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California School Employees Association
Hueneme Chapter #273 2022-2025 Contract

An Agreement

Between The

Hueneme Elementary
School District

And The

California School Employees

Association and its

Chapter #273

2022 – 2025

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PREAMBLE

This Agreement is made and entered into this 8th day of May, by and between Hueneme Elementary School District, hereinafter referred to as the District, and the California School Employees Association and its Hueneme Chapter #273 or its successors, hereafter referred to as CSEA.

ARTICLE 1 **RECOGNITION**

1.1 ACKNOWLEDGMENT

Whereas, Section 3540, et seq. of the Government Code, Title 1, Division 4, Chapter 10.7 (Rodda Act), provides that the public-school employer may voluntarily recognize an employee organization as the exclusive representative of an appropriate unit of employees; and

Whereas, the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its HUENEME CHAPTER #273, has requested recognition pursuant to the provisions of the "Rodda Act" and has complied with the appropriate section of the rules and regulations of the Public Employment Relations Board; and

Whereas, the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its HUENEME CHAPTER #273, and HUENEME ELEMENTARY SCHOOL DISTRICT agree that the unit is appropriate and that neither party will seek a clarification nor amendment of the unit, either as to the specific exclusions or the enumerated inclusions, unless agreed upon by both parties.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the HUENEME ELEMENTARY SCHOOL DISTRICT recognizes the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its HUENEME CHAPTER #273 as the exclusive representative for the purposes of the Rodda Act (Government Code Sections 3540, et seq., Title 1, Division 4, Chapter 10.7) for the employees in the representation unit comprised of the positions listed in Appendix "A" attached hereto and hereby made a part hereof and excluding all other positions not designated, including but not limited to those positions listed in Appendix "B," attached hereto and hereby made a part hereof, and those filled by classified employees who are not members of the classified service which includes: substitute and short-term employees, full-time students employed part time in the school in which he/she is enrolled, apprentices, and professional experts employed on a temporary basis, for a specific project.

1.2 SCOPE OF REPRESENTATION

The Scope of Representation shall be as stated in Section 3543.2 of the Government Code, Title 1, Division 4, Chapter 10.7.

ARTICLE 2 ORGANIZATIONAL SECURITY

2.1 DUES CHECK OFF AND ORGANIZATIONAL SECURITY

Dues Check-Off: CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

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

2.2 DUES DEDUCTION

2.2.1 The District shall deduct in accordance with the CSEA dues schedule, attached hereto and marked Appendix C - Annual Per Capita Dues, dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement.

2.2.2 The District shall deduct the dues in accordance with the dues schedule, attached hereto and marked Appendix C - Annual Per Capita Dues, from the wages of all employees who, after the date of execution of this Agreement, become members of CSEA.

2.2.3 The District shall immediately notify the CSEA President and Labor Relations Representative if any member wishes to revoke a dues authorization.

2.3 HOLD HARMLESS CLAUSE

CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 3
EVALUATION PROCEDURES

- 3.1 The goal of the evaluation process is to assist the unit member to develop and maintain high standards. Evaluations are also used to recognize the strengths and achievements of unit members, and to assist unit members to identify areas that may need improvements.
- 3.2 Each unit member shall receive a formal written evaluation utilizing the form agreed upon by the parties (see Appendix D - Classified Employee Performance Evaluation).
- 3.3 Members of the unit assigned to schools are formally evaluated by the appropriate administrator. Teachers who work directly with the unit member may provide information to the evaluator regarding the performance of the unit member in their classroom. The evaluator will encourage teachers to share the information directly with the unit member. In the case of personnel who operate at more than one school, the evaluator at the location to which the member is assigned, and the teachers who work directly with the unit member may provide information to the appropriate administrator in the same manner as above. The unit member may request a meeting with the evaluator and the individual(s) providing information to the evaluator to discuss the information provided. Evaluation reports shall be prepared by the evaluator.
- 3.3.1 The evaluator, additionally, will meet with each unit member being evaluated before January of the evaluation year to discuss the evaluation form, explaining the evaluation process and purpose.
- 3.3.2 Members of the unit not assigned to schools shall be formally evaluated by their immediate supervisor. Evaluation reports shall be prepared by the supervisor/evaluator.
- 3.3.3 Members of the bargaining unit shall not evaluate other bargaining unit members.
- 3.4 Probationary Unit Members: Probationary unit members shall receive at least two (2) evaluations during the first six (6) months of employment. Such evaluations shall be received no later than the end of the 3rd month of employment (approximately 60 work days) and no later than the third week of the fifth month employment (approximately 120 work days). The probationary period shall be 130 work days of paid service from the date of hire in any specific position. The probationary period may be extended in three (3) month (60 work days) increments to a maximum probationary period of one (1) year by mutual agreement between the Association and the District.
- 3.5 Permanent Unit Members: Permanent unit members shall be evaluated every other school year (July 1 to June 30), except for any individual the District determines should be evaluated at least once each year because of prior unsatisfactory or marginal performance.

- 3.6 In order to allow the unit member to improve performance prior to receiving a negative evaluation, the unit member shall be counseled verbally by the evaluator, when it becomes apparent to him/her that the performance of the unit member could lead to a rating of "Not Meeting Standards" or "Improvement Needed." To document that a verbal counseling session occurred, the evaluator shall provide the unit member with a written summary of that meeting.
- 3.7 Evaluator shall meet with the unit member to review the content of the evaluation. Prior to placement in the personnel file, the written evaluation must bear the evaluator's signature and the signature of the unit member. Unit member's signature on the document does not mean the agreement of the unit member with the content of the evaluation. If the unit member refuses to sign the evaluation, the evaluator shall so note on the unit member's signature line. A unit member may prepare a written rebuttal to the evaluation and submit the rebuttal to the Personnel Office. The rebuttal shall be attached to the evaluation and placed in the personnel file.
- 3.7.1 Any documents or documentation not used in the evaluation of an employee will be discarded after two years from the date of occurrence.
- 3.8 A "Not Meeting Standards" or "Needs Improvement" evaluation shall include specific recommendations for improvements and provisions for assisting the unit member in implementing any recommendations made. Additionally, the evaluator shall complete the "Evaluation Improvement Plan" form attached to this Agreement as Appendix D-2, and both shall sign the document only indicating that it was discussed with the unit member and not indicating the unit member's agreement with the content of the document
- 3.8.1 The unit member who receives an "Evaluation Improvement Plan" shall be re-evaluated within 60-90 work days.
- 3.9 A unit member receiving an unsatisfactory evaluation may appeal, in writing, to the Superintendent or designee within twenty (20) working days of receipt of the evaluation. The written appeal should provide a factual basis for any unit member's objections to the content of the evaluation. Complaints concerning evaluation procedures should be addressed through the grievance procedure. Upon receipt of the appeal, the Superintendent or designee shall schedule a meeting with the unit member, the evaluator, and an Association representative. The Superintendent or designee shall provide the unit member with a written response to the evaluation appeal within ten (10) working days of the meeting. The Superintendent's or designee's response shall be final.

ARTICLE 4
EMPLOYEE RIGHTS

4.1 EMPLOYEE RIGHTS

- 4.1.1 The personnel file of each employee shall be maintained at the District's central administration office. The files maintained by any supervisor of any unit member may contain material on which the employee's evaluation will be based.

Following the written evaluation, or one year, material which was not used in the evaluation will be destroyed. No adverse action of any kind shall be taken against an employee based upon materials which are not a part of the personnel file.

- 4.1.2 Employees shall be provided with copies of any derogatory written material ten (10) work days before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours, and without loss of pay, to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material. Up to four (4) hours will be allowed to prepare a written response.

- 4.1.3 An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved. Upon notice from the unit member, the Personnel Office shall have the personnel file ready for unit member examination the following work day, except in exceptional circumstances.

- 4.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file, as well as the date such examinations were made. Such logs and the employee's personnel file shall be available for examination by the employee or his/her CSEA representative if authorized by the employee.

- 4.1.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

4.1.6 If information of a derogatory nature is subsequently proven to be invalid, such information shall be removed from the file upon request of the employee.

4.1.6.1 No information of an anonymous nature shall be placed in the personnel file of a unit member.

4.2 EMPLOYEE SAFETY CONDITIONS - EMPLOYMENT

4.2.1 Unit members may use such force as is reasonable under the circumstances to protect themselves or students from attack or harm.

4.2.2 The unit member and their immediate supervisor shall report to appropriate law enforcement authorities any incident in which a school employee is attacked, assaulted, or physically threatened during work hours, or related to employment with the District.

4.2.3 Any abuse of unit members, assault or battery upon unit members, or any threat of force or violence directed toward unit members at any time or place related to employment with the District, shall be reported by employees to their immediate supervisor. Employees shall notify the District of the incident and complete required reports as soon as is practical.

4.2.4 Unit members shall be provided coverage under the terms and conditions of Article 17.6 - Industrial Accident Leave and Article 17.5- Sick Leave for any injury or illness arising out of or in the course of their employment, subject to determination that the employee is a Qualified Injured Worker.

4.2.5 A unit member may submit written recommendations to their immediate supervisor regarding the maintenance of safe working conditions, facilities and equipment repair, and modifications and other practices designed to ensure compliance with applicable safety standards.

4.2.6 A unit member may report a student/disciplinary incident to the student's appropriate administrator. The administrator shall notify the reporting unit member of what action was taken to the extent allowed under student confidentiality rules.

4.2.7 In the event the District elects to implement technology (such as a text or email notification system) which would serve to communicate emergencies or safety concerns, the District shall meet to negotiate the incorporation of and effects on classified employees as is required under the Educational Employment Relations Act.

4.2.8 Miscellaneous Safety Issues

4.2.8.1 Back braces will be made available to unit members who are required to lift fifty (50) pounds or more on a daily basis.

- 4.2.8.2 The District agrees to follow OSHA requirements concerning training of unit members and notification to unit members who, by the nature of their assignments, work with or are exposed to hazardous chemicals and/or toxic materials.

ARTICLE 5 **DISCIPLINE**

5.1 DISCIPLINE

The term discipline includes any action whereby an employee is deprived of any classification in which he or she has permanence, including dismissal, suspension or demotion; with the exception that layoffs, reduction in assigned time in lieu of layoff, voluntary demotions and bumping will not be considered discipline.

Discipline specifically does not include adverse or negative evaluations.

No employee in the classified service shall be disciplined for his or her political or religious affiliations, or for race, color, gender, sexual orientation, national origin or ancestry, or marital status.

5.2 PROGRESSIVE DISCIPLINE

Procedures of Progressive Discipline are essential and shall be applied to the employee to assist the employee and thus give him/her the opportunity to improve and correct any negative behavior, unacceptable work habits or any violation of rules with the exception of particularly objectionable conduct, which might lead to immediate discipline. As a general concept, the District follows progressive disciplinary procedures, leading up to employee discipline. The progressive disciplinary steps consist of:

- Verbal Warning
- Conference Summary
- Letter of Warning
- Letter of Reprimand
- Suspension without pay or demotion
- Dismissal

No personnel actions preceding the Letter of Warning step of the progressive disciplinary process shall be placed in an employee's file; these actions may be placed in an employee's site file.

5.3 DISCIPLINE FOR JUST CAUSE

Discipline of permanent employees shall be for just cause as defined by the Governing Board. The term "just cause" as defined by Board Policy shall include, but not be limited to, the following:

- a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- b. Incompetency or failure to adequately perform duties and requirements of the position held.
- c. Inefficiency
- d. Neglect of duty
- e. Insubordination
- f. Dishonesty
- g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- h. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.
- i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such nature to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
- j. Absence or repeated tardiness without authorization or sufficient reason
- k. Abuse or misuse of sick leave or any other authorized leave
- l. Immoral conduct
- m. Discourteous treatment of the public, students, or other employees
- n. Improper political activity, as stated in Section 1028 of the Government Code
- o. Willful disobedience
- p. Misuse of district property
- q. Violation of district, Board or departmental rule, policy or procedure
- r. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- s. Job abandonment

- t. Refusal to take and subscribe any other or affirmation which is required by law in connection with his/her employment
- u. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees. This provision shall only be used in conjunction with the Americans with Disabilities Act and the California Department of Fair Employment and Housing.
- v. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, sexual orientation, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employee while acting in the capacity of a district employee.
- w. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
- x. Failure of good behavior, either during or outside of duty hours, which is of such nature that it causes discredit to the district or his/her employment.
- y. Failure of moral conduct, either during or outside of duty hours, which is of such nature that it causes discredit to the district of his/her employment

5.4 LIMITATION OF DISCIPLINE

Except as defined in item "u" above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

ARTICLE 6 **GRIEVANCE PROCEDURE**

6.1 DEFINITION

- 6.1.1 A "grievance" is a claim by an individual employee in the bargaining unit or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
- 6.1.2 A "day" is any day the central administration office is open for business.

6.2 PURPOSE

- 6.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the claims which may arise affecting the "Terms of this Agreement." Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 6.2.2 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file.
- 6.2.3 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement (i.e., during Winter or Spring breaks).
- 6.2.4 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, and may result in harm to an aggrieved person, the time limits set forth herein may be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

6.3 STEPS IN THE GRIEVANCE PROCEDURE

- 6.3.1 INFORMAL LEVEL - Before filing a formal written grievance, the grievant shall attempt to resolve the issue by scheduling an informal conference with their supervisor. The grievant may be accompanied by an Association representative at the informal conference. The issue shall be discussed orally, including the nature of the issue, person or persons involved, the section of the Agreement allegedly violated, and the remedy sought. If the grievant is not satisfied with the resolution attempted at the informal level, the grievant may file a written grievance at Level I of the grievance process.
- 6.3.2 LEVEL I - Within thirty (30) days after the occurrence of the act of omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate District form (see Appendix E-1 - Level I Grievance Form) to his/her immediate supervisor and to the Association. The grievance shall include the date of violation and the specific section of the Agreement allegedly violated.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, and the specific remedy sought. The supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference. The grievant may appear with an Association representative.

- 6.3.3 LEVEL II - In the event the grievant is not satisfied with the decision at Level I, the employee may, within ten (10) days, appeal the decision on the appropriate form (see Appendix E-2 - Level II Grievance Form) to the Superintendent or designee and the Association.

This statement should include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. The grievant may appear with an Association representative.

The Superintendent or designee shall communicate their decision within ten (10) days. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

- 6.3.4 LEVEL III - In the event that the grievant is not satisfied with the recommendation or recommendations of the Superintendent, the employee may appeal the decision in writing within ten (10) days to the Association on the appropriate form (see Appendix E-3 - Level III Grievance Form).

If the Association concurs with the grievant's request for arbitration, the Association shall, within forty-five (45) days of the Level II appeal from the grievant, submit a written request for arbitration to the Superintendent. This timeline may be extended by mutual agreement.

The Association and the District shall attempt to mutually select an arbitrator. If an arbitrator is not mutually selected within ten (10) days from the initiation of this process, the parties shall request a panel of five (5) arbitrator's names from the State Conciliation Service. Parties shall alternately strike names from the panel. Striking order shall be determined by lot.

The fees and expenses of the arbitrator shall be borne equally by the District and the Association. All other expenses, including fees and costs of witnesses and conferees, shall be borne by the party incurring them.

The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

The arbitrator's decision shall be binding upon the parties.

6.4 ARBITRABILITY

Any dispute regarding grievability or arbitrability may be submitted to the arbitrator by either party. However, either party reserves the right to have the issue of arbitrability determined prior to proceeding with the arbitration on the merits of the dispute, provided the arbitration hearing is likely to extend beyond one day. The arbitrator may make a bench decision on the issue of arbitrability with the mutual consent of the parties.

The party raising the dispute regarding grievability or arbitrability shall be responsible for any and all additional costs incurred as a result of a separate hearing on the issue of arbitrability prior to a hearing on the merits. The party initiating the issue of arbitrability shall provide the other party with at least two weeks notice prior to the hearing.

