

# **CLASSIFIED EMPLOYEE CONTRACT**



**AFL-CIO**

## **AGREEMENT**

**Between the**

**BONITA UNIFIED SCHOOL DISTRICT  
&  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

**BONITA CHAPTER #21**

**7/1/2025 – 6/30/2028**



## TABLE OF CONTENTS

ARTICLE 1	PREAMBLE.....	3
ARTICLE 2	ASSOCIATION RIGHTS.....	8
ARTICLE 3	DISTRICT RIGHTS.....	12
ARTICLE 4	HOURS.....	13
ARTICLE 5	EVALUATION PROCEDURES.....	21
ARTICLE 6	TRANSFER.....	23
ARTICLE 7	LEAVE PROVISIONS.....	25
ARTICLE 8	PERSONNEL FILES.....	41
ARTICLE 9	GRIEVANCE PROCEDURES.....	42
ARTICLE 10	COMPENSATION.....	46
ARTICLE 11	ORGANIZATIONAL SECURITY.....	58
ARTICLE 12	VACATIONS.....	59
ARTICLE 13	HOLIDAYS.....	62
ARTICLE 14	CONCERTED ACTIVITIES.....	63
ARTICLE 15	SAFETY CONDITIONS OF EMPLOYMENT.....	64
ARTICLE 16	SAVINGS PROVISIONS.....	66
ARTICLE 17	SUPPORT OF AGREEMENT.....	67
ARTICLE 18	EFFECT OF AGREEMENT.....	68
ARTICLE 19	MEET AND NEGOTIATE.....	69
ARTICLE 20	TERM OF AGREEMENT.....	70
ARTICLE 21	RECLASSIFICATION.....	71
ARTICLE 22	LAYOFF/REDUCTION IN HOURS.....	72
ARTICLE 23	TRANSPORTATION.....	77
ARTICLE 24	UNIFORMS AND TOOLS.....	86
ARTICLE 25	MISC. PROVISIONS & CONTRACT RELATED DEFINITIONS.....	87
ARTICLE 26	PROGRESSIVE DISCIPLINE.....	88
ARTICLE 27	JOB VACANCIES AND PROMOTIONS.....	90
ARTICLE 28	VOLUNTEERS.....	91
ARTICLE 29	HARASSMENT.....	92
APPENDICES	.....	94

## ARTICLE 1 – PREAMBLE

- 1.1 This Agreement, entered into pursuant to Chapter 10.7, Sections 3540-3549 of Division 4, Title 1 of the Government Code constitutes a bilateral and binding agreement between the Governing Board of the Bonita Unified District (hereinafter, the “District”) and the California School Employees Association’s Bonita Chapter #21, an employee organization (hereinafter the “Association”).
- 1.2 The District hereby confirms its recognition of the Association, as the exclusive representative for that unit of classified employees recognized by the District per a resolution adopted by the Board of Education on May 10, 1976. The below listed members of the bargaining unit shall be referred to as “members,” and shall consist of the following positions:

### **Clerical, Fiscal and Instructional**

- \*ACCOUNTING TECHNICIAN
- \*BEHAVIOR INTERVENTIONIST
- \*BUYER II
- \*CAREER CENTER SPECIALIST
- \*CLERK HIGH SCHOOL ATTENDANCE
- \*CLERK HIGH SCHOOL FINANCE
- \*CLERK MIDDLE SCHOOL FINANCE
- \*CLERK II
- \*CLERK III
- \*COMPUTER TECHNICIAN INTERN
- \*EDUCATION TECHNOLOGY DATA ANALYST
- \*EDUCATION TECHNOLOGY SPECIALIST
- \*HEALTH CLERK
- \*HIGH SCHOOL REGISTRAR
- \*INFORMATION SYSTEMS ASSISTANT
- \*INTERMEDIATE ACCOUNT CLERK
- \*LIAISON
- \*LIBRARY MEDIA CLERK HIGH SCHOOL
- \*LIBRARY MEDIA CLERK MIDDLE SCHOOL
- \*LICENSED VOCATIONAL NURSE
- \*MEDIA CENTER ASSISTANT ELEMENTARY SCHOOL
- \*MENTAL HEALTH SUPPORT SPECIALIST
- \*NETWORK & SYSTEMS ENGINEER
- \*OCCUPATIONAL THERAPIST
- \*OCCUPATIONAL THERAPIST ASSISTANT
- \*PARAEDUCATOR
- \*PARAEDUCATOR – BILINGUAL
- \*PARAEDUCATOR – PHYSICAL EDUCATION
- \*PARAEDUCATOR – SPECIALIZED SERVICES I
- \*PARAEDUCATOR – SPECIALIZED SERVICES II
- \*PAYROLL TECHNICIAN
- \*PRIMARY LANGUAGE ASSISTANT
- \*RECEPTIONIST HIGH SCHOOL
- \*REPROGRAPHICS AND MAILROOM TECHNICIAN

