/she shall not lose his/her place on the rotation roster.

20.5.4 After all permanent drivers on the rotation field trip roster have either declined a trip assignment or are unavailable; the trip opportunity will be distributed to a qualified driver.

20.6 Summer Assignments

20.6.1 The number of working days during the summer months shall be divided into two (2) equal sessions. Ten month (10) drivers shall be assigned all field trips during the first session. Eleven month (11) drivers shall be assigned all field trips during the second session. All trips shall be assigned on a seniority rotating basis. In the event drivers are unavailable during their session, the assignment shall be offered to the next senior driver in that session. If there are no available drivers, the trip shall be offered to the senior driver in the other session.

20.7 Standby Time

20.7.1 Drivers shall be compensated up to thirty (30) minutes for the period of time between the end of their regular assigned run and the beginning of their next assignment. During standby time, drivers are expected to complete tasks assigned by the Director of Transportation.

20.8 Emergency Assignments

20.8.1 Drivers may be assigned temporarily outside of their regular assignment by the Director of Transportation in an emergency situation. Seniority shall only be disregarded in an emergency situation.

20.9 After School Activities

20.9.1 The District shall institute a system of seniority rotation for assigning after school activities. A roster shall be established based on seniority rotation and maintained for after school activities.

ARTICLE 21 DISCIPLINE

21.1 Procedures for Disciplinary Action

21.1.1 This article defines both an informal and the formal employee discipline process. The procedures for formal disciplinary action of permanent employees are found in Chapter 8 of the Ocean View School District Merit System Rules and Regulations of the Classified Service ("Merit Rules"). If specific knowledge is needed on the formal disciplinary process additional information can be found in Chapter 8.6 of the Merit Rules.

21.1.2 A regular classified permanent employee shall be subject to disciplinary action only for cause as prescribed by the Merit Rules, and only pursuant to the procedures outlined herein.

21.1.3 Disciplinary action includes any action whereby a regular permanent classified employee is subject to a verbal or written warning, reprimand, suspension, demotion, or dismissal and who has completed any required probationary period. It is expected that all steps of this process shall be kept confidential.

21.1.4 The following causes shall be grounds for disciplinary action:

21.1.4.1 Knowingly falsifying or withholding any material information supplied to

- the District, including but not limited to, information supplied on application forms and employment records.
- 21.1.4.2 Gambling on school property.
 - 21.1.4.3 Incompetency - a pattern of below standard work performance.
 - 21.1.4.4 Inefficiency - The continued inability to perform the assigned duties of the position.
 - 21.1.4.5 Insubordination - Knowingly refusing to perform lawful and reasonably assigned duties.
 - 21.1.4.6 Continuing illness and/or disability, which cannot be reasonably accommodated, to a degree manifesting an adverse impact on work required to be performed.
 - 21.1.4.7 Conviction of a serious crime by a court of law for which conviction has a demonstrable adverse impact upon the District's ability to continue employment; failure to disclose material facts regarding a criminal conviction; presenting false or misleading information on application forms or other examination or employment records.
 - 21.1.4.8 Inattention to or Dereliction of Duty - a pattern of continued neglect or dereliction in the performance of assigned duties.
 - 21.1.4.9 Abandonment of Position - absence of three (3) consecutive working days without notifying the District of a valid or acceptable reason for the absence.
 - 21.1.4.10 Willful and persistent violation of rules and regulations, or procedures adopted by the District when such rules, regulations, or procedures are made known to the employee.
 - 21.1.4.11 Possession of an alcoholic beverage container on District property or in District equipment; consuming an alcoholic beverage on District property or in District equipment; being under the influence of an intoxicant, controlled substance or other drug to a degree sufficient to impair ones ability to work safely and efficiently.
 - 21.1.4.12 Possession of an altered medical form.
 - 21.1.4.13 Possession of illegally controlled substance or other drug or "look alike" under circumstances indicating an intent to use, supply or sell.
 - 21.1.4.14 Arrested, being formally charged and convicted of a sex offense as defined in Education Code Section 44010.
 - 21.1.4.15 Arrest for a sex, narcotics, or controlled substance offense, as defined in Education Code Section 44011.
 - 21.1.4.16 Engaging in political activities during assigned hours of duty.