ARTICLE 7 ORGANIZATIONAL RIGHTS

7.1 CSEA RIGHTS

CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

- 7.1.1 The right to use, without charge, institutional bulletin boards, mailboxes, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters with permission.
- 7.1.2 The right to use, without charge, institutional equipment, facilities, and buildings at reasonable times at the schools.
- 7.1.3 The right to review employees' personnel files and any other records dealing with employees, when accompanied by the employee or on presentation of a written authorization signed by the employee.
- 7.1.4 The District shall provide the CSEA chapter president annually with a current seniority list of bargaining unit members. This list shall include all time worked through June 30, and shall be available no later than July 31 of each year.
- 7.1.5 The right to be supplied with a complete alphabetized roster of all bargaining unit employees indicating the unit member's present classification, number of hours assigned, hire date, and job site. In addition, a monthly update to the roster shall be provided including new hires, transfers, changes in assigned hours, and terminations.
- 7.1.6 The right to receive copies of any Budget submitted to the Governing Board.

- 7.1.7 The right of release time not to exceed fifty (50) days annually for the Association Officers to conduct CSEA business, including the CSEA Annual Conference. Should the needs of the District be adversely impacted, the District may require that no more than one (1) unit member from the same department be on release time at the same time.
- 7.1.8 The parties agree to a regular on-going program to allow the Association to conduct general meetings during the work day in fall and spring. The meetings shall take place at the same times and dates as the general meetings scheduled by the Hueneme Education Association (HEA).
- Unit members shall be released from their assignments at the same time as HEA unit members without loss of compensation. Bus Drivers and the Mechanic shall not be released until student transportation is complete. One (1) CSEA unit member, acceptable to the principal/supervisor, shall remain to staff each school site office and the FOT office.
- 7.1.9 When a regular or special Association meeting is scheduled after 5:00 p.m., unit members whose normal working hours fall during this period shall be allowed to leave their assignments to attend the meeting, with prior notification to the supervisor. The unit member shall sign an attendance roster at the meeting which shall be available to the District for verification of attendance. Upon completion of the meeting, the unit member shall immediately return to duty. Absences to attend Association meetings shall be limited to one and one-half (1.5) hours per month.
- 7.1.10 The right to release time for unit members who are CSEA state officers to conduct necessary CSEA business without cost to the District.
- 7.1.11 The right to conduct orientation sessions on this Agreement, CSEA membership, and CSEA structure for new bargaining unit employees two times per year during regular working hours. CSEA and the District will mutually agree on the dates and times of these orientation sessions. The District will provide a reasonable amount of release time, including travel, for the CSEA Chapter President or their designee to conduct these orientation sessions. The orientation session shall last no longer than one (1) hour. The CSEA Labor Relations Representative has the right to attend the orientation.
- 7.1.12 Release time without loss of compensation shall be given for up to six (6) representatives for meeting and negotiating.
- 7.1.13 The Association shall pay the District per copy costs for copying and printing of materials for distribution.
- 7.1.14 The District shall provide a cell phone stipend of \$50.00 monthly to the chapter President.

7.2 DISTRIBUTION OF CONTRACT

Within thirty (30) days after the ratification by the Board of Trustees of this contract, the District shall print or duplicate and provide without charge, copies for all classified employees in the bargaining unit.

7.2.1 All new hires into the bargaining unit shall receive a copy of the contract and all changes.

7.3 ASSOCIATION/MANAGEMENT COOPERATION COMMITTEE

The parties will form a joint CSEA/District Committee, to be called L/M Committee, for meeting on matters of mutual concern during the term of this contract. The purpose of the committee is to improve relations and to provide a problem-solving mechanism for solutions regarding matters of mutual concern. The committee shall consist of at least the Director of Personnel Services, the President of the Chapter, the designated CSEA Labor Relations Representative, and any other appropriate persons. A regular monthly meeting of the committee shall be scheduled. Release time will be provided to participating unit members when necessary.

7.4 The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire.

The District shall concurrently provide CSEA with all of the following employee information: full name; date of hire; classification and title; FTE value (e.g., 1.00 or .75); pay rate; work site location(s); work phone number; work schedule; email address; home address and phone number. CSEA will maintain the privacy of the employee's information. It is understood by the parties that the District can only provide the information that it collects.

ARTICLE 8 **DISTRICT RIGHTS**

The Board of Trustees retains all of its vested rights and powers to manage and direct the affairs of the District, as specified in Article 3543.2 of the Government Code, except as limited by this Agreement. The Board of Trustees may take whatever actions it deems necessary to protect the safety and welfare of the students in an emergency situation such as an act of God.

ARTICLE 9 **TRANSFER**

9.1 NOTICE OF TRANSFER OPPORTUNITY

When a new position is created in the bargaining unit or an existing position becomes vacant, notices shall be posted for not less than six (6) working days at all work locations. Positions shall be filled within 45 working days after the posting

period for the position has closed. This language shall not apply during July and August. An extension of the timeframe may be granted by the chapter president or through labor management meetings. The location, months per year, and number of hours shall be stated for each initial vacancy. The District may offer the opportunity to transfer to members of the unit in accordance with 9.2 below. Transfer may be made by members of the unit within their present classification and to lower related classifications.

9.2 VOLUNTARY TRANSFER PROCEDURES

- 9.2.1 A member of the unit with a satisfactory or above overall performance record who requests a transfer shall file a written request with the Personnel Office in order to be considered. This request must be filed each time a vacancy is posted. The Personnel Office will provide verification of receipt of the transfer request to the unit member within five (5) working days. If three (3) or more qualified applicants request a transfer, the District shall make a selection from the list.
 - 9.2.1.1. A unit member who requests a transfer into a lower classification shall have their request met if the applicant has previously occupied the position. Any employee who has received an unsatisfactory evaluation within six months prior to submission of their transfer request shall be exempt from this provision. Should conflicts arise in the process of conducting such transfers, such as two employees wishing to transfer into a lower classification under the terms of this section, seniority shall be the basis of the decision.
- 9.2.2 The District will interview qualified applicants for transfer from within the District before interviewing candidates who are not employees. Selection for transfer will be based on District need, length of service within the classification, efficiency as demonstrated by evaluation reports, and the qualification interview. If all these factors are equal, the most senior employee shall be selected.
- 9.2.3 The Chapter president shall receive copies of all job postings.
- 9.2.4 Any employee on leave during the period of the posting in which an intent has been filed shall be contacted by telephone or mailed a copy of the notice by first class mail on the date the position is posted.
- 9.2.5 Members of the bargaining unit requesting transfer who have been interviewed for a vacancy may discuss the reasons for the transfer not being granted with the Superintendent or designee (e.g., Director of Personnel).

9.2.6 CSEA PARTICIPATION ON HIRING PANELS FOR UNIT POSITIONS

A CSEA designated District employee shall sit on any panel process used for hiring/promotion decisions for bargaining unit positions. The CSEA president shall designate an appropriate unit member (who's latest evaluation was "Satisfactory" or higher) to sit on the hiring panel, who shall be instructed by the District in the responsibilities of maintaining confidential information regarding the hiring process.

9.2.7 OPPORTUNITIES TO WORK IN A HIGHER CLASS

In order to enhance opportunities for work experience in a higher class, the District will offer out-of-class opportunities to site personnel with satisfactory evaluations and qualified to perform the work.

If site personnel within the job family do not volunteer for the work in a higher class, then the District will only offer the opportunities to other members of the job family on a District-wide basis if the absence is known to be five (5) days or more. In such circumstances, the District will offer the opportunity by seniority on a rotational basis according to the current District practice. An individual may be removed from the rotation for one year if the supervisor finds the higher class work unsatisfactory after three terms of service in the position.

Employees who work out of class within the Secretarial/Clerical; Custodial/Grounds; Food Service; or Facilities, Operations and Transportation job families will begin earning difference of pay on the first day of known absence.

9.2.7.1 Voluntary rotational lists of qualified unit members willing to perform out of class work shall be maintained by the District. Such lists shall be initially based on seniority.

9.2.7.2 A unit member that refuses to work in an out of class assignment twice during a fiscal year, shall be removed from that working out of class list for the remainder of the fiscal year.

9.2.7.3 Working Out of Class opportunities shall be offered only by a supervisor (that is not part of the CSEA bargaining unit).

9.3 INVOLUNTARY TRANSFER

A member of the bargaining unit may be given an involuntary transfer for the good of the District from one position to another in the same classification, however, such transfer shall not be for punitive or preferential reasons. Such transfer, and the reasons therefore, shall be discussed with the employee prior to the transfer taking place. The employee shall be given at least five (5) working days notice of the involuntary transfer, except in unusual circumstances.

9.4 ALTERNATIVE ASSIGNMENT

The regular employee who is determined by the Governing Board to be incapable of performing the duties of his/her class because of illness or injury may, at the discretion of the Governing Board, be assigned duties which he/she is capable of performing.

ARTICLE 10 HOURS AND OVERTIME

10.1 WORKWEEK

10.1.1 The workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. 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.

10.1.2 When requested by the District, an employee may exchange a weekday of his/her choice for a Saturday. CSEA shall be notified by the District prior to any such change in work assignment.

10.2 WORKDAY

10.2.1 The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

10.3 ADJUSTMENT OF ASSIGNED TIME

10.3.1 Unit members working less than eight (8) hours per day, shall be compensated for all hours approved and worked in excess of their regular assigned time.

10.3.2 Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours in order to acquire fringe benefits (holiday, sick leave, vacation credit). If this situation occurs for more than two (2) months, the parties, by mutual agreement, may extend the timelines for this provision.

10.3.3 The parties agree to the following process regarding changes in the scheduling of work hours. This process does not involve either decreasing or increasing of hours, but is limited to changes in work schedules where a position has a previously established and defined schedule.

Prior to changing an established work schedule of a unit member, the site supervisor and the Director of Personnel shall consult with the affected employee regarding: 1) the reasons for the changes in the program which necessitated the change; 2) the personal needs of the employee which may be impacted by the change; and 3) options to the proposed rescheduling.

After consultation, any change agreed to by the above parties will be documented in writing and forwarded to the District Office on a form provided for that purpose. The District Office will provide CSEA with a copy of the agreement. CSEA will retain the ability to review the agreement with the employee and raise additional issues of concern. If agreement is not reached, then the site administrator shall apprise the District Office in writing of the issue. The District Office in turn shall promptly notify CSEA of the issue. CSEA and a representative of the District Office shall meet as soon as possible and discuss the above three elements to resolve the differences.

10.4 LUNCH PERIODS

All employees covered by the Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift.

10.5 REST PERIODS

10.5.1 All bargaining unit employees shall be granted rest periods, as detailed in 10.5.2, which insofar as practicable, shall be in the middle of each work period. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

10.5.2	<u>Hours Worked</u>	<u>Rest Period(s)</u>
	Less than 2 hours	No rest period
	2 to less than 5.7 hours	1 - 15 minute rest period
	5.7 to 8 hours	2 separate rest periods totaling 30 minutes

10.6 REST FACILITIES

The rest facilities at each worksite shall be made available to all bargaining unit employees.

10.7 OVERTIME

- 10.7.1 Except as otherwise provided herein, all overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work authorized and performed. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly-assigned starting time or subsequent to the assigned quitting time. All hours worked on holidays designated by this Agreement shall be compensated at time and one-half in addition to the regular rate of pay.

Unit members having a regular workday of four or more hours shall receive overtime for work performed on the 6th or 7th consecutive workday following the commencement of the work week. Unit members having a regular workday of less than four hours shall receive overtime for work performed on the 7th workday following the commencement of the work week.

- 10.7.2 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work.
- 10.7.3 All hours worked on the seventh consecutive day of work shall be compensated at double the regular rate of pay.
- 10.7.4 Compensatory Time: If a unit member elects to take compensatory time off in lieu of pay, the compensatory time shall be taken at a time mutually acceptable to the bargaining unit employee and the District during the fiscal year in which it was earned. If the compensatory time has not been taken at the end of the fiscal year in which it was earned, the District shall compensate the employee for all documented time at the appropriate overtime rate, based on the employee's current rate of pay. A bargaining unit member may accumulate up to 240 hours of compensatory time during a fiscal year.
- 10.7.5 A designated work group of 12 month classified employees may establish alternative work days and holidays during the winter break provided the effected site administrators and the Director of Personnel Services approve such schedule, in writing, before November 15, and provided further the Christmas Day and New Year's Day holidays are maintained, and the overtime provisions in this section are observed.

10.8 EXCHANGE TIME

- 10.8.1 A unit member, who is requested by the District to alter the regularly-scheduled time, may elect to receive pay for the rescheduled time or to

receive time off at a future date. If the unit member elects time off, the time shall be taken at a time mutually acceptable to the bargaining unit employee and the District within twelve (12) months of the date on which it was earned. If the time has not been taken within twelve (12) months of the date on which it was earned, the District shall compensate the employee for all documented time at the appropriate rate, based on the employee's current rate of pay. The work outside the regular schedule for exchange time and the scheduling of the exchange, will occur only with the mutual agreement of the employee and the supervisor.

10.8.2 Exchange time shall occur on days when a full-time employee is not regularly scheduled to work, excluding holidays, Saturdays, and Sundays. For less than 8-hour employees, the exchange shall occur when the employee works more than the regularly scheduled hours, but less than eight (8) hours.

10.8.3 Exchange time can be redeemed at a time when the employee is normally scheduled to work, on an hour-for-hour basis.

10.9 OVERTIME - EXCHANGE TIME APPROVAL

All hours in 10.7 and 10.8 require verbal approval from the Supervisor/Manager prior to the work being performed. Upon request from the unit member, the Supervisor/Manager shall provide prior approval in writing.

10.10 OVERTIME/EXTRA TIME - EQUAL DISTRIBUTION

Overtime/extra time opportunities shall be distributed and rotated as equally as is practical among employees in the bargaining unit at each job site within the job family. At the supervisor's discretion, if no unit member at the job site accepts the overtime/extra time, the opportunity may be offered to other unit members within the job family. Employees who are in the probationary period will be allowed to accept overtime/extra time at their job site; however, they will be exempt from accepting overtime/extra time at another job site until they receive permanent status.

10.10.1 The Director of Personnel shall create a list of those unit members who want to work extra time or overtime, initially based on seniority by worksite and job family. Work offers by assignment (example: an assignment could be for 2-4 weeks, less than 20 days) shall be made beginning initially to the most senior unit member and moving down the list for each additional work assignment. A refusal of extra work or overtime shall constitute a skip in the rotation; once everyone on the list has been offered and accepted or refused extra time or overtime assignments, then the supervisor would return to the top of the rotational list.

10.10.2 Such rotational list shall be posted in a central location for all unit members within that department or school site to review.

10.11 MINIMUM CALL-IN TIME

Any employee called in to work on a day when the employee is not scheduled to work or is called back to work after completion of his/her regular assignment shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement, irrespective of the actual time, less than that required to be worked.

10.12 STANDBY TIME

Any employee who is scheduled to standby for possible call-back will be compensated a minimum of one (1) hour, or more than one (1) hour if mutually agreed by the employee and the District. If the employee is called back, that individual will receive the minimum rate of pay as established in Section 10.11 above.

10.13 INCREASE IN HOURS - INCUMBENT RIGHTS

In the event hours for a position are increased on a permanent basis, the incumbent shall first be offered the increase. If the incumbent does not accept the increase in hours, the position shall be posted and all members of the bargaining unit in that classification shall be afforded an opportunity to compete for the position.

ARTICLE 11 **PAY AND ALLOWANCES**

11.1 REGULAR RATE OF PAY

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification, as provided for in Appendix F - Classified Salary Schedule, which is attached hereto and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any differential and/or longevity increment required to be paid under this Agreement.

11.2 SALARY SCHEDULE

11.2.1 Step and Column - The District shall fund the increased cost of step and column on the salary schedule during the three-year term of this Agreement.

11.2.1.1 2022-23 Salary Schedule – Effective July 1, 2022, the 2022-23 salary schedule shall increase by 10%. Effective January 1, 2023, the salary schedule shall increase by 1%.

11.2.1.2 2021-22 Salary Schedule – Effective July 1, 2021, the 2021-22 Salary Schedule shall be increased by 4.0%, retroactive to July 1, 2021.

The District proposes to revise the current Classified Salary Schedule over the next two years in an effort to make current positions more competitive. Every attempt will be made by both parties to complete the revised salary schedule by July 1, 2023. Both parties agree this item will not be grievable if the July 1, 2023 date needs to be extended.

The District proposes a 1.25% OR \$500 (whichever is higher) one-time, off-schedule COVID-19 bonus in recognition of the additional work and responsibilities that have been and will continue to be required during the pandemic.