- \*SCHOOL AGE CARE ASSISTANT
- \*SCHOOL AGE CARE RESOURCE TECHNICIAN
- \*SCHOOL AGE CARE SITE SUPERVISOR
- \*SECRETARY I
- \*SECRETARY II
- \*SECRETARY III DEPARTMENT
- \*SECRETARY III MIDDLE SCHOOL
- \*SECRETARY III ELEMENTARY AND CONTINUATION SCHOOL
- \*SECRETARY IV DEPARTMENT
- \*SECRETARY IV HIGH SCHOOL
- \*SPEECH & LANGUAGE PATHOLOGY ASSISTANT
- \*SPECIAL PROGRAMS TECHNICIAN
- \*STATE REPORTING DATA ANALYST
- \*TECHNOLOGY SUPPORT ASSISTANT
- \*TECHNOLOGY SUPPORT TECHNICIAN
- \*TUTOR

### **Maintenance and Operations**

- \*CUSTODIAN (DAY & NIGHT)
- \*GROUNDSMAN II
- \*GROUNDSMAN III
- \*HEAD CUSTODIAN BCA
- \*HEAD CUSTODIAN ELEMENTARY
- \*HEAD CUSTODIAN HIGH SCHOOL
- \*HEAD CUSTODIAN MIDDLE SCHOOL
- \*LOCKER ROOM ATTENDANT
- \*MAINTENANCE CARPENTER
- \*MAINTENANCE ELECTRICIAN
- \*MAINTENANCE HEAT/AIR CONDITIONING
- \*MAINTENANCE MECHANIC
- \*MAINTENANCE PAINTER
- \*MAINTENANCE PLUMBER
- \*MAINTENANCE SECURITY SERVICES TECHNICIAN
- \*STUDENT CAMPUS SUPERVISOR I
- \*STUDENT CAMPUS SUPERVISOR II
- \*STOCKPERSON/WAREHOUSE DELIVERY PERSON
- \*UTILITY WORKER

### **Transportation**

- \*BUS DRIVER
- \*BUS DRIVER TYPE II
- \*DISPATCHER/TRAINER/RELIEF BUS DRIVER
- \*LEAD MECHANIC
- \*MECHANIC III

## **Food Services**

- \*CAFETERIA COOK OR BAKER
- \*CAFETERIA WORKER I
- \*CAFETERIA WORKER II
- \*CENTRAL KITCHEN WORKER
- \*FOOD SERVICE ACCOUNTS CLERK
- \*FOOD SERVICE OFFICE SUPERVISOR
- \*FOOD SERVICE PRODUCTION CLERK
- \*MANAGER SECONDARY SCHOOL KITCHEN

## **Job Classifications Currently Not In Use:**

- \*ACCOUNT CLERK
- \*ATTENDANCE CALLER
- \*BUS DRIVER INSTRUCTOR/DISPATCHER
- \*BUS DRIVER TRAINER
- \*BUYER I
- \*CLERK ACCOUNTS PAYABLE
- \*CLERK MIDDLE SCHOOL ATTENDANCE
- \*COMMUNITY AIDE
- \*CUSTODIAN LEAD
- \*CUSTODIAN LEAD NIGHT I
- \*CUSTODIAN LEAD NIGHT II
- \*EARLY CHILDHOOD EDUCATION SPECIALIST
- \*FOOD PRODUCTION SUPERVISOR
- \*GROUNDSMAN I
- \*GROUNDSMAN LEAD
- \*HEALTH/INSTRUCTIONAL AIDE
- \*HELPER FOOD SERVICE
- \*HELPER-MAINTENANCE
- \*HELPER-PAINTER
- \*LEAD MAINTENANCE
- \*MAINTENANCE GENERAL
- \*MAINTENANCE MECHANIC LEAD
- \*MAINTENANCE WAREHOUSE
- \*MAINTENANCE WELDER
- \*MECHANIC I
- \*MECHANIC II
- \*MULTI-MEDIA RESOURCE TECHNICIAN
- \*PERSONNEL CLERK/RECEPTIONIST
- \*PRE-SCHOOL ASSISTANT TEACHER
- \*PRE-SCHOOL MASTER TEACHER
- \*PRE-SCHOOL SITE SUPERVISOR
- \*RECEPTIONIST DISTRICT OFFICE
- \*RELIEF BUS DRIVER
- \*SENIOR CLERK PAYROLL & ACCOUNTING
- \*SITE TECHNOLOGY COORDINATOR
- \*SPECIAL EDUCATION DRIVER