- 21.1.4.17 Conviction of a crime involving moral turpitude. (Moral turpitude as defined by Black's Law Dictionary, 7th Edition, means an act or behavior that violates acceptable moral standards).
- 21.1.4.18 Making an unprovoked physical or verbal attack on a pupil, District employee, or member of the public.
- 21.1.4.19 Repeated unexcused absence and/ or tardiness.
- 21.1.4.20 Failure to maintain any license or certificate which is a condition of employment.
- 21.1.4.21 Failure or refusal to submit to involuntary testing of blood, breath, or urine pursuant to a request or direction of a supervisor pursuant to a duly adopted District random drug testing procedure for employees engaged in safety sensitive occupations and/or who perform safety sensitive activities.
- 21.1.4.22 Dishonesty, theft, misappropriation or willful misuse of District property for personal gain; willful destruction or damage to District property or the property of others lawfully on District property.
- 21.1.4.23 Ethnic, racial, religious, or sexual harassment of another (sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature, made by someone from or in the work setting).
- 21.1.4.24 Advocacy of the overthrow of the federal, state, or local government by force, violence or other unlawful means, including conduct in violation of Government Code Section 1028.
- 21.1.4.25 Any other cause or causes for disciplinary action set forth in the Education Code or other applicable Code.

21.2 Progressive Discipline

21.2.1 In situations where a unit member's conduct warrants progressive discipline, the following processes (informal and formal) shall be followed by the immediate supervisor. It is understood that some offenses may warrant the starting of discipline at the formal level, up to and including dismissal.

21.2.2 An employee may, at his/her option, be represented by legal counsel, union representation, or any other person designated by the employee.

21.2.2.1 Informal Process

21.2.2.1.1 STEP 1 - Verbal Warning(s) to employee.

21.2.2.1.2 STEP 2 - Conference with written memorandum of summary of verbal warning(s) given.

21.2.2.1.3 STEP 3 - A written document citing a specific conduct, the rule(s) violated, and prior verbal warning(s). This document will be placed in the unit member's permanent file.

21.2.2.1.4 A dispute over the interpretation or application of the informal process shall not be subject to the grievance procedure. The District or Association may request a meeting to discuss the issue(s) in dispute.

21.2.2.2 Formal Process

21.2.2.2.1 STEP 1 - Suspension. The unit member may be suspended by the Board of Trustees for up to thirty (30) days without pay.

21.2.2.2.2 STEP 2 -Demotion or dismissal. In the event the unit member's behavior continues for the same or substantially related cause, demotion or dismissal may result.

21.2.2.2.3 If a dispute arises over the interpretation or application of the formal process, refer to Chapter 8.6.4 of the Merit Rules.

21.2.3 Permanent Personnel File

21.2.3.1 No information of a derogatory nature shall be placed into an employee's permanent file unless and until the employee has been provided with reasonable prior notice and an opportunity to review and comment thereon. An employee shall be provided reasonable release time without loss of pay for purposes of reviewing and/or commenting on such information. Any written comment provided by the employee concerned shall be permanently attached to the document(s) concerned.

21.2.2 Nothing in this Article is subject to the grievance procedure.

ARTICLE 22 - ALCOHOL AND DRUG TESTING PROCEDURES

22.1 Alcohol and Drug Testing Procedures

CSEA and the District agree the safety and health of students, staff, and the public requires every reasonable effort be made to discourage alcohol and/or illegal substance abuse among all employees.

The District and CSEA further agree to make every reasonable effort to protect students, staff, and the public from alcohol and/or illegal drug use.

22.1.1 Application

This section applies to both classified bargaining unit and non-bargaining unit employees, except for safety sensitive positions who are required to comply with Department of Transportation regulations.

22.1.2 Notice

All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing, that they are subject to reasonable suspicion and/or post-accident testing while on duty. The notice shall state that the only such tests required by the employer are the same as those required by the employer specified in Title 49 of the Code of Federal Regulations, Part 382.