11.2.1.3 2020-21 Salary Schedule – Effective July 1, 2020, the 2020-21 Salary Schedule shall be increased by 1.0%

The District proposes a 3.5% OR \$1,200 (whichever is higher) one-time, off-schedule responsibilities that have been and will continue to be required during the pandemic.

Some of the additional responsibilities include:

- assisting with synchronous and asynchronous instruction
- assisting with new methods of instruction
- learning new technology to assist with instruction
- learning/modifying new daily procedures
- supporting the safety of students and staff
- supporting with feeding students
- being flexible with work schedules to meet students' needs

The 3.5% OR 1,200 (whichever is higher) one-time, off-schedule bonus will be for active employees only.

11.2.2 If any bargaining unit or employee group within the District receives an increase in salary or receives another form of compensation using resources not previously allocated to that unit or group in settlement of negotiations, the bargaining unit shall be entitled to a commensurate prorate amount of compensation. In such an event, the Association and the District shall enter into negotiations to determine the manner in which to compensate the bargaining unit. Should any other bargaining unit or employee group within the District agree to or receive any wage formula which results in increased compensation, the bargaining unit shall be entitled to the same provision(s).

11.3 PAYROLL ERRORS

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the appointing authority shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

11.4 SPECIAL PAYMENTS

Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or other reasons other than procedural errors, shall be made on the next regular paycheck, upon written notification by the Supervisor to the District Office, before the 10th of the month.

11.5 LOST CHECKS

Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced as soon as possible under Ventura County/Hueneme Elementary School District procedures following the employee's request to the payroll department for replacement of the check.

11.6 PROMOTION

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure that the hourly rate be a five percent (5%) increase as a result of that promotion except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class. Promoted employees are eligible for annual step increases.

11.7 INCONSISTENT DUTIES: COMPENSATION

- 11.7.1 Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the Governing Board in accordance with Education Code Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a 15-calendar day period.
- 11.7.2 An employee may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five (5) working days provided that his salary is adjusted upward for the entire period he is required to work out of classification, and in such amounts as will reasonably reflect the duties required to be performed outside his normal assigned duties.
- 11.7.3 Notwithstanding the provisions of this Section, a personnel commission and Governing Board, or a Governing Board in a non-merit system district, may, by written rule, provide for an upward salary adjustment for any classified employee required to work out of classification for any period of time less than that required herein.
- 11.7.4 It is the intent of this Section to permit school districts to temporarily work employees outside of their normal duties but in so doing require that some additional compensation be provided the employee during such temporary assignments.

11.7.5 WORKING IN A HIGHER CLASS

Pay for working in a higher class shall be according to subsection 11.7.2 of the current collective bargaining agreement, and shall be paid at the rate of the higher class maintaining step and longevity, after five (5) days, except for those positions designated in 9.2.7, and those other positions that are designated annually by the District Personnel Office and CSEA and submitted in writing to the CSEA President, which shall be paid at the higher rate on the first day of working out of class.

11.8 DIFFERENTIALS/STIPENDS

CSEA Agrees to research the issue of providing additional compensation for classified employees assuming additional duties or an increase in workload in the absence of a substitute.

- 11.8.1 Shift: A salary differential of two and one-half percent (2.5%) will be paid to all unit members whose regular daily assignment requires fifty percent (50%) or more of their work time after 6:00 p.m. Said differential shall be applied to all work time of these unit members.
- 11.8.2 Bilingual: Effective July 1, 1989, a salary differential of two and one-half percent (2.5%) will be paid to all unit members who meet District proficiency standards and who are assigned to a position requiring bilingual proficiency.
- 11.8.3 Paraprofessional Training Program: Unit members who participate in the Paraprofessional Training Program shall receive a two and one-half (2.5%) salary differential during the period in which they are actively enrolled and making significant progress toward completion of the program. Unit members shall also receive Professional Growth credit for their participation.
- 11.8.4 Paraprofessional/Physically Handicapped and Paraprofessional/Special Education: Personnel who are required to assist students with procedures that are medically-related and/or involve the regular cleaning of a student's bodily excretion three or more days per week or as defined by an IEP or 504 Plan, shall receive a five percent (5%) salary differential.
- 11.8.5 Bus Driver Trainer: A qualified regular classified employee with the Bus Driver Trainer designation shall receive a five percent (5%) differential above their regular rate of pay.
- 11.8.6 Technology Lab Training Stipend: Classified employees who participate in technology training at the Elaine K. Garber Technology Training Lab shall receive a stipend of \$15 per hour of training.

- 11.8.7 Food Service Kiosk Differential: Food Service unit members who are trained by the District to operate outlying kiosk food tables during nutrition, breakfast, or lunch, shall receive a five percent (5%) differential, while they are performing such kiosk duty or if they are able and willing to perform such kiosk duty.
- 11.8.8 Subject to District need and approval, a \$75.00 per month stipend shall be paid to a unit member who holds a valid California Bus Drivers Certificate (Type I), and is available on short notice to drive a school bus as a substitute bus driver. This provision excludes regular Bus Drivers.
- 11.8.9 Food Service Substitute Finder Stipend: A qualified regular classified employee, who has applied and received the designation of Food Service Substitute Finder, shall receive a stipend of \$6000.00 per year (paid monthly).

11.9 MILEAGE

Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the rate established by the District for all miles driven on behalf of the District and approved by the supervisor. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.

11.10 EDUCATIONAL STIPENDS

- 11.10.1 Associate Degree Stipend: A unit member, who holds an earned Associate Degree, shall receive an additional \$275.00 per year.
- 11.10.2 Bachelor's Degree Stipend: A unit member, who holds an earned Bachelor's degree, shall receive an additional \$400.00 per year.
- 11.10.3 Master's Stipend: A unit member, who holds an earned Master's degree, shall receive an additional \$650.00 per year.
- 11.10.4 Doctorate Stipend: A unit member, who holds an earned Doctorate degree, shall receive an additional \$650.00 per year.
- 11.10.5 Only the Master's and Doctorate stipends shall be cumulative.
- 11.10.6 Unit members shall receive the stipend at the beginning of the school year.
- 11.10.7 October 1st of each fiscal year shall be the deadline for school term (ST) eleven (11) or twelve (12) month unit members to verify the necessary degree for initial placement or to advance to a higher level of degree stipend.

- 11.10.8 Since the payment of the stipends indicates recognition of the education of the unit member, then the full stipend shall be paid to the unit member regardless of the number of hours worked per day, week or year.
- 11.10.9 Any degree listed above shall relate to the unit member's current position, or provide promotional opportunities within the District.
- 11.10.10 Any degree from outside of the USA shall be validated as equivalent to a similar degree in the USA.

11.11 LONGEVITY INCREMENTS

The District agrees to additionally compensate long-service employees as follows:

<u>Years of Service</u>	<u>Monthly Increment</u>
6 - 10	3.50% of Range 28 - Step 5
11 - 15	4.00% of Range 28 - Step 5
16 - 20	5.00% of Range 28 - Step 5
21 - 25	5.50% of Range 28 - Step 5
26+	6.00% of Range 28 - Step 5

11.12 PAYROLL PERIODS

Unit members who are school session, 10-month or 11-month employees may elect twelve (12) equal monthly payments in accordance with Education Code Section 45165. School session and 10-month classified employees will receive a paycheck in August for the days worked in August. The remainder of the school year will be equalized over 10 months.

11.13 SALARY SCHEDULE PLACEMENT/ADVANCEMENT, AND CALCULATION OF ANNUAL SALARY AND ANNIVERSARY INCREMENTS

11.13.1 Unit members shall be placed on the first step of the salary schedule, except when a new unit member has had qualifying experience within the past five (5) years. Credit may be given for a maximum of two (2) years qualifying experience, resulting in initial placement on the third step. New unit members hired between July 1 and January 5 are eligible for an annual step increase on the salary schedule on July 1 of the fiscal year following initial employment. New unit members hired between January 6 and June 30 will remain on the current step of the salary schedule during the fiscal year following initial employment. Following the first year of employment, in order to advance a step on the salary schedule, a unit member must be in paid status for 75% of their contract work year.

11.13.2 The contract work year shall be based on the annual contract salary, which shall be calculated as follows:

11.13.2.1 Annual work days + holidays + earned vacation = total days paid.

11.13.2.2 Total days paid x daily hours of employment = annual hours paid.

11.13.2.3 Annual hours paid x appropriate hourly rate = annual contract salary.

11.13.3 Effective July 1, 1992, all current and future unit member hire dates will be standardized to July 1 of the calendar year in which the unit member was/is hired, only for the purposes of calculating anniversary increments. All unit members scheduled to qualify for a new, or additional increment in 1992-93 will receive credit for the increment effective July 1, 1992. Unit member July 1 standardized hire dates as described in this Section will not be utilized to determine seniority or any other benefit or provision of this Agreement that refers to length of service.

11.14 ANNUAL WORK DAYS

The District proposes to add two (2) Professional Learning Days to the work year of members whose work year is less than twelve (12) months starting in the 2024-25 school year. The Professional Learning days is a two-year commitment and expires after the 2025-26 school year. Extension may be mutually agreed upon by both parties prior to expiration. The Professional Learning days placement shall be mutually agreed upon at the bargaining table. The trainings to be offered to unit members may include but are not limited to:

- CPR/First Aid
- Behavioral Issues in the Classroom
- Dispensing Medication (for Paraeducator – Special Education and School Site Clerical classifications)

11.14.1 The annual work days of all unit members who work less than twelve (12) months shall be:

11.14.1.1	School Session + 2	182 days
11.14.1.2	School Session + 12	192 days
11.14.1.3	Ten-Month + 2	196 days
11.14.1.4	Ten-Month + 5	199 days
11.14.1.5	Eleven-Month + 2	219 days

11.15 A bargaining unit member shall be paid on the last working day of the month. Their pay check shall be distributed in accordance with one of the following procedures.

11.15.1 The District will deposit the unit member's check electronically to an account specified by the unit member on the last working day of each month, or

- 11.15.2 A unit member, who desires to pick up their pay check at the District Office on the last working day of each month, shall provide the District with at least a one month notice in writing. Such notice shall be maintained by the District for all future paychecks, or
- 11.15.3 If the unit member has not completed the appropriate paperwork for 11.15.1 or 11.15.2, at least one month prior to their check distribution, then the District shall mail the unit member's check to him/her on the last working day of each month.

ARTICLE 12

PROFESSIONAL GROWTH AWARD PROGRAM

12.1 PROFESSIONAL GROWTH AWARD PROGRAM

The Professional Growth Award Program, approved by the Governing Board is designed to encourage employees to improve their knowledge, skills, and understanding of assignments, and provide an opportunity for advancement. The program is a voluntary award program.

12.2 MANAGEMENT OF PROGRAM

The Director of Personnel Services will be responsible for administering the Professional Growth Award Program. Files for unit members participating in the program shall be maintained in a consistent location in the District Office. Participating unit members shall have access to the contents of their Professional Growth file by providing the District with reasonable notice of the intent to review the file.

12.3 PROFESSIONAL GROWTH AWARD COMMITTEE

- 12.3.1 A standing Professional Growth Award Committee shall consist of two (2) representatives from management/confidential selected by the Director of Personnel Services and, three (3) representatives from CSEA to include the Chapter President and two (2) members appointed by the Executive Board.
- 12.3.2 The membership of the committee will be annually reviewed by the parties at the regularly-scheduled June management/labor meeting and any proposed changes in membership will be announced.
- 12.3.3 The committee will meet on an as-needed basis to discuss and/or rule on issues pursuant to Section 12.4.

12.4 DUTIES OF THE COMMITTEE

- 12.4.1 Review any challenge to a decision made by the Director of Personnel Services regarding:

- 12.4.1.1 The relevance of course(s) in the unit member's Professional Growth Program to their current position or a future desired position in the District.
- 12.4.1.2 Point Credit.
- 12.4.1.3 Other issues related to the Professional Growth Award Program.
- 12.4.1.4 The decisions of the Professional Growth Award Committee shall be binding upon the parties.
- 12.4.2 To recommend policy revisions to the Superintendent and CSEA for study and inclusion in contract negotiations.

12.5 ELIGIBILITY TO PARTICIPATE IN THE PROGRAM

All regular, including probationary unit members of the Hueneme Elementary School District are eligible to participate in the Professional Growth Award Program.

12.6 GUIDELINES FOR OBTAINING INCREMENT CREDIT

- 12.6.1 In order to earn a Professional Growth increment, twenty (20) points of Professional Growth credit shall be earned during a five (5) year period. The earning or qualifying period starts when the first Professional Growth point is earned and ends on June 30 of the fifth year. If a participant fails to qualify for an increment during the initial five (5) year period enrolled in the program, he/she may continue to earn credit but no credit earned farther back in time than five (5) years will count toward a Professional Growth Increment. Credit must have been earned after the date of employment in District. An employee desiring to participate in the Professional Growth Award Program must submit his/her form for course credit to the Director of Personnel Services on or before June 30 of each year. The form must be submitted prior to enrolling in order to obtain points of Professional Growth credit; see Article 12.6.2.
- 12.6.2 Participants shall only receive credit for courses that are relevant to the unit member's current position, a future desired position in the District, or that will enhance the employee's effectiveness with the District. All courses must have prior approval of the Director of Personnel Services, subject to challenge and review by the Professional Growth Committee. One-time exceptions to this article may be granted for a bargaining unit member upon the agreement of the Director of Personnel Services and the Professional Growth Award Committee.
- 12.6.3 Points will not be granted when participation is during a unit member's regular working hours. A unit member may utilize available vacation, personal necessity, unpaid or comp time leave to attend training during work hours and the unit member will receive points for the training.

- 12.6.4 Points will not be allowed for any participation if the District reimburses the participant for actual expenses, including mileage, registration fees, food, tuition, etc.
- 12.6.5 All courses submitted for Professional Growth Award credit must include independent verification of attendance/completion of listed activities. The District shall provide participating unit members with a form for verifying attendance at workshops, conferences, etc., pursuant to this Article.

12.7 POINT SYSTEM FOR INCREMENT CREDIT

Credit for courses, with prior approval by the Director of Personnel Services subject to challenge and review of the Professional Growth Committee, will equate as follows:

- 12.7.1 College Course Credit - The employee shall only receive credit for each successfully-completed quarter or semester unit. Attendance shall be verified by official grade report and/or transcript.
 - 12.7.1.1 One Semester Unit = 1 point credit
 - 12.7.1.2 One Quarter Unit = .67 point credit
- 12.7.2 District-sponsored Workshop, Orientation, Inservice - Credit hours for participation in District-sponsored workshop, orientation, and inservice, verified by the unit member's immediate supervisor or the presenter shall be equated as follows:
 - 12.7.2.1 Eight hours = .5 point credit or fraction thereof.
- 12.7.3 Education Conference and Lectures - Credit for hours of participation and lectures in educational conferences of employee organizations, verified by the unit member's immediate supervisor, conference presenter, or conference registration receipts shall be equated as follows:
 - 12.7.3.1 Eight hours = .05 point credit or fraction thereof with a maximum of two (2) points per year.
- 12.7.4 Approved Committee Rendering Service to the District - Credit for service as a member of an approved District Committee, service rendered only on members own time, shall be equated as follows:
 - 12.7.4.1 .05 points per hour with a maximum of two (2) points per year.
 - 12.7.4.2 Membership on the Professional Growth Award Committee shall be approved for Professional Growth credit.