- \*STUDENT SUPPORT AND RECORDS SPECIALIST
- \*SUBSTITUTE CALLER
- \*SUPERVISING PROCTOR
- \*TRANSPORTATION COORDINATOR

**Excluded from the bargaining unit shall be the following classifications:**

- \*\*ADMINISTRATIVE ASSISTANT I
- \*\*BUDGET ACCOUNTING MANAGER
- \*\*CHIEF TECHNOLOGY OFFICER
- \*\*COMPUTER SYSTEMS TECHNICIAN
- \*\*COMPUTER TECHNICIAN LEAD
- \*\*DATABASE ADMINISTRATOR
- \*\*DIRECTOR OF EDUCATIONAL TECHNOLOGY
- \*\*DIRECTOR OF FOOD SERVICES
- \*\*DIRECTOR OF MAINTENANCE & OPERATIONS
- \*\*DIRECTOR OF PURCHASING
- \*\*DIRECTOR OF TRANSPORTATION
- \*\*FINANCIAL SYSTEMS MANAGER
- \*\*FISCAL SERVICES MANAGER
- \*\*INFORMATION TECHNOLOGY SPECIALIST
- \*\*INFORMATION TECHNOLOGY SUPPORT MANAGER
- \*\*MAINTENANCE & OPERATIONS SUPERVISOR I
- \*\*MAINTENANCE & OPERATIONS SUPERVISOR III
- \*\*NETWORK & SYSTEMS MANAGER
- \*\*PAYROLL MANAGER
- \*\*PERSONNEL TECHNICIAN I
- \*\*PERSONNEL TECHNICIAN II
- \*\*PURCHASING DIRECTOR
- \*\*SCHOOL AGE CARE MANAGER
- \*\*SENIOR EXECUTIVE ASSISTANT
- \*\*SENIOR DIRECTOR OF FISCAL SERVICES
- \*\*SENIOR PERSONNEL TECHNICIAN-CLASSIFIED
- \*\*SUPERVISOR OF BUILDING MAINTENANCE AND OPERATIONS
- \*\*SUPERVISOR OF GROUNDS AND GENERAL MAINTENANCE
- \*\*SUPERVISOR-TRANSPORTATION
- \*\*THEATER MANAGER

- 1.3 The Association agrees that the bargaining unit excludes management, confidential, substitute, and short-term employees.
- 1.4 Every bargaining unit position shall be placed in a classification.
- 1.5 **New Classifications**

The District agrees that if subsequent to this Agreement it creates any new classifications, it shall notify CSEA of its action. This notification will be made no

less than ten (10) work days prior to the Board intended adoption of the positions or classes. The notification will include the description of the classification(s) created relative to job title, job description, and salary rate, the number of positions anticipated to be within the classification, and the designation of the classification if included or excluded from the bargaining unit. CSEA may object or wish to negotiate the proposed action, and in such case the District agrees to meet with CSEA to attempt to reach agreement on the matter prior to the Board meeting when action on the proposal is scheduled.

When there is agreement that a newly created position is within the unit, the District and CSEA shall jointly notify Public Employment Relations Board (PERB). When there is disagreement among the parties as to whether the new classification created by the District is to be included or excluded from the unit, either party may file with PERB for a change in unit certification according to the rules of PERB. The decision of PERB shall be binding on both parties.

## ARTICLE 2 – ASSOCIATION RIGHTS

- 2.1 The Association shall have the right of access at reasonable times to areas in which employees in the bargaining unit work, the right to use the District's bulletin boards, mailboxes, and other means of communication, and the right to use the District's facilities for the purpose of holding meetings with the members of the bargaining unit.
- 2.2 The District authorizes the Association to use the District's facilities and buildings at times other than normal working hours as long as the Association submits the appropriate Civic Center Act form to the Assistant Superintendent of Business Services for approval. In emergencies, the District may authorize the Association to use the District's facilities and buildings during normal working hours as long as the Association declares in writing that the use of such facilities and buildings constitute an emergency and as long as the use of such buildings and facilities does not interfere with the instructional program.
- 2.3 The immediate supervisor of the facility or building shall grant the Association use of the District equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of said equipment does not interfere with the normal student instructional program. The Association shall pay for the cost of all materials and supplies incident to each use.
- 2.4 A reasonable number of representatives of the Association shall have the right to receive periods of release time without loss of compensation when meeting and negotiating and for the processing of grievances.
- 2.5 The Association shall have the right to designate Union Stewards. A reasonable number of designated Union Stewards shall have the right to receive reasonable periods of release time without loss of compensation when meeting and negotiating for the process of grievances (Gov §3543.1).

Meetings for the purpose of processing grievances shall be scheduled in a manner that minimizes the impact of release time at District work locations.

The Association shall have the right to designate six (6) members of its Negotiating Committee who shall receive release time to prepare for and attend negotiating sessions.

The Association shall have the right to designate two (2) members of its Negotiating Committee as alternates who shall receive release time to prepare for and attend negotiation sessions when one or more members of the Association negotiation team are absent.