22.1.3 Reasonable Suspicion Testing

- 22.1.3.1 A reasonable suspicion test must be based upon specific, contemporaneous, articulative, observations concerning the appearance, behavior, speech, body odors of the employee or in the event an accident occurs while a classified employee is driving a District vehicle where there is reasonable suspicion that the driver of the vehicle may be under the influence of alcohol or other drugs.
- 22.1.3.2 The observations must be made by a supervisor and District official who has received at least one hour training in identifying indicators of probable alcohol misuse plus at least one hour training in identifying indicators of probable controlled substance use. The supervisor and District Official making the observation shall be from separate sites.
- 22.1.3.3 Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during, or just after the employee's performance of job- related duties.
- 22.1.3.4 Employees for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.
- 22.1.3.5 Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two hours following the reasonable suspicion determination, the employer shall prepare and maintain on file a statement of the reasons the test was not promptly administered. The employee will be given a copy of this statement. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight hours of the reasonable suspicion determination.
- 22.1.3.6 A written record of the reasonable suspicion observations, dated and signed by all employees making the observations, must be made within 24 hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the employee when the results of the test are released.
- 22.1.3.7 The supervisor and District official who are making the reasonable suspicion observations shall not conduct the test or participate in the collection or chain of custody of any specimen for testing.
- 22.1.3.8 If requested by the employee, a CSEA representative may be present to ensure that an employee's rights are protected. However, a reasonable suspicion test may not be delayed for more than one (1) hour to accommodate a representation request. Under no circumstances shall the CSEA representative be required to participate in determining if reasonable suspicion exists for further investigation.

22.2 Post-Accident Testing

- 22.2.1 As soon as practicable following an accident involving a District-owned motor vehicle, the employer shall test the following individuals for alcohol and controlled substances:

22.2.1.1 Any covered employee who was performing their functions with respect to a vehicle, if the accident involved the loss of human life, and/or

22.2.1.2 Any covered employee who receives a citation under state or local law for a moving violation arising from the accident.

22.2.2 No post-accident test for alcohol will be given more than eight (8) hours after the accident.

22.2.3 No post-accident test for controlled substances will be given more than thirty-two (32) hours after the accident.

22.3 Testing Procedures

All tests for alcohol or controlled substances must comply with the requirements for such test set forth in Title 49 of the Code of Federal Regulations, Part 40.

22.3.1 No District employee shall serve as either a collection site person for controlled substance testing or as a breath alcohol technician for alcohol testing of employees.

22.3.2 All testing shall be conducted in a private setting. In the case of controlled substance testing, no direct observation of an employee's urination by a collection site person is permitted except for the reasons stated in Title 49 of the code of Federal Regulations, section 40.25, subdivision (e), and then only by a same gender collection site person who is not employed by the District.

22.3.3 Except for a test requested by an employee for a test of the remainder of a split sample, the testing laboratory for controlled substance testing shall be a forensics laboratory approved for urine and drug testing by the Department of Human Services as identified in Attachment "A." By mutual agreement, this list of accepted laboratories may be revised as necessary.

22.3.4 Any tests that do not comply with the requirements of Title 49 of the code of Federal Regulations, Part 40, shall be treated as negative test.

22.4 Positive Tests

22.4.1 A positive test for alcohol must be a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of (0.6) grams of alcohol per 210 liters of breath or greater. Such a test is positive even if that concentration is caused by prescribed medication.

22.4.2 A positive test for controlled substances must be a confirmation test by gas chromatography/mass spectrometry techniques and must show one of the following:

22.4.2.1 15 ng/ml (nanograms per milliliter) of marijuana metabolite;

22.4.2.2 150 ng/ml of cocaine metabolite;

22.4.2.3 300 ng/ml of either morphine or codeine;

22.4.2.4 25 ng/ml of phencyclidine; or

22.4.2.5 500 ng/ml of amphetamine or methamphetamine.

(Note: Adjustments to these amounts shall occur if necessary to remain in compliance with Federal Regulations. The District shall notify CSEA of any changes in these amounts prior

to implementation and the medical review officer must conclude that there is no legitimate explanation, such as prescribed medication, for the result).

22.4.3 No positive test for controlled substances shall be reported to the employer until after:

- 22.4.3.1 The medical review officer has contacted the employee directly, on a confidential basis, and given the employee an opportunity to discuss the test results and the employee's medical history, including medication, in confidence;
- 22.4.3.2 Within seventy-two (72) hours of the employee's notification that the test was positive, the employee may request that the split sample be tested by a different forensic laboratory, certified by the Department of Health and Human Services;
- 22.4.3.3 The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the employee;
- 22.4.3.4 If the medical review officer concludes that there is a legitimate explanation for the positive test, such a prescription or over-the-counter medication or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the District as a negative test;
- 22.4.3.5 The medical review officer shall be a licensed physician with special training in substance abuse disorders, the medical use of prescription drugs and the pharmacology and toxicology of alcohol and controlled substances. The medical review officer shall not be an employee of the District; and
- 22.4.3.6 The cut-off levels in this section are those required by FHWA regulation. They will be automatically adjusted to be consistent with changes, if any, in the levels specified by those regulations. (See 49 C.F.R., Section 40.29, subd. (f)). The District will notify CSEA of any changes in these cut-off levels prior to implementation.