- 12.7.4.3 A verification of hours attended shall be signed by the Director of Personnel Services.
- 12.7.5 High School - High school classes taken as part of a GED program, and/or adult education classes shall earn credit as follows: an 18-week, one (1) day per week class equal to 54 hours per semester, or fraction thereof, shall equal three (3) Professional Growth credits. Attendance will be verified by official grade report and/or transcript.
- 12.7.6 Correspondence Courses
 - 12.7.6.1 Correspondence courses which are job related will receive Professional Growth credit based on average completion time which is provided by the correspondence school. Credit will be awarded at the rate of one (1) point for each 80 hours of average instruction time. If no recommended completion time is made available to the Director of Personnel Services, the Professional Growth Award Committee will award points based on a course content comparison with other courses which have average recommended completion times provided.
 - 12.7.6.2 Correspondence courses require satisfactory completion certificates and course description brochures for verification purposes.
- 12.7.7 Institutes, Conferences, Employee Groups
 - 12.7.7.1 Credit for institutes, conferences, and employee groups shall be equated as follows: 8 hours = .5 points.
 - 12.7.7.2 In order to gain Professional Growth points for institutes, conferences, and educational employee group participation, the completed application shall include a list of institutes and/or lectures, and/or conventions attended or participated in with a short summary of the value of each (include place, time, speaker, duration, etc.). Attendance shall be verified by the unit member's immediate supervisor, conference presenter, or conference registration receipts.
- 12.7.8 Service on the Association Executive Board or Other CSEA positions
 - 12.7.8.1 Credit for service as a member of the Association Executive Board, or for service in a CSEA Regional or on a State Association Committee position, or a chapter position by appointment of the Chapter President, shall equal four (4) points per year, with a maximum credit of eight (8) points allowed.

12.8 OTHER STIPULATIONS

- 12.8.1 All Professional Growth candidates taking courses must obtain a grade card or certificate of completion with a grade of "C" or better or pass in a pass/fail grading system, showing units or hours to receive full credit.
- 12.8.2 Points will not be given to an employee who is on leave from the District to become a full-time student.
- 12.8.3 Courses cannot be repeated unless special permission is granted by the Director of Personnel Services subject to challenge and review by the Professional Growth Committee.
- 12.8.4 A Professional Growth Program must be submitted to the Director of Personnel Services no later than one (1) year from the time that the twenty (20) points are completed and verified.
- 12.8.5 Any participant who has accumulated more than twenty (20) points within the five (5) year limitation of participating in the Professional Growth Program will not lose the extra points.

12.9 PAYMENT OF INCREMENTS

All recommendations for payment of the award increment must be submitted to the Director of Personnel Services no later than June 30 for payment in the following school year. Verification of completed activities may be provided after the June 30 deadline, but must be received prior to September 1. All unit members submitting recommendations for payment shall receive written notification of qualification for the increment payment within fifteen (15) work days of District receipt of all required verification, but no later than September 1. Payment of Professional Growth increment will be in the form of an annual award. Each increment is equal to \$600.00. Payment shall be made on the October warrant.

12.10 LIMITATIONS

- 12.10.1 A maximum of twenty-five (25) employees per year may receive the increment. If more than twenty-five (25) employees are eligible, the awards will be based on seniority. Once an employee qualifies to receive the increment the five (5) year qualifying period is waived. The parties agree to discuss options prior to implementation of this provision.
- 12.10.2 Professional Growth increments shall be limited to two (2) per employee per year.

ARTICLE 13
EMPLOYEE EXPENSES

13.1 PHYSICAL EXAMINATION

The District agrees to provide the full cost of any medical examinations as arranged by the District, required as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 49406 or its successor.

13.2 UNIFORMS ALLOWANCE

13.2.1 Bus drivers, maintenance workers, groundskeepers, and custodians are required to wear a District-designated uniform consisting of shirts with a District logo. The uniform will be provided by the District, sufficient for a weekly change. Replacement garments will be provided upon presentation of prior issue.

An annual \$350 uniform allowance will be provided to the above classifications for safety shoes and other work-related garments payable annually in two increments.

13.2.2 All food service employees shall receive a uniform, smock, and shoes provided by the District at the time of employment. Food service unit members shall receive a thirty-five dollar (\$35) per month allowance, September through June, payable twice annually. All food services employees who receive the uniform stipend shall be required to wear all uniform articles of clothing during work hours. Cashiers who choose not to wear the required uniform shall not receive the uniform stipend.

13.2.3 Campus Assistants shall be provided with one (1) sun-protective hat, one (1) safety vest, and rain gear per academic year.

13.3 SAFETY EQUIPMENT

Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear.

13.4 AUTOMOBILE DAMAGE

The District shall be liable for up to \$500.00 for each unit member for repair of a personal automobile which is either damaged or lost as a result of theft or vandalism not due to the negligence of the unit member. The purpose of the maximum \$500.00 payment is to reimburse unit members for an automobile insurance deductible. To be eligible for such reimbursement:

13.4.1 The personal automobile shall be on school property when damaged or stolen, and the amount of the insurance deductible must be verified to the District.

- 13.4.2 Prior to reimbursement, a claim for loss of the personal automobile shall be properly validated by inclusion in a police report, or verified by the direct supervisor.

ARTICLE 14 **PROMOTIONS**

14.1 FIRST CONSIDERATIONS

When a position is not filled by transfer, employees in the bargaining unit shall be given first consideration in filling the job vacancy within the bargaining unit which can be considered a promotion. The supervisor will screen the applications from unit members. The District will interview and consider at least the top three (3) internal applicants. Selection for promotion will be based on District need, length of service, efficiency as demonstrated by evaluation reports, and the qualification interview. Normally, based on this criteria, one of the internal applicants shall be selected for the position. However, should none of the internal applicants be qualified to perform the work of the higher level position, external applicants shall be considered.

14.2 POSTING OF NOTICE

14.2.1 Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site.

14.2.2 The job vacancy notice shall remain posted for a period of six (6) full working days, during which time employees may file for the vacancy. Any employee on leave during the period of the posting in which an intent has been filed, shall be contacted by telephone or mailed a copy of the notice by first class mail on the date the position is posted.

14.3 NOTICE OF CONTENTS

The job vacancy notice shall include the job title, location, number of hours, policy number in the District Policy Handbook, months per year assigned to the position, salary range, and deadline for filing to fill the vacancy.

14.4 FILING

14.4.1 Any employee in the bargaining unit meeting the qualifications may file for the vacancy by submitting written notice to the Personnel Office within the filing period. Any employee on leave, vacation, or layoff may reply by mail or telephone. Requests must be in the Personnel Office by the filing deadline. The Personnel Office will provide verification of receipt of the promotion request to the unit member within five (5) working days of receipt of said request.

14.4.2 Employees who are not fully qualified may file for the opening. Consideration will be based upon District needs. Employees who are considered for promotion are required to take related tests if the requirements for the position are greater. Employees need not wait until the opening occurs to take the test.

14.5 Positions shall be filled within 45 working days after the posting period for the position has been closed. This language shall not apply during July and August. An extension of the timeframe may be granted by the chapter president or through labor management meetings.

14.5.1 CERTIFICATION OF APPLICANT

Within five (5) working days following completion of selection, the Personnel Office shall notify the applicants, in writing, whether or not they were selected.

14.6 RETURN TO ORIGINAL POSITION

When a permanent employee is promoted to a new classification and does not successfully complete a designated probationary period in the new classification, the employee shall have the right to be placed back in the former classification in a vacant position. If a vacant position does not exist, the employee shall displace the least senior employee in the classification.

ARTICLE 15
HEALTH AND WELFARE BENEFITS

15.1 TRUST AGREEMENT

The Association and District agree to change the current Group Purchasing Organization ("GPO") to the California School Employee Benefits Organization (CSEBO) effective July 1, 2023. Any future changes to the GPO shall be mutually agreed upon by the Association and District.

15.2 DISTRICT CONTRIBUTION

15.2.1 The District contribution shall be increased from \$16,800 to \$19,800. The District will pay the cost above the District cap of \$19,800 for the 2023-24 school year for unit members who remain in their same or equivalent health care plan. If an employee changes from their existing or equivalent plan to an improved plan that exceeds the employer's contribution, the employee will be responsible for paying the excess costs.

15.2.2 The difference between the District contribution and the actual Trust premium shall be paid in ten (10) monthly payments through payroll deduction. A unit member may authorize the appropriate tax-free payroll deduction through the District's IRS Section 125 Program.

15.3 IRS SECTION 125

The District will continue the existing IRS Section 125. The District will continue to pay the fees associated with the A portion of the program and the District and participating unit members will each pay for fifty percent (50%) of the fees associated with the B portion of the program.

15.4 GROUP ACCIDENT INSURANCE

The District will continue Group Accident Insurance, as provided by Transamerica Occidental Life Insurance Company.

15.5 ELIGIBILITY

- 15.5.1 All full-time eight (8) hour per day employees in the bargaining unit and their dependents shall be covered under the programs provided in Section 15.1 of this Article.
- 15.5.2 All employees in the bargaining unit who work at least six (6) hours per day, but less than eight (8) hours per day, shall be covered under the dental and vision programs provided in Section 15.1 of this Article. Medical coverage, as contained in Section 15.1 of this Article, will be provided on a prorated basis. Employees may contact the District Business Office to determine the exact dollar contribution required by the proration.
- 15.5.3 All employees in the bargaining unit, who work at least four (4) hours per day, but less than six (6) hours per day, shall be covered under the programs provided in Section 15.1 of this Article on a prorated basis. Employees may contact the District Business Office to determine the exact dollar contribution required by the proration.
- 15.5.4 Subject to rules established by the Trust, eligible employees will be enrolled in benefit programs as soon as practicable after initial employment.
- 15.5.5 Notwithstanding, Sections 15.5.2. and 15.5.3, all regular bargaining unit members working an additional position as a playground supervisor are not eligible for benefits under Sections 15.5.2 and Section 15.5.3 until their total hours of employment reach six (6) hours per day.
- 15.5.6 All employees who work less than four (4) hours per day, or are covered by Section 15.5.5 above, and are not eligible for coverage in the insurance programs provided in Section 15.1 shall have one (1) paid "benefit day" included in the calculation of their annual contract salary.

15.6 CONTINUATION - RETIREMENT

- 15.6.1 The District agrees to maintain contributions for medical coverage, as provided in Section 15.1 of this Article, on the same basis as provided active employees in the bargaining unit for those persons who retire between the ages of fifty-five (55) and sixty-five (65) with fifteen (15) years of continuous service with the District. For the purposes of this provision, any District-approved leave will not constitute a break in continuous service. Contributions will continue until age sixty-five (65) maximum or until eligible for Medicare.
- 15.6.2 Notwithstanding Trust eligibility rules, unit members who retire from the District under CalPERS after 10 years of District service and who have participated in the medical, dental and/or vision plans for the three (3) years immediately preceding their date of retirement, may purchase Trust medical, dental and/or vision coverage at the self-pay rate for retirees as set by the Trust, until age 65 maximum or until eligible for Medicare.

15.7 EARLY RETIREMENT INCENTIVE-REDUCED EMPLOYMENT

- 15.7.1 This early retirement incentive program allows a unit member to reduce employment to 50% of full time in the final year of service but maintain full CalPERS credit and medical, dental and vision benefits, and shall follow the provisions of Ed Code 45139.
- 15.7.2 The unit member shall reduce employment equivalent to 50% of the number of sequential days/hours of service required by the unit member's contract of employment during the final year of service in a full time position. The unit member may elect to work full time for 50% of the days in the contract work year, and be compensated at 50% of the full time rate for a full year, or work 50% of full time hours each day of the contract work year. The reduced work schedule must be approved by the District.
- 15.7.3 To be eligible to participate, the unit member must have reached the age of fifty-five (55) prior to reduced services employment. The unit member must have been employed in a full time position for at least ten (10) years with the District, and served the last five (5) years full-time without a break in service. For the purposes of section 15.7, full time is defined as a contract work day of six (6) hours or greater per day, and a contract work year of school session or greater.
- 15.7.4 The unit member shall be paid a salary which is the prorata share of the salary that would have been earned had the unit member not elected to exercise the option of reduced services employment. The unit member's CalPERS contribution paid by both the District and the unit member shall be the same as if the unit member were employed full time.

15.7.5 The District will pay the contribution for medical, dental and vision benefits at the same rate that is provided full-time unit members of the same classification.

15.7.6 A unit member wishing to exercise the option of part-time employment shall file an application for reduced service employment with the Personnel Office not less than 60 days prior to the anticipated final year of service. The application shall include a notification of the intent to retire at the conclusion of the final year of reduced employment.

15.7.7 A unit member who has entered into a reduced services agreement with the District may be returned to full-time employment only with the mutual consent of the unit member and the District.

15.7.8 The District will only approve a reduced services retirement agreement contingent upon the ability to obtain a qualified and competent individual to share the full-time assignment.

15.8 TRUSTEES - RELEASE TIME

The District will provide release time for one (1) Association Trust Director and one (1) alternate to attend regular monthly meetings of the Trust.

15.9 HEALTH CLUB MEMBERSHIP

The District shall purchase a Corporate Membership with "24 Hour Fitness" health clubs which will provide employees with membership options at substantial discounts. The District will maintain the Corporate Membership for as long as "24 Hour Fitness" offers the corporate program under current fees and guidelines.

15.10 RETIREMENT

Should the District provide the Certificated Bargaining Unit a Golden Handshake during the term of contract, or a Standard Retirement Incentive, the District will meet and negotiate with CSEA regarding a comparable benefit.

ARTICLE 16
CALENDAR

16.1 ADDITIONAL HOLIDAYS

Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code, Section 37222, or its successors requiring the closing of school shall be paid holidays for all bargaining unit employees in paid status.

16.2 HOLIDAY ON SATURDAY OR SUNDAY

When a holiday falls on a Saturday, the preceding Friday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following Monday not a holiday shall be deemed to be that holiday.

16.3 SCHEDULED STUDENT DAY

On any school day during which pupils would otherwise be in attendance but are not, such as due to an act of God or other emergency, and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.

For purposes of this provision only, certificated personnel will be determined to have received regular pay for a day when pupils are not in attendance if they are paid their annual salary plus a per diem for any student make-up day.

16.4 CESAR CHAVEZ DAY

The CSEA and the District will jointly sponsor a workday in recognition and honor of Cesar Chavez on March 31 of each school year. The Labor Management Cooperation Committee will plan appropriate activities for the work and school sites.

16.5 The parties shall annually negotiate the Classified Work Calendar based upon the Student Instructional Calendar. Classified work calendars shall be provided to each unit member following adoption by the school board.

16.5.1 Notwithstanding federal and state statutes governing the observation of holidays, the specific placement of the holidays listed in 15.5.2 shall be annually negotiated by the parties and recorded on the classified work calendar.

16.5.2 SCHEDULED HOLIDAYS

New Year's Day

Martin Luther King Day

Lincoln's Day

President's Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day and the following day

Last two (2) workdays before Christmas Day (Admissions Day) and Christmas Day

Last working day before New Year's Day

16.5.2.1 The Association shall negotiate the school calendar to determine placement of holidays each year.

ARTICLE 17
VACATION PLAN

17.1 ELIGIBILITY

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 to June 30. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

17.2 PAID VACATIONS

Except as otherwise provided in this Article, paid vacation shall be granted no later than December 31st of the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee and approved by the District, the paid vacation shall be granted in the fiscal year in which it is earned.

17.3 VACATION PAY

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status, excluding overtime.

17.4 VACATION PAY UPON TERMINATION

When an employee in the bargaining unit is terminated for any reason and has completed six (6) months of employment in regular status, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. Employees who are terminated and have taken vacation not yet earned shall have the amount deducted from their final warrant.

17.5 VACATION POSTPONEMENT

17.5.1 If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury under a doctor's care, he/she may request that his/her vacation be changed, and the District may grant such a request. The bargaining unit employee may elect, with District approval, his/her vacation rescheduled in accordance with the vacation schedule available at that time or may request to carry over his/her vacation to the following year.

17.5.2 If, for any reason, the District denies a bargaining unit employee an approved scheduled vacation, he/she shall be compensated at the rate of additional time and one-half for all hours worked during the scheduled vacation period. In such a case, the employee shall suffer no reduction in the paid vacation days due him/her.

17.5.3 If, for any reason, a bargaining unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the District, accumulate for use in the following year or be compensated at the appropriate rate.

17.6 VACATION CARRYOVER

Except as provided in Section 17.5.3, any employee in the bargaining unit, who has been employed for more than one (1) year, may carryover up to ten (10) days of vacation to the following fiscal year. Vacation balances in excess of the one (1) year, plus ten (10) days shall be paid off at the appropriate rate on July 30. An employee may carryover more than one (1) year and ten (10) days in exceptional circumstances. The employee must submit a written request to carryover more than ten (10) days of vacation to the Superintendent or designee for approval.

17.7 HOLIDAYS

When a holiday falls during the scheduled vacation of any bargaining unit employee in a paid status, such employee shall be granted an additional day's vacation for each holiday falling within that period.