The number of representatives who may be released by the District to prepare for and attend negotiation sessions may be increased by mutual agreement between the District and the Association.

- 2.6 The Association shall receive from the District, addressed to the Association President, a notice of employees in the bargaining unit by name, job classification

and department who are hired, rehired, reinstated, transferred in the bargaining unit, reclassified, demoted, changed in shift, granted approved leaves of absence, terminated, laid off and recalled from a layoff. Such notices shall be furnished as soon as it is known should any of the above events transpire.

- 2.7 The Association shall receive from the District, addressed to the Association President, an annual seniority list, covering all employees in the bargaining unit, which shall include the following information: name, classification, assigned work site, department and rate of pay. The list shall be grouped by number of hours within the classification. The District will provide a copy of a length of service roster to the Association no later than August 15 of each year of this Agreement.
- 2.8 Upon initial employment or a member's change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.
- 2.9 The Association shall have the right to represent its members in employment relations with the District, except that once the Association is recognized or certified as the exclusive representative of an appropriate unit pursuant to Section 3544.1 or 3544.7 of the Rodda Act, respectively, only that Association may represent that unit in its employment relations with the District.
- 2.10 The Association shall have the right to have membership dues deducted pursuant to Sections 45060 and 45168 of the Education Code, until such time as another Association is recognized as the exclusive representative for any of the employees in an appropriate unit, and then such deduction as to any employee in the bargaining unit shall not be permissible except to the exclusive representative.
- 2.11 Neither the District nor the Association shall discriminate against any member of the bargaining unit on the basis of race, color, creed, age as required by law, sex, national origin, marital status, physical handicap as provided by law, membership or non-membership in an employee organization or lawful participation in the activities of an employee organization.
- 2.12 To facilitate communications between the parties and to provide the Association with information as required to meet the District's good faith obligation regarding meeting and negotiating, the Association shall appoint two unit members to meet with the Superintendent or designee and one other management official regarding matters pertaining to the annual District budget. These meetings will be held periodically as budget and financial information becomes available.
- 2.13 The Association shall have an allocation of no more than twenty-five (25) days of leave with pay and benefits for each school year for the following purposes:
  - A. Local, state and national conferences and/or workshops.
  - B. Attendance at the annual CSEA conference, the sole purpose of which is the improvement of classified employment.

The Association agrees to give written notice to the Superintendent or designee fifteen (15) days prior to the use of anticipated leave. The District shall provide ten (10) days' notice to the Association prior to the commencement of said leave. If the District does not respond to the Association on a timely basis, it will be regarded as granted.

- 2.14 The President or designee shall have an additional five (5) days of leave with pay and benefits for each school year. The same provisions outlined in 2.13 shall apply to these leave days.
- 2.15 The Chapter President/Representative shall be able to use, every week, release time equal to twenty percent (20%) of their FTE. For example, if the Chapter President/Representative is employed for forty (40) hours per week they will receive eight (8) hours each week of paid release time to conduct association business. The release time shall be on a mutually agreed upon day of the week to be consistent from week to week i.e. every Monday. The Chapter President may also use this time to meet with new employees as well as other chapter business.
- 2.16 **CSEA Site Representatives and Election Tellers**
- 2.16.1 The Superintendent or Assistant Superintendent of Human Resources may grant, at their discretion, release time without loss of compensation for Association site representatives and election tellers to conduct Association business.
- 2.16.2 Release time for site representatives should only be requested when the association business cannot be conducted during the site representative's non duty time (i.e., breaks, lunch, before or after work).
- 2.16.3 Site representatives and election tellers shall coordinate release time requests through the Chapter President or designee who will contact the Superintendent or Assistant Superintendent of Human Resources for approval.
- 2.17 The District shall comply with all applicable laws pertaining to negotiating the classified work calendar. Negotiable items are the beginning and ending dates of the work year, vacation and holidays. The Association reserves the right to negotiate the effects of the District calendar(s) on the classified work calendar(s).
- 2.18 The District shall comply with all applicable laws pertaining to notifying the Association regarding the intent to make any change to matters within the scope of representation (California Government Code 3543.2). Items within the scope of representation include wages, hours, and working conditions as defined by the Educational Employment Relations Act (EERA) and other laws. Examples, include but not limited to: changing a bargaining unit member's daily start/end times, changing their shift, or reducing their hours, or implementing new technology that may impact bargaining unit work.
- 2.19 The District shall comply with all applicable laws pertaining to notifying the Association regarding the intent to make any change to matters within the scope of

representation (California Government Code 3543.2). Items within the scope of representation include wages, hours, and working conditions as defined by the Educational Employment Relations Act (EERA) and other laws. Examples, include but not limited to: changing a bargaining unit member's daily start/end times, changing their shift, or reducing their hours.