22.5 Disciplinary Action for Prohibited Conduct

All classified employees are subject to discipline up to and including suspension and/or immediate termination of employment as is appropriate in accordance with applicable law and District policies and procedures. Severity of the disciplinary action will be based on the circumstances of the infraction and prior work history, including prior disciplinary action(s) of the employee. Disciplinary guidelines for prohibited conduct are as follows:

<u>Drug Testing</u>	First Offense	Second Offense
(a) Drugs		
(1) Refusal to provide a urine sample when required	Resignation or Termination	
(2) Substituting, adulterating or otherwise	Termination	

<u>Drug Testing</u>	First Offense	Second Offense
tampering with a urine sample, testing equipment or related paraphernalia; and		
(3) Unauthorized possession and/or disclosure of any urinalysis test result.	Reprimand to Termination	30 days Suspension to Termination.
(b) Alcohol		
(1) Refusal to submit to evidential breath test;	Resignation or Termination,	
(2) Use of, or being under the influence of alcohol on duty with a level of .06 or above BAC; and	24 hours unpaid leave, 2 days suspension, and written reprimand to Employee's personnel file.	30 days Suspension up to Termination
(3) Use of, or being under the influence of alcohol on duty with a .08 or above BAC test result.	5 days suspension, successful completion of rehabilitation program, removal from safety-sensitive position for 1 year minimum placement as a probationary entry-level employee, or termination.	Termination

22.6 Treatment and/or Rehabilitation

- 22.6.1 The cost of any treatment and/or rehabilitation program prescribed by the Substance Abuse Professional (SAP) shall be at the employee's expense if said program is not covered under the employee's medical plan.
- 22.6.2 If the SAP determines that a rehabilitation program is needed, and if that program does not permit the temporary reassignment of the employee to duties that are not safety sensitive, an employee who has not previously tested positive or utilized a rehabilitation program will be given the same consideration and assistance extended to any employee with any other illness per the terms and conditions of the Agreement between the District and CSEA, Article 7 - Leaves.
- 22.6.3 Employees returning to duty after rehabilitation treatment shall be subject to return-to-duty testing. Unannounced follow-up testing is permitted, if recommended by the SAP, of at least six (6) tests in the first 12 months of return to duty to any position in the classified service and further testing for up to a total of 60 months. The SAP may terminate the requirement for follow-up testing at any time after the first six (6) tests have been administered, if the SAP determines that such testing is no longer necessary.

22.7 Miscellaneous

- 22.7.1 Employees will receive one (1) hour of regular pay for time required to take the tests specified in this article. The employer will pay for the initial test. In the case of post-

accident testing, the employee will be compensated at the appropriate rate of pay for the length of time required to complete the testing process.

- 22.7.2 The employee shall pay for all confirmatory testing of a split sample. In the event that the confirmatory test is negative, the employee will be reimbursed the cost of the test. The employee has the following options for payment for this test: 1) Remit payment to the District, or 2) Request a payroll deduction.
- 22.7.3 CSEA job stewards and other appointed representatives shall receive the same training provided to supervisors for reasonable suspicion determinations as it is scheduled.
- 22.7.4 The parties agree to treat all test results as confidential medical records and recognize that these records may need to be released in the course of legal proceedings.
- 22.7.5 The District respects and acknowledges the right of bargaining unit members to seek and receive CSEA representation for any meeting in which misconduct by the employee is/may be alleged and for which there may be disciplinary action.
- 22.7.6 Following the receipt of positive test results, the employer shall not question an employee concerning the use of alcohol and/or controlled substances without first informing the employee of his/her right to have a union representative present throughout the questioning. If the employee then requests union representation, no such questioning shall occur in the absence of the union representative.
- 22.7.7 Remedy for Failure to Adhere to Process and Procedure: The process and procedure described herein is intended to balance the privacy rights of unit members with public policy considerations. The parties agree that any District failure to adhere to the process and procedures described herein shall preempt the District from subjecting a unit member to disciplinary action under the terms of this article.