17.8 VACATION SCHEDULING

17.8.1 Vacations shall be scheduled at times requested by bargaining unit employees insofar as possible within the District's work requirements.

17.8.2 If there is any conflict between employees who are working on the same or similar operations as to when vacation shall be taken, the employee with the greatest classification seniority shall be given his/her preference.

17.8.3 The employee shall provide the appropriate supervisor with a written request for vacation at least two (2) weeks prior to the intended date(s) of leave, except in exceptional circumstances.

17.9 INTERRUPTION OF VACATION

A permanent employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and support information regarding the basis for such interruption or termination.

17.10 VACATION SCHEDULE

Vacation shall be earned and accumulated at the following rate:

1-2 years	11 days/year accumulated at .91 days/month
3 years	13 days/year accumulated at 1.083 days/month
4-9 years	16 days/year accumulated at 1.33 days/month
10-15 years	19 days/year accumulated at 1.58 days/month
16 years & over	23 days/year accumulated at 1.92 days/month

Employees working less than 12 months will earn credit prorated on the above basis.

ARTICLE 18 LEAVES

(SEE CLASSIFIED PERSONNEL REQUEST FOR LEAVE FORM - APPENDIX G)

18.1 BEREAVEMENT LEAVE

Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. Members of the immediate family, as used in this Section mean: mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse or registered domestic partner of the employee, and the spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee, or any relative living in the immediate household of the employee. The leave shall be for five (5) working days. Employees shall be granted six (6) working days of leave with verification of travel more than 500 miles. Where the death is a relative or close personal friend who does not fall into the above categories, the District may grant bereavement leave up to three (3) days in accordance with the provisions of this Section; this leave will not be denied arbitrarily or capriciously. In addition, in the event of the death of a spouse or registered domestic partner, or child, the unit member shall be entitled to an additional three (3) days, if requested. Personal necessity leave may be used to supplement this leave. These days may be used nonconsecutively within three (3) months from the date of the occurrence. Bereavement leave may be granted past three (3) months by the Superintendent or designee if requested and shall not be denied arbitrarily or capriciously. Bereavement leave shall be granted to members for events that take place during the member's work year and when the member is employed during the summer.

18.2 JURY DUTY

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee full pay and the employee shall remit to the District the pay for jury duty. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which, any employee in the bargaining unit who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

18.3 ABSENCE IN RESPONSE TO A COURT SUBPOENA

If a member of the bargaining unit is necessarily absent from work in attendance at a trial, hearing, or other legal proceeding in response to an official order from the government jurisdiction, or to appear before a grand jury, or in a criminal or civil case before a United States Court or a Court of California, no deductions will be made from the employee's salary on account of such absence, provided that in any case in which a fee is paid to the employee, such fee shall be deducted from the normal salary due to the employee for the period of absence provided further, that the subpoena is related to an employment matter with the District.

18.4 MILITARY LEAVE

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercises of military leave.

18.5 SICK LEAVE

- 18.5.1 Leave of absence for illness or injury for a full fiscal year: A bargaining unit employee employed five (5) days a week shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days the employee is not required to render service to the District, with full pay for a fiscal year of service. When a state of emergency is declared by the Governor, President, or the District's Board of Trustee, CSEA shall retain the right to negotiate additional sick leave.
- 18.5.2 A bargaining unit employee employed five (5) days a week, who is employed for less than a full fiscal year is entitled to the proportion of twelve (12) days leave of absence for illness or injury as the number of months the employee is employed bears to twelve (12).
- 18.5.3 A bargaining unit employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days the employee is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this, and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 18.5.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 18.5.5 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of service with the District. Employees who are terminated and have taken sick leave not yet earned shall have that amount deducted from their final warrant.
- 18.5.6 A pregnant unit member may use up to eight (8) consecutive calendar weeks of sick leave for pregnancy disability, not to include winter or spring break. The eight (8) weeks are based on the presumption that the unit member is unable to work two (2) calendar weeks before expected delivery and six (6) calendar weeks after expected delivery. If the actual period of disability is verified by the employee's physician to be greater than presumed, additional sick leave may be utilized.

18.5.7 Child Bonding Leave is leave taken for the birth of a child of the employee or the placement of a child with the employee for adoption or foster care. Each eligible parent is entitled to 12 workweeks of child bonding leave regardless of marital status. An employee is limited to one 12-week period per 12-month period, and if it overlaps with the new fiscal year, only the remainder may be used.

18.5.7.1 The 12-week period for Child Bonding Leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of child bonding leave pursuant to Section 12945.2 of the Government Code.

18.5.7.2 If an employee does not have 12 workweeks of sick leave but wants to take 12 workweeks of child bonding leave, he or she may receive 50% pay for the remainder of the 12 workweeks of child bonding leave.

18.5.8 Child Rearing Leave is leave without pay granted upon termination of Child Bonding Leave pursuant to Section 18.5.7 arising from the birth of an employee's child or for the adoption of a child pursuant to the provisions of the California Family Leave Act.

18.5.8.1 The District may grant child rearing leaves up to one (1) year in length. At the conclusion of the leave, the unit member shall be returned to the same assignment held prior to the leave.

18.5.8.2 The unit member shall file a written request for child rearing leave with the Personnel Office at least 30 days prior to the beginning of the requested leave. The written request shall include the length of leave requested. The unit member must provide written notice of intent to return to duty at least 30 days prior to the end of the leave, or submit a resignation from employment.

18.5.9 Sick Leave Donation Program - Permanent unit members who are experiencing long-term or catastrophic illness, and have exhausted fully-paid sick leave, vacation pay, compensatory time, or any other district-paid leaves, may request direct donations of accumulated, unused sick leave from permanent employees of the District.

18.5.9.1 Unit members wishing to solicit donations of sick leave shall provide the Superintendent or designee with a written request to participate in the program. The request may include a description of the illness necessitating the donation, and an estimate of the time period required for recovery. A verification of the information in the request from the unit member's physician shall be attached, including an estimated time period required for recovery. Family members or Association representatives may draft a request in cases where illness prevents the unit member from completing a request. Illness

associated with normal, uncomplicated pregnancy and delivery shall not constitute a long-term illness for the purposes of this program. Unit members who have exhausted accumulated sick leave due to an industrial injury may participate in this program only with the mutual consent of the District and the Association.

- 18.5.9.2 The District shall publish and post a request for donation notice at each District work site. The notice shall specify a window period for receipt of donations of fifteen (15) work days from the date the notice is published. The notice shall include the name of the affected unit member and the nature of their illness only if verbal authorization is received directly from the unit member. As an alternative to the posted request procedure, a unit member may notify the District of unit members/employees who have offered to donate sick leave to them and the District will verify the information, and transfer the sick leave pursuant to program guidelines and restrictions.
- 18.5.9.3 Employees may donate up to a maximum equivalent of five (5) days of sick leave for the affected unit member. Classified employees may donate sick leave to other classified employees in hourly increments. Classified employees may donate sick leave to certificated employees in not less than four (4) hour increments. Certificated employees may donate sick leave to classified employees in not less than one-half (0.5) day increments. Employees may not donate sick leave if, as a result of the donation, their balance of accumulated sick leave falls below the equivalent of fifteen (15) days. Donations of sick leave shall be submitted to the District Personnel Office on a form provided by the District. Unit members may receive up to a maximum equivalent of one hundred (100) days of donated sick leave. Donations shall be transferred to the leave balance of the unit member requesting the donation on an hour-for-hour, day-for-day basis, regardless of the classification/salary of employees donating and receiving donations. The District shall provide employees donating leave with a verification of sick leave hours transferred to the affected unit member. Any donated sick leave not utilized by the affected unit member at the conclusion of the illness shall be returned to the sick leave balance of the employees who provided donations on a prorated basis.
- 18.5.9.4 Donated days of sick leave shall be treated as regular, accumulated sick leave for affected unit members pursuant to collective bargaining agreements and Board Policy governing the use of sick leave. However, it is the intent of the parties that the sick leave donation program serves as a safety net for unit members experiencing long term or catastrophic illness as

opposed to frequent day-to-day absences. Donated days of sick leave shall be utilized prior to, but not in addition to the use of extended illness provision as detailed in Section 17.7. Donated sick days may not be used for personal necessity pursuant to Section 17.9.

18.5.9.5 California Public Employees Retirement System (CalPERS) guidelines allow classified employees who entered the CalPERS system to earn additional service credit for unused, accumulated sick leave balances present at the time of retirement.

18.5.10 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 the employee's position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months as stated in California Education Code 45192.

18.5.11 Sick Leave Verification - The Superintendent or designee may require a physician's certification if a unit member is absent for five (5) or more consecutive days stating either: a) the unit member is unable to perform duties and should remain on leave; b) the unit member was unable to perform duties but now may return to duty. If the employee is not covered by medical insurance, the certification may be provided by a District-provided physician.

For any illness or accident that extends beyond accrued and donated sick leave, the District may require a District-paid comprehensive medical review by its chosen physician. Should the opinion of the District chosen physician differ from the employee's personal physician, the unit member may select a neutral physician from a mutually developed list (by CSEA and the District). The costs for this examination, if necessary, shall be done by the District.

18.5.12 In addition to the leave provided in 18.9, unit members may utilize accrued sick leave to attend to the needs of a child, spouse's child, grandchild, spouse, parent, grandparent, or registered domestic partner who is experiencing a serious, potentially terminal illness. Unit members who wish to utilize sick leave for this purpose must submit a written request to the Superintendent or designee. The request must include written verification of the child's/spouse's or registered domestic partner's physical condition from an attending physician. Unit members who have exhausted all accrued sick leave may access the sick leave donation program to attend to the needs of a seriously ill child/spouse's child/spouse or registered domestic partner.

18.6 INDUSTRIAL ACCIDENT

Bargaining unit employees shall be entitled to the following benefits:

- 18.6.1 A permanent employee suffering an injury or illness arising out of and in course and scope of the employee's employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year. When leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 18.6.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage of the day.
- 18.6.3 The sixty (60) day industrial accident or illness is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may be used.
- 18.6.4 Anytime, with a physician's certificate, an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in the employee's position without loss of pay or benefits.

18.7 ENTITLEMENT TO OTHER SICK LEAVE

- 18.7.1 When a unit member is absent from duties on account of an illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the unit member's salary shall be 50% (fifty percent) of the pay or the amount actually paid to the substitute to fill the position, whichever amount is lesser. The payment provided for under this section shall be in addition to any other paid leave provided under this article. The five (5) month period shall begin after all accrued sick leave has been fully utilized.
- 18.7.2 Individual unit members subject to a non-industrial accident or illness that causes absence for more than the period covered by the use of accrued leave, donated leave and the five (5) month differential leave will be considered for an additional six (6) months of non-paid leave upon application to the District Personnel Office and confirmation by the District of the extended period of illness.

18.8 BREAK IN SERVICE

- 18.8.1 No absence under paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 18.8.2 No absence under unpaid leave provisions will accrue seniority for the purposes of layoff under this Agreement. Employees on unpaid leave of absence in excess of thirty (30) calendar days shall pay premiums for fringe benefits during the period of the absence.

- 18.8.3 Upon return from an unpaid leave of absence, the employee will return to the position held prior to the leave. If the position has been eliminated, then the employee will take a comparable position, or in the event there is no longer a vacant position, displace the least senior person in that position.

18.9 PERSONAL NECESSITY LEAVE

- 18.9.1 At the election of the unit member, up to ten (10) days of accrued sick leave per year may be used in cases of personal necessity.
- 18.9.2 Unit members are required to provide written notification prior to taking the leave, using the appropriate form except in the following emergencies:
- 18.9.2.1 Death or serious illness/hospitalization of a member of the immediate family, as defined in 18.1.
- 18.9.2.2 Accident, involving the person or property, or the person or property of a unit member's immediate family, as defined in 18.1.
- 18.9.3 This leave may be used only for matters of reasonable personal necessity that cannot be rescheduled to non-work time by the employee. This specifically excludes the use of personal necessity leave for vacations, voluntary travel, or to extend District holiday periods.
- 18.9.4 Use of personal necessity leave for two (2) consecutive days or less does not require prior approval, only prior written notification to the principal.
- 18.9.5 Any request for personal necessity leave in excess of two consecutive days, or a request for personal necessity leave combined with any other leave, must be approved in writing by the Superintendent or designee. The written leave request must include a statement of the reason for the leave.
- 18.9.6 Provided advanced notice is given by the employee to the supervisor, personal necessity leave may be taken for appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

18.10 GENERAL LEAVES

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the Board and to the employee. Employees shall not be denied this leave for arbitrary or capricious reasons. Such leave shall not be used to seek other employment unless the unit member has received a notice of intent to reduce their hours or abolish their position.

18.11 FAMILY LEAVE ACT

The parties agree that the provisions of the Family Medical and Leave Act and the California Family Rights Act will encompass all permanent employees in the bargaining unit regardless of full- or part-time status or number of hours worked.

18.12 CHILD REARING LEAVE

18.12.1 Child rearing leave is leave without pay granted upon the termination of sick leave arising from pregnancy pursuant to section 18.5.6, or for the adoption of a child pursuant to the provisions of the California Family Leave Act.

18.12.2 The District may grant child rearing leaves of up to one (1) year in length. At the conclusion of the leave, the unit member shall be returned to the same assignment held prior to the leave.

18.12.3 The unit member shall file a written request for child rearing leave with the Personnel Office at least 30 days prior to the beginning of the requested leave. The written request shall include the length of leave requested. The unit member must provide written notice of intent to return to duty at least 30 days prior to the end of the leave, or submit a resignation from employment.

ARTICLE 19 **CONTRACTING OUT**

The District agrees that it will not contract out work which has been customarily and routinely performed by bargaining unit members unless contracting is required by the California Education code or Public Contract Code.

ARTICLE 20 **SUPPORT OF AGREEMENT**

20.1 SUPPORT

20.1.1 This Agreement shall supersede any rules, regulations, or practices of the Board of Trustees which are or may, during its term, be contrary to or inconsistent with its provisions.

20.1.2 The provisions of the Agreement shall not be interpreted or applied in a manner which is arbitrary or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

20.1.3 The District and the Association will support this Agreement and will make no effort to change it during its term, except as required by Article 3543.7 of the Government Code.

20.1.4 Changes in District policy relating to scope as defined in 3543.2 shall be by mutual consent of the Association and the District.

20.1.5 The District and the Association recognize the duty and obligation of their representatives to comply with the provisions of this Agreement. Therefore, it is agreed that there will not be a strike or lockout during the term of this Agreement.

20.1.6 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, or the Public Employment Relations Board (PERB), such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Changes required by legislation or decision of PERB will be renegotiated along with items included in the reopener clause of this contract.

ARTICLE 21 **NEGOTIATIONS**

21.1 NEGOTIATIONS

21.1.1 Both parties may reopen negotiations on Article 11 - Pay and Allowances, 15 - Health and Welfare Benefits and 22 - Classification/ Reclassification in 2022-23, 2023-24, and 2024-25. Both parties may reopen negotiations on one (1) additional non-compensation article in 2023-24, and two (2) additional non-compensation articles in 2024-25; during these years, the parties may reopen additional articles by mutual agreement.

21.1.2 Proposals regarding negotiations on a successor agreement shall be submitted in sufficient time to begin negotiations before the expiration of the Agreement.

21.1.3 The other terms and conditions of this Agreement will remain in full force and effect during the negotiations.

21.1.4 When the parties mutually agree additional articles beyond those mentioned in 21.1.1 above, may be opened for negotiations in each year of the agreement.

ARTICLE 22 **CLASSIFICATION/RECLASSIFICATION**

22.1 PLACEMENT IN CLASS

Every bargaining unit position shall be placed in a class.

22.2 RECLASSIFICATION

22.2.1 Either party may propose a reclassification at any time during the life of this Agreement for any position. When the duties being performed by a unit member are found to be inconsistent with the duties officially assigned to the person's position, the position shall be considered for

reclassification. Reclassification shall take place when the contract is open or by mutual consent of District and Association.