### **ARTICLE 3 - DISTRICT RIGHTS**

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

## ARTICLE 4 - HOURS

- 4.1 The workweek for full-time employees in the bargaining unit shall consist of forty (40) hours, five (5) consecutive days. The District retains the right to extend the regular workweek for employees in the bargaining unit on an overtime basis when deemed necessary to carry out the business of the District or in the event of an emergency.
- 4.1.1 The District may offer a 4/10 schedule in the summer as follows:
- a) Summer schedule shall be the last full week in June through the second full week in August.
  - b) Time options are:  
6:30 a.m. – 5:00 p.m. or 7:00 a.m. – 5:30 p.m., dependent upon supervisor's approval.
  - c) The week of July 4<sup>th</sup> shall be a regular workweek.
  - d) Vacation days will be deducted as 10 hours for employees on a 4-day/10 hour work schedule.
  - e) Illness days will be deducted as 10 hours for employees on a 4-day/10 hour work schedule.
- 4.1.1.1 Part-time employees are eligible for a 4-day schedule by pro-rating the time.
- 4.1.1.2 The department, site, Superintendent or designee may offer a modified 4/10 work schedule and work hours.
- 4.1.1.3 Sites and departments shall determine by the end of May if a 4/10 summer schedule will be offered. The summer schedule will be communicated to all appropriate bargaining unit members by June 1<sup>st</sup>.
- 4.1.1.4 If a bargaining unit member has good cause to not work a 4/10 work schedule, then the District and the Association shall meet and develop a resolution.
- 4.2 The workday for full-time employees in the bargaining unit shall consist of eight (8) hours per day. Those positions, which require less than eight (8) hours, are included in the bargaining unit and are considered regular part-time employees. Cafeteria Workers, Paraeducators, Paraeducators-Physical Education and School Age Care Assistants may have a work day of less than four hours. Other than Bus Drivers who receive a shift differential as per Section 4.9 of this Article, the work hours shall be consecutive.
- 4.2.1 The District will utilize no more than eight (8) Student Campus Supervisor I positions, District-wide, at less than four (4) hours per day.
- 4.2.2 Extra work opportunities of a temporary nature and for a period of less than twenty (20) consecutive work days, excluding overtime, shall not be considered as additional hours assigned on a regular basis. Extra work opportunities of a temporary nature shall be initially offered to the part-time employee in the assignment and then based on the same job classification

and seniority within a school site or department. If there are no such bargaining unit members within the classification that desire to perform said work, the District shall select unit members from other classifications based on qualifications.

- 4.3 Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of the employee's regular part-time assignment for a period of twenty (20) consecutive working days shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 4.4 An employee working as a substitute for more than 195 working days or 75% of the year shall be deemed a regular employee on the first working day following the completion of the 195<sup>th</sup> day of service. Such employee shall be immediately subject to the organizational security provisions in this Agreement.
- 4.5 When additional hours are assigned to a part-time position on a regular basis, the District shall attempt to offer the assignment to the employee in the bargaining unit, in the appropriate class, with the greatest class seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descent of class seniority until the assignment is covered.
- 4.6 An employee in the bargaining unit required to work out of his/her regular classification for a full shift shall immediately be moved to Step 1 of the range of the classification or at least a 5% salary increase until the member reaches the top step of the classification. This section shall apply to an employee required to work out of classification for a partial shift of two (2) or more hours which exceeds five (5) working days within a fifteen (15) day calendar period.
- 4.7 The District shall comply with all applicable laws when assigning work at times other than the regular academic year.

Assignments for positions outside the academic year shall be made by the following process:

1. Assignments within employee's current classification:
    - a. If there are more applicants than there are available positions, the first priority shall be given to the employee who was not recently assigned work and thereafter by seniority.
  2. Assignments outside employee's current classification:
    - a. If there are more applicants than there are available positions, the first priority shall be given to the employee who was not recently assigned work.
  3. The District shall provide to the CSEA Chapter President/Designee summer work assignments to review prior to the initial distribution of assignments.
- 4.8 All employees covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length for

said lunch period shall be not less than thirty (30) minutes. An employee required to work during said lunch period shall receive pay at the overtime rate for all time worked during the normal lunch period.

4.8.1 All employees in the bargaining unit shall be granted rest periods of fifteen (15) minutes at or near the midpoint of each four (4) hours of duty. Said rest period shall be uninterrupted, except in the case of emergency and said employees shall receive no loss in salary or other benefits in receiving these rest periods.