List of Laboratories in California and Nevada
That Have Been Approved for Urine
Drug Testing by the Department of
Health and Human Services

Associated Pathologists Laboratories, Inc.
4230 S. Burnham Avenue, Suite 250
Las Vegas, Nevada 89119-5412 Phone: (702) 733-7866

Centinela Hospital Airport Toxicology Laboratory
9601 S. Sepulveda Blvd.
Los Angeles, CA 90045 Phone: (310)215-6020

National Health Laboratories, Inc.
5601 Oberlin Drive, Suite 100
San Diego, CA 92121 Phone: (619) 455-1221

National Toxicology Laboratories, Inc.
1100 California Avenue
Bakersfield, CA 94404 Phone: (805) 322-4250

Nicols Institute Substance
7470-A Mission Valley Road
San Diego, CA 92108-4406 Phone: (619) 686-3200 or (800) 446-4728

PharmChem Laboratories, Inc.
1505-A O'Brien Drive
Menlo Park, CA 94025 Phone: (415) 328-6200 or (800) 446-5177

Poisonlab, Inc.
7272 Clairmont Mesa Road
San Diego, CA 92111 Phone: (619) 279-2600 or (800) 8827272

Sierra Nevada Laboratories, Inc.
888 Willow Street
Reno, Nevada, CA 89502 Phone: (800) 648-5472

SmithKline Beecham Clinical Laboratories
7600 Tyrone Avenue
Van Nuys, CA 91045 Phone: (818) 226-4373

Toxworx Laboratories, Inc.
6160 Variel Avenue
Woodland Hills, CA 91367 Phone: (818) 226-4373

UNI Lab
184 Oxnard Street
Tarzana, CA 91356 Phone: (818) 343-8191 or (800) 492-0800



OCEAN VIEW SCHOOL DISTRICT
Huntington Beach, California
Human Resources



MEMORANDUM

Date:

To:

From: Human Resources

Re: **Notification of Potential Testing for Reasonable Suspicion/Post Accident for Drug and/or Alcohol Use for Employees While on Duty**

The Collective Bargaining Agreement ratified by CSEA and approved by the Board of Trustees in April, 2002, includes a testing process for an employee who may be under the influence of drugs or alcohol. We are notifying you in advance and in writing, that all Classified employees, except for those being tested by the Department of Transportation, are subject to reasonable suspicion/post accident for drug and/or alcohol testing. The tests are the same as those specified in Title 49 of the code of Federal Regulations Part 382, for safety sensitive positions. This notice requires signature by the employee and supervisor of the employee. The District will provide a copy to the employee and retain a copy for the employee's file.

I understand that I am subject to reasonable suspicion/post accident testing for drug and/or alcohol use while on duty.

Signature of Employee

Date

Signature of Supervisor

Date

PLEASE GIVE A COPY OF THIS MEMO TO THE EMPLOYEE AND SEND THE ORIGINAL TO THE DIRECTOR, HUMAN RESOURCES, WHEN COMPLETED.



Ocean View School District
 Huntington Beach, CA 92647
 Human Resources



REASONABLE SUSPICION OBSERVATION POTENTIAL DRUG AND/OR ALCOHOL USE

Procedures:

1. *Contact Assistant Superintendent, Human Resources*
2. *Employee may request a CSEA representative present at meeting. Do not wait more than one hour for a representative.*
3. *One supervisor and a District administrator must each observe the employee and complete this form (Article 22.1.3.2).*
4. *If observations indicate drug/alcohol testing is appropriate, Human Resources will place the employee on administrative leave pending test results.*
5. *Give the employee a signed copy of this completed form prior to Human Resources placing him/her on leave.*
6. *A supervisor or District administrator must drive the employee to the test location.*
7. *Test must be given within the guidelines outlined in the OVSD/CSEA contract (Articles 22.1.3.5 and 22.2.1)*
8. *The observing supervisors and administrator must have been trained in recognizing drug/alcohol use within the previous twelve (12) months.*

Name of Employee: _____	
Date of Observation: _____	Time of Observation: _____
Work Hours: _____	
Employee's Supervisor: _____	

<p>Observation <i>Observed behaviors must be just before, during or just after the employee's performance of his/her assigned duty hours. Reasonable suspicion observations must be related to the employee's ability to perform the essential functions of their job i.e., they must clearly show that the specific appearance, behavior, speech or body odor of the employee prevents the employee from performing the essential functions of the employee's job that meets District standards consistent with the employee's job description.</i></p> <p>Describe employee behaviors:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Supervisor/Administrator Signature: _____</p>
--

**TENTATIVE AGREEMENT BETWEEN
OCEAN VIEW SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #375
November 14, 2007**

The Ocean View School District and California School Employees Association, Chapter #375, met Wednesday, November 14, 2007 and reached tentative agreement on the 2007-2008 contract.