- 22.2.2 The parties have established four (4) criteria for evaluating reclassification and salary adjustment proposals. They include internal comparisons between classifications within the District, external comparisons between similar classifications in comparable districts, a change in duties of the classification involving increased complexity or responsibility, and the total cost of implementation of the reclassification agreement.
- 22.2.3 The parties have agreed to jointly conduct a bi-annual salary survey of comparable districts in Ventura County to provide data for external comparisons. CSEA will hold a reclassification orientation meeting each year to provide their membership with information on the evaluation criteria contained in 22.2.2 and the process for submitting reclassification proposals.

ARTICLE 23

JOB STEWARDS

23.1 PURPOSE

CSEA shall have the right to designate stewards from among unit members for the purpose of representing unit members in settling problems at the lowest level.

23.2 SELECTION

CSEA shall designate up to fifteen (15) unit members to serve as stewards. CSEA shall notify the District in writing of the names of the stewards selected no later than thirty (30) days following the signing of this Agreement. If a subsequent change is made in the appointment of a steward, the District shall be advised in writing of such change.

23.3 RELEASE TIME

- 23.3.1 The District will provide release time to a designated job steward for representing unit members in matters related to grievances or discipline.
- 23.3.2 After providing notice to the supervisor, the job steward shall be permitted to leave the normal work assignment in order to assist in representation of a unit member with management related to grievances or discipline.
- 23.3.3 Whenever practical, investigations by the job steward related to grievances or discipline shall occur outside the job steward's and the unit member's normal work hours. If an issue of representation related to a grievance or discipline requires an on-the-job investigation, reasonable release time will be provided with notification of immediate supervisor
- 23.3.4 Only one (1) job steward will be provided release time for any individual issue. The District shall also provide two (2) release opportunities for a steward in training to observe a formal grievance and disciplinary meeting.

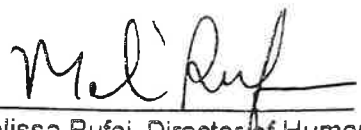
ARTICLE 24
DURATION

LENGTH OF AGREEMENT


The Agreement shall become effective on July 1, 2022, and shall continue in effect to and including June 30, 2025, and from year to year thereafter unless alteration or amendment is requested in writing in accordance with the Negotiations Article. Signed and entered into this on 8th day of May 2023.

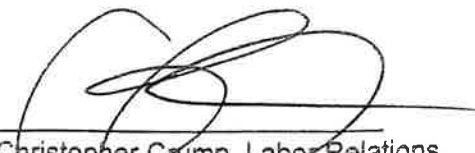
For the District

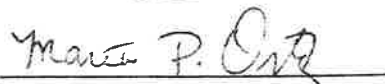

Dr. Carlos Dominguez,
Deputy Superintendent


Melissa Rufai, Director of Human
Resources

For CSEA:



Cinthya Fitzgerald, President, Chapter 272


Christopher Crump, Labor Relations
Representative


Maria Ortiz, Negotiations Team Member


Jesus Ayala II, Negotiations Team Member


Fox Beam, Negotiations Team Member


Judy Awa, Negotiations Team Member


Jose Ortega, Negotiations Team Member


Jose Quiroz, Negotiations Team Member


Maribel Magaleno, Negotiations Team Member

APPENDIX A

BARGAINING UNIT CLASSIFICATION

The bargaining unit for which this Agreement consists of the following classifications:

SECRETARIAL/CLERICAL

F.O.T. Secretary
Health Clerk
Library Clerk
Educational Services Technician
Migrant Clerical & Statistical Assistant -
(Position was eliminated)
Parent Support/Clerical Assistant
Receptionist - Secretary
School Clerk/Clerk Typist
School Office Manager
School Office Manager - Junior High
Senior Secretary I
Senior Secretary II

ACCOUNTING/FISCAL/OTHER

Account Clerk II
Account Clerk I/II – (Position was suspended)
Accounting Specialist
Food Service Technician
Payroll Clerk
Personnel Clerk
Personnel/Benefits Technician
Purchasing Technician

CUSTODIAL/GROUNDS

Custodian
Head Custodian
Head Custodian - Junior High
Groundskeeper
Equipment Operator

INSTRUCTIONAL

Paraprofessional
Paraprofessional/ Bilingual
Paraprofessional/ Physically Handicapped
Paraprofessional/Special Education
Early Learning Preschool Specialist -
(Position was suspended)
Registered Behavior Technician
School Occupational Therapist

FOOD SERVICE

Food Service Manager
Food Service Manager - Jr. High
Food Service Cashier
Food Service Clerk
Food Service Worker I
Food Service Worker II

FACILITIES, OPERATIONS & TRANSPORTATION

Bus Driver
Bus Driver/Maintenance Worker I – (Position was suspended)
Bus Driver/Dispatcher – (Position was suspended)
Dispatcher
Maintenance Worker I
Maintenance Worker II
Mechanic I
Minibus Driver
Special Education Driver – (Position was suspended)
Warehouse Technician I/Delivery Driver
Warehouse Technician

INFORMATION TECHNOLOGY

IT Support Tech I
IT Support Tech II
Data Entry & Assessment Clerk
Database Technician

MISCELLANEOUS

Copy Clerk
Entry Level Translator
Family Resource Center Coordinator– (Position was suspended)
Campus Assistant

APPENDIX B

POSITIONS EXCLUDED FROM THE BARGAINING UNIT

MANAGEMENT EMPLOYEES

Assistant Director, Facilities, Operations and Transportation
Senior Director, Facilities, Operations and Transportation
Chief Business Official (CBO)
Director of Finance
Director of Food Services
Director of Personnel Services
Director, Technology Systems

CONFIDENTIAL EMPLOYEES

Executive Assistant to the Superintendent
Executive Secretary, Human Resources

APPENDIX C

ANNUAL PER CAPITA DUES

The per capita dues of the State Association shall be assessed at the rate of 1.5% of the first \$3,150 of the monthly gross salary (exclusive of overtime, but including longevity, professional growth, and anniversary increments), but shall not exceed a maximum assessment of \$472.50 annually. The maximum monthly assessment will be \$47.25.

The monthly deduction shall commence in September of each year and continue through the following June, or until a maximum of \$472.50 has been deducted during said ten (10) month period.

Chapter dues shall be \$4.00 per month, but shall not exceed \$40.00 annually.

The preceding dues structure is subject to change by adoption of the CSEA conference delegates and the members of the local chapter.

This provision is binding on the District only to the extent that the District has been kept abreast of any changes to the dues structure by the Association or the Chapter, and to the extent the District has the capability of processing the dues through the County payroll system.



**HUENEME ELEMENTARY SCHOOL DISTRICT
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION**

Last Name First Name Initial Job Classification Location

Rating Period

- ☐ 1st Probationary Report
☐ 2nd Probationary Report

- ☐ Biannual Report
☐ Continuation From Prior Year

	Not Meeting Standards	Improvement Needed	Meets Standards	Exceeds Standards
Work Skills and Knowledge The employee possesses the skills and knowledge necessary to successfully complete required duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accuracy and Quality Work The employee's work is consistently accurate, with an acceptable number of errors. The quality of work contributes to the successful performance of the school/department	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Volume of Acceptable Work The employee completes assigned tasks, duties and deadlines in an acceptable manner within the required work schedule.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work Relationships with Staff and the Public The employee works cooperatively with other staff members and the public. The employee uses appropriate strategies in addressing potential conflicts with other staff members and the public.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work Relationships with Supervisor(s) The employee accepts direction and modifies or improves work tasks and duties accordingly. The employee communicates with the supervisor in an appropriate and professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attendance/Observance of Work Hours The employee's attendance is within acceptable standards, and contributes to the continuity of the work environment. The employee consistently observes his/her required work schedule. (An employee's attendance rating shall not reflect use of District approved leaves.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

To be completed ONLY for the 2nd Probationary Evaluation

- ☐ Recommend the probationer be granted PERMANENT status.
☐ Recommend the probationary period be EXTENDED.
☐ Recommend the employee be rejected for FUTURE employment.

Evaluator's Signature _____ Date _____

Employee's Signature _____ Date _____
(The employee has the right to write a rebuttal to this evaluation and have it attached)

HUENEME ELEMENTARY SCHOOL DISTRICT

EVALUATION IMPROVEMENT PLAN [Addendum to Employee Performance Evaluation Report]

This form must be completed when the Unit member's evaluation includes a "Needs Improvement" or "Not Meeting Standards" rating."

Unit Member Name _____

Specific Area(s) in which the unit member does not meet job expectations: (please list and be specific)

Improvement Plan: (Evaluator's plan should include specific things that a unit member can do to improve their performance.)

Improvement Plan received and discussed with unit member by evaluator on:

Date

Signature of Evaluator

I received this improvement plan & it was discussed with me.

Date

Signature of Unit Member

(I understand that my signature does not indicate agreement with the content of the performance evaluation or of this plan.)

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION - HUENEME
CHAPTER #273 - GRIEVANCE FORM - LEVEL I**

LEVEL I: Must be submitted to Principal or immediate supervisor within 30 working days of the act giving rise to the grievance

GRIEVANT NAME: _____ **WORK LOCATION:** _____

DATE CAUSE OF GRIEVANCE OCCURRED: _____

STATEMENT OF GRIEVANCE (Please provide clear, concise statement of the grievance and the circumstances involved):

SPECIFIC SECTION OF CONTRACT ALLEGED TO HAVE BEEN VIOLATED (Please be specific):

REMEDY SOUGHT:

DATE FILED: _____ **GRIEVANT SIGNATURE:** _____

PRINCIPAL/IMMEDIATE SUPERVISOR'S RESPONSE:

SIGNATURE: _____

Principal/Supervisor's Name

DATE: _____

Upon completion, principal/immediate supervisor shall return original to employee, retain a copy, and forward copies to the Associate Superintendent, Administrative Services: CSEA Grievance Chair; and CSEA Association President

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION - HUENEME
CHAPTER #273 - GRIEVANCE FORM - LEVEL II**

LEVEL II: If the grievant is not satisfied with the decision at Level I, the decision may be appealed within ten (10) workdays to the Superintendent or designee.

GRIEVANT NAME: _____ **WORK LOCATION:** _____

DATE CAUSE OF GRIEVANCE OCCURRED: _____

STATEMENT OF APPEAL: (Please provide clear, concise statement of the reason for appeal of the Level I grievance response. Please attach original Level I grievance and response.):

SPECIFIC SECTION OF CONTRACT ALLEGED TO HAVE BEEN VIOLATED (Please be specific):

REMEDY SOUGHT:

DATE FILED: _____ **GRIEVANT SIGNATURE:** _____

Upon completion of this section, employee shall present original, all copies and attachments to the Superintendent or designee.

SUPERINTENDENT/DESIGNEE RESPONSE:

DATE: _____ **SIGNATURE:** _____

Upon completion of this section, the Superintendent or designee shall return original to employee, retain a copy, and forward copies to the Associate Superintendent, Administrative Services; CSEA President; and CSEA Grievance Chairperson.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION - HUENEME
CHAPTER #273 - GRIEVANCE FORM - LEVEL III**

LEVEL III: If the employee is not satisfied with the decision at Level II, employee may appeal within ten (10) workdays to the CSEA Chapter 273 with a request for Arbitration of the Issue.

GRIEVANT NAME: _____ **WORK LOCATION:** _____

DATE CAUSE OF GRIEVANCE OCCURRED: _____

STATEMENT OF APPEAL: (Please provide clear, concise statement of the reason for appeal of the Level II grievance response. Please attach original Level I & II grievances and responses.):

SPECIFIC SECTION OF CONTRACT ALLEGED TO HAVE BEEN VIOLATED (Please be specific):

REMEDY SOUGHT:

DATE FILED: _____ **GRIEVANT SIGNATURE:** _____

Upon completion of this section, employee shall present original, all copies and attachments to the CSEA Chapter 273 President for consideration of Appeal to Arbitration. Should the appeal be declined by the Chapter, the Chapter President shall provide this copy to the employee, with a copy of CSEA Policy 606 and refer the employee to the CSEA Labor Relations Representative for the Chapter.

HUENEME ELEMENTARY SCHOOL DISTRICT - 2023-24 CLASSIFIED SALARY SCHEDULE

(Rev. 06/23)	POSITION	RANGE	1	2	3	4	5
	CAMPUS ASSISTANT	(007)	19.23 3333	20.22 3505	21.23 3680	22.34 3873	23.42 4060
	FOOD SERVICE WORKER I	(008)	19.68 3412	20.74 3595	21.76 3772	22.92 3972	24.02 4163
	FOOD SERVICE WORKER II	(009)	20.22 3505	21.23 3680	22.34 3873	23.42 4060	24.62 4268
	FOOD SERVICE CASHIER, PARAPROFESSIONAL	(010)	20.74 3595	21.76 3772	22.92 3972	24.02 4163	25.26 4378
	BILINGUAL PARAPROFESSIONAL, PARAPROFESSIONAL/PHYSICALLY HANDICAPPED	(011)	21.23 3680	22.34 3873	23.42 4060	24.62 4268	25.86 4482
	PARAPROFESSIONAL/SPECIAL EDUCATION	(012)	21.76 3772	22.92 3972	24.02 4163	25.26 4378	26.49 4591
	FOOD SERVICE CLERK, LIBRARY CLERK, SPECIAL EDUCATION DRIVER	(013)	22.34 3873	23.42 4060	24.62 4268	25.86 4482	27.18 4711
	HEALTH CLERK	(014)	22.92 3972	24.02 4163	25.26 4378	26.49 4591	27.86 4829
	CUSTODIAN, ENTRY LEVEL TRANSLATOR, RECEPTIONIST/SECRETARY, REGISTERED BEHAVIORAL INTERVENTION TECHNICIAN, SCHOOL CLERK/CLERK TYPIST	(015)	23.42 4060	24.62 4268	25.86 4482	27.18 4711	28.56 4951
	FOOD SERVICE MANAGER, GROUNDSKEEPER	(016)	24.02 4163	25.26 4378	26.49 4591	27.86 4829	29.25 5070
	DATA ENTRY & ASSESSMENT CLERK, EQUIPMENT OPERATOR, EDUCATIONAL SERVICES TECHNICIAN	(017)	24.62 4268	25.86 4482	27.18 4711	28.56 4951	30.01 5201
	HEAD CUSTODIAN, JR. HIGH FOOD SERVICE MANAGER, PERSONNEL CLERK	(018)	25.26 4378	26.49 4591	27.86 4829	29.25 5070	30.71 5323
	JR HIGH HEAD CUSTODIAN	(019)	25.86 4482	27.18 4711	28.56 4951	30.01 5201	31.49 5459
	BUS DRIVER, COPY CLERK, MINI-BUS DRIVER, EARLY LEARNING PRESCHOOL SPECIALIST, SCHOOL OFFICE MANAGER	(020)	26.49 4591	27.86 4829	29.25 5070	30.71 5323	32.24 5589
	DISPATCHER, SCHOOL OFFICE MANAGER/JUNIOR HIGH	(021)	27.18 4711	28.56 4951	30.01 5201	31.49 5459	33.06 5731
	MAINTENANCE WORKER I, BUS DRIVER/MAINTENANCE WORKER I, WAREHOUSE TECHNICIAN I/DELIVERY DRIVER	(022)	27.86 4829	29.25 5070	30.71 5323	32.24 5589	33.88 5872
	ACCOUNT CLERK II, FOOD SERVICES TECHNICIAN, F.O.T. SECRETARY, PARENT SUPPORT/CLERICAL ASSISTANT, PAYROLL CLERK, SENIOR SECRETARY I, SENIOR SECRETARY I - BILINGUAL/BILITERATE, WAREHOUSE TECHNICIAN	(023)	28.56 4951	30.01 5201	31.49 5459	33.06 5731	34.71 6017
	MAINTENANCE WORKER II	(025)	30.01 5201	31.49 5459	33.06 5731	34.71 6017	36.44 6316
	MECHANIC I	(026)	30.71 5323	32.24 5589	33.88 5872	35.56 6164	37.34 6473
	SENIOR SECRETARY II	(028)	32.24 5589	33.88 5872	35.56 6164	37.34 6473	39.21 6796
	IT SUPPORT TECHNICIAN I	(029)	33.06 5731	34.71 6017	36.44 6316	38.27 6634	40.17 6962
	PURCHASING TECHNICIAN	(030)	33.88 5872	35.56 6164	37.34 6473	39.21 6796	41.16 7134
	ACCOUNTING SPECIALIST, DATABASE TECHNICIAN, PERSONNEL/BENEFITS TECHNICIAN	(032)	35.56 6164	37.34 6473	39.21 6796	41.16 7134	43.20 7487
	IT SUPPORT TECHNICIAN II	(035)	38.27 6634	40.17 6962	42.19 7312	44.29 7676	46.50 8060
	SCHOOL OCCUPATIONAL THERAPIST	(048)	52.65 9125	55.28 9581	58.01 10055	60.95 10565	64.01 11094

ANNUAL CONTRACTS (less than 12 months) will be computed on a days worked basis.