4.8.2 For the purpose of this section, a part time employee of six (6) consecutive hours or less may waive their thirty (30) minute duty-free lunch period upon mutual agreement with the District. Such requests are revocable at any time by either the employee or the District. All requests to waive their lunch period shall be submitted to the District in writing. ([Appendix N](#))

#### 4.9 **Overtime**

All overtime shall have the prior approval of the Superintendent's management designee except when assigned work extends beyond the regular shift and completion cannot be reasonably delayed, in which case employee discretion may be used unless otherwise directed by District management. Members of the bargaining unit who are required to work overtime in addition to the regular eight (8) hour work day or forty (40) hour work week shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay for each hour of work accomplished in excess of the eight (8) hour work day or forty (40) hour work week. The one and one-half (1 ½) time compensation shall be in addition to the regular compensation rate when applied to work performed on a holiday.

When a member is paid overtime for all hours worked on a given day, all time worked in excess of eight (8) hours for the day shall be compensated at two (2) times the regular rate of pay. A member who works on the 7<sup>th</sup> consecutive day of his/her regular workweek shall be compensated at two (2) times the regular rate of pay for all hours worked on that day.

##### 4.9.1 Overtime Chart

Bargaining unit members who work:

- More than 8 hours in a day = 1.5x rate of pay for each hour beyond 8
- More than 40 hours in a week = 1.5x rate of pay for each hour beyond 40
- Work on 6<sup>th</sup> consecutive day = 1.5x rate of pay for each hour worked.
- More than 8 hours on a 6<sup>th</sup> consecutive day = 2x rate of pay for each hour beyond 8.
- Work on the 7<sup>th</sup> consecutive day = 2x rate of pay for each hour worked.
- Work on holiday = 2.5x rate of pay for each hour worked

4.10 All employees in the bargaining unit whose assigned shift contains one or more periods of unpaid time with a total that exceeds one half (½) hour shall be paid at the next highest salary range for all hours worked (Example: Range 20 would be Range 21).

- 4.11 Any employee in the bargaining unit whose regularly assigned shift begins between 2:00 p.m. and 6:00 a.m. shall be paid a shift differential premium of 2.5% above the regular rate of pay for all hours worked.
- 4.12 An employee in the bargaining unit who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, when assigned temporarily, for 20 working days or less, to a shift not entitled to such compensation.
- 4.13 An employee in the bargaining unit called to work on a day when said employee is not scheduled to work, or called back to work after the completion of the employee's regular assignment, shall receive a minimum of two (2) hours pay at the appropriate overtime rate provided for in this Agreement.
- 4.14 When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within twelve (12) calendar months following the month in which the overtime was worked and without impairing the services rendered by the District. If compensatory time off is not granted within twelve (12) calendar months of the month in which the overtime was worked, cash compensation shall be made.
- 4.15 For the purpose of computing the number of hours worked, all time during which an employee in the bargaining unit is in paid status shall be construed as hours worked.
- 4.16 Any employee in the bargaining unit shall have the right to reject any offer or request for overtime or unscheduled work. Overtime assignments shall be rotated by descending order of seniority in the appropriate classification assigned to the department or work site starting at the beginning of each fiscal year. If all employees in the appropriate classification assigned to the department or work site refuse the assignment, the overtime shall be offered to those remaining members in the job classification throughout the district, on a descending seniority basis. Should all remaining unit members in the job classification refuse the assignment, the District may offer the overtime to any available unit member beginning with unit members in the same job family, and then to any bargaining unit member who possesses the necessary skills for the tasks to be done. The Superintendent's management designee has the right to evaluate a bargaining unit member's skill level. The Association shall have the right to consult with the management designee about the decision regarding the bargaining unit member's skill level. Lists for overtime assignments will be created and maintained as needed by the management designee for sites or departments that have repetitive overtime assignments each year and/or single assignments that require a large number of bargaining unit members.

Overtime assignments shall be rotated by descending order of seniority for school site classifications in the maintenance and operations job family with custodial listed as a basic function in their job description.

- 4.16.1 When an overtime assignment involves duty on more than one day, all bargaining unit members in the appropriate classification assigned to the

department or work site shall be given the opportunity to volunteer for the assignment. All bargaining unit members who volunteer shall have their names placed on a list in order of seniority.