In addition, it was also agreed to the following language change:

- 10.1 The salary schedule for ~~2006-2007~~ 2007-2008 was increased by ~~5%~~ 4% over the ~~2005-2006~~ 2006-2007 salary schedule, ~~as agreed on June 26, 2006, plus an additional 1%, for a total of 6% over the 2005-2006 salary schedule;~~ beginning July 1, ~~2006~~ 2007.

- 11.6 Retirement Health Benefits
The District will make a contribution of 100% of the least expensive medical plan for eligible classified retirees between the ages of ~~60~~ 55 and 65, who have ten (10) consecutive years of service in the Ocean View School District, beginning July 1, ~~1999~~ 2007. This retirement agreement will sunset on June 30, ~~2007~~ 2010.

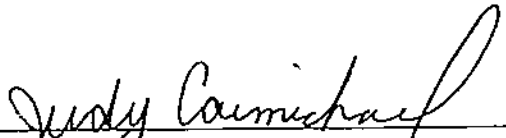
- 17.1 Inclusive Dates And Continuation of Agreement
Except as otherwise specifically provided herein, this agreement shall be effective July 1, ~~2004~~ 2007, and remain in full force up to and including June 30, ~~2007~~ 2010, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than May 1, each year of the Agreement, of its request to modify, amend, or terminate this Agreement.

- 17.2 The District and CSEA Chapter #375 agree to reopen negotiations on the salary schedule, Health and Welfare Benefits, and one other reopener by each side for the ~~2006-2007~~ 2008-2009 school year, based upon notification indicated in 17.1. The parties may reopen negotiations on any other Article under this Agreement by mutual agreement.

- All other proposed articles were taken off the table.

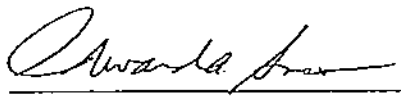
Signed: November 14, 2007

For CSEA Chapter #375:



Judy Carmichael, President,
CSEA Chapter #375

For Ocean View School District:



Edward A. Sussman, Ed.D.,
Interim District Superintendent

**OCEAN VIEW SCHOOL DISTRICT
2011-2012* Classified Bargaining Unit Range Placement**

Salary Range

ACCOUNTING SERIES

35 Senior Account Clerk
37 Financial Technician
37 Payroll Technician
45 Accounting Technician

CHILD CARE SERIES

18 Child Care Attendant
32 Child Care Program Facilitator

CLERICAL SERIES

23 Clerk Typist
28 Intermediate Clerk Typist
28 School Office Clerk
29 Intermediate Clerk Typist-Bilingual
29 School Office Clerk-Bilingual
31 Switchboard Operator/Receptionist
31 Senior Clerk Typist
33 Translator
35 Staff Development Technician

CUSTODIAL SERIES

28 Custodian
32 Head Custodian

DELIVERY SERIES

31 Delivery Worker
37 Storekeeper

FOOD SERVICE SERIES

18 Food Distribution Worker
35 Central Kitchen Coordinator

GARDENING SERIES

*** 31 Groundskeeper/Gardener
32 Sprinkler Repair Worker
33 Grounds Equipment Operator
35 Grounds Maintenance Worker
37 Sprinkler Mechanic
39 Grounds/Gardener Lead Worker

HEALTH SERIES

26 School Health Technician

HUMAN RESOURCE SERIES

35 Intermediate Personnel Specialist
35 Personnel Technician
36 Assistant Credential Technician
36 Health & Welfare Technician
41 Personnel Analyst
41 Senior Personnel Specialist - Credentials

INSTRUCTIONAL SERIES

21 Instructional Aide
22 Instructional Aide-Bilingual
22 Instructional Assistant - Special Education
22 Preschool Instructional Assistant
23 Instructional Assistant-Computer
23 Instructional Assistant-ESL
23 Instructional Assistant-Farm Facility
23 Instructional Assistant-Interpreter
23 Preschool Instructional Assistant - Bilingual
24 Speech and Language Aide
25 Instructional Assistant-Adapted Physical Ed
25 Instructional Assistant-Physical Education
25 Instructional Assistant-Severely Disabled
26 Inst Asst-Applied Behavior Analysis (ABA)
29 Associate Preschool Educator
**** 29 OVPP Associate Preschool Educator
31 Lead DTT/ABA - Instructional Assistant
32 Preschool Educator
**** 32 OVPP Preschool Educator
32 Speech and Language Assistant APPENDIX A

Salary Range

LIBRARY/MEDIA SERIES

27 School Library Specialist
32 Instructional Resource Center Technician
34 Library/Instructional Materials Technician
35 Graphics Technician

MAINTENANCE SERIES

28 Maintenance Helper
33 Maintenance Worker
37 Equipment Mechanic
37 Flooring Repair Worker
37 Skilled Maintenance Worker
40 Maintenance Locksmith
41 Carpenter/Cabinetmaker
41 Heating, Ventilation & Air Conditioning Mechanic
41 Maintenance Electrician
45 Heating & Air Conditioning Mechanic/
Energy Conservation Coordinator
50 Facilities Planner/Coordinator

NETWORK/COMMUNICATIONS SERIES

40 Information Technology Support Specialist
45 Computer/Multimedia Technician
50 Network Systems Manager

PRINTING SERIES

33 Reprographic Technician

PURCHASING SERIES

30 Purchasing Clerk
34 Senior Purchasing Clerk
38 Buyer

SECRETARIAL SERIES

36 Department Secretary
36 School Office Manager
37 School Office Manager-Bilingual
40 Administrative Secretary

SPECIAL PROGRAM SERIES

19 ALC Attendant
23 Community Liaison/Bilingual Assistant
23 Community Resource Coordinator
25 Parent Educator
27 American Indian Education Program Assistant
31 Community Liaison
31 American Indian Education Project Coord

TRANSPORTATION SERIES

32 Bus Driver
35 Driver Trainer
36 Mechanic Assistant
38 Transportation Dispatcher
42 Mechanic
45 Lead Mechanic

* Salaries effective 7/1/07 - 4% Across the Board Increase Board approved 12/11/07.

** Lifting of step freeze imposed on all bargaining unit members for the 2010-2011 school year. Effective 7/1/11 all affected unit members placed on the Step they would have achieved had the Step Freeze not been imposed. No retroactive salary payments made. Board approved 8/16/11.

*** \$125 per month stipend added to base salary for incumbents required to possess an appropriate pesticide application certificate. Board approved 05/17/11, retroactive to 02/01/11.

**** New classification adopted by Personnel Commission eff 8/11/11

OCEAN VIEW SCHOOL DISTRICT
Classified Bargaining Unit
Master Salary Schedule
2011-2012

RANGE	STEP 1	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
10	10.827	1819	1912	2007	2108	2216
11	11.089	1863	1958	2057	2162	2270
12	11.378	1912	2007	2108	2216	2329
13	11.653	1958	2057	2162	2270	2386
14	11.949	2007	2108	2216	2329	2445
15	12.244	2057	2162	2270	2386	2506
16	12.545	2108	2216	2329	2445	2570
17	12.867	2162	2270	2386	2506	2633
18	13.189	2216	2329	2445	2570	2700
19	13.510	2270	2386	2506	2633	2767
20	13.858	2329	2445	2570	2700	2837
21	14.199	2386	2506	2633	2767	2907
22	14.554	2445	2570	2700	2837	2979
23	14.921	2506	2633	2767	2907	3053
24	15.296	2570	2700	2837	2979	3130
25	15.676	2633	2767	2907	3053	3208
26	16.070	2700	2837	2979	3130	3290
27	16.470	2767	2907	3053	3208	3374
28	16.890	2837	2979	3130	3290	3457
29	17.303	2907	3053	3208	3374	3542
30	17.730	2979	3130	3290	3457	3632
31	18.176	3053	3208	3374	3542	3722
32	18.635	3130	3290	3457	3632	3815
33	19.095	3208	3374	3542	3722	3909
34	19.580	3290	3457	3632	3815	4007
35	20.079	3374	3542	3722	3909	4108
36	20.577	3457	3632	3815	4007	4210
37	21.083	3542	3722	3909	4108	4316
38	21.615	3632	3815	4007	4210	4426
39	22.153	3722	3909	4108	4316	4534
40	22.704	3815	4007	4210	4426	4648
41	23.268	3909	4108	4316	4534	4763
42	23.852	4007	4210	4426	4648	4883
43	24.449	4108	4316	4534	4763	5004
44	25.060	4210	4426	4648	4883	5130
45	25.689	4316	4534	4763	5004	5260
46	26.345	4426	4648	4883	5130	5389
47	26.989	4534	4763	5004	5260	5524
48	27.665	4648	4883	5130	5389	5663
49	28.354	4763	5004	5260	5524	5805
50	29.063	4883	5130	5389	5663	5951

**OCEAN VIEW SCHOOL DISTRICT
CONTRIBUTION TO THE
CATASTROPHIC LEAVE BANK**

To: Payroll

From: Employee Name: _____
(please print)

Social Security No: _____

Job Title/Location: _____

Limitations on Contribution

You must retain accrued sick leave in an amount equal to that number of sick leave days you earn in a year (i.e., a 12-month employee must keep a minimum of 12 days of sick leave for his/her personal use; an 11-month employee must keep a minimum of 11 days of sick leave; a 10-month employee must retain 10 days). You may donate to this catastrophic leave bank any number of days of accrued sick leave in excess of these amounts and any accrued vacation in excess of five days.

Contribution

In accordance with Article VII, Section 7.14, Catastrophic Leave, I wish to contribute the following hours of accumulated sick leave time and/or vacation time to the Catastrophic Leave Bank.

Hours of Sick Leave: _____

Hours of Vacation: _____

I further understand that my contributions of time (sick leave and/or vacation leave) are irrevocable and becomes the property of "The Bank" and will no longer be available for my personal use.

Signature

Date

Distribution:

Payroll
Employee

**OCEAN VIEW SCHOOL DISTRICT
REQUEST FOR
WITHDRAWAL FROM CATASTROPHIC LEAVE BANK**

Complete this form in full and submit to Assistant Superintendent, Human Resources.
If you wish to retain a copy, please do so. You will be notified of the decision.

To: Assistant Superintendent, Human Resources

From: Employee Name: _____
(Please print)

Employee ID #: _____

Job Title/Location: _____

In accordance with Article VII, Section 7.14, Catastrophic Leave, I wish to request the following withdrawal from the Catastrophic Leave Bank:

Probable Duration of Absence or need for intermittent days:

From: _____ To: _____

In accordance with Education Code 44043.5 (outlined on the back of this request form), I am attaching the attending licensed health care provider's certification that the illness/injury is of a serious nature requiring prolonged treatment. This injury/illness is not work-related and I have exhausted all available paid leave entitlement from the District. My last full day in paid status will be _____ (date available from the Payroll Department).

Signature Date

.....

The committee has received your request and upon review the following decision has been reached:

Approved: _____ Disapproved: _____ Date: _____

CSEA Chapter President Assistant Superintendent, Human Resources

The decision to approved or disapprove is not subject to the grievance procedure or any other appeal process.

Distribution: Classified Personnel, Payroll, CSEA, File

Education Code 44043.5 - Catastrophic Leave, defined:

The governing board of a school district or county office of education may establish a catastrophic leave program to permit employees of that district or county office to donate eligible leave credits to an employee when that employee or a member of his or her immediate family suffers from a catastrophic illness or injury.

- (a) For the purposes of this section, the following terms are defined as follows:
 - (1) "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

Education Code 44043.5, Verification required:

- (b) Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:
 - (1) The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the school district or county office in which he or she is employed.

Submit the following, signed by a licensed health care provider:

1. The date on which the employee's serious, incapacitating health condition commenced and the probable duration of the condition, or
2. A statement that the serious, incapacitating health condition warrants the employee to provide care to a family member, and an estimate of the amount of time off needed to provide such care.

OCEAN VIEW SCHOOL DISTRICT
CLASSIFIED EMPLOYEE PERFORMANCE IMPROVEMENT PLAN

Employee Name: _____ Classification: _____

Supervisor: _____ School/Dept: _____

Identified area(s) of performance which need to be improved: _____

Specific suggestions for improvement in identified areas and assistance to be provided: _____

Date to review progress: _____

EMPLOYEE: I have provided input into and have been given a copy of this Performance Improvement Plan.

Signature of Employee: _____ Date _____

Signature of Supervisor: _____ Date _____

Status report by identified area(s): _____

Completion of plan: Successful Not successful Write new plan

EMPLOYEE: My performance on the improvement plan has been discussed with me. My signature acknowledges receipt of this plan.

Signature of Employee: _____ Date _____

Signature of Supervisor: _____ Date _____

Revised 12/3/10