LONGEVITY INCREMENTS per month per FTE:		Per Month	Per Hour
6 through 10 years of continuous service - 3.70% Range 28 Step 5		(\$251.45)	(\$1.45)
11 through 15 years of continuous service - 4.20% Range 28 Step 5		(\$285.43)	(\$1.65)
16 through 20 years of continuous service - 5.20% Range 28 Step 5		(\$353.39)	(\$2.04)
20 through 25 years of continuous service - 5.70% Range 28 Step 5		(\$387.37)	(\$2.23)
26 years to retirement - 6.20% Range 28 Step 5		(\$421.35)	(\$2.43)

The 2022-23 Classified Salary Schedule was increased 11% of which 10% was retroactive to July 1, 2022. The remaining 1% was effective January 1, 2023.

Salary Calculations: 12-Month positions are calculated based upon the monthly rate on the salary schedule (part-time 12-month position will be prorated).
10-Month and 11-Month positions are calculated based upon the hourly rate (annual salary = hourly rate x hours worked x contracted work days).

**HUENEME ELEMENTARY SCHOOL DISTRICT
2023-24 CLASSIFIED CALENDAR**

01/2023

() Legal Holiday * Student Holiday Local Holiday

	MON	TUES	WED	THURS	FRI		
JULY	3	(4)	5	6	7	<u>July 3</u> – LAST DAY FOR: Dispatcher	HOLIDAY July 4
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28		
	31						
AUGUST		1	2	3	4	<u>August 7</u> - REPORT: Dispatcher	
	7	8	9	10	11	<u>August 9</u> - REPORT: School Office Manager, Library Clerk, Bus Driver, Bus Driver/Maintenance Worker	
	14	15	16	17	18		
	21	22	23	24	25	<u>August 15</u> - REPORT: School Office Clerk, Health Clerk	
	28	29	30	31		<u>August 22</u> - REPORT: All School Session Employees - First Day of Instruction	
SEPTEMBER							HOLIDAY
	(4)	5	6	7	8		September 4
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29		
OCTOBER							
	2	3	4	5	6	<u>October 9</u> – STAFF DEVELOPMENT – Buy Back Day #1 (Office Managers, 11 & 12-Month Employees Contracted to Work)	
	*9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		
	30	31					
NOVEMBER							HOLIDAY
	6	7	*1	2	3	<u>November 1</u> – STAFF DEVELOPMENT – Buy Back Day #2 (Office Managers, 11 & 12 Month Employees Contracted to work)	November 10
	13	14	8	9	(10)		
	*20	*21	*22	(23)	(24)	<u>November 20-22</u> – Work Day for Only 11 & 12 Month Employees	November 23
	27	28	29	30			November 24
DECEMBER							HOLIDAY
	4	5	6	7	8	<u>December 21st – 29th Winter Recess</u> – 11 & 12 Mo. Employees Contracted to work except for Holidays (12/21, 22, 25, 29 & Jan 1)	December 21
	11	12	13	14	15		December 22
	18	19	20	(*21)	(*22)		December 25
	(*25)	*26	*27	*28	(*29)		December 29
JANUARY							HOLIDAY
	(*1)	*2	*3	*4	*5	<u>January 1st – 5th Winter Recess</u> – 11 & 12 Mo. Employees Contracted to Work - Except for Holiday January 1 st .	January 1
	*8	9	10	11	12	<u>January 8</u> – STAFF DEVELOPMENT – Buy Back Day #3 (Office Managers, 11 & 12-Month Employees Contracted to Work)	January 15
	(15)	16	17	18	19		
	22	23	24	25	26		
	29	30	31				
FEBRUARY							HOLIDAY
	5	6	7	1	2		February 16
	12	13	14	8	9		February 19
	(19)	20	21	15	(16)		
	26	27	28	22	23		
MARCH							
	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29		
APRIL							
	*1	*2	*3	*4	*5	<u>April 1 - 12 / Spring Recess</u> – 12 Month Employees contracted to work Spring Recess. 11-Month Employees work 1 (one) week of Spring Recess	
	*8	*9	*10	*11	*12		
	15	16	17	18	19		
	22	23	24	25	26		
	29	30					
MAY							HOLIDAY
	6	7	1	2	3		May 27
	13	14	8	9	10		
	20	21	15	16	17		
	(27)	22	23	24	25		
JUNE							HOLIDAY
	3	4	5	6	7	<u>June 18</u> - LAST DAY FOR ALL School Session Employees, Food Service Employees, ALL Paraprofessionals, Mini-Bus Drivers, Occupational Therapists, Campus Assistants	June 19
	10	11	12	13	14	<u>June 26</u> - LAST DAY FOR School Office Manager, School Clerk, Library Clerk, Bus Driver, Bus Driver/Maintenance Worker I, Health Clerk - ALL 10-Month Employees	
	17	18	(19)	20	21		
	24	25	26	27	28		

LIST OF CLASSIFICATIONS BY WORK DAYS

SCHOOL SESSION - 180 DAYS Campus Assistant Custodian (Nutrition Program) Data Entry & Assessment Clerk Entry Level Translator Food Service Manager Food Service Manager – JH Food Service Cashier Food Service Worker I Food Service Worker II Mini Bus Driver Paraprofessional Paraprofessional/Bilingual Paraprofessional/Phys. Hand. Paraprofessional/Special Ed Registered Behavior Technician School Occupational Therapist	SCHOOL SESSION +10 - 190 DAYS Health Clerk School Clerk/Clerk Typist	10-MONTH - 194 DAYS Bus Driver Library Clerk
10-MONTH + 3 – 197 DAYS School Office Manager School Office Manager JH	11-MONTH – 217 DAYS Dispatcher	12-MONTH EMPLOYEES Account Clerk II Accounting Specialist Computer Network Technician Copy Clerk Custodian Database Technician Educational Services Technician Equipment Operator Food Service Clerk Food Service Technician Groundskeeper Head Custodian Head Custodian – JH FOT Secretary Maintenance Worker I Maintenance Worker II Mechanic I Parent Support/Clerical Asst. Payroll Clerk PC Technician Personnel Clerk Personnel/Benefits Technician Purchasing Technician Receptionist/Secretary Senior Secretary I Senior Secretary II Warehouse Tech I/Delivery Driver Warehouse Technician



**HUENEME ELEMENTARY SCHOOL DISTRICT
CLASSIFIED PERSONNEL REQUEST FOR LEAVE**

APPENDIX I

Name : _____		Today's Date: _____	
School/Work Site: _____		Signature: _____	

Leave Requested (check one) <input type="checkbox"/> Sick Leave <input type="checkbox"/> Vacation** <input type="checkbox"/> School Business <input type="checkbox"/> Bereavement <input type="checkbox"/> Jury Duty <input type="checkbox"/> Compensatory <input type="checkbox"/> Unpaid Leave <input type="checkbox"/> CSEA Leave	Date(s) of Leave: _____ * No. of Hours _____ * Time _____ * No. of Hours _____ * Time _____ * No. of Hours _____ * Time _____ * No. of Hours _____ * Time _____ * No. of Hours _____ * Time _____ * No. of Hours _____ * Time _____ * No. of Hours _____ * Time _____ * No. of Hours _____ * Time _____ * Provide number of hours and time of requested leave only for leave requests of less than one full work day. ** Vacation: The employee shall provide the appropriate supervisor with a written request for vacation at least two (2) weeks prior to the intended date(s) of leave, except in exceptional circumstances
---	---

<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Signature of Principal/Supervisor: _____ Date: _____
---	--

<input type="checkbox"/> Emergency Personal Necessity Leave Dates of Leave _____ Hours of Leave _____ Nature of Emergency _____ _____ <input type="checkbox"/> Personal Necessity Leave (Two [2] days or less) Dates of Leave _____ Hours of Leave _____ Signature of Principal/Supervisor: _____ Date: _____	
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<input type="checkbox"/> Personal Necessity Leave (Three [3] days or more) Dates of Requested Leave _____ Hours of Leave _____ Reason for Requested Leave _____ _____ <input type="checkbox"/> Approved <input type="checkbox"/> Denied Signature of Assistant Superintendent: _____ Date: _____	
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Personal Necessity: At the election of the unit member, up to ten (10) days of accrued sick leave per year may be used in cases of personal necessity. Unit members are required to provide written notification (i.e., Request for Leave form) prior to taking the leave, except in the following emergencies:

1. Death or serious illness of a member of the immediate family.
2. Accident involving the person or property, or the person or property of a unit member's immediate family.

Upon return from the emergency Personal Necessity Leave, the Request for Leave form should be submitted, including a brief explanation of the emergency. Personal Necessity Leave may be used only for matters of compelling personal necessity that cannot reasonably be rescheduled to non-work time by the employee. This specifically excludes the use of personal necessity leave for vacations, voluntary travel, or to extend District holiday periods.

Personal Necessity Leave requests for two (2) consecutive days or less requires only prior written notification to the principal or supervisor, using the Request for Leave form.

Any request for personal necessity leave in excess of two (2) consecutive days, or a request for personal necessity leave combined with any other leave, must be approved in writing by the Superintendent, or designee. The written leave request must include a statement of the reason for the leave.

APPENDIX J

SIDE LETTER OF UNDERSTANDING

As a result of the discussion between the CSEA, Chapter #273, and the Hueneme Elementary School District, the following understandings were reached:

1. Any proposed change in a mandatory subject of negotiation at a school site involved in a site-based reform effort will be communicated by the site to District administration, who in turn will bring the topic to the Labor/Management Committee for discussion and subsequent decision.
2. The District will inform all school site principals of the right of classified employees to be selected as a member of a school site council as "other school personnel" according to Education code 52852.
3. Regarding Article 3.1.4, CSEA acknowledges that probationary classified employees terminated prior to completion of the probationary period are not entitled to the same due process rights under the Education Code as permanent classified employees.
4. The District acknowledges concerns raised by CSEA over situations where Paraprofessionals are directed to oversee a classroom of students for significant periods of time when the certificated employee assigned to the class is absent. In the future, the District will take all reasonable steps to prevent these situations from occurring. This does not mean, however, that pending assignment of a certificated employee, a Paraprofessional cannot be asked on occasion to tend to a class of students for a period of time up to 30 minutes, except in exceptional circumstances when a school site experiences a substitute teacher shortage or other unforeseen circumstances. In addition, it is the intention of the District that Paraprofessionals/Special Education, occasionally oversee a special education classroom to allow the special education teacher to schedule and/or conduct I.E.P. meetings.

If, in the opinion of CSEA, there continues to be concerns in this area relative to a particular school or schools, the issue will be brought to the Labor/Management Cooperation Committee for discussion and possible action, which may include a meeting between CSEA representatives, the Superintendent or designee, and the site administrator(s) of the school(s) in question.

5. CSEA and the District have agreed to enter into a Classified Job Share Program during the term of the current agreement. Under the program, two (2) permanent classified employees in the same or reasonably similar classifications would agree to job share one (1) of the positions currently held by the two (2) employees. All salary and benefits of employment would be shared on a pro-rata basis. The position vacated by the job share would be filled with a probationary employee during the first calendar year of the job share.

The two (2) employees wishing to job share must meet to discuss the job share concept with the immediate supervisor, and must submit a written proposal to the Director of Personnel Services which details the job share arrangement. The proposal will be evaluated based upon a reasonable expectation that the job share arrangement will not interfere with the effective and efficient completion of the duties of the position, and will not present a hardship to the District or other employees. The Director of Personnel Services, in cooperation with the immediate supervisor will approve, reject, or suggest revisions to the proposal. If the initial, or revised proposal is approved by the Director of Personnel Services and the immediate supervisor, a specific job share agreement will be drafted by the Personnel Office and approved by the classified employees in question, CSEA, and District administration, and will be submitted to the Governing Board for final approval.

MEMORANDUM OF UNDERSTANDING ABOUT CORONAVIRUS RESPONSE

This memorandum is agreed to between the Hueneme Elementary School District and the California School Employees Association and its Hueneme Chapter #273 (together "CSEA") concerning the District's response to the coronavirus (COVID-19) pandemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for unit members who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

1. Reporting Unsafe Conditions

- a) In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall, within two (2) working days, respond in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.
- b) All employees shall have the right, without retaliation, to decline to perform work reasonably considered to put an employee at risk for contracting COVID-19, by notifying their supervisor in writing of such refusal and the basis therefore. Employees may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).
- c) The District shall establish a protocol for responding to site concerns regarding health and safety issues that arise during the pandemic that is collaborative and meets the needs of all stakeholders.

2. Personal Protective Equipment (PPE)

- a) The District shall provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements. The District shall also implement a plan for an ongoing supply of protective equipment. Employees who request PPE appropriate for their classification shall be provided PPE within one business

day, but in no case shall this clause be interpreted to compel an employee to work without personal protective equipment. If appropriate protective equipment is not available, employees will either be assigned remote work or will not be required to work without being subject to discipline.

b) Employees may provide their own personal protective equipment, but it is not required of employees. Employee-supplied PPE must meet all safety requirements set forth by the Ventura County Public Health Department and the CDC.

c) The District shall ensure sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, paper towels, and no-touch trash cans.

3. Cleaning

a) The District shall establish and maintain a routine “deep-cleaning schedule” in accordance with State guidelines and orders. “Deep-cleaning schedule” is defined as a plan for keeping school facilities at a high level of cleanliness, particularly sanitizing high-touch surfaces.

b) The District agrees to temporary closure and deep-cleaning of sites upon learning that an infected person or person(s) were present at a school site.

c) Appropriate PPE will be provided to custodial staff including masks and gloves appropriate for all surface cleaning and disinfecting. For employees assigned to perform deep cleaning and disinfecting, disposable gowns and eye protection shall be provided in addition to the aforementioned products and any other equipment required by product instructions.

4. Safety Procedures

a) The District agrees to develop a plan that ensures physical distancing among staff in their work environment to reduce the spread of the virus which includes:

- Avoiding the direction of staff congregation/meetings in work environments, break rooms, staff rooms, work rooms, and bathrooms
- Avoiding the direction of grouping staff together for training or staff development when it is possible to conduct virtual or distanced training
- In accordance with Cal/OSHA regulations and guidance, the District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible
- Where possible, the District shall rearrange workspaces to incorporate a minimum of six feet between employees and students/visitors

- If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces
- b) In a circumstance where sufficient physical distancing is difficult or impossible, all individuals must wear face coverings that cover the mouth and nose consistent with public health guidelines. This is to include hallways, walkways, and common areas.
- c) The District shall require face coverings for all students and visitors over the age of two on site in accordance with State health guidelines and orders. This shall include waiting to enter the site and while leaving.
- d) When possible, students and visitors shall be allowed access to District facilities during posted open hours or by appointment, and only, ~~and~~ after they have undergone a screening. Members of the public not conducting official District business shall not be admitted to District facilities for the duration of this agreement except as outlined in Section 4 subsection (e). The District will refuse to admit or allow on site any student, parent, caregiver, visitor, or staff showing symptoms of COVID-19 (reference CDC and CDPH guidelines for COVID-19 symptoms). Exceptions may be made for urgent or unforeseeable emergencies.
- e) The District shall, with the input of non-management classified staff, evaluate whether and to what extent external community organizations can safely utilize the site and campus resources. The District shall also ensure external community organizations that use the facilities also follow the school's health plans and CDPH guidance.

5. Screening

- a) Staff are expected to self-screen prior to leaving for work (check temperature to ensure temperature below 99.5 degrees Fahrenheit, observe for symptoms outlined by public health officials) and to stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.
- b) Employees shall be screened for symptoms as they enter campus consistent with public health guidance, which shall include:
- Asking the employee to confirm that their temperature is less than 99.5 degrees Fahrenheit and to confirm that they have not experienced any symptoms within the last 24 hours
 - Making a visual inspection of the employee for signs of illness, which could include flushed cheeks or fatigue

- Taking the employee's temperature with a non-contact thermometer and confirming and recording a temperature reading below 99.5 degrees Fahrenheit
- c) Screening staff must wear a face covering, face shield and gloves in all instances.
- d) Screening staff shall stand behind a physical barrier such as a glass or plastic window or partition that protects the screener's face.
- e) Temperature checks and questionnaires shall be performed in a confidential manner. Screening records shall be kept confidential and records shall be destroyed after 30 days. Safety screenings and any necessary medical examinations are strictly limited to COVID-19-related information and shall not be used to obtain information regarding other medical conditions.
- f) The parties agree no employee discipline may occur related to screenings results. The parties also agree that screening shall be considered a part of the standard work day. No employee shall be required to be screened prior to their designated start time. Employees who refuse to be screened may be sent home without compensation and may be subject to progressive discipline as outlined in the collective bargaining agreement after multiple instances of refusal.
- g) Staff exhibiting symptoms should be required to immediately wear a face covering and wait in an isolation area until they can be transported home or to a healthcare facility. Appropriate physical distancing should be possible in the event more than one staff member is in an isolation area.
- h) Bargaining unit members shall not be required to respond to screening questions that are not based on CDC recognized symptoms.
- i) Temperature screening duties shall first be offered to bargaining unit members on a voluntary basis. If this does not yield an adequate number of employees who are willing to screen temperatures, this work may be first assigned to a classification with closely related duties (e.g., Health Clerk) prior to assigning other classifications (to be negotiated). Employees who do not volunteer shall not be subject to retaliation and/or discipline.

6. Training

- a) The District agrees to follow the CDE's hygiene training recommendations, which state:
- The District's plan to address hygiene practices to ensure personal health and safety in school facilities and vehicles

- In accordance with CDPH and Cal/OSHA guidance and in consultation with local public health officials, develop a plan for handwashing that includes:
 - Providing opportunities for staff to meet hand washing frequency guidance
 - Ensuring sufficient access to hand washing and sanitizer stations equipped with a fragrance-free hand sanitizer with a minimum of 60% alcohol
 - Training staff on proper hand washing techniques and PPE use
- b) Training and information may be provided to staff on proper use, removal, and washing of cloth face coverings using information based on CDC guidance.
- c) The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:
 - Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPR guidance and Cal/OSHA regulations
 - For staff who use hazardous chemicals for cleaning, specialized training is required
 - Physical distancing of staff and students
 - Symptom screening, including temperature checks
 - Updates to the Injury and Illness Prevention Plan (IIPP)
 - State and local health standards/recommendations

7. Testing and Tracing

- a) The District shall provide documented plans for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19, and shall notify all bargaining unit employees who may have been exposed to COVID-19 at work in accordance with public health guidelines. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

8. Leave

The District shall not contest workers' compensation claims that COVID-19 disease is caused by work exposure for employees who are diagnosed with

COVID-19 by a physician within fourteen (14) days of reporting to work at a District site.

PAID LEAVE ENTITLEMENTS

Up to two weeks (80 hours, or a part-time unit member's two-week equivalent) of paid leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,100 total;
- 2/3 for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reason #5

A part-time unit member is eligible for leave for the number of hours that the unit member is normally scheduled to work over the period.

QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

A unit member is entitled to take leave related to COVID-19 if the unit member is unable to work, including unable to telework, because the unit member:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19.;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for his or her child whose school or place of care is closed (or child provider is unavailable) due to COVID-19 related reasons; or
6. is experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services.

Below is additional information, for your reference, on Emergency Paid Sick Leave and Family Medical Care Leave.

EMERGENCY PAID SICK LEAVE

(a) Unit members are entitled to Emergency Paid Sick Leave at their regular rate of pay if they are unable to work or telework for the following reasons:

- (1) The unit member is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
- (2) The unit member has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- (3) The unit member is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

(b) Unit members are entitled to Emergency Paid Sick Leave at two-thirds of the unit member's regular rate of pay if they are unable to work or telework because:

(1) The unit member is caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or been advised by a health care provider to self-quarantine due to concerns related to COVID-19 order as described in subparagraph (1) or has been advised as described in paragraph (2).

(2) The unit member is caring for a son or daughter of such unit member if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.

(3) The unit member is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

(c) Emergency Paid Sick Leave terms:

(1) Leave taken as Emergency Paid Leave is in addition to any other leave accrued and does not accrue beyond 80 hours. Unused leave does not carryover for any unit member.

(2) Emergency Paid Sick Leave is subject to the following caps:

i. \$511/Day and \$5,110 in the Aggregate for the Following Unit Member-Related COVID-19 Absence Reasons:

1. The unit member is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.

2. The unit member has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

3. The unit member is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

ii. \$200/Day and \$2,000 in the Aggregate for the Following Reasons Related to the Unit Member Taking Leave to Care for an Individual or Son or Daughter.

1. The unit member is caring for an individual who is subject to an order as

described in subparagraph (1) or has been advised as described in paragraph (2).

2. The unit member is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.

3. The unit member is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor

(3) Unit Members may supplement the two-thirds pay with their accrued leaves to achieve 100% of their regular rate of pay.

(4) A unit member using Emergency Paid Sick Leave must certify the reason for the leave.

(5) Emergency Paid Leave is protected when used for the reasons specified in sections (a) and (b).

(6) Employees who test positive for COVID-19 and have exhausted the initial balance of the Emergency Paid Sick Leave will continue to be on paid leave until a negative COVID-19 test result is acquired for up to ten (10) additional days.

FAMILY AND MEDICAL CARE LEAVES

Beginning on April 1, 2020, in addition to reasons allowed under the Family and Medical Leave Act, leave is permitted due to an inability to work (or telework) due to the care of a child under the Emergency Family and Medical Leave Expansion Act on the following terms. (Sec. 110 (a)(2)(A)).

(a) Eligibility: Unit members are eligible for up to 12 weeks of job-protected Public Health Emergency Leave if the following requirements are met:

(1) The unit member has worked for the District for at least 30 calendar days, (FMLA Sec.110(a)(1)(A));

(2) The unit member is unable to work (or telework) due to a need to care for the son or daughter (under 18 years of age) who's school or place of care has been closed, or who's child care provider is unavailable due to a COVID-19 emergency declared by either a Federal, State, or local authority, (FMLA Sec. 110(a)(2)(A) & (B)); and

(3) The unit member provided reasonable notice of the need for the leave.

(4) Protected Health Emergency Leave is a form of FMLA leave and is not in addition to any other FMLA leave.

(b) Paid Leave: The first 10 days of Emergency Family Medical Leave may consist of unpaid leave unless the employee elects to utilize accumulated leaves, including Emergency Paid Sick Leave, above. For the remaining 10 weeks, a unit member is entitled to paid leave at two-thirds of the unit member's regular rate of pay. (FMLA Sec. 110(b).) However, paid leave is subject to a cap of \$200 per day and \$10,000 total.

(c) Restoration to Prior Position: Unit members out on Emergency Family and Medical Leave are entitled to reinstatement to their prior position unless the position held by the employee does not exist due to economic conditions or other changes in operating conditions caused by a public health emergency during the period of leave. (FMLA Sec. 110(d)).

If the District is unable to restore the unit member to an equivalent position to the unit member's prior position, the District will notify the unit member if an equivalent position becomes available within 1-year of either, the date the public health emergency concludes or date which is 12 weeks after the unit member started their Emergency Family and Medical Leave, (whichever date is earlier). Notification shall be by email and regular mail to the unit member's address on file.

(d) Expiration: The provision of this section shall expire on December 31, 2020 or when the Emergency Family and Medical Leave Expansion Act is no longer effective.

(e) Unit members shall request leave as soon as practicable and shall certify the need for leave in writing at the time of the request.

g) In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus pandemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality. This section shall not be interpreted as a waiver of the District's authority to negotiate a layoff or reduction in hours if deemed necessary by the Board.

h) CSEA will support efforts to maintain funding pursuant to Education Code 41 422 and 46 392 in the event of a closure of any District facilities due to

an epidemic or pandemic. The District agrees to meet and negotiate potential layoffs or reductions in hours for classified employees based on lack of work for the duration of this agreement.

i) The District recognizes it may be challenging for employees to schedule and take vacation during the 2020/21 school year. The parties agree to temporarily amend Article 17, section 8. The District agrees to suspend the cap outlined in 17.6 for the 2020/21 school year. Employees will have until June 30, 2022 to schedule and use earned vacation leave above the cap. Any accrued vacation leave in excess of the cap on June 30, 2022 will be paid out in cash to the employee.

9. Accommodation

a) The District acknowledges that the interactive process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19, and agrees to initiate the interactive process for employees whose physician designates them as “high risk” or “vulnerable” as related to exposure to COVID-19.

b) In the event that remote work is not a practicable accommodation for an employee, acceptable possible accommodations may include but are not limited to:

- Providing additional or enhanced personal protective equipment (PPE);
- Placing physical barriers to separate the vulnerable employee from co-workers or the public;
- Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
- Moving the employee workstations

c) If reasonable accommodations are not practicable, the District will work with the employee to develop a flexible leave plan that allows the employee to utilize all available leave including: Emergency Paid Sick Leave, Extended FMLA Leave, Sick Leave, Vacation Leave, Catastrophic Leave, Extended Illness Leave, and all other available statutory leaves. Employees shall also be entitled to take unpaid leave as outlined within the collective bargaining agreement should they elect to do so.

d) The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

10. Return Personnel

a) The District agrees to provide five (5) business days' notice prior to requesting an employee report back to their site.

b) The District and CSEA agree that CSEA bargaining-unit employees in the classifications listed below shall be required to report to work at their regularly assigned site for the 2020-2021 school year:

- Bus Driver
- Campus Assistant
- Computer Network Technician
- Custodian
- Head Custodian
- Head Custodian JH
- Educational Service Technician
- Equipment Operator
- Food Service Cashier
- Food Service Clerk
- Food Service Technician
- Food Service Manager
- Food Service Worker I & II
- FOT Secretary
- Groundskeeper
- Health Clerk
- Maintenance Worker I
- Maintenance Worker II
- Mechanic I
- Mini Bus Driver
- Parent Support/Clerical Asst.
- PC Technician
- Receptionist/Secretary
- School Office Manager
- School Office Manager JH
- School Clerk/Clerk Typist
- Warehouse Tech I/Delivery Driver
- Warehouse Technician

c) The District and CSEA agree that bargaining-unit employees in the classifications listed below may, except as outlined in the schedule below per section 10(e), be allowed to telecommute (work remotely) for the duration of this agreement, in order to help maintain necessary social distancing requirements for the 2020/21 school year:

- Account Clerk II
- Accounting Specialist
- Copy Clerk
- Data Entry & Assessment Clerk

- Database Technician
- Dispatcher
- Entry Level Translator
- Library Clerk
- Occupational Therapist
- Paraprofessional
- Paraprofessional/Bilingual
- Paraprofessional/Phys. Hand.
- Paraprofessional/Special Ed.
- Payroll Clerk
- Personnel Clerk
- Personnel/Benefits Technician
- Purchasing Technician
- Registered Behavior Technician
- Senior Secretary I
- Senior Secretary II

d) The District will provide CSEA bargaining-unit classifications who may be allowed to work remotely with all of the equipment needed to perform their assigned duties while telecommuting.

e) CSEA bargaining-unit employees who are telecommuting may be required to report to work at a District site periodically. The District shall establish a weekly schedule for anyone telecommuting that is going to be required to report to work at a District site. The schedule shall be posted electronically at least three (3) business days prior to the start of the schedule. In the event a CSEA bargaining-unit employee who is telecommuting is asked to report to a District work site at a time other than what is listed on the above referenced schedule, the District shall provide 48-hour notice prior to the time they are required to report. Exceptions may be made for urgent or unforeseeable emergencies.

f) While telecommuting, CSEA bargaining-unit employees are expected to be available during their normal designated working hours. However, employees shall be allowed a reasonable amount of time to return phone calls and emails (48 hours not excluding weekends and/or holidays). For returning supervisor calls and emails, employees shall respond within two (2) hours with respect to their normal designated working hours.

g) The District agrees that District Administrators/Managers/Supervisors shall not contact CSEA bargaining-unit employees via phone or text outside of their normal designated working hours. Exceptions may be made for any urgent or unforeseeable emergencies.

11. Duties

- a) The District and CSEA agree to set up a committee to address anticipated increased workload concerns to accommodate CDC guidelines and recommendations (e.g. installation of barriers or partitions, added cleaning schedules, etc.).
- b) The parties agree to meet and negotiate any proposed changes to bargaining unit work hours.
- c) The District shall maintain specific plans on how to follow CDC and County Office guidelines with current staffing levels or added positions.
- d) The District and CSEA acknowledge that California Education Code 45 101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently enumerated within their current job description. The District and CSEA agree that this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated, and training shall be provided to employees as needed.
- e) The District and CSEA will meet to negotiate the decision to fill any positions which may become vacant after August 12, 2020 for the duration of this agreement. This shall not be construed to encourage the abolishment of any CSEA bargaining-unit positions.
- f) Should the duties temporarily assigned to an employee be found to exist in the job description of or be performed by a higher classification, the employee shall be entitled to out-of-class compensation as outlined in Education Code and the Collective Bargaining Agreement.

Given the fluid nature of this pandemic, the parties agree to continue to work closely together as the situation changes. Should the District elect to initiate any operation which involves the return of students to school sites, the District will initiate negotiations with CSEA fifteen (15) business days prior to the date students are slated to return.

Should any dispute related to the terms of this memorandum of understanding result in arbitration, the decision of the arbitrator shall be binding upon both parties as outlined within the Collective Bargaining Agreement between the District and CSEA. Provided the urgency in resolving issues related to COVID-19, any grievances of the language contained herein shall be initiated at Level II, wherein the Superintendent shall respond within five (5) days.

This agreement shall expire on December 31, 2020.

For the District:



Dr. Carlos Dominguez
Deputy Superintendent



Jennifer Carr
Senior Director of Personnel



Melissa Rufai
Director of Personnel

For the CSEA:



Paul Robinson
President, Chapter 273



Christopher M. Crump
Labor Relations Representative



Laura Porras
Fiscal Representative



Cinthya Perez
Clerk Representative



Noe Vargas
Technology Representative



Christina Olivera
Paraeducator Representative



Claudia Zeledon
Miscellaneous Representative

Memorandum of Understanding

between

California School Employees Association and its Hueneme Chapter #273

and

Hueneme Elementary School District

Regarding Campus Assistants and Paraprofessionals Working Hours Flexibility

May 8, 2023

In order for Campus Assistants to have their working hours compressed, Paraprofessionals may be allowed to conduct the following supervision duties as part of their work responsibilities:

- Monitor students in the cafeteria, playground areas, restrooms, and other areas as assigned

These opportunities will take place during natural attrition and/or when feasible.

- During the 2023/24 school year, sites will work to compress the Campus Assistants' working hours to eliminate split shift situations. These opportunities will take place during natural attrition and/or when feasible.
- Campus Assistants may be allowed to support sites with basic duties outside of their job responsibilities (i.e., basic cleaning and basic clerical) when staffing is short (including, but not limited to):
 - Lock gates, doors and windows
 - Turn off lights when room is not in use
 - Clean white boards
 - Empty pencil sharpeners
 - Clean and wipe cafeteria tables
 - Refill dispensers
 - Assists in setting up school facilities for special events and meetings
 - Perform general filing
 - Administer simple first aid
 - Maintain the health office in a clean and safe condition
- Campus assistants and who work a split shift with more than 30 minutes between shifts, excluding breaks, shall receive a three percent (3%) split shift differential stipend.

The intent of this Memorandum of Understanding is to decrease the number of Campus Assistants who work a split shift during their regular working hours by allowing Paraprofessionals the opportunity to conduct campus supervision and provide Campus Assistants an opportunity to assist with basic duties throughout the campus when there is a shortage of available staff.

This agreement shall not set precedent and shall expire effective June 30, 2024. The parties shall meet to review this agreement no later than the end of the 2023-2024 academic year.