- 4.16.2 The assigning manager, supervisor or administrator shall assemble a meeting of all bargaining unit members who have volunteered for the assignment.
  - 4.16.3 At the assignment meeting the assigning manager, supervisor or administrator shall provide all of the volunteering employees with a calendar showing all of the days and times involved in the assignment.
  - 4.16.4 Beginning with the first bargaining unit member on the seniority list and proceeding in order, each bargaining unit member shall select one day's assignment. When the end of the list is reached, selection shall resume with the first unit member on the list and proceed in the same manner until all of the available assignments have been taken.
  - 4.16.5 If a unit member cannot serve an accepted overtime assignment, it shall be offered to the remaining volunteer unit members beginning with the first listed on the seniority list and proceeding down the list in order until the assignment is accepted. If none of the original pool of volunteer employees accepts the assignment, the assignment shall be made available to other bargaining unit members under the provisions of Article 4.16 above.
  - 4.16.6 Overtime assignments for bargaining unit members in the classifications of Bus Driver shall be assigned under the procedures in Article 23.
- 4.17 The District shall comply with all applicable laws with regards to contracting out classified work.
- 4.17.1 For the term of this agreement, if CSEA identifies a service that is performed by an independent contractor that it believes could be performed by the bargaining unit at a reduced cost, a committee formed by CSEA and the District will meet to review the issue. If CSEA and the District mutually agree that the service under review should be performed by the bargaining unit and that the use of unit members will result in "on-going" cost savings, 65% of such savings shall be directed to the implementation of the salary comparison study. The District shall not be arbitrary or capricious in withholding its consent of agreement. The refusal of the District to agree that a particular service should be performed by the bargaining unit shall have a reasonable basis in fact. If CSEA and the District reach agreement regarding the matters set forth above, the parties shall meet to discuss which classifications should be adjusted based upon the salary comparison study and the implementation date of such adjustments. This provision shall not be construed to be a waiver by either party as to any rights or claims regarding the issue of "contracting out".

#### 4.18 **Maintenance On-Call**

4.18.1 Bargaining unit members in the following classifications who live within thirty (30) minutes travel time of the District maintenance yard may volunteer for maintenance department weekend on-call duty.

4.18.1.1 Classifications: Maintenance Electrician, Maintenance HVAC, Maintenance Plumber, Maintenance Carpenter, Maintenance Painter, Security Services Technician, and Maintenance Mechanic.

4.18.2 If no bargaining unit member in the designated classifications lives within thirty (30) minutes travel time to the District maintenance yard, the on-call duty shall be offered to those bargaining unit members in the designated classifications who live the closest to the District maintenance yard.

4.18.3 When on-call duty is assigned, the period of on-call duty shall be from the end of the bargaining unit member's shift on the day prior to the first full day of the assignment to the beginning of the bargaining unit member's shift on the day following the last full day of the assignment.

4.18.4 For each on-call assignment, bargaining unit members shall receive two (2) hours of overtime pay and an additional two (2) hours of overtime pay for each full calendar day they complete on-call duty.

4.18.4.1 Compensation for maintenance on-call duty shall be at the overtime rates of pay as set forth in Article 4.9.

4.18.4.2 Unit members who are called in while assigned on-call duty shall receive a minimum of an additional two (2) hours pay at the appropriate overtime rate for each time they are called in. Each on-call response shall be considered concluded when the bargaining unit member leaves the maintenance yard at the end of the call.

#### 4.18.5 **Maintenance On-Call Assignment Procedure**

4.18.5.1 All bargaining unit members who have volunteered and are qualified for maintenance on-call duty shall have their names placed on a list in order of seniority.

4.18.5.2 The Director of Maintenance & Operations shall assemble a meeting prior to June 30 each year to schedule the on-call duty for the following school year.

4.18.5.3 At the assignment meeting the Director of Maintenance & Operations shall provide all of the qualified voluntary employees with a calendar showing all of the available on-call assignments for the following year.

- 4.18.5.4 Beginning with the first unit member on the seniority list preceding in order, each bargaining unit member shall select one (1) on-call assignment. When the end of the list is reached, selection shall resume with the first unit member on the list and proceed in the same manner until all of the available assignments have been filled.
- 4.18.5.5 If a unit member cannot serve an accepted on-call assignment, they may trade assignments with another bargaining unit member in an eligible classification. If a bargaining unit member cannot trade assignments and turns back an assigned on-call duty, it shall be offered to the remaining qualified volunteer bargaining unit members beginning with the first listed on the seniority list and proceeding down the list in order until the duty is accepted. Employees who trade assignments shall inform the Director of Maintenance & Operations of the change in assignments.
- 4.18.5.6 In the event of a separation of employment on-call assignments shall be offered to qualified volunteer bargaining unit members on the list in a descending order of seniority on a rotating basis.
- 4.18.5.7 If the Director of Maintenance & Operations or his/her designee receives a call directly, he/she may assign work as best meets the needs of the District. If the Director or designee does not assign the call to the assigned on-call bargaining unit member he/she shall take immediate steps to inform the on-call bargaining unit member of that decision.

#### **4.19 District Office Working Out of Class**

- 4.19.1 Prior to the use of substitute employees in a position that has been recently vacated and a) the District has posted for or b) for a position wherein the incumbent is on a long-term absence (30 calendar days or more), the District shall attempt to utilize current employees to work out of class prior to using a substitute.
- 4.19.2 The available positions will be determined every third year.
- 4.19.3 If there is an obvious employee within the department that will satisfactorily perform the working out of class duties, that person shall be used first.
- 4.19.4 The District will send an interest list to classified employees no later than the last day in August to obtain interest. Classified employees must return the interest list and a resume to Human Resources within fourteen (14) days after the interest list is sent.
- 4.19.5 A classified employee may choose up to three (3) positions from the list.

- 4.19.6 The employee to be assigned the working out of class will be selected based on the following factors:
- A. Experience
  - B. Education background
  - C. Documented reference checks
  - D. If all qualifications are equal, seniority will be the determining factor.
- 4.19.7 Once a classified employee has been selected to work out of class, the employee has two workdays to make a decision to accept or deny the assignment.
- 4.19.8 An employee shall not fill more than two of these assignments during any one school year.
- 4.19.9 The District may terminate a working out of class after five (5) workdays if the employee does not show the skills and abilities to satisfactorily perform the job duties.
- 4.19.10 The employee may terminate a working out of class at any time.

## **ARTICLE 5 - EVALUATION PROCEDURES**

### **5.1 Probationary Employee Evaluations**

Regular classified probationary employees in the bargaining unit shall receive at least two (2) formal written evaluations on their work performance. The first evaluation shall occur during the first three months of employment in a position. Succeeding evaluations may be made as needed, and another formal evaluation shall occur during the fifth month of service. At the completion of the sixth month of service, said probationary employee shall become a permanent employee.

### **5.2 Permanent Employee Evaluations**

Permanent employees in the bargaining unit shall receive a formal written evaluation of their work performance at least once every two (2) years on the designated form. Said evaluation may be made on or before May 31<sup>st</sup> of the evaluation period in that position. Employees in the bargaining unit covered by Section 5.1 or 5.2 of this Agreement shall be evaluated by the management person responsible for supervision, and said evaluation shall be made on the proper District form to include "Evaluation Appraisal Tips and Techniques." ([Appendix A](#))

5.2.1 By definition an evaluation shall not be used as part of the progressive disciplinary steps listed in Article 26 Progressive Discipline or used as the basis for discipline, however evaluation comments and ratings in an evaluation may be referenced in a progressive discipline document.

### **5.3 Procedure**

The following procedures shall be utilized with regard to the members of the bargaining unit covered by the Agreement.

5.3.1 The evaluation reports described herein shall be completed and signed by the management person who is responsible to supervise the member. The District shall provide a date stamped copy of the employee's response.

5.3.2 The member shall receive a written copy of the evaluation report form described herein at a personal conference conducted by the management person who is responsible for supervising the member.

5.3.3 The member shall sign the report form upon completion of conference and may submit a written response to the evaluation report. Any such response will be attached to the original report and placed in the personnel file of the member.

5.4 In no instance shall the evaluation of an employee in the bargaining unit be placed into the personnel file of the employee being evaluated until said employee has discussed the evaluation with the evaluator, signed the evaluation, and received a copy of same. The employee shall have the right to review and respond to any derogatory evaluation.

- 5.4.1 The employee shall have the right to meet with their supervisor regarding their response to a derogatory evaluation. The employee may have association representation present.
- 5.5 The employee may request a CSEA representative during an evaluation conference.
- 5.6 While material in the personnel file for more than a two-year period of an employee in the bargaining unit shall not be the basis for initiating a disciplinary action against an employee, such material may be used for any other purpose.
- 5.7 The substance of the evaluator's observation reports and biennial evaluation appraisals shall not be subject to the grievance procedures contained in the agreement, provided that if any procedural deficiency has a substantial impact on the substance of the evaluation, then that portion of the substance so affected may be grieved. For purposes of this section, a procedural deficiency is defined as a misuse of the District's Performance Report.

## **ARTICLE 6 - TRANSFER**

### **6.1 Definition**

A transfer is a change from the member's assigned work location(s) to another within the same position classification.

### **6.2 Criteria for Transfer**

The following criteria shall be used in consideration of transfer requests:

- 6.2.1 The needs and efficient operation of the District.
- 6.2.2 The qualifications, including skills, experience and recent training of the member.
- 6.2.3 The length and quality of the past service rendered to the District by the member.
- 6.2.4 The recommendation of the immediate supervisor to whom the member is currently responsible, and the immediate supervisor where the vacancy exists.
- 6.2.5 The preference of the employee.

### **6.3 Employee Requested Transfer**

Any member of the bargaining unit shall have the privilege of requesting a transfer to any job location within the same position classification subject to the following conditions:

- 6.3.1 Requests for transfers will be considered only when a vacancy exists.
- 6.3.2 Unit member desiring a transfer shall file a request on the form prescribed by the District with the Human Resources Development. The transfer request shall remain on file for one (1) year from date of submission.
- 6.3.3 A member of the bargaining unit may file a request for transfer on the form prescribed by the District or at any other time during the school year when a notice of vacancy has been posted and prior to the closing date.
- 6.3.4 Human Resources Development shall notify the appropriate supervisors of any employee requesting a transfer. If vacancