

AGREEMENT

Between

**Garden Grove
Unified School District**

AND



**California School Employees
Association, Chapter 121**

July 1, 2015 – June 30, 2018

**GARDEN GROVE UNIFIED SCHOOL DISTRICT
CSEA CHAPTER # 121**

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ARTICLE 1 - AGREEMENT

- 1.1 **TERMS OF AGREEMENT:** This Agreement is made and entered into this 19th day of January 2016, by and between the Garden Grove Unified School District (hereinafter referred to as "District"), and the California School Employees Association, Garden Grove Chapter #121 (hereinafter referred to as "CSEA"). This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code of the State of California.
- 1.2 **LENGTH OF AGREEMENT:** This Agreement shall become effective July 1, 2015 and shall remain in full force and effect through June 30, 2018.
- 1.3 **APPLICATION OF AGREEMENT:** The Articles and Provisions contained within this Agreement shall apply to those employees as designated under Article 2.

ARTICLE 2 - RECOGNITION

- 2.1 **NEW POSITIONS:** All newly created positions, except those that are designated certificated, management, confidential, or supervisory, shall be assigned to the bargaining unit. The determination of management, confidential, or supervisory employees shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution.
- 2.2 **UNIT:** The Bargaining Unit shall include all permanent and probationary employees in the job classifications found in Appendix A.
- 2.3 **EXCLUSIONS:** Excluded are all substitute, temporary, and provisional employees and those positions in the job classifications found in Appendix A.

ARTICLE 3 - DEFINITIONS

- 3.1 **ASSOCIATION:** California School Employees Association #121, which is an affiliate of the California School Employees Association.
- 3.2 **BARGAINING UNIT MEMBER:** An employee who is included in the appropriate unit as defined in Article 2, and therefore covered by the terms and provisions of this agreement.
- 3.3 **CLASS:** A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirements of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.
- 3.4 **DAY:** Any day in which the District Education Center is open for business.
- 3.5 **DISTRICT:** The Garden Grove Unified School District or the Board of Education.
- 3.6 **EMPLOYEE:** A member of the bargaining unit as defined in Article 2 and therefore covered by the terms and provisions of this contract.
- 3.7 **EMPLOYER:** The Garden Grove Unified School District Board of Education.
- 3.8 **FISCAL YEAR:** July 1 through June 30.
- 3.9 **IMMEDIATE FAMILY:** The mother, father, son, daughter, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; and the spouse, son-in-law, daughter-in-law, brother, or sister of the employee; or any relative living in the immediate household of the employee.
- 3.10 **IMMEDIATE SUPERVISOR:** The administrator or classified supervisor having immediate jurisdiction

over the employee and having authority in the interest of the District to hire, discharge, discipline, reward, and impose other personnel matters.

- 3.11 **MEETING AND NEGOTIATING:** Shall mean meeting, conferring, negotiating, and discussing by the exclusive representative and the public school employer in a good faith effort to reach agreement on matters within the scope of representation.
- 3.12 **SALARY RANGE:** A series of consecutive salary steps that comprise the rates of pay for a class. A salary range normally consists of five salary steps.
- 3.13 **SALARY STEP:** A specific rate in a salary range. One of the consecutive rates that comprise a monthly or hourly salary range.
- 3.14 **SCHOOL YEAR:** The period from September through June when students are normally required to be in attendance.
- 3.15 **TRANSFER:** The reassignment of an employee without examination from one position to another position in the same class at a different school or department or to a position in a similar or related class with the same salary range.

ARTICLE 4 - HOURS OF EMPLOYMENT

- 4.1 **WORKDAY AND WORKWEEK:** The maximum number of hours of regular employment for an employee is eight hours a day and 40 hours a week. However, the Board of Education may employ persons for lesser periods of time. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
 - 4.1.1 The length of the workday shall be designated by the District for each classified assignment.
 - 4.1.2 The workweek for employees shall include the seven-day period beginning with the five consecutive days an employee is regularly assigned to work. The workweek will start at 12:01 a.m. on the first day of the employee's workweek and end at midnight on the last day.
 - 4.1.3 For employees working a non-standard workweek (less than five consecutive workdays), the workweek shall start at 12:01 a.m. Sunday morning and end at midnight the following Saturday.
 - 4.1.4 Each employee shall be assigned a regular schedule with designated starting and ending times. The District may make adjustments due to educational or operational needs. No changes in schedule shall be made for the purposes of alleviating overtime, extra hours, or for punitive reasons. Except in an emergency or situations involving student supervision, the site administrator or designee will provide the employee(s) at least ten (10) days notice of the change and the reasons for it. In the event of a hardship for the employee or a need to reduce the number of notification days, the site administrator shall meet with the exclusive representative in order to meet and confer over the schedule change.
- 4.2 **OVERTIME ELIGIBILITY AND DISTRIBUTION:** Overtime is ordered and authorized work performed in excess of eight hours worked in one day or 40 hours worked in one workweek. (*See Classified Overtime Report Appendix G.*)
 - 4.2.1 **6th and 7th Day/4 or More Hours:** An employee who works four or more hours a day shall be compensated for all work required on the sixth consecutive day of the workweek at a rate equal to one and one-half (1½) times the employee's regular rate and on the seventh consecutive day of the workweek at a rate equal to two and one-half (2½) times the employee's regular rate.
 - 4.2.2 **6th and 7th Day/Less Than 4 Hours:** An employee who works less than four hours per day shall be compensated at a rate equal to one and one-half (1½) times the employee's regular rate for all work required on the sixth and seventh consecutive day(s).

- 4.2.3 **Holiday Compensation:** All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2½) times the regular rate of pay. (2½ times = holiday pay at straight time plus 1½ time for all hours worked on the holiday)
- 4.2.4 **Overtime Distribution By Seniority:** Scheduled overtime shall be distributed and rotated on a seniority basis as equally as is practical among employees in the bargaining unit within each department/site and class. For the purposes of this section, seniority shall be based on a combination of time in the class and site/department. Employees shall not be excluded from overtime assignments. This does not apply to call-backs or emergencies.
- 4.2.4.1 If no employee volunteers for an overtime assignment, the supervisor shall assign the overtime by seniority, requiring the qualified employee with the least seniority to accept the assignment.
- 4.2.4.2 An employee who is absent on the working day immediately before a day of scheduled overtime due to reasons other than approved vacation or jury duty leave shall be excluded from the overtime assignment. The missed overtime shall not be rescheduled. Said provisions shall apply to Article 16.
- 4.3 **COMPENSATORY TIME OFF:** Employees shall receive compensatory time off for overtime worked as noted below. (*See Classified Compensatory Time Off Report Appendix G.*)
- 4.3.1 **Instructional Support Services:** A regular employee who works authorized overtime shall be paid at a rate equal to one and one-half (1½) times the regular rate of pay for the overtime worked, or shall receive compensatory time off at a rate equal to one and one-half (1½) times the overtime worked. The employee may request either compensatory time off or overtime pay. Reasonable effort will be made to accommodate the employee's request consistent with the needs of the District. The determination of the method of compensation (i.e., compensatory time off or overtime pay) will be made by the appropriate administrator.
- 4.3.2 **Operational Support Services:** A regular employee who works authorized overtime shall be paid at a rate equal to one and one-half (1½) times the regular rate of pay for the overtime worked. Notwithstanding this provision, compensatory time off may be granted upon mutual agreement between the employee and the Department Head.
- 4.3.3 **Compensatory Time Taken Within Two Months During the Work Year:** Compensatory time off shall be taken within two working months in which it has been earned. If the compensatory time off is not taken during that two-month period, the employee will be paid for the accumulated time.
- 4.3.4 **Change of Assignment:** If an employee who has accumulated compensatory time off transfers, demotes, or promotes, he/she will be paid for the overtime or appropriate time off will be granted upon mutual agreement between the parties before the change in assignment is made.
- 4.4 **CALL BACK:** An employee who is called back to work shall be compensated at the overtime rate for all hours in a paid status which are in excess of eight hours in one day.
- 4.4.1 Any employee called back to work, whether after normal working hours or on a day not worked, shall be credited with not less than three hours of work at the overtime rate.
- 4.5 **MEAL AND REST PERIODS:** Employees shall be provided meal and rest periods as noted below:
- 4.5.1 **Lunch Periods:** Each bargaining unit employee working six or more consecutive hours per day shall have an unpaid, uninterrupted lunch period of not less than thirty minutes. The lunch period shall be assigned by the immediate supervisor, to be taken at or about the midpoint of each work shift.
- 4.5.2 **Rest Periods:** Employees shall be eligible for one paid 15 minute rest period for each four-hour consecutive period worked, at times approved by the immediate supervisor. Employees

who work less than four hours shall be eligible for one paid 10 minute rest period, which insofar as practicable, shall be in the middle of each work period. Rest periods may not be accumulated or used to lengthen the lunch period or shorten the workday.

4.5.3 **Non-Day Shift Employees:** Dinner periods and rest periods for other than day shift employees shall be established, whenever possible, within the regulation of day shift employees.

4.6 **CHANGES IN PART-TIME ASSIGNMENTS:** A part-time employee whose assignment time is increased an average of 30 minutes or more per day for 20 consecutive days shall have his/her regular assignment adjusted upward to reflect the change in assigned time. Such changes will be effective beginning on the 21st day.

ARTICLE 5 - GRIEVANCE PROCEDURES

5.1 **DEFINITION OF TERMS:** The following definitions shall apply to the grievance procedures contained in this Article.

5.1.1 **Grievant:** An individual employee in the bargaining unit or the Association who alleges a grievance.

5.1.2 **Grievance:** A formal written allegation by a grievant that there has been a misinterpretation, a misapplication, or a violation of the provisions of this Agreement.

5.1.3 **Informal Level:** An informal meeting of the grievant and the immediate supervisor to resolve a dispute or difference, before filing a formal grievance. The grievant must identify the conference as an informal level grievance.

5.1.4 **Formal Level:** A formal written allegation by a grievant that there has been a misinterpretation, a misapplication, or a violation of the provisions of this Agreement.

5.1.5 **Day:** Any day in which the District Education Center is open for business.

5.1.6 **Immediate Supervisor:** The supervisor having immediate jurisdiction over the employee.

5.2 **INTENT AND TIME LIMITS:** It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level.

5.2.1 It is important that grievances be resolved as quickly as possible. The times indicated at each level should be considered as maximums. Time limits may be extended by mutual agreement of both parties.

5.2.2 A formal written grievance must be filed within 30 days of the alleged violation or infraction.

5.3 **REPRESENTATION:** The grievant may have the assistance of CSEA representation at any level of the grievance procedure, or may choose to represent himself/herself, provided he/she provides copies of all written formal grievances to the President of CSEA.

5.4 **INFORMAL LEVEL:** Before filing a formal grievance, the grievant should attempt to resolve the grievance by an informal conference with his/her immediate supervisor.

5.5 **LEVEL ONE:** If the grievant is not satisfied with the adjustment of the grievance at the informal level, he/she may, within ten working days following the conference, present the grievance in writing on the appropriate grievance form (See Appendix F) to his/her immediate supervisor.

5.5.1 Written response by the immediate supervisor to the grievance shall be submitted to the grievant within ten days after receiving the form.

5.6 **LEVEL TWO:** If the grievance is not satisfactorily adjusted by the immediate supervisor, or if the

immediate supervisor fails to respond in accordance with Level One, the grievance may be submitted to the appropriate next level administrator within ten days, using the grievance form.

5.6.1 Written response by the appropriate next level administrator to the grievance shall be submitted to the grievant within ten days after receiving the form.

5.6.2 A meeting may be held within the above time limits at the written request of either the grievant or appropriate next level administrator.

5.7 **LEVEL THREE:** If the grievant is not satisfied with the decision at Level Two, he/she may appeal the decision to the Personnel Director on the appropriate form within ten days.

5.7.1 Written response by the Personnel Director to the grievance shall be submitted to the grievant within ten days after receiving the form.

5.7.2 A meeting may be held within the above time limits at the written request of either the grievant or the Personnel Director.

5.8 **LEVEL FOUR:** If the grievance is not satisfactorily adjusted with the Personnel Director, the grievant may, within ten days, submit the grievance on the appropriate form to the Superintendent.

5.8.1 Written response by the Superintendent to the grievance shall be submitted to the grievant within ten days after receiving the form.

5.8.2 A meeting may be held within the above time limits at the written request of either the grievant or the Superintendent.

5.9 **LEVEL FIVE – MEDIATION:** If the grievant is not satisfied with the decision of the Superintendent, the grievant may, within ten days, submit to the Personnel Director a request in writing for mediation of the grievance.

5.9.1 The Personnel Director shall submit, within five days after receipt of the written request, to the California Conciliation Service a request for the immediate services of a mediator.

5.9.2 The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.

5.9.3 If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement of resolution.

5.10 **LEVEL SIX – ADVISORY ARBITRATION:** If a satisfactory resolution is not reached through the mediation process, the grievant may, within ten days, request in writing to the Board of Education that the grievance be submitted to advisory arbitration.

5.10.1 The District and CSEA shall choose a mutually acceptable arbitrator within ten days of the receipt of a written request for arbitration. If no choice has been made after five days, a request will be made to the California Conciliation Service to supply a list of five people who have experience in public school arbitration. The District and CSEA shall choose a person from the list by means of elimination until only one remains.

5.10.2 Upon the completion of an investigation, the arbitrator shall report findings and recommendations in writing to the Board of Education and CSEA. The recommendations of the arbitrator shall conform to the laws of the State of California and to the terms of this Agreement.

5.10.3 After reviewing the findings and recommendations of the arbitrator at a regularly scheduled meeting, the Board of Education shall, within ten days, issue a decision which is final and binding.

5.10.4 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. All other costs will be borne by the party incurring them.

5.11 **MISCELLANEOUS:** The following miscellaneous provisions shall apply to the grievance procedure contained in this Article.

5.11.1 **Group Grievances:** Group grievances that involve employees with different immediate supervisors may be filed at Level Two. If the grievance involves employees who have different administrators, the grievance may be submitted at level Three.

5.11.2 **Bypassing Level Two:** If the next level administrator of the immediate supervisor is either the Personnel Director or the Superintendent, Level Two of the grievance procedure will be eliminated.

5.11.3 **Self-Representation:** An employee covered by this Agreement may file a grievance directly, under the procedures of this Article, and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. The CSEA President shall be provided with any response at any level of the grievance procedure.

5.11.4 **Grievance Forms:** Grievance forms will be available at each site and the Office of Personnel Services (See Appendix F). If the grievance is presented via fax the grievant or CSEA shall notify the recipient during normal working hours via telephone that the document is being transmitted. In addition, written responses at all levels shall be submitted to the party signing the grievance.

ARTICLE 6 - SAFETY CONDITIONS

6.1 **SAFETY REQUIREMENTS:** The District shall, within an appropriate timeline, conform to and comply with all safety requirements imposed by state or federal law or regulations adopted under state or federal law.

6.2 **SAFETY COMMITTEE:** A Safety Committee shall be formed which shall include two members appointed by CSEA. This committee, which shall be headed by a District representative, shall make recommendations to the District concerning improvements in safety conditions. The bargaining unit members of the committee shall be allowed reasonable release time to carry out their committee obligations. This committee shall meet quarterly. Report of all actions taken will be made available to the bargaining unit.

6.2.1 Each site shall establish a safety committee which shall include at least one member of the bargaining unit. The committee shall meet quarterly, during work hours, and make recommendations, in writing, concerning safety conditions to the above-referenced committee and employees at the site.

6.3 **REPORTING INDUSTRIAL ACCIDENT OR ILLNESS:** All employees shall report an industrial accident or illness, no matter how minor, to the employee's immediate supervisor and file the necessary report of industrial accident or illness.

6.4 **REPORTING UNSAFE CONDITIONS:** It is the responsibility of the employee to report to his/her immediate supervisor, in writing, any conditions which he/she believes are unsafe. The District shall inform the reporting employee within a reasonable time period of the resolution to the concern. An employee may respectfully refuse to use any piece of equipment if it is reasonable to assume that such use places the employee in the danger of immediate physical harm.

6.5 **EMPLOYEE RESPONSIBILITIES:** It is the responsibility of any employee whose job requires the use of tools, equipment, or motor vehicles, to do so in a safe, prudent, and lawful manner. Any employee involved in a chargeable vehicle accident while in the conduct of District business may be

required and paid to attend four hours of defensive driver training.

- 6.6 **NO DISCRIMINATION:** No employee shall be discriminated against as a result of reporting any condition believed unsafe.
- 6.7 **APPROPRIATE DRESS FOR SAFETY:** Employees will dress appropriately for the work performed and in accord with safety standards.

ARTICLE 7 - EVALUATION PROCEDURES

- 7.1 **WHEN EVALUATIONS ARE TO BE MADE:** Each regular employee shall be evaluated by an 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's work or is most closely acquainted with his/her performance. The following schedule for evaluating employees shall be followed:
 - 7.1.1 Probationary employees - at the end of the second and fifth months of service.
 - 7.1.2 Permanent employees - at least once each fiscal year.
- 7.2 **EVALUATION FORMS:** Performance evaluation reports shall be made on forms prescribed by the District with input from CSEA.
- 7.3 **DISCUSSION OF EVALUATION:** The immediate supervisor shall present the performance evaluation report to the employee and shall discuss it with him/her. The employee shall sign the evaluation form to indicate receipt, and he/she shall be given a signed copy.
- 7.4 **PLACEMENT IN PERSONNEL FILE:** Performance evaluation reports shall be filed in the employee's official personnel file and shall be available for review in connection with promotional examinations and disciplinary actions.
- 7.5 **EMPLOYEE REBUTTAL:** The employee may, within ten working days of receipt of the performance evaluation form, attach a rebuttal which will be included in the official personnel file.
- 7.6 **REVISED EVALUATION AT ANY TIME:** A revised evaluation may be submitted at any time during the year upon evidence of changed work habits or performance on the part of an employee.
- 7.7 **UNSATISFACTORY EVALUATIONS:** A permanent employee who receives an evaluation with an overall rating of unsatisfactory will be expected to improve his/her performance to such an extent that a reevaluation within sixty days will reflect an overall rating of above unsatisfactory. Failure to make such an improvement in performance will constitute sufficient grounds for disciplinary action.
 - 7.7.1 The employee shall have the right to protest an evaluation through the grievance procedure. If the employee's objections are sustained, the grievance authority shall order preparation of a new evaluation and removal of the grieved evaluation from the employee's file.

ARTICLE 8 - TRANSFER

- 8.1 **VOLUNTARY TRANSFERS:** A transfer may be made at the employee's request.
 - 8.1.1 **Transfer Request in Writing:** Request for transfer shall be made by the employee in writing, on a District-approved form, to the Classified Personnel Office and must include:
 - 8.1.1.1 The classification to which the employee desires to transfer.
 - 8.1.1.2 Any qualifying factors describing the kind of position to which he/she wishes to transfer.

- 8.1.1.3 The reason for requesting a transfer.
- 8.1.2 **Condition of Transfer/Probation:** A permanent employee who transfers to a position in a class in which he/she has not previously completed a probationary period shall be considered probationary in that class.
- 8.1.3 **No Change in Salary Rate/Benefits:** Transfer shall be made without change in salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit.
- 8.1.4 **District Consideration of Transfers:** When employees have on file an official transfer request, the appointing authority must review the transfer requests of all qualified employees. The District will consider the employee's seniority, qualifications, and past performance before a selection is made.
 - 8.1.4.1 All transfer requests will be kept on file in the Classified Personnel Office and will be considered in filling vacancies unless the employee submits a written statement that he/she no longer wishes to be transferred.
- 8.1.5 **Expiration of Transfer Requests:** Requests for transfer will be kept active until the end of the school year, and must be submitted annually.
- 8.1.6 **60-Day Temporary Assessment Period:** An employee accepting a voluntary transfer shall serve a sixty-day temporary assessment period (TAP). If the employee fails to satisfactorily complete the TAP, he/she may be returned to his/her previous position.
- 8.2 **ADMINISTRATIVE TRANSFERS:** A transfer may be made for the good of the service at the discretion of the District, provided that such action shall not be taken for punitive or preferential reasons.
 - 8.2.1 **Approval of Involuntary Transfers:** All involuntary transfers shall be approved by the Personnel Director.
 - 8.2.2 **Involuntary Transfer Notice To Employee:** When District transfer of an employee is pending, notice of transfer will be made in writing to the employee not less than two working days prior to the effective date, unless an emergency or unforeseen circumstances exist.
 - 8.2.3 **Meeting:** Following the written notification, an employee may request a meeting with the District to discuss the transfer.
 - 8.2.4 **Disciplinary Transfers:** Prior to a transfer that is made for disciplinary reasons, the employee and the association shall be informed in writing and the employee shall have the right to file an appeal.
- 8.3 **VOLUNTARY DEMOTION:** A permanent employee may request voluntary transfer to a class with a lower maximum salary rate (voluntary demotion). Such requests require the approval of the department heads involved and the Personnel Director.
 - 8.3.1 An employee who has taken a voluntary transfer to a class with a lower maximum salary rate (voluntary demotion) may be restored to his/her former class or to a related lower class within 39 months, subject to the recommendation of the department head and with the approval of the Personnel Director.
- 8.4 **TRANSFER FOR MEDICAL REASONS:** When an employee becomes physically incapacitated for the performance of any of his/her duties as determined by a physical examination, the Personnel Director 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. The employee may request a meeting with the District to discuss the transfer.
 - 8.4.1 In case of transfer to a lower level, the employee shall receive the same salary he/she is receiving in his/her former class, but his/her salary shall not exceed the maximum salary of

the class to which he/she is transferred. He/She shall retain his/her anniversary date.

ARTICLE 9 - LEAVES

- 9.1 **GENERAL PROVISIONS:** The appointing authority may grant leaves of absence to employees when it is in the best interest of the welfare of the appointing authority and the welfare of the individual employee.
- 9.1.1 **Wages/Benefits:** Except as otherwise provided, time spent on leaves of absence with pay shall count toward salary step advancement and toward employee fringe benefit and seniority accrual. Time spent on leave of absence without pay shall not count toward salary step advancement, employee fringe benefit accrual, and seniority accrual, and shall not be considered a part of the probation period.
- 9.1.2 **During Probationary Period:** Unless otherwise specified, a leave of absence shall not be granted to an employee during his/her first six months of employment with the District. A leave of absence with pay granted to a probationary employee shall affect the continuity of service required for permanency if the absence exceeds ten working days.
- 9.1.3 **Assignment Upon Return:** An employee will be assigned to the same position upon return to service following a leave of absence of not more than six months. An employee will be assigned to a position in the same class upon return to service following a leave of absence of more than six months. If the class has been abolished during the employee's absence, the employee shall be laid off for lack of work and placed on the reemployment list for the class, effective the date of termination of leave. In lieu of layoff, an employee may return to a vacant position in a class at the same or lower salary level, provided the employee meets the qualifications for that class.
- 9.1.4 **Cancellation:** The Board of Education may, for good cause, cancel any leave of absence by giving the absent employee due notification.
- 9.1.5 **Earlier Return:** An employee may make a written request to the Personnel Director to return to work prior to the expiration date of the leave. The Personnel Director may approve or reject such request.
- 9.1.6 **Failure To Return:** Failure to report for duty within five working days after a leave expires or has been canceled shall be considered abandonment of the position, and the employee may be terminated by the Board of Education.
- 9.1.7 **Other Employment:** An employee while on leave of absence may not accept other gainful employment with another employer, except ordered military service, without express prior approval of the Board of Education.
- 9.1.8 **Interruption:** Vacation is the only leave which may be interrupted by another type of leave.
- 9.2 **VACATION:** Every employee shall earn vacation on the basis of the schedule of vacation days found in Appendix B. Vacation days shall be credited for each month in which the employee is in paid status for one-half ($\frac{1}{2}$) or more of the working days of a calendar month.
- 9.2.1 **Accumulation:** Vacation shall be accumulated in fractions of hours and shall be rounded off to the nearest hour at the end of the fiscal year or when the employee leaves the classified service.
- 9.2.2 **Eligibility:** Computation of vacation starts with the fiscal year. Eligibility to take vacation will commence on the first day of the month following completion of six months or 130 days of paid service in regular assignments. No payment for accumulated vacation shall be made to an employee who terminates prior to attaining eligibility to take vacation.

- 9.2.3 **Scheduling:** Earned vacation is to be taken during the fiscal year first following the year in which credited, except as provided in 9.2.5 below. Vacation schedules shall be approved by the department head. Effort shall be made to enable vacation to be taken at time convenient to the employee consistent with the needs of the District and the workload of the department. Preference for vacation periods shall be given the most senior employee in the event of conflict in vacation scheduling between employees.
- 9.2.4 **Unearned Vacation:** Vacation may be granted by the employee's department head even though not earned at the time the vacation is taken. Unearned vacation that has been granted shall be deducted from an employee's final salary warrant if employment terminates prior to earning such vacation.
- 9.2.5 **Required Vacation Periods:** School session, ten months, and ten and one-half (10½) month employees shall take vacation during the Spring and Winter school recesses.
- 9.2.6 **Carry-Over:** Employees are expected to take their full earned vacation each year. Food Service and Transportation department employees who work school session shall be paid for their accumulated vacation time, at their current rate of pay, at the end of each fiscal year. All other employees may accumulate earned vacation to a maximum of two years, contingent upon agreement with the department head. The District shall schedule any earned vacation in excess of two years.
- 9.2.7 **Rate of Pay:** The rate at which vacation is paid shall be the employee's current rate. No deduction shall be made from the vacation credit of any employee for holidays occurring during the assigned vacation period of the employee. Upon separation from service, an employee shall be paid for accumulated vacation at the employee's current rate of pay.
- 9.2.8 **Minimum Usage:** Vacation shall not be granted for periods of less than one hour.
- 9.2.9 **Interruption:** An employee who commences a prescribed vacation period and subsequently becomes ill or bereaved before the vacation period has been completed may request termination of vacation and placement on sick (or bereavement) leave provided:
- 9.2.9.1 The illness (or bereavement) leave is for three consecutive days or more.
- 9.2.9.2 The illness (or bereavement) is such that had the employee been working, he/she would have been absent on sick or bereavement leave.
- 9.2.9.3 The illness (or bereavement) falls within the work year of the employee.
- 9.2.9.4 The illness (or bereavement) is substantiated by the employee.
- 9.2.10 **Web-based Statement of Accrual:** Employees can access the web-based Employee Information System (EIS) at <https://employee.ocde.us> to view their time and attendance history, up-to-date leave balances, paystubs and W2 forms.
- 9.3 **PAID SICK LEAVE:** Sick leave is the authorized absence of the employee because of illness or injury or exposure to contagious disease.
- 9.3.1 **Accrual:** Sick leave with pay shall be earned by regular employees based on a 40-hour week of service from the anniversary date of employment. Sick leave accrued, but not used, shall carry over from one fiscal year to another with no limit of accumulation.
- 9.3.2 **Rate of Accrual:** Full-time employees shall accrue sick leave on the basis of one day for each month of continuous full-time service. To qualify for a month of service, the employee must be compensated for one-half (½) or more of the working days of a calendar month.
- 9.3.3 **Proration of Accrual:** A part-time employee shall accrue sick leave on a proportionate basis as his/her workweek relates to forty hours.

- 9.3.4 **Credit/Adjustment:** At the beginning of each fiscal year, the sick leave "bank" of the employee shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. An employee's sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable. No sick leave shall be allowed while an employee is on layoff or leave of absence without pay. Employees who fail to return to service following illness must refund all amounts paid for unearned sick leave.
- 9.3.5 **Probationary Employees:** New probationary employees shall be granted one day of sick leave for each month of employment for the first six months.
- 9.3.6 **Rate of 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.
- 9.3.7 **Notification of Absence:** The employee shall notify the District in accordance with procedures promulgated by the employee's department head or by the District. If no procedure is otherwise established, the employee shall notify his/her supervisor before the start of the work shift, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the employee.
- 9.3.8 **Notification of Return:** The employee shall notify his/her supervisor at least one day prior to his/her expected return to work in order that any substitute employee may be terminated. If such notification is not given and both the employee and substitute report, the substitute is entitled to the assignment and the employee shall not receive pay for that day.
- 9.3.9 **Medical Release:** To be eligible to return to work following paid or unpaid sick leave, a written statement from the employee's personal physician may be required. This statement shall be presented to the Office of Personnel Services. The physician's statement will contain the scheduled release date and will define any restrictions or limitations. This statement is required:
- 9.3.9.1 Of any employee whose absence extends beyond ten working days. The statement shall verify that the employee is unable to work and provide an estimate of the expected duration of the illness.
- 9.3.9.2 Upon return from absence of ten working days or more due to illness. The approval to return to work must reach the Office of Personnel Services one working day prior to the employee's intended return.
- 9.3.9.3 Upon return from surgery or from illness requiring hospitalization, regardless of the duration of absence.
- 9.3.9.4 Of employees using casts or orthopedic devices at work.
- 9.3.9.5 Upon request of the department head when the employee's illness is of such a nature that the normal work assignment of the employee may impair recuperation or may present a reasonable risk of continued aggravation to the injury or cause of illness.
- 9.3.10 **Holiday Exclusion:** If paid sick leave occurs on the working day immediately before and/or after a paid holiday, the holiday is not charged against sick leave.
- 9.3.11 **Layoff/Unpaid Leave Exclusions:** No sick leave shall be allowed while an employee is on layoff or leave of absence without pay.
- 9.3.12 **Extended Sick Leave Benefits:** Employees who have exhausted all accrued and advanced sick leave shall receive extended sick leave benefits subject to the following conditions:
- 9.3.12.1 Extended sick leave shall be paid at 50% of the basic salary rate.
- 9.3.12.2 Extended benefits shall be limited to 100 working days in each fiscal year. At the

beginning of a fiscal year, 100 workdays shall be credited to the employee's account, whether or not the employee is currently drawing benefits subject to this rule.

9.3.12.3 Sick leave days at full pay in the excess of the amount earned in the current year shall be included in the 100 working days.

9.3.12.4 Other compensable leave, such as vacation, industrial illness leave, holidays, etc., shall not be counted toward the 100 workdays.

9.3.13 **No Sick Leave Payoff:** At the time of resignation or termination of employment, no payment or time off will be allowed for unused accumulated sick leave.

9.3.14 **Granting of Additional Unpaid Leave:** After exhaustion of all paid leave, a permanent employee may be granted additional leave for six months upon request and with the approval of the Board of Education. The additional leave may be extended for two additional six month periods.

9.3.14.1 An employee on unpaid leave shall not again become eligible for paid leave, because of the commencement of a new fiscal year, until he/she has rendered service.

9.3.15 **Exhaustion of All Leaves:** If, at the conclusion of all paid or unpaid leave, the employee is still unable to assume the duties of his/her position, he/she will be placed on a reemployment list for a period of 39 months in the same manner as if he/she were laid off for lack of work or lack of funds.

9.3.16 **Transfer From Another District:** Any new employee who has accumulated sick leave from another public school district in California may transfer the accumulated sick leave if the employee has been with the former district for one year or more and the break in service was less than one year.

9.3.17 **Health Insurance Coverage During Leave:** Employees of the District are entitled to a prepaid six months continuation of fringe benefits in medical, dental, vision care, and life insurance plans while in a Board-approved medical or maternity leave status. The continuation of such fringe benefits shall begin on the last day worked and will terminate at the conclusion of the sixth calendar month or after exhaustion of all paid leaves, whichever is longer. Such benefits shall be in effect during the interim period between the expiration of the above described 100 days and the expiration of the six month period of extended District benefit coverage, unless there is a personnel action terminating the employee prior to the six months limitation of coverage.

9.4 **PERSONAL NECESSITY LEAVE:** In the event of a personal necessity, each employee shall be granted paid leave of absence to attend to events which are serious in nature, involving circumstances the employee cannot reasonably be expected to disregard, and require the attention of the employee during his/her assigned hours of work, subject to the following conditions.

9.4.1 The employee shall notify his/her supervisor at least seventy-two hours in advance of taking such leave, unless an emergency makes such notice impossible.

9.4.2 Any days used as personal necessity leave shall be deducted from the employee's sick leave balance.

9.4.3 The total number of days allowed in any one fiscal year shall not exceed ten regular workdays.

9.4.4 The employee shall use only that amount of time necessary to adequately alleviate the emergency.

9.4.5 Personal necessity leave shall not be used for recreational purposes.

- 9.5 **FAMILY ILLNESS LEAVE:** Three (3) days of leave per year without loss of salary or sick leave shall be allowed to any employee for an illness of a member of the employee's immediate family which is of a serious nature. An illness of a serious nature shall be an illness which an employee cannot reasonably be expected to disregard and which requires the attention of the employee during his/her assigned hours of service.
- 9.5.1 Three (3) days of accrued sick leave per year shall be allowed to any employee for the purpose of caring for an ill member of the employee's immediate family. This leave, combined with the leave set forth in Section 9.5 above shall be provided in conformance with the provisions of California Labor Code section 233.
- 9.6 **OCCUPATIONAL ACCIDENT/INJURY/ILLNESS LEAVE:** A permanent employee who is absent from duty for causes which have been determined by the District as constituting an occupational accident, injury, or illness shall be entitled to occupational accident, injury, or illness leave for up to 60 days in any one fiscal year. An employee is entitled to a maximum of 60 days leave per accident, injury, or illness. Such leave is non-accumulative and may be taken only during those periods when the employee would normally be in a paid status.
- 9.6.1 **Reporting Biweekly:** An employee who is absent from work on account of an occupational accident, injury, or illness shall contact the District Insurance Office biweekly (every two weeks) to report his/her progress towards returning to work.
- 9.6.2 **Reduction Of Leave:** Occupational accident, injury, or illness leave shall commence on the first day of the absence and shall be reduced by one day for each day of absence authorized by the medical report, regardless of any compensation award. When such leave overlaps into the following fiscal year, the employee shall be entitled to only the amount of unused leave remaining at the end of the fiscal year in which the accident, injury, or illness occurred.
- 9.6.3 **Payment For Wages Lost:** Payment for wages lost as a result of absence due to occupational accident, injury, or illness, when added to an award granted the employee under the California Workers, Compensation and Insurance Laws, shall not exceed the regular salary of the employee. In the case of employees paid on an hourly basis, the normal wages for the day shall be based on the assigned work time of the employee.
- 9.6.4 **Filing Initial Report:** Before salary payment will be made to an employee who is absent because of an occupational accident, injury, or illness, the proper report of the accident, injury, or illness must be completed on the form required by the Procedures Manual for Workers' Compensation and filed with the District Workers' Compensation Office.
- 9.6.5 **Travel Limitations:** Any employee receiving benefits under these provisions shall, during the period of the leave, remain within the State of California unless out-of-state travel is authorized by the Board of Education.
- 9.6.6 **Exhaustion of Occupational Leave:** If an employee remains disabled after entitlement to occupational accident, injury, or illness leave is exhausted, he/she shall then be placed on regular sick leave or other applicable leave. If, when an employee goes on regular sick leave or other type of leave, he/she is receiving a compensation award, he/she shall be entitled to use only as much of such other leave benefits as will, when added to the award, provide for a normal full day's wage or salary.
- 9.6.7 **Exhaustion of All Paid Leaves:** If the employee is no longer receiving a Workers' Compensation award, but is still unable to return to work, he/she shall then be placed on regular sick leave or other available leaves. After the expiration of all paid leave, an employee who is unable to return to work may be granted additional leave without pay for six months. Such leave may be extended for two additional six-month periods at the discretion of the Board of Education.
- 9.6.8 **Physician's Statement:** An employee who has been absent from work under the provisions of this section must present a statement from a licensed physician to the Workers'

Compensation Office prior to returning to work. The statement will contain the date the employee is released to return to work and will define any restrictions or limitations.

- 9.6.9 **Seniority Credit:** A period of leave under this provision, either paid or unpaid, shall not be considered to be a break in service for the employee; and the employee, while on such leave, shall continue to receive seniority credit.
- 9.6.10 **Medical Reemployment List:** 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, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available during the 39-month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all available candidates, except for a reemployment list established in accordance with appropriate seniority requirements. If an employee's former class has ceased to exist during his/her absence, the employee shall be assigned to a vacant position in a comparable class for which qualified. If an employee who has been placed on such a reemployment list has been released to return to duty and fails to accept a position in his/her class, he/she shall be subject to dismissal.
- 9.7 **BEREAVEMENT LEAVE:** Employees shall be allowed regular pay for not more than three working days when absent on account of the death of any member of the immediate family. Such leave may be extended to a maximum of five days when travel beyond a 300-mile radius is necessary in connection with the bereavement.
- 9.8 **JURY DUTY LEAVE:** Leave of absence for jury service shall be granted to any employee in paid status, who has been officially summoned to jury duty in local, State, or Federal Court. Leave shall be granted for the period of the jury service.
- 9.8.1 **Pay:** The employee shall receive full pay while on leave, provided that the jury service fee for such leave, with the exception of travel allowances, is assigned to the District. The jury service fee for such leave, along with the subpoena or court certification, must be filed with the District.
- 9.8.2 **Request For Leave:** Request for jury service leave should be made by presenting the official court summons to jury service to the Office of Personnel Services.
- 9.8.3 **Availability For Work:** An employee who has received a leave of absence under this provision shall make himself/herself available for work during the hours when his/her presence is not required in court. However, if an employee's work shift is other than between the hours of 7:00 a.m. and 5:00 p.m., the employee shall have the right to be excused from his/her assignment for a period of time equal to his/her required court duty.
- 9.9 **WITNESS LEAVE:** Leave of absence to serve as a witness in a court case shall be granted an employee when he/she has been served a subpoena to appear as a witness, not as the litigant, in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court.
- 9.9.1 **Pay:** The employee shall receive full pay while on leave, provided that the witness fee for such leave, with the exception of travel allowances, is assigned to the District. The witness fee for such leave, along with the subpoena or court certification, must be filed with the District.
- 9.9.2 **Request For Leave:** Request for leave of absence to serve as a witness should be made by presenting the official court summons to the Office of Personnel Services.
- 9.9.3 **Availability For Work:** An employee who has received a leave of absence under this provision shall make himself/herself available for work during the hours when his/her presence is not required in court. However, if an employee's work shift is other than between the hours of 7:00 a.m. and 5:00 p.m., the employee shall have the right to be excused from his/her assignment for a period of time equal to his/her required court duty.

- 9.10 **PREGNANCY DISABILITY/MATERNITY LEAVE:** Absences of female employees for reasons related to pregnancy and convalescence following childbirth shall be treated as sick leave and are subject to the provisions of Article 9.3. Employees with district health benefits on pregnancy disability/maternity leaves shall continue to receive full health and welfare benefits paid by the District for six (6) months from the first day of the month following the last day worked.
- 9.10.1 Pregnancy Disability Leave - Employees are entitled to use accumulated sick leave and are subject to the provisions of Article 9.3 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery thereof. Such leave shall not be used for childcare, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date upon which the leave shall commence and the date on which the duties are resumed, shall be determined by the employee's physician.
- 9.10.2 Maternity Leave - Female employees who desire a leave of absence for the purpose of remaining at home to care for a newborn infant are subject to the provisions of Article 9.15 (unpaid leave) and/or 9.20 (family care leave), if eligible. The leave request shall be submitted to the District not less than twenty (20) days prior to the commencement of the leave, when possible.
- 9.11 **MILITARY LEAVE:** Employees, under official orders, who are called to duty or who volunteer in the armed services of the United States shall be granted military leave of absence for the period of such required service or enlistment.
- 9.11.1 **Pay:** Employees who have served one year or more in the District shall be granted such leave with up to the first 30 calendar days at full pay. Paid days shall not exceed 30 days in one fiscal year. Employees who have not served one year in the District shall be granted leave without pay.
- 9.11.2 **Effect On Benefits:** The employee's advancement on the salary schedule shall not be interrupted by military leave; he/she shall continue to accrue seniority for purposes of layoff due to lack of work, lack of funds, or abolishment of position, and for longevity vacation. However, no other fringe benefits such as sick leave or vacation shall accrue during such absence.
- 9.11.3 **Military Reserves:** Employees who are members of reserve corps, and who must temporarily be absent due to active military training, shall be granted temporary military leave of absence not to exceed 180 calendar days.
- 9.11.3.1 Employees who have been in the service of the District for one year or more shall be granted such leave, with the first 30 calendar days at full pay; and they shall not suffer loss of benefits of any kind nor shall they lose any rights granted other employees due to the absence. Employees who have not been in the service of the District for one year shall be granted leave without pay.
- 9.11.3.2 An employee on military leave shall be reinstated in his/her regular position or a position in the same classification upon honorable discharge from the service.
- 9.11.3.3 An official document stating the date the employee must report for duty shall be submitted to the Office of Personnel Services prior to the granting of a leave of absence under this provision.
- 9.12 **VISTA LEAVE:** Employees who volunteer to serve with VISTA may be granted leave of absence without pay for a maximum of two years. An employee on VISTA leave shall be reinstated in his/her regular position or a position in the same class upon conclusion of the leave.
- 9.13 **STUDY LEAVE:** Employees who have completed seven consecutive years of service in regular status with the District shall be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the appointing authority. When a study leave has been authorized and taken, an additional seven years of service, after return to duty from the last leave, must be completed before another study leave may be granted.

9.13.1 **Period of Leave:** Study leave can be for any period of time not to exceed one year and may be taken in any time increments as approved by the Board of Education, but must be completed within three years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall be credited towards future study leave eligibility. Any leave granted and taken under this provision shall not constitute a break in service for any purpose, but the leave time shall not count toward eligibility for a future study leave.

9.13.2 **Application:** To secure a study leave, the employee must file an application with the Board of Education and must outline:

9.13.2.1 His/her work history with the District (e.g. positions held and length of service in each).

9.13.2.2 The length of leave requested and the time period in which the leave will be completed if granted.

9.13.2.3 The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institution giving the course, costs involved, degree or credits to be granted, and other pertinent data.

9.13.2.4 Amount of compensation requested while on leave.

9.13.2.5 Service, if any, to be performed by the employee for the District during the leave.

9.13.2.6 The benefits to be derived by the District by granting the leave.

9.13.2.7 Willingness of the employee to provide a bond to the District as required by law.

9.13.2.8 Willingness to provide the District evidence of satisfactory study progress at agreed intervals during leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the District, result in immediate cancellation of the leave.

9.13.2.9 Agreement by the employee to report any employment during the leave to the Office of Personnel Services who shall determine whether conflict exists with the purpose of the leave.

9.13.3 **Pay:** If a leave is granted under this provision, the employee will be paid, as a minimum, the difference between what his/her salary or wage would have been had he/she not been on leave and the salary paid the substitute employee. In lieu of the minimum, the Board and employee may agree, in writing, to greater compensation. If the Board approves compensation greater than the minimum, it shall be not less than one-half ($\frac{1}{2}$) of the employee's formal rate of compensation and not more than full compensation.

9.14 **RETRAINING LEAVE:** In the event that the Board of Education contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements, or for any other reason, it may provide for retraining of displaced employees in accordance with this provision.

9.14.1 **Eligibility:** To be eligible for retraining leave, an employee must:

9.14.1.1 Have served at least three years in the District.

9.14.1.2 Be serving in a position which the District contemplates abolishing or show that the retraining will clearly benefit the District.

9.14.1.3 Indicate a willingness to undergo the prescribed training program.

9.14.1.4 Indicate a willingness to serve the District for at least two years following

successful completion of the retraining program.

- 9.14.2 **Prescribing Training:** The Board of Education shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.
- 9.14.3 **Pay and Benefits:** The employee shall be considered permanent for all purposes during the period of the retraining program and shall receive normal compensation and benefits. The Board may prescribe duties, if any, to be performed by the employee on behalf of the District during retraining leave.
- 9.14.4 **Expenses:** The Board shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the employee if the employee fails to complete the prescribed retraining program.
- 9.14.5 **Other Purposes:** The Board may establish retraining programs for other purposes and may grant leaves of absence for retraining in the same manner as for study leaves of absence, except that the three years of service requirement shall prevail.
- 9.15 **UNPAID LEAVE:** Leave of absence without pay may be granted to permanent employees by the Board of Education upon the written request of the employee and the approval of the Superintendent or his/her designated representative subject to the following restrictions:
 - 9.15.1 **Second Leave:** An employee who has been granted a leave for 30 days or more shall complete one year of service before a second leave will be granted, except as otherwise provided.
 - 9.15.2 **Length:** Leave of absence shall not be granted for more than 12 consecutive calendar months except as otherwise provided.
 - 9.15.3 **Less Than Two Weeks:** Personal leave without pay may be granted to an employee by the employee's immediate supervisor for a period not to exceed two weeks.
- 9.16 **ABSENCE FOR EXAMINATION:** Employees shall be permitted to be absent from duty during working hours in order to take any District examination for which they are qualified without deduction of pay or other penalty, provided the immediate supervisor is given prior notice.
- 9.17 **ABSENCE FOR IN-SERVICE TRAINING:** Permission to attend in-service activities related to the employee's assignment which would benefit the District shall be granted without loss of pay when approved by the supervisor.
 - 9.17.1 Necessary expenses will be paid by the District when prior approval of the Board of Education has been received.
 - 9.17.2 Payment will not be made for expenses incurred in connection with obtaining licenses or certificates required as a condition of employment.
- 9.18 **ABSENCE TO SERVE IN EXEMPT/TEMPORARY/LIMITED POSITION:** Any permanent employee who accepts an assignment within the District to an exempt, temporary, or limited term position shall, during such assignment, be considered (for status purposes) as serving in his/her regular position; and such assignment shall not be considered separation from service. The employee may, with the approval of the appointing authority, voluntarily return to his/her position or a position in the class of his/her permanent status prior to the completion of service in an exempt, temporary, or limited term position.
- 9.19 **HOLIDAYS:** The District agrees to supply employees with the holidays listed in Appendix C for the term of this Agreement. The date of each holiday is designated for employees who regularly work: (a) Monday through Friday; (b) Sunday through Thursday; (c) Tuesday through Saturday.
 - 9.19.1 **Eligibility:** All employees will be entitled to payment for authorized holidays falling on days

normally worked, provided that they were in a paid status during any portion of their normally scheduled workday immediately preceding or succeeding the holiday.

9.19.2 **Pay:** The rate of pay shall be that which the employee received the day immediately preceding the holiday.

9.19.3 **Recess Periods:** Regular employees who are not normally assigned to duty during the spring and winter school recesses shall be paid for any holidays accruing during those periods, provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday.

9.19.4 **Non-Student Day:** Any non-student day shall be treated as a regular workday for classified employees.

9.19.4.1 On any school day during which students would otherwise have been in attendance but are not for emergency reasons, employees shall receive regular pay whether or not they are required to report for duty.

9.20 **FAMILY CARE LEAVE:** All eligible employees are entitled to a family care leave for a total of up to 12 work weeks (60 work days) in any school year as set forth in state (California Family Rights Act) and federal (Family and Medical Leave Act) statutes for the following reasons: For the care of the employee's son/daughter (birth/adoption/foster care); For the care of the employee's spouse, son/daughter, or parent who has a serious health condition; For a serious health condition that makes the employee unable to perform the job duties.

9.20.1 **Definitions:** (applicable to this provision)

9.20.1.1 Eligible employee: Must have worked for the District for one full year, including at least 1250 hours, which includes paid leave and/or family care leave, during the previous school year. Six-hour per day employees having one (1) or more years of six-hour per day service meet the 1250-hour requirement.

9.20.1.2 Spouse: Legal husband or wife of the employee.

9.20.1.3 Son or Daughter: Biological, adopted, foster, step child, legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or 18 years of age/older and incapable of self care because of mental/physical disability.

9.20.1.4 Parent: Biological parent of an employee or an individual who acted in loco parentis to the employee when the employee was under 18 years of age.

9.20.1.5 Serious Health Condition: An illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.

9.20.2 **Procedure:** The leave request shall be submitted to the District not less than 30 calendar days prior to the commencement of the leave, when possible. Medical certification for serious health-related leaves shall state:

1. The date on which the serious health condition began.
2. The probable duration of the condition.
3. The appropriate medical facts regarding the condition, including the need for the leave.

9.20.3 **Benefits Continuation:** The District will maintain all current medical, dental, vision, and life insurance benefits. If the employee fails to return to work, the District may recover its share of the insurance premiums paid during the period of unpaid leave unless the failure to return is caused by a serious health condition of the employee or other circumstances beyond the employee's control.

9.20.4 **Assignment Upon Return:** Employee shall be entitled to return to the same location and

- Tier 3 (selected medications within each therapeutic class)...\$35
- c. Emergency Room Co-pay \$100
- 3. Plan Co-Insurance
 - a. Preferred Provider (PPO).....80% / 20%
 - b. Non-PPO Provider70% / 30%
- 4. Plan Out of Pocket Maximum\$2,500 in network and \$3,500 out-of-network per calendar year per enrollee
- 5. Benefits Subject to Inside Limits
 - a. Accident100% of first \$500 - \$500 per case
 - b. Inpatient Mental.....60 days per calendar year
 - c. Outpatient Mental @ 50%.....Up to 50 visits per year
 - d. Plan Cap\$600 per day maximum per non-PPO inpatient/outpatient hospital and/or free-standing surgical center admission
 - e. Routine Preventative Procedures- (adults only)Included in pre-deductible allowance
 - f. Hospice Care60-day maximum
- B. Health Maintenance Organization (HMO)/Exclusive Provider Organization (EPO)
 - 1. Plan Deductible (EPO).....\$300–One person
\$600–Two people
\$900–Three or more people
 - 2. Hospital Admission Charge (HMO).....\$100 per day (\$300 maximum per admission)
 (*in lieu of deductible*)
 - 3. Hospital Care - Medical/Surgical (EPO) Tier 1 Hospital: 100%
 Tier 2 Hospital: 80% / 20% co-insurance
 - 4. Outpatient Care - Medical/Surgical (EPO) Tier 1 Hospital: 100%
 Tier 2 Hospital: 80% / 20% co-insurance
 - 5. Plan Co-Pays
 - a. Doctor Visits\$25 per visit
 - b. Emergency Room Co-pay (EPO).....\$100 per visit
 - c. Drugs
 - Tier 1 (most generic & selected over-the-counter)..... \$5 (EPO)
 - Tier 2 (brand name without generic equivalent) \$10 (EPO)
 - Tier 3 (selected medications within each therapeutic class).. \$35 (EPO)
 - HMO \$5/\$15/\$30, as per plan contract
 - 6. Out-of-Pocket Maximum (EPO)\$2,500 in network per calendar year – individual
\$7,500 in network per calendar year – family
(There is not an out-of-pocket maximum for out of network providers/services.)

10.1.2 The District shall provide a medical services insurance plan for retiring employees to age 65 and for disabled employees, age 50 or older. The retiring or disabled employee shall have a choice from the plans provided by the District. The retiring employee must have served at least ten consecutive years immediately preceding retirement, and reached age 55 when service to the District terminated. The disabled employee must have served 15 consecutive years in the District. A District-approved leave shall not constitute a break in service for the purpose of eligibility for this benefit. Retirement is defined as resignation from District employment with a monthly retirement allowance from the Public Employees Retirement System (PERS).

10.1.3 The District shall provide medical insurance for the spouse of employees who qualify for the provisions in 10.1.2.

10.1.3.1 Other eligible dependents of employees who qualify for the provisions in 10.1.2 may continue membership in the District health plan at the GGUSD group rate, provided that they arrange to pay the necessary premium directly to the District.

- 10.1.4 Pre-authorization is required in the fee-for-service medical plan for outpatient services as indicated in the Summary Plan Description.
- 10.1.5 The prescription drug card within the fee-for-service plan has a limitation of a 30-day supply of drugs at any one time, except that a 90-day supply for three co-pays may be obtained through a mail-order pharmacy when deemed necessary by a medical doctor.
- 10.1.6 The District will provide employees' access to an 800 number for medical questions.
- 10.1.7 The medical and dental fee-for-service plans will include a third party recovery clause for all employees.

10.2 DENTAL PLANS:

10.2.1 The District shall provide employees who work 30 or more hours per week (and Cook-Baker Trainees who work 25 or more hours per week) and eligible dependents with a dental services insurance plan. The employee shall have a choice from between two plans (Fee for Service and Pre-Paid) provided by the District. The plans will provide benefits as outlined in the following schedule to be administered as set forth in the Summary Plan Descriptions.

**SCHEDULE OF BENEFITS
Dental Plans**

- A. Fee-for-Service Dental
 - 1. Dental
 - a. Plan Maximum \$2000 per calendar year
 - b. Plan Deductible \$25 - one person
(per calendar year) \$75 - family
 - c. Co-Insurance 90% / 10%
 - 2. Orthodontia
 - a. Plan Maximum: \$2800 lifetime
 - b. Co-Insurance 50% / 50%
- B. Pre-Paid Dental
 - 1. Dental
 - a. Preventative Procedures Co-Pay -0-
 - b. Restorative Dentistry Co-Pay -0-
 - c. Crowns/Bridges Co-Pay -0-
(gold excluded)
 - 2. Orthodontia (banding only)
 - a. Co-Payment \$1500 up to age 23
 - b. Co-payment \$2000 age 23 and above

10.3 VISION PLAN:

10.3.1 The District shall provide employees who work 30 or more hours per week (and Cook-Baker Trainees who work 25 or more hours per week) and eligible dependents with a vision insurance plan. The plan shall be special "Plan B" of California Vision Services, or its equivalent, except that tinted or photo-chromatic lenses shall be covered by the plan. The plan will provide as outlined in the following schedule, to be administered as set forth in the Summary Plan Description.

**SCHEDULE OF BENEFITS
Vision Plan**

- A. Frequency of Services

- | | |
|---------------------------|-----------|
| 1. Examinations | 12 months |
| 2. Lens or Contact Lenses | 12 months |
| 3. Frames | 24 months |

B. Deductible - Examinations/Lens/Frames \$25

C. Special Provisions

- | | |
|---|-----------------|
| 1. Cosmetic Contacts | |
| 2. Tints | |
| 3. Non-Panel Doctor Reimbursement | |
| 4. Second Pair Benefit | \$200 allowance |
| <i>Toward selection of both lenses and contact lenses in the same 12 month period</i> | |

10.4 **LIFE INSURANCE:**

10.4.1 The District shall provide all eligible employees with a \$50,000 term life insurance policy, to include a provision for dependent life coverage and an age reduction schedule complying with Age Discrimination Act regulations.

10.5 **LIMITATION OF BENEFITS:**

10.5.1 All health and welfare benefits shall be maintained and premium increases shall be paid by the District for the duration of this contract.

10.5.2 Effective with the September 2010 payroll, in order to receive the medical, dental, and vision benefits package described in Sections 10.1.1, 10.2.1, and 10.3.1, all eligible employees enrolled in the group health program shall make a tenthly payroll deduction contribution based upon the following schedule:

- Employee - \$50
- Employee with one dependent - \$100
- Employee with two/more dependents - \$150

10.5.3 Effective July 2010, an employee who is eligible to receive the medical benefits described in Sections 10.1.2 and 10.1.3 shall make a yearly contribution based on the following schedule:

- Employee - \$450
- Employee and spouse - \$900

10.6 **DURATION OF BENEFITS:**

10.6.1 The benefits provided in this Article shall remain in effect during the term of this Agreement.

10.6.2 The Unit shall be consulted before any change in carriers or administrators of the health and welfare benefits plan is made.

10.6.3 Employees who are absent on account of leaves covered in Article 9, Sections 9.3, 9.6, and 9.10 of this agreement, and who have exhausted their accumulated sick leave, shall continue to receive full health and welfare benefits paid by the District for six months from the first day of the month following the last day worked, or until exhaustion of all paid leaves, whichever is longer.

10.6.4 Employees on District-approved leaves of absence without pay shall be given the option of converting to a health and welfare benefit plan for the period of the leave, at the employee's expense.

10.6.5 An employee who is receiving benefits and is expected to return to work at the beginning of the next school year will have continuous coverage until October 1, unless the employee

subsequently gives notice of intent to terminate, in which case coverage ends on the first day of the month following such notice.

10.7 MISCELLANEOUS:

10.7.1 Each employee in the bargaining unit shall receive from the District a full explanation of all health and welfare benefits - including carriers, coverage, and other pertinent information.

10.7.2 Examinations for tuberculosis will be required every four years. The examination may be either an x-ray or approved intra-dermal tuberculin skin test. The District shall arrange and pay for these tests.

10.7.3 Employees will be provided the opportunity annually to change health plans during a 30-day open enrollment period. (September 1 - September 30)

10.7.4 Employees will be provided the opportunity to terminate coverage for themselves, or any eligible family member, the first of the month following the submission of a written request to cancel coverage. The enrollment of eligible employees and family members will be in accordance with the Summary Plan Description and shall include the following:

- 1) First of the month following the elected change during the 30 day annual open enrollment period.
- 2) For new spouse, the first of the month following date of marriage.
- 3) Newborns coverage from date of birth.
- 4) An employee, spouse, or child with coverage outside of the District whose coverage was terminated as a result of the spouse's termination of employment could be enrolled the first of the month following the date of termination of benefits.

Change requests for items 2, 3, and 4 to be submitted in writing within 30 days of the date of marriage, birth, or termination of benefits.

10.7.5 The District and the Association agree to participate in an ongoing study, analysis, and education program in health benefits. At least four insurance newsletters shall be prepared and distributed to employees each school year.

10.8 EMPLOYEE PAYROLL DEDUCTIONS: Employees may participate in any tax sheltered annuity/deferred compensation life insurance plan and/or shares in a regulated investment company of their choice with the District providing payroll deductions for this purpose.

10.8.1 Employees may participate in Association sponsored group health, dental, and life insurance plans of their choice with the District providing payroll deduction for this purpose.

10.8.2 Full and part-time employees may participate in a 125 flexible benefit program for medical reimbursement including eligible over-the-counter purchases (to a maximum of \$2,500 per year), and dependent care expenses with the District providing payroll deduction for this purpose.

ARTICLE 11 - WAGES

11.1 **SALARY PLAN:** The district agrees to maintain the 2014-2015 salary schedule with a 6.5% increase for the 2015-16 school year. (Appendices D1, D2)

11.2 **INITIAL PLACEMENT:** The hiring rate for all new employees shall be the first step of the appropriate salary range, except for such classes where an accelerated hiring rate has been approved. When the previous experience of a new employee so warrants, the employee may be hired at the second or third step of the salary range.

11.2.1 The hiring rate of new employees entering journey level classifications in the Equipment & Repair Series, the Maintenance Trade Series, or the Vehicle Repair Series shall be the fourth

step of the appropriate salary range.

11.3 **STEP ADVANCEMENT:** All employees shall be eligible for a step advancement on their anniversary date to the maximum step of the salary range.

11.3.1 **Step Advancement - Aide Class:** All classified employees assigned to a position which requires the taking of an instructional aide class must take and successfully pass the required instructional aide classes in order to receive an annual step increase. Employees who do not successfully complete the required classes shall be denied their annual step increase on their anniversary date. Employees who have been denied a step increase and subsequent to their anniversary date are successful in completing the classes will be eligible for future step increases on their next anniversary date.

11.3.1.1 No employee shall be denied a step increase for not completing required training or certification if a class is not provided by the District.

11.3.1.2 When required training or certification is only offered during an employee's working hours, that employee may take the class at no loss of pay.

11.4 **ANNIVERSARY DATE:** An employee's anniversary date is established as follows:

11.4.1 For appointments made between the first and 15th day of the month, the anniversary date shall be the first day of that month.

11.4.2 For appointments made between the 16th and final day of the month, the anniversary date shall be the first day of the following month.

11.4.3 Anniversary dates so established shall be extended due to unpaid leave of absence in excess of two weeks.

11.5 **PROMOTION:** An employee who receives a promotion shall be placed on the first step of the salary range for the new class which is equal to or above a one-step increase over the employee's current rate, except that an employee may be placed on the last step of the appropriate range if that is the maximum allowable for the class.

11.5.1 Upon promotion, the employee shall retain his/her anniversary date.

11.6 **VOLUNTARY DEMOTION:** Employee who accepts voluntary demotion shall be placed on the step of the range in the lower class which is closest to the rate earned in the higher class, provided that there shall be no salary increase.

11.6.1 Upon voluntary demotion, the employee shall retain his/her anniversary date.

11.7 **TRANSFER:** When an employee is transferred from one position to another in the same class or in a class with the same salary range, he/she shall retain the same step and anniversary date.

11.8 **LONGEVITY ANNIVERSARY INCREMENTS:** Employees in the bargaining unit shall be eligible for the following longevity increments:

11.8.1 **10th Year - 2.5%:** Beginning with the tenth year of service an employee shall receive an additional 2.5% of his/her regular salary range and step.

11.8.2 **15th Year - 5.0%:** Beginning with the 15th year of service, an employee shall receive an additional 2.5% for a total of 5% of his/her regular salary range and step.

11.8.3 **20th Year - 7.5%:** Beginning with the 20th year of service, an employee shall receive an additional 2.5% for a total of 7.5% of his/her regular salary range and step.

11.8.4 **25th Year - 10.0%:** Beginning with the 25th year of service, an employee shall receive an additional 2.5% for a total of 10% of his/her regular salary range and step.

11.9 **MILEAGE**: Employees whose responsibilities require travel to more than one site or who use their own vehicles for District authorized activities shall receive, if requested, mileage reimbursement at the current IRS rate.

11.9.1 Reimbursement shall be allowed for mileage accrued beyond that required for one round trip to the employee's regular work site.

11.10 **SPECIAL RATES**: All special rates for the following jobs will be paid at four ranges above the employee's current step: Asphaltting, Cement Work (3 yards or more), Chipper, Roofing, Sandblasting.

11.10.1 **Painting by Custodians**: Employees in the Custodial series who, in the course of their regular assignment are assigned to painting will receive special rates at four (4) ranges above the employee's current step.

Touch-up painting, including the covering of graffiti, is not included in the special rates, unless the painting takes longer than two (2) hours per day. Graffiti is defined as marks made by crayons, pens, pencils, spray paint, lipstick, fingernail polish, etc.

11.11 **NIGHT DIFFERENTIAL PAY**: Effective July 1, 2010 employees whose regular assignment requires them to work at least one-half of their regular shift between the hours of 4:30 p.m. and midnight shall receive night differential pay of 2.5% above their regular hourly rate of pay for each hour worked. Employees whose regular assignment requires them to work at least one-half of their regular shift between the hours of midnight to 7:00 a.m. shall receive night differential pay of 3.0% above their regular hourly rate of pay for each hour worked.

11.11.1 **Effective Date of Night Differential**: An employee will begin earning night differential pay on the first day that the employee is assigned to work at least one-half of his regular shift between the hours of 4:30 p.m. and 7:00 a.m.

11.11.2 **Termination Date of Night Differential**: Night differential pay shall terminate on the first day that the employee is assigned to the day shift, except that an employee temporarily (20 working days or less) assigned to the day shift in the same classification shall not lose the pay differential.

11.11.3 **Differential Rate and Promotions**: For purposes of promotion, the rate of pay for any employee receiving night differential pay shall be considered the employee's regular range and step excluding the differential pay.

11.12 **WORKING OUT OF CLASS**: A permanent employee who is assigned to work out of classification, to perform the duties of a higher classification, shall be compensated at the first step of the salary range for the higher classification that is equal to or above a one step increase in salary, provided the assignment is for five working days in a 12-day period.

11.12.1 **Retroactive**: Compensation at the higher rate shall commence on the sixth working day and be retroactive to the first day.

11.12.2 **Vacation Period and Full Responsibilities**: This section shall not be construed to include employees who are assigned to fill in during vacation periods, but who are not given full responsibility for the duties of the higher classification.

11.13 **EMPLOYEE SUPPLIES AND MATERIALS**: The District will provide employees with supplies, tools, and materials to perform their duties.

11.13.1 **Prior Written Approval**: Employees may not use personally owned supplies, tools, and materials to perform their duties without prior written approval of the appropriate department head.

11.13.2 **District Required Tools**: Notwithstanding the above, if the District requires employees to

furnish supplies, tools, and/or materials to perform assigned duties, the District will provide a safe place to store such supplies, tools, and materials. If such supplies, tools, and/or materials are lost, the District will replace them in kind, if the employee's negligence did not contribute to the loss.

11.13.3 **Tool Allowance:** Employees, who as a condition of employment are required to have their own tools, shall be eligible to receive up to \$800.00 per fiscal year to replace broken or worn-out tools under the following conditions:

11.13.3.1 The employee has been in that position for a period of one year.

11.13.3.2 The employee's tool inventory must be placed on file with the supervisor/manager.

11.13.3.3 Proof must be shown that the employee has replaced or added to the basic tool inventory.

11.13.3.4 The inventory must be updated annually and verified with the supervisor/manager prior to an employee receiving payment.

11.14 **EMPLOYEE PERSONAL PROPERTY:** The District shall replace or reimburse employees for the cost of replacing or repairing personal property damaged or lost in the performance of their duties under the following conditions:

11.14.1 The property is the type that is necessarily worn by the employee.

11.14.2 The property was lost or damaged through no fault of the employee.

11.14.3 The value of the property, which shall be determined as of the time of loss or damage, is greater than \$50 and less than \$750.

11.14.4 The employee will use all other available methods to recover compensation before making a claim against the District.

11.15 **PROFESSIONAL GROWTH PROGRAM:** The Professional Growth Program is designed to provide an opportunity for professional and personal growth for classified employees through continuing education. It is intended to recognize an employee's voluntary effort to increase his/her general and/or specific value to the District. The program will allow employees the opportunity to increase skills and earn salary advancement. See Professional Growth Form, Appendices E1 and E2.

11.15.1 **Eligibility:** All regular full- or part-time employees are eligible to participate in the Professional Growth Program after completion of their initial probationary period.

11.15.1.1 Course work commenced prior to July 1, 1985 may not be used towards earning a professional growth salary increment.

11.15.1.2 Employees must have completed three years of service in order to receive the first professional growth increment.

11.15.1.3 An employee is eligible to receive one professional growth increment for each 15 professional growth points he/she has accumulated.

11.15.2 **Earning Professional Growth Points:** Professional growth points are earned as follows:

11.15.2.1 One point for each full semester unit for courses taken at a community college or university (2/3 of a point for each quarter unit).

11.15.2.2 One point for each 16 hours of classroom instruction for ROP, adult education, or trade school classes where college equivalent units are not granted.

11.15.2.3 One point for each 16 hours of attendance at job-related lectures, training programs, seminars, and District workshops.

11.15.3 **Receiving Credit for Points:** In order to receive credit:

11.15.3.1 Course work must be taken at accredited schools.

11.15.3.2 Training sessions, job-related lectures, seminars, and workshops must be approved by the employee's department head.

11.15.3.3 Classes and/or training sessions may not be taken during the employee's regular work hours.

11.15.3.4 All courses required for a degree are acceptable for job related courses if prior approval of the degree program is obtained from the Office of Personnel Services.

11.15.4 **Professional Growth Increments:** Eligible employees will receive a salary increment of 35 cents per hour for each 15 professional growth points accumulated. At least 12 of the 15 points must be job-related. The remaining three points may be in the area of personal growth.

11.15.4.1 Courses determined to be recreational are not creditable toward professional growth points.

11.15.4.2 A minimum of two years must elapse before an additional increment can be earned.

11.15.4.3 An employee can earn a maximum of five professional growth increments.

11.15.5 **Program Administration:** The Office of Personnel Services shall be responsible for the administration of the Professional Growth Program. In order to receive credit, employees must submit verification of completed course work or training.

11.15.5.1 The Office of Personnel Services will maintain a permanent record of points accumulated and will notify employees if credit for courses or training has been approved.

11.15.5.2 In order to receive credit, a course must be completed with a passing grade of "C" or better. In courses where grades are not given certification of satisfactory completion must be submitted.

11.15.5.3 The Office of Personnel Services shall notify the Payroll Department and the employee when professional growth increments have been earned.

11.15.6 **Professional Growth Committee:** A Professional Growth Committee shall be established. This committee will include two CSEA appointees and two District representatives. This committee will be responsible for maintaining a list of job-related fields of study which will serve as a guideline in determining whether or not a particular course or training program is job-related. Individual course approval will be given by the employee's department head and reviewed for final approval by the Office of Personnel Services. Courses not approved may be appealed to the Professional Growth Committee. Final approval will rest with the Superintendent.

11.16 **EMPLOYEE DEVELOPMENT:** Each employee shall have the opportunity to attend and be compensated for unlimited district-sponsored employee development activities beyond the work year, work week, or work day, at the current step of their classification. Employee development activities beyond those sponsored by the district shall have an annual maximum of 40 hours. See Appendices E3 and E4.

- 11.16.1 **Employee Development Committee:** An Employee Development Committee shall be established. This committee will include two CSEA appointees and two District representatives. This committee will be responsible for exploring employee development options, topics, and implementation.

ARTICLE 12 - ASSOCIATION RIGHTS

- 12.1 **ACCESS:** CSEA shall have the right of access to areas in which employees work before or after working hours or lunch breaks. Scheduled site visits shall be preceded by notice of one working day, when possible, but not less than one hour to the site administrator where access is intended. Further, association representatives shall check in at the main office at the outset of the site visit.
- 12.2 **BULLETIN BOARDS/MAIL SERVICE:** CSEA shall have the right to use institutional bulletin boards, mailboxes, and the District mail service subject to the following regulations:
- 12.2.1 At least a reasonable portion of one bulletin board at each work location shall be provided for CSEA use.
- 12.2.2 Materials to be posted on designated bulletin boards shall be dated and have proper CSEA identification.
- 12.2.3 Materials to be sent through the District mail service shall be dated, have proper CSEA identification, and shall be routed to the Director of Classified Personnel or designee before mailing.
- 12.2.4 Information distributed through the District mail or posted on designated bulletin boards shall be reasonable.
- 12.3 **DISTRICT FACILITIES:** CSEA shall have the right to use District facilities according to the rules and regulations of the Civic Center Act.
- 12.4 **BUDGET/FINANCIAL REPORT:** CSEA shall be provided, on request, with a copy of any official budget or financial report necessary to the negotiation process.
- 12.5 **RELEASE TIME:** CSEA shall receive as a maximum each year 50 released days, plus one-eighth day per member of the bargaining unit, for the purposes of meeting and negotiating, and for the processing of grievances, and contract administration during the term of this contract.
- 12.5.1 The President of the Association, or designee, shall be entitled to use up to 15 days of the released time for purposes of contract administration.
- 12.5.2 The President of the Association, or designee, shall provide the Office of Personnel Services with a 72-hour notice of release, in writing, unless the President or designee does not have knowledge of the need for the release time in advance of the 72-hour requirement.
- 12.6 **PRINTING OF CONTRACT:** As soon as possible, the District shall provide each employee in the bargaining units covered by this Agreement with a copy of the new Agreement. The cost of the publication shall be equally divided between CSEA and the District.
- 12.7 **MAINTENANCE OF MEMBERSHIP:** The right of payroll deduction for payment of organizational dues shall be accorded exclusively to CSEA. Any employee who is a member or becomes a member of CSEA shall have dues deductions made by the District. Authorized dues deductions shall be non-revocable as long as the employee is part of the bargaining unit, except as specified below. Such authorized deductions shall continue when a member returns from unpaid leave. Employees may drop membership in CSEA by submitting a request to discontinue membership to the Office of Personnel Services during the 30 calendar day period immediately succeeding the expiration of the contract period. No other revocation period will be allowed.

12.7.1 **New Hire Agency Provision:** Employees hired after July 17, 2012 shall pay monthly dues or service fees as established by the CSEA dues or service fee schedule. Said fees shall be deducted by the district the first month after the first full month of employment. Employees subject to this provision shall be provided with all required service fee payer rights information by CSEA in advance of the first payroll deduction.

12.7.2 **Hold Harmless Clause:** CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the Organizational Security Provisions contained herein.

12.8 **CHAPTER'S USE OF CSEA:** The District recognizes the right of CSEA #121 to utilize the services of CSEA for matters provided in the Educational Employment Relations Act.

ARTICLE 13 - DISTRICT RIGHTS

13.1 **DISTRICT RIGHTS:** The District retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of California. The exercise of these powers, rights, authorities, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 14 - CONCERTED ACTIVITIES

14.1 **NO STRIKE:** CSEA recognizes the duty and obligation of its bargaining unit members to comply with the provisions of this Agreement. Therefore, CSEA agrees that it will not engage in any strike, picketing, or work slowdown during the term of this Agreement.

14.2 **NO LOCK-OUT:** The District agrees it will not lock out the employees covered by this Agreement during the term of this Agreement.

ARTICLE 15 - LAYOFF

15.1 **TYPES OF LAYOFFS:** "Layoff" shall be defined as the severance of a unit member from employment with the District as a result of a lack of work or lack of funds. An employee shall be considered laid off if:

15.1.1 an employee's position has been eliminated and he/she has least seniority in the class;

15.1.2 an employee's position has been eliminated and the employee, who is not least senior in the class, elects not to exercise bumping rights;

15.1.3 an employee has been bumped by one with greater seniority whose position was eliminated;

15.1.4 an employee has been returned, following promotion or transfer, during the probationary period to his/her former class and the employee has less seniority than any incumbent;

15.1.5 an employee has been displaced by another employee with greater seniority who is returning from leave;

15.1.6 an employee has exhausted all leaves approved by the Board of Education and is unable to return to duty following an illness, injury, or accident;

15.1.7 an employee's position has been reclassified and the employee is not eligible for the reclassified position and has least seniority in the class in which he/she has been serving.

- 15.1.8 an employee's assigned time is reduced by more than one hour per day, the work year is reduced by more than 10 days per year, or the reduction results in the employee no longer being eligible for health and welfare benefits provided under the terms of this Agreement.
- 15.2 **REDUCTIONS IN ASSIGNED TIME:** Those employees reduced by up to one hour per day or up to 10 days in a work year shall be considered laid off and all applicable provisions of this article shall apply except for 15.6.2.
- 15.3 **LAYOFF BY SENIORITY:** Layoff shall be made in inverse order by seniority in the class in which layoff occurs. The employee with least seniority shall be laid off first.
- 15.3.1 An employee whose position is being eliminated shall be reassigned to an available vacant position in the same class and that most nearly approximates his/her currently assigned hours and months of work.
- 15.3.2 Refusal to accept a reassignment which would provide assigned time equal to or greater than the current assignment shall be considered a resignation.
- 15.4 **45 CALENDAR-DAY NOTICE OF LAYOFF:** Employees to be laid off shall be given at least 45 calendar days written notice by certified letter with return receipt requested of such layoff. The notice of layoff shall specify the reason for layoff either a lack of work or lack of funds. CSEA shall be provided notice of layoff along with the impacted employee. Upon request, CSEA will be provided the facts determined by management to require the layoff for lack of work or lack of funds. Notwithstanding this provision, employees may be laid off with less than 45 calendar-days notice if the layoff results from causes not foreseeable by the District.
- 15.5 **COMPUTATION OF SENIORITY:** Length of service (seniority as prescribed herein) shall be the only criterion used to effect layoffs. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, equal classes in a related series, plus higher classes (as determined by the Personnel Commission), shall be laid off first. Reemployment shall be in the reverse order of layoff. "Length of Service" shall be defined to include the hire date of that employee as a regular probationary or permanent employee in the class, equal classes in a related series, plus any service in higher classes, with deductions for any unpaid time as defined in Section 15.5.2. This length of service computation shall be known as the Adjusted Class Hire Date.
- 15.5.1 **Service Credit for Some Unpaid Leaves:** The Personnel Commission shall grant length of service credit for time spent on unpaid leaves in the following areas: Military Leave, Illness Leave, Maternity Leave, and Industrial Accident/Illness Leave.
- 15.5.2 **No Service Credit for Unpaid Leaves Over 21 Days:** Except as noted in Section 15.5.1 above, all unpaid leaves of more than 21 consecutive working days shall not count towards earning "length of service" seniority credit. Employees taking leaves over 21 consecutive working days shall have their classification hire date adjusted on a day-for-day basis for the duration of the unpaid leave.
- 15.5.3 **Tie-Breakers for Employees with Equal Seniority:** If two or more employees subject to layoff have equal Adjusted Class Hire Date seniority as defined above, then the preference shall be given to the employee with the earliest Class Hire Date seniority. Class Hire Date seniority shall be defined to mean the date than an employee was hired in that class, regardless of time spent on unpaid leave or other adjustments. If Class Hire Date seniority is equal, then the preference shall be given to the employee with the earliest Regular Hire Date seniority. Regular Hire Date seniority shall be defined to mean the date than an employee was hired as a probationary classified employee in the District. If Regular Hire Date seniority is equal, the preference shall be given to the employee with the earliest District Hire Date seniority. District Hire Date seniority shall be defined to mean the date than an employee was hired into the District, regardless of whether or not hired as a regular or temporary employee. If District Hire Date seniority is equal, the decision shall be made by random selection. Random selection shall consist of a drawing of names. Representatives of impacted bargaining units and the District shall be present at the drawing.

- 15.5.4 **No Seniority Earned While on Reemployment Lists:** Laid-off employees do not accumulate seniority while on reemployment lists.
- 15.5.5 **Maintenance of Seniority Lists:** The District shall maintain data on employee seniority within classification.
- 15.5.6 **Seniority After Reclassification:** When reclassification results either in the merger of two or more classes or the separation of a class into two or more classes, the seniority of employees who are reclassified with their positions, and whose former class or classes have been abolished or separated, shall be computed from the date of earliest entrance into regular service in such classes.
- 15.6 **BUMPING RIGHTS:** Employees shall have the following bumping rights in the event of a layoff:
- 15.6.1 **Bumping within Class:** An employee whose position is eliminated may displace the employee within his/her class who has the least seniority, regardless of differences in assigned shift hours (i.e., 7:30 a.m. to 4:00 p.m. or 2:00 p.m. to 11:00 p.m.), location, or source of funding.
- 15.6.2 **Bumping into Another Class:** An employee having least seniority in his/her class who is to be laid off (except as defined in 15.2), and who has seniority in an equal or lower class greater than that of an incumbent, shall have the right to displace the incumbent with the least seniority in that class. A lower class is defined as one that is currently placed at a lower range on the salary schedule.
- 15.6.3 **Rights of Employee Displaced by Bumping:** An employee who has been displaced shall have the same bumping rights as if his/her position had been abolished.
- 15.6.4 **Waiver of Bumping Rights:** If an employee waives bumping rights, he/she will be placed on the appropriate reemployment list. Such employees shall not be subject to the provisions of Section 15.8.3 of this Article.
- 15.6.5 **No Bumping if Vacant Position:** No employee can be bumped from a position if there is a vacant position in that class.
- 15.6.6 **Retirement in Lieu of Layoff:** Eligible employees who elect service retirement in lieu of layoff shall be placed on the appropriate reemployment list.
- 15.7 **VOLUNTARY DEMOTION:** A permanent employee who is to be laid off may elect demotion to a lower class or transfer to an equal class in which he/she has not served if there is a vacant position and if he/she is qualified to perform the duties of the class.
- 15.7.1 An employee who demotes or transfers to a class in which he/she has not previously served shall serve six-month probation in the new class. If the employee does not successfully complete the probationary period, he/she may be terminated. The employee's name shall remain on the reemployment list for his/her former class.
- 15.8 **REEMPLOYMENT:** The names of employees who are laid off, accepting transfer, voluntary demotion, or voluntary reduction in assigned time in lieu of layoff shall be placed on the reemployment list for the class from which they were laid off. Names on the reemployment list shall be in order of seniority.
- 15.8.1 **Offers of Reemployment in Seniority Order:** The reemployment list for a class shall be used before any other means of filling vacancies for that class with the exception of the exercise of bumping rights or the transfer of employees within the same class. Offers of reemployment shall be made first to the employee with the greatest seniority.
- 15.8.2 **Reemployment Rights for 39 Months:** Persons whose names are placed on a reemployment list shall retain eligibility for reemployment for a period of 39 months from the

date of layoff or demotion.

15.8.3 **Additional 24 Months for Voluntary Demotions/Reductions:** Employees who take voluntary demotions, reductions in assigned time in lieu of complete separation from the District, or who remain in positions rather than be reclassified, shall retain eligibility for reemployment for an additional 24 months.

15.9 **RIGHTS/RESPONSIBILITIES OF PERSONS ON REEMPLOYMENT LISTS:** Persons who are on a reemployment list shall have the following rights and responsibilities:

15.9.1 **Competing in Promotional Exams:** Persons on reemployment lists shall be eligible to compete in promotional examinations for which they qualify and shall retain their places on eligibility lists.

15.9.2 **Offers of Reemployment Refused:** A person who refuses an offer of reemployment to the class from which laid off shall lose the privilege of the District initiating reemployment offers. The District will bypass that person on the reemployment list, except as noted below. It shall be the responsibility of the person who refused reemployment to contact the Office of Personnel Services in writing about his/her availability for further employment opportunities for the remainder of the reemployment eligibility period. Refusal or failure to accept certified mail regarding notification of an opening shall be considered a refusal of an offer of employment.

15.9.3 **Notification of Change in Address/Phone:** Persons on reemployment lists must inform the Office of Personnel Services in writing of any change of address or telephone number.

15.9.4 **Retention of Rights if Reinstated to Lower Position:** A laid-off employee who accepts either reinstatement to a lower class or a provisional appointment shall retain his/her reemployment rights.

15.9.5 **Disability While on List:** The inability of a person on a reemployment list to accept a job offer because of a verified disability shall neither constitute reason for forfeiture of reemployment rights nor extend the length of the reemployment period.

15.10 **NOTIFICATION OF REEMPLOYMENT:** An employee who is laid off and is subsequently eligible for reemployment shall be notified by the District of an opening. Such notice shall be directed to the last address given the District by the employee.

15.10.1 The laid-off employee shall notify the District within two days of his/her intent to accept or refuse the offer of reemployment.

15.11 This article represents the complete expression of the parties' agreement on layoff, hours reduction and their effects.

ARTICLE 16 - TRANSPORTATION PROVISIONS

16.1 **DEFINITIONS:** The following definitions refer only to Article 16.

16.1.1 **Work Time:** The following definitions apply to work time.

16.1.1.1 Daily basic time is seven (7) hours per day.

16.1.1.2 Extra time is the time worked between the seventh and eighth hour and work performed on holidays, during recess periods, and during the summer.

16.1.1.3 Overtime is any time worked in excess of eight (8) hours per day or forty (40) hours per week.

16.1.2 **Bus Route:** A combination of bus runs with specific directions regularly assigned to a single bus.

- 16.1.3 **Bus Run:** A single trip taken from the Transportation Yard for the purpose of transporting students to and from school at a specified time.
- 16.1.4 **Daily Basic Time:** The total time it takes to complete the runs assigned to a bus. This includes the time it takes to drive to and from school, waiting or layover time, assigned campus time, fifteen (15) minutes (twenty (20) minutes for buses with air brakes) for checking out the bus, fifteen (15) minutes for cleaning the bus, and ten (10) minutes per run for walking to and from the bus at the Transportation Yard for each check-in and check-out.
- 16.1.5 **Bus Driver:**
- 16.1.5.1 **Pool Bus Driver:** A driver who has no assigned bus and who is eligible to bid on available buses.
- 16.1.5.2 **Regular Bus Driver:** A driver who has been assigned a bus, and who is eligible to bid on available buses.
- 16.1.5.3 **Trip Driver:** A bus driver who signs on at designated times during the school year to work field trips, sports trips, and extra work available before, during, and after his/her basic time.
- 16.1.6 **Stand-By Time:** Time a driver is required to spend during a field trip waiting for completion of the event that necessitated the trip.
- 16.1.7 **Campus Time:** Non-bus driving duties as assigned by the District. Examples of these duties are refueling buses, campus supervision, clerical assignments, etc., to bring basic time up to seven hours.
- 16.2 **BUS BIDDING:** A regular bus driver will continue to drive the same vehicle from year to year unless reassigned for the good of the service and/or in the interest of safety, provided that such action shall not be taken for punitive or preferential reasons.
- 16.2.1 **New or Unassigned Buses:** A bus driver may bid on any new and/or unassigned bus by signing the appropriate bid sheet. Bidding shall consist of bus drivers signing the bid sheet in ink. If a driver decides to remove his/her bid from the sheet, it shall be done before bidding ends, by crossing out his/her name with one line and initialing the change in ink.
- 16.2.1.1 The bid sheet for buses, inclusive of the assigned route, that become available during the year will be posted on the first Monday in October, February, and May and shall remain posted for three (3) working days per sequence. Buses shall be assigned within that day in which bidding ends. In the event no route is assigned to a bus, a driver on a similar size bus is eligible to bid on the said bus following the procedures contained herein. No bus up for bid may be test driven after bidding has concluded, to determine if a driver accepts that assignment. If no bus driver bids on an available bus, it shall be assigned to the most senior pool bus driver.
- 16.2.1.2 If all drivers who have bid are qualified, the bus shall be assigned to the most senior driver remaining on the list.
- 16.2.1.3 A driver who has won the bid for a bus will not be eligible to bid again until the next school year.
- 16.2.2 **Replacement Buses:** Buses acquired for the purpose of replacing existing buses shall be exchanged for the buses to be replaced. The bidding process shall not apply.
- 16.2.2.1 Buses taken out of service as determined by the District through this process will be evaluated by the transportation garage. Based on the mechanical evaluation, the buses may be offered to the drivers, in order of seniority.
- 16.2.2.2 When replacement buses are designated to replace buses not currently assigned

to regular drivers, the department will offer the drivers of buses of the same size, in order of seniority, the ability to accept a replacement bus. This will not constitute a bid.

- 16.3 **BUS ROUTE ASSIGNMENT:** Prior to the start of each school year, bus routes will be assigned to each bus.
- 16.3.1 **Individual Runs May be Reassigned:** Individual bus runs may be reassigned at the supervisor's discretion in order to equalize daily basic time.
- 16.3.2 **Non-Bus Driving Duties:** Bus drivers will perform additional non-bus driving duties as assigned by the District as campus time.
- 16.4 **ASSIGNMENT OF OVERTIME:** Overtime will be assigned based on the qualifications of the drivers and the equipment available in order of seniority.
- 16.4.1 **Equalize Overtime:** Every effort will be made to equalize overtime hours according to seniority on a rotational basis.
- 16.4.2 **Availability:** All drivers are expected to make themselves available for overtime work.
- 16.4.3 **Notice of Overtime Assignment:** Overtime work shall be assigned as soon as practicable; when possible at least 72 hours notice will be given. If a driver comes up in rotation for an overtime assignment for a trip requiring a bus capacity for which they are not qualified, they will be passed over and charged for the overtime hours required for the trip.
- 16.4.4 **Declining Overtime:** Drivers who are given at least 24 hours notice of overtime work and who decline such work or are not available for such work, shall have those hours added to their overtime hours worked. Drivers who decline overtime work are required to complete and sign the "Time Driver is Not Available" form.
- 16.4.5 **Posting of Overtime:** All overtime hours for drivers will be posted at the end of each two-month period during the school year.
- 16.5 **PAYMENT FOR OVERTIME:** Bus drivers will be compensated for all overtime work including stand-by time at the appropriate rate.
- 16.5.1 **Notification of Trip Cancellation:** Bus drivers shall be notified of any trip cancellation at least one hour prior to the time they are required to report for work. If a trip is canceled at the site, drivers will be paid for three hours of work at the overtime rate.
- 16.6 **EXTRA WORK:** All extra work performed during the spring and winter recess periods, holidays, and Saturdays adjacent to holidays shall be posted for sign-up by bus drivers and assigned to trip drivers first by order of seniority on a rotation basis. In the event that not enough trip drivers sign up for the extra work, bus drivers may be assigned the extra work on the same basis. This time will not be used to calculate adjusted work time.
- 16.7 **SAFETY:** The District may allow a bus driver involved in a chargeable accident to voluntarily participate in unpaid behind-the-wheel training, in lieu of disciplinary action (suspension, demotion, dismissal). The determination of whether the accident is chargeable will be made by an outside agency, when applicable. In the event an accident does not involve an outside agency, the District will determine fault. The driver shall be notified of the proposed disciplinary action prior to voluntarily accepting the unpaid training. This time may be applied to the driver's required T-01 hours.

ARTICLE 17 - SUBSTANCE ABUSE SCREENING/PRE-PROMOTIONAL PHYSICAL

- 17.1 A permanent classified employee shall not be drug screened without cause.
- 17.2 **Pre-Promotional Physical:** A permanent classified employee shall not be given a substance abuse

BARGAINING UNIT INCLUSIONS AND EXCLUSIONS**BARGAINING UNIT**

Accounting Technician I & II
 Assistant Buyer
 Assistant Network Technician
 Assistant Programmer
 Associate Personnel Analyst
 Athletic Equipment Attendant
 Auditorium Attendant
 Automotive Parts Clerk
 Automotive Trimmer
 Benefits Specialist
 Breakfast Worker
 Building Maintenance Worker
 Bus & Truck Mechanic
 Bus Driver
 Buyer
 Cabinetmaker
 Campus Safety Assistant
 Carpenter I & II
 Carpet Layer
 Central Office Clerk I & II
 Claims Adjuster I & II
 Claims Assistant
 Clerical Specialist I, II, & III
 Comm. Outreach Spec. I & II
 Cook-Baker
 Cook-Baker Trainee
 Credentials Technician
 Custodian
 Delivery Truck Driver
 District Receptionist/Operator
 Electric Motor Mechanic
 Electrician
 Electronic & Technology Support Technician
 Elementary School Secretary
 Evaluation Specialist
 Food Service Worker I & II
 Furniture Repairer
 General Maintenance Worker
 Glazier
 Grounds Equipment Mechanic
 Grounds Equip Operator I & II
 Groundskeeper-Gardener
 H.V.A.C. Technician I & II
 Head Custodian I
 Health Assistant
 Help Desk Support Technician
 Instructional Aide
 Instructional Aide I & II - Sp. Ed.
 Instruct. Aide - Cont. & Altern. Ed.
 Intensive Behavioral Instr. Asst.
 Intermediate School Secretary
 Job Placement Specialist
 Kitchen Equipment Mechanic
 Laundry Worker
 Lead Computer Operations Tech.
 Lead Credentials Technician
 Lead Custodian
 Lead Food Service Worker
 Lead Groundskeeper-Gardener
 Ld Intensive Behavioral Inst Asst
 Lead Print Shop Technician

Lead Stage Technician
 Lead Technology Assistant
 Lead Translator-Interpreter
 Lead Warehouse Worker
 Library Media Technician I
 Library/Student Services Clerk
 Locksmith
 Machinist
 Mechanical Maintenance Worker
 Mechanic's Helper
 Network Analyst
 Network Technician
 Nursery Aide
 Painter
 Painter Helper
 Pest Control Technician
 Plumber I & II
 Pool Maintenance Worker
 Print Shop Technician
 Production Control Specialist
 Programmer Analyst
 Purchasing Clerk
 School Accounting Technician
 School Bus Delegated Trainer
 School Bus Driver Instructor
 School Community Liaison Wkr.
 School Office Clerk I & II
 School Testing Assistant
 School Testing Specialist
 Secretary I, II, & III
 Senior Computer Operator
 Senior Custodian
 Senior Programmer Analyst
 Senior School Secretary
 Small Appliance Technician
 Special Education Assistant
 Speech & Language Pathology Asst.
 Sprinkler Repair Technician I & II
 Stock Clerk I & II
 Summer School Secretary
 Technology Assistant
 Testing Clerk
 Tile Setter
 Tool Clerk I & II
 Translator-Interpreter
 Tree Trimmer
 Visually Impaired Specialist
 Vocational Specialist
 Web Developer
 Welder

SUPERVISORY EXCLUSIONS

Accounting Supervisor
 Building Supervisor
 Bus & Truck Shop Supervisor
 Construction Maint. Supervisor
 Custodial Field Supervisor
 Custodial Operations Supervisor
 Equipment Repair Supervisor
 Food Service Manager
 Food Service Operations Manager
 Grounds Maintenance Supervisor

Lead Bus & Truck Mechanic
 Maintenance & Operations Coordinator
 Mechanical Repair Supervisor
 Network & Tech. Systems Supervisor
 Nutrition Coordinator
 Painting Supervisor
 Payroll Supervisor
 Personnel Operations Supervisor
 Plant Supervisor I & II
 Print Shop Supervisor
 Purchasing Supervisor
 Records Supervisor
 School Bus Driver Instructor Supervisor
 Sprinkler Repair Supervisor
 Structural Repair Supervisor
 Systems & Programming Supervisor
 Theatrical Services Supervisor
 Transportation Dispatcher
 Transportation Operations Supervisor
 Warehouse Supervisor

MANAGEMENT EXCLUSIONS

Asst. Director of Business Services
 Asst. Director of Facilities
 Assistant Director of Food Services
 Asst. Director, Maint. & Operations
 Asst. Director, Network Systems
 Asst. Director, Systems & Applications
 Assistant Director of Transportation
 Assistant Personnel Director
 Asst. Superintendent, Business Svcs.
 Director of Business Services
 Director of Facilities
 Director of Food Services
 Director of Information Systems
 Director, Maint., Operations & Transp.
 Executive Director, Business Services
 Fiscal Services Manager
 Information Systems Manager
 Manager of Facilities
 Manager, Maint., & Operations
 Personnel Director
 Public Information Officer

CONFIDENTIAL EXCLUSIONS

Accountant
 Accounting Supervisor (Budget)
 Administrative Secretary
 Fiscal Services Coordinator
 Personnel Analyst
 Personnel Secretary
 Position Control Technician
 Secretary to the Superintendent

EXEMPTED UNDER ED. CODE 45256

ASB Worker
 Tutor
 Noon Duty Supervisor
 Student Worker
 Student Worker – College
 Student Worker – Trainee
 Substitute Classifications

CLASSIFIED VACATION SCHEDULE

YEARS OF SERVICE	12-Month Employee	11-Month Employee	10.5-Month Employee	10-Month Employee	School Session Employee
LESS THAN 4	12.0	11.0	10.5	10.0	9.0
MORE THAN 4, LESS THAN 8	15.0	13.5	13.0	12.5	11.5
MORE THAN 8, LESS THAN 9	16.0	14.5	14.0	13.0	12.0
MORE THAN 9, LESS THAN 10	17.0	15.5	15.0	14.0	13.0
MORE THAN 10, LESS THAN 11	18.0	16.5	15.5	15.0	13.5
MORE THAN 11, LESS THAN 12	19.0	17.5	16.5	15.5	14.5
MORE THAN 12, LESS THAN 14	20.0	18.5	17.5	16.0	15.0
MORE THAN 14	22.0	20.0	19.0	18.0	16.5

**GARDEN GROVE UNIFIED SCHOOL DISTRICT
Office of Personnel Services
CALENDAR FOR CLASSIFIED PERSONNEL 2015-16**

HOLIDAYS	REGULAR	TUESDAY through SATURDAY
Independence Day	Fri, 07/03/15	Sat, 07/04/15
Labor Day	Mon, 09/07/15	Sat, 09/05/15
Veterans' Day	Wed, 11/11/15	Wed, 11/11/15
Local Holiday (in lieu of Admission Day)	Wed, 11/25/15	Wed, 11/25/15
Thanksgiving Day	Thurs, 11/26/15	Thurs, 11/26/15
Day After Thanksgiving	Fri, 11/27/15	Fri, 11/27/15*
Local Holiday	Thurs, 12/24/15	Thurs, 12/24/15
Christmas Day	Fri, 12/25/15	Fri, 12/25/15*
New Year's Day	Fri, 01/01/16	Fri, 01/01/16*
Dr. Martin Luther King, Jr. Day	Mon, 01/18/16	Sat, 01/16/16
Lincoln Day	Fri, 02/12/16	Fri, 02/12/16
Presidents' Day	Mon, 02/15/16	Sat, 02/13/15
Local Holiday (in lieu of Good Friday)	Fri, 04/15/16	Fri, 04/15/16*
Memorial Day	Mon, 05/30/16	Sat, 05/28/16

*Employees work at the regular rate of pay on the previous Monday, in lieu of working on Saturday.

OTHER DATES

First Day of School – Students.....	Tuesday, September 8, 2015
Non-Student Day (Regular Workday for All Classified Employees).....	Monday, November 30, 2015
Non-Student Day (Regular Workday for All Classified Employees).....	Friday, February 5, 2016
Last Day of School – Students.....	Wednesday, June 22, 2016
Thanksgiving Break	November 23, 2015 through November 27, 2015
Winter Recess.....	December 21, 2015 through January 1, 2016
Spring Recess.....	April 11, 2016 through April 15, 2016

SCHOOL SESSION EMPLOYEES	RETURN DATES	END DATES
High School ROP, LEC Clerks	August 27, 2015	June 23, 2016
Food Services Manager	September 2, 2015	June 23, 2016
Bus Driver Cook/Baker	September 3, 2015	June 22, 2016
Other Food Service	September 4, 2015	June 22, 2016
Instructional Aides Community Outreach Spec. I CSA Custodian (part-time) IBI Job Placement Specialist Nursery Aide School Community Liaison Worker SLPA Special Education Assistant Technology Assistant Vocational Specialist	September 8, 2015	June 22, 2016
Health Assist., Library Media Technician I, LEC School Office Clerk II School Office Clerk I (Except Elementary and Intermediate)	September 8, 2015	June 23, 2016
Instructional Aide – Continuing & Alternative Education	September 14, 2015	June 16, 2016

10 MONTH EMPLOYEES

Educational Services (annex)	August 20, 2015	June 23, 2016
Elementary/Intermediate School Clerk I & II, High School bookstore Clerk I, High School Clerk II (except attendance) & High School Secretary I	August 27, 2015	June 29, 2016
High School Attendance	August 21, 2015	June 27, 2016
All Others	August 28, 2015	June 30, 2016

10.5 MONTH EMPLOYEES

All 10.5 Month Employees	August 13, 2015	June 30, 2016
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11 MONTH EMPLOYEES

All 11 Month Employees (start depends on worksite needs)	July 1 or July 30, 2015	June 30, 2016
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**GARDEN GROVE UNIFIED SCHOOL DISTRICT
Office of Personnel Services
CALENDAR FOR CLASSIFIED PERSONNEL 2016-17**

HOLIDAYS	REGULAR	TUESDAY through SATURDAY
Independence Day	Mon, 07/04/16	Sat, 07/02/16
Labor Day	Mon, 09/05/16	Sat, 09/03/16
Veterans' Day	Fri, 11/11/16	Fri, 11/11/16*
Local Holiday (in lieu of Admission Day)	Wed, 11/23/16	Wed, 11/23/16
Thanksgiving Day	Thurs, 11/24/16	Thurs, 11/24/16
Day after Thanksgiving	Fri, 11/25/16	Fri, 11/25/16*
Local Holiday	Fri, 12/23/16	Fri, 12/23/16
Christmas Day (observed)	Mon, 12/26/16	Sat, 12/24/16
New Year's Day	Mon, 01/02/17	Sat, 12/31/16
Dr. Martin Luther King, Jr. Day	Mon, 01/16/17	Sat, 01/14/17
Lincoln Day	Mon, 02/13/17	Sat, 02/11/17
Presidents' Day	Mon, 02/20/17	Sat, 02/18/17
Good Friday	Fri, 04/14/17	Fri, 04/14/17*
Memorial Day	Mon, 05/29/17	Sat, 05/27/17

*Employees work at the regular rate of pay on the previous Monday, in lieu of working on Saturday.

OTHER DATES

First Day of School – Students	September 1, 2016
Thanksgiving Break**	November 21 through 25, 2016
**November 21 and 22 are unpaid days for all school session, 10, 10.5, and 11 month employees.	
Non-Student Day (Regular Workday for All Classified Employees).....	November 28, 2016
Winter Recess.....	December 19, 2016, through January 2, 2017
Non-Student Day (Regular Workday for All Classified Employees).....	February 3, 2017
Spring Recess.....	April 10 through 14, 2017
Last Day of School – Students	June 20, 2017

SCHOOL SESSION EMPLOYEES	RETURN DATES	END DATES
High School ROP LEC Clerks	August 23, 2016	June 21, 2017
Food Services Manager	August 29, 2016	June 21, 2017
Bus Driver Cook/Baker	August 30, 2016	June 20, 2017
Other Food Service	August 31, 2016	June 20, 2017
Campus Safety Assistant Community Outreach Specialist I Custodian (part-time) Instructional Aide Intensive Behavior Instruction Assistant Job Placement Specialist Nursery Aide School Community Liaison Worker Special Education Assistant Speech & Language Pathology Assistant Technology Assistant Vocational Specialist	September 1, 2016	June 20, 2017
Health Assistant Library Media Technician I LEC School Office Clerk II School Office Clerk I (Except Elementary and Intermediate)	September 1, 2016	June 21, 2017
Instructional Aide – Continuing & Alternative Education	September 12, 2016	June 16, 2017

10 MONTH EMPLOYEES

Educational Services (Annex) Elementary/Intermediate School Clerk I and II High School Bookstore Clerk I High School Clerk II (Except Attendance) High School Secretary I	August 22, 2016	June 26, 2017
High School Attendance	August 18, 2016	June 26, 2017
All Others	August 26, 2016	June 30, 2017

10.5 MONTH EMPLOYEES

All 10.5 Month Employees	August 11, 2016	June 30, 2017
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11 MONTH EMPLOYEES

All 11 Month Employees (Start date depends on worksite needs.)	July 1 or Aug. 1, 2016	June 30, 2017
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GARDEN GROVE UNIFIED SCHOOL DISTRICT
 SALARY SCHEDULE FOR BARGAINING UNIT CLASSIFIED EMPLOYEES
 2015-16

EFFECTIVE JULY 1, 2015

Hourly Rate = Monthly Rate/173.33

Salary Schedule Reflects An Increase Of

6.5% from 07/01/14 Schedule

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5					
10	2625	15.14	2758	15.91	2898	16.72	3044	17.56	3199	18.46
11	2691	15.53	2827	16.31	2970	17.13	3121	18.01	3279	18.92
12	2758	15.91	2898	16.72	3044	17.56	3199	18.46	3361	19.39
13	2827	16.31	2970	17.13	3121	18.01	3279	18.92	3445	19.88
14	2898	16.72	3044	17.56	3199	18.46	3361	19.39	3531	20.37
15	2970	17.13	3121	18.01	3279	18.92	3445	19.88	3619	20.88
16	3044	17.56	3199	18.46	3361	19.39	3531	20.37	3709	21.40
17	3121	18.01	3279	18.92	3445	19.88	3619	20.88	3802	21.94
18	3199	18.46	3361	19.39	3531	20.37	3709	21.40	3897	22.48
19	3279	18.92	3445	19.88	3619	20.88	3802	21.94	3995	23.05
20	3361	19.39	3531	20.37	3709	21.40	3897	22.48	4094	23.62
21	3445	19.88	3619	20.88	3802	21.94	3995	23.05	4197	24.21
22	3531	20.37	3709	21.40	3897	22.48	4094	23.62	4302	24.82
23	3619	20.88	3802	21.94	3995	23.05	4197	24.21	4409	25.44
24	3709	21.40	3897	22.48	4094	23.62	4302	24.82	4520	26.08
25	3802	21.94	3995	23.05	4197	24.21	4409	25.44	4633	26.73
26	3897	22.48	4094	23.62	4302	24.82	4520	26.08	4748	27.39
27	3995	23.05	4197	24.21	4409	25.44	4633	26.73	4867	28.08
28	4094	23.62	4302	24.82	4520	26.08	4748	27.39	4989	28.78
29	4197	24.21	4409	25.44	4633	26.73	4867	28.08	5113	29.50
30	4302	24.82	4520	26.08	4748	27.39	4989	28.78	5241	30.24
31	4409	25.44	4633	26.73	4867	28.08	5113	29.50	5372	30.99
32	4520	26.08	4748	27.39	4989	28.78	5241	30.24	5507	31.77

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5					
33	4633	26.73	4867	28.08	5113	29.50	5372	30.99	5644	32.56
34	4748	27.39	4989	28.78	5241	30.24	5507	31.77	5785	33.38
35	4867	28.08	5113	29.50	5372	30.99	5644	32.56	5930	34.21
36	4989	28.78	5241	30.24	5507	31.77	5785	33.38	6078	35.07
37	5113	29.50	5372	30.99	5644	32.56	5930	34.21	6230	35.94
38	5241	30.24	5507	31.77	5785	33.38	6078	35.07	6386	36.84
39	5372	30.99	5644	32.56	5930	34.21	6230	35.94	6546	37.77
40	5507	31.77	5785	33.38	6078	35.07	6386	36.84	6709	38.71
41	5644	32.56	5930	34.21	6230	35.94	6546	37.77	6877	39.68
42	5785	33.38	6078	35.07	6386	36.84	6709	38.71	7049	40.67
43	5930	34.21	6230	35.94	6546	37.77	6877	39.68	7225	41.68
44	6078	35.07	6386	36.84	6709	38.71	7049	40.67	7406	42.73
45	6230	35.94	6546	37.77	6877	39.68	7225	41.68	7591	43.80
46	6386	36.84	6709	38.71	7049	40.67	7406	42.73	7781	44.89
47	6546	37.77	6877	39.68	7225	41.68	7591	43.80	7975	46.01
48	6709	38.71	7049	40.67	7406	42.73	7781	44.89	8175	47.16
49	6877	39.68	7225	41.68	7591	43.80	7975	46.01	8379	48.34
50	7049	40.67	7406	42.73	7781	44.89	8175	47.16	8588	49.55
51	7225	41.68	7591	43.80	7975	46.01	8379	48.34	8803	50.79
52	7406	42.73	7781	44.89	8175	47.16	8588	49.55	9023	52.06
53	7591	43.80	7975	46.01	8379	48.34	8803	50.79	9249	53.36
54	7781	44.89	8175	47.16	8588	49.55	9023	52.06	9480	54.69
55	7975	46.01	8379	48.34	8803	50.79	9249	53.36	9717	56.06

GARDEN GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PROFESSIONAL GROWTH PROGRAM

APPLICATION FOR COURSE WORK APPROVAL

TO BE COMPLETED BY EMPLOYEE

NAME: _____ EMPLOYEE #: _____

LOCATION: _____ POSITION: _____ DATE OF HIRE: _____

I hereby request that credit be granted for the following education/training. Verification of satisfactory completion will be submitted at the conclusion of this training.

COURSE NUMBER	TITLE OR DESCRIPTION OF COURSE OR TRAINING	COLLEGE/SCHOOL/ORGANIZATION OFFERING TRAINING	DATE OF COURSE/TRAINING		UNITS/HOURS
			FROM:	TO:	
			FROM:	TO:	
			FROM:	TO:	
			FROM:	TO:	
			FROM:	TO:	

Explanation of content of course/training: _____

Employee's Signature: _____ Date: _____

*Employees become eligible to receive Professional Growth increments on the first of September or the first of March following submission of verification of an accumulation of (15) qualified Professional Growth points. At least 12 of the 15 points must be job related. A minimum of two years must elapse before an additional increment can be earned. **Submit requests no later than August 1 or February 1.***

TO BE COMPLETED BY DEPARTMENT HEAD

I have conferred with the employee and **DO / DO NOT** (circle one) recommend approval for job related (i.e. increasing employee's general &/or specific value to the district) credit.

Department Head's Signature: _____ Date: _____

PERSONNEL OFFICE USE ONLY

Verification of Completion Received _____ Required _____

Job Related Credit Approved _____ Disapproved _____

Personal Growth Credit Approved _____ Disapproved _____

Reason for Disapproval: _____

Classified employees have a right to appeal this decision to the Professional Growth Committee by submitting a letter to the Office of Personnel Services.

Personnel Director's Signature: _____ Date: _____

Comments: _____

RETURN BOTH WHITE AND YELLOW COPIES TO THE OFFICE OF PERSONNEL SERVICES.

GARDEN GROVE UNIFIED SCHOOL DISTRICT
 CLASSIFIED PROFESSIONAL GROWTH PROGRAM

APPLICATION FOR COLLEGE DEGREE PROGRAM APPROVAL

TO BE COMPLETED BY EMPLOYEE

NAME: _____ EMPLOYEE I.D. #: _____

LOCATION: _____ POSITION: _____ DATE OF HIRE: _____

I hereby request that credit be granted for the following education/training. Verification of satisfactory completion will be submitted at the conclusion of this training.

DEGREE	TITLE OF DEGREE PROGRAM	COLLEGE/SCHOOL OFFERING TRAINING	DATE PROGRAM BEGINS	EXPECTED COMPLETION DATE
AA				
BA				
BS				

Explanation of content of degree program (Attach program outline): _____

Professional Goal: _____

Explain how this degree program is job related: _____

Evidence of reasonable progress toward degree will be required. Verification for each individual course is required.

Employee's Signature: _____ Date: _____

*Employees become eligible to receive Professional Growth increments on the first of September or the first of March following submission of verification of an accumulation of (15) qualified Professional Growth points. At least 12 of the 15 points must be job related. A minimum of two years must elapse before an additional increment can be earned. **Submit requests no later than August 1 or February 1.***

TO BE COMPLETED BY DEPARTMENT HEAD

I have conferred with the employee and **DO / DO NOT** (circle one) recommend approval for job related (i.e. increasing employee's general and/or specific value to the District) credit.

Department Head's Signature: _____ Date: _____

PERSONNEL OFFICE USE ONLY

Verification of Completion Received _____ Required _____

Job Related Credit Approved _____ Disapproved _____

Personal Growth Credit Approved _____ Disapproved _____

Comments: _____

Classified employees have a right to appeal this decision to the Professional Growth Committee by submitting a letter to the Office of Personnel Services.

Personnel Director's Signature: _____ Date: _____

Comments: _____

RETURN BOTH WHITE AND YELLOW COPIES TO THE OFFICE OF PERSONNEL SERVICES.

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Office of Personnel Services

CLASSIFIED
District Employee Development Stipend

PURPOSE

To provide compensation for attendance at district-approved employee development activities. Those activities beyond those sponsored by the district shall have a maximum of 40 hours annually.

GUIDELINES

1. Activities must occur outside the work day/work week/or work year.
2. Compensation will be at the hourly rate of the employee's current Range and Step including longevity.
3. Approved activities include:
 - a. district/school sponsored workshops
 - b. joint district and CSEA-sponsored workshops
 - c. Pre-approved Orange County Department of Education Workshops
 - d. Pre-approved workshops sponsored by educational professional organizations - i.e. National Council of Teachers of English (NCTE), California Math Council, Orange County Reading Association, California School Food Service Association, California Association of School Transportation Officials, DTAC, California Association of School Business Officials, Computer Using Educators.
 - e. Pre-approved job-related workshops offered by private organizations/corporations and consultants with GGUSD.

PROCEDURE FOR ATTENDANCE VERIFICATION AND COMPENSATION

1. For district and/or joint district/supervisors-sponsored workshops:
 - a. sign in at the workshop.
 - b. obtain a Classified Employee Development Hourly Payroll Time Report (Form #9703.61)
2. For any other approved conferences and workshops (see Guidelines #3c, d, and e above), complete a Classified Employee Development Approval Form with pre-approval by site administrator and Director of Classified Personnel.
3. The Classified Employee Development Hourly Payroll Time Report (Form #9703.61) with attached attendance verification must be received by Personnel Services by the 10th of each month for payment the following month. **Retain copies for your files.**
4. Requests should be submitted monthly.
5. **All requests must be received in the fiscal year that the workshop is given (July 1 - June 30).**

OTHER SUGGESTIONS

1. Keep a copy of all forms submitted for your personal records.
2. The district does not keep individual record of your attendance at workshops. **It is your responsibility to provide records for verifications, when necessary.**

Classified Employee Development Approval Form Non-GGUSD Sponsored Activities

Employees requesting to attend workshops provided by outside organizations for employee development stipend must receive pre-approval from their site administrator and the Director of Classified Personnel. In order to be compensated by the employee development stipend, the workshop must meet the requirements detailed on the reverse side of this form.

Directions: Employee fills out part I below and provides to site administrator one month prior to the employee development activity. (Employees may submit paperwork less than one month prior, but cannot be guaranteed that the approval process will be completed prior to the workshop/training.) Site administrator will forward to the Office of Personnel Services. Employee will receive a final copy back upon completion.

PART I: EMPLOYEE

Name:	Worksite:
Job Classification:	
Name of workshop:	Date(s)/start/end times of workshop:
Provider of Workshop:	Location:
Description of workshop (please provide flyer or other documentation):	
How I will implement workshop information in my work assignment and, if applicable, communicate workshop information at my worksite:	
<input type="checkbox"/> I understand that, if approved to attend this employee development opportunity, I agree to bring back information from the workshop and share it with my colleagues, supervisors and administrators.	
Employee Signature	Date

PART II: SITE ADMINISTRATOR & OFFICE OF PERSONNEL SERVICES

SITE ADMINISTRATOR:	
I have conferred with the above named employee and recommend (provide justification):	
<hr/> <hr/> <hr/>	
Administrator Signature	Date
<i>Administrator-submit to the Office of Personnel Services for final approval</i>	
DIRECTOR OF CLASSIFIED PERSONNEL:	
<input type="checkbox"/> Approved for employee development stipend	
<input type="checkbox"/> Not approved: _____	
<hr/>	
Director of Classified Personnel Signature	Date

Classified Employee Development Stipend Guidelines

(per CSEA/Supervisory contract – Article 11.16)

Employee Development Stipend	
Type of training	Employee development that is initiated at district-level, involves multiple schools and/or departments, or initiated by the employee.
Specifications	<ul style="list-style-type: none"> • Activities must occur outside the work day/year • Proof of attendance and verification of hours must be obtained at the event • The form on reverse must be submitted and approved prior to the event
Unallowable costs	Stipend pay cannot be given for any activity (such as a conference or convention) for which attendance cannot be verified.
Stipend pay	After attending the training, employee submits the Classified Employee Development Hourly Payroll Time Report to the Office of Personnel Services and attaches verification of attendance.

- **PRE-APPROVAL REQUIRED:** Employees requesting to be compensated by the employee development stipend for attending workshops provided by outside organizations, must receive **pre-approval** from their site administrator **and** the Department of Classified Personnel.

In order to be compensated by the employee development stipend the employee must complete the form on reverse and submit to the site administrator.

- **PRE-APPROVAL NOT REQUIRED:** Workshops offered by the school, district or jointly by district and CSEA/Supervisory Unit are **pre-approved** and do not require this form. For District and/or joint District/CSEA/Supervisory-sponsored workshops simply: (1) sign up for the workshop (if applicable); (2) sign in at the workshop, indicating you wish to be paid stipend.

GARDEN GROVE UNIFIED SCHOOL DISTRICT

CLASSIFIED EMPLOYEE DEVELOPMENT HOURLY PAYROLL TIME REPORT

16th of _____ thru 15th of _____, _____
month month year

Name _____

Social Security # _____ or Employee # _____

School or Department _____

Classification _____

Mgr. _____ Psu/Obj: _____

Name of Workshop(s)

DATE	HOURS WORKED	DATE	HOURS WORKED	DATE	HOURS WORKED
16		27		7	
17		28		8	
18		29		9	
19		30		10	
20		31		11	
21		1		12	
22		2		13	
23		3		14	
24		4		15	
25		5			
26		6			

Affidavit:

I hereby certify this time report is true and correct.

Employee Signature

Personnel Director

Submit to the Office of Personnel Services

GARDEN GROVE UNIFIED SCHOOL DISTRICT

CLASSIFIED CONTRACT GRIEVANCE FORM

(Add additional sheets wherever necessary)

Name of Grievant _____
Classification _____
School/Dept. _____
Date Formal Grievance is Filed _____

Date Grievance Occurred _____
Agreement Article No. _____
Section No. _____ Page No. _____
Date of Informal Conference _____

Description of Grievance:

Remedy Sought:

Signature of Grievant Date

LEVEL 1

Date Received by Immediate Supervisor _____

Response:

Signature of Immediate Supervisor Date

LEVEL 2

Position of Grievant:

Signature of Grievant Date

Date Received by Next Level Administrator _____

Response:

Signature of Administrator Date

LEVEL 3

Position of Grievant:

Signature of Grievant Date

Date Received by Director of Classified Personnel _____

Response:

Signature of Director Classified Personnel Date

LEVEL 4

Position of Grievant:

Signature of Grievant Date

Date Received by Superintendent _____

Response:

Signature of Superintendent Date

MEDIATION: A separate written request must be submitted to the Personnel Director requesting for this step in the grievance procedure.

ARBITRATION: A separate written request must be submitted to the Board of Education asking for this step in grievance procedure.

GARDEN GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED COMPENSATORY TIME OFF REPORT

Employee's Name _____

Classification or Job Title _____

Dept./School _____

Date of Overtime	Hours Worked*	Reason	Pre-approved By:	Comp Time to Be Used By**	Date Comp Time Used:	Hours Taken	Pre-approved By:	Employee Confirmation:

* Compensatory time shall taken at a rate equal to 1½ times (2 ½ times for work on holidays or the 7th consecutive day) the overtime worked.

** If compensatory time is not used within two working months of the date it is earned, the employee shall submit an overtime timecard to be paid for the hours worked.

I hereby certify this time report is true and correct.

 Employee's Signature

White Copy: Department Head
 Canary Copy: Employee
 Pink Copy: Employee

Form No. 9703.04

GARDEN GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED OVERTIME REPORT

16th _____, _____ through 15th _____, _____
month year month year

Name _____

Social Security No. _____

School or Department _____

Manager _____/Pseudo-Object _____

Date	Assignment	Location	No. of Overtime Hours

 Department Head

 Employee Signature

1. "Call back" time should be recorded at a minimum of three (3) hours.
2. Record only actual hours worked.
3. Show in the "Overtime Hours" column all hours actually worked in excess of eight (8) hours in one day or forty (40) hours worked in one week.

Form No. 9703.03 (Revised 5/98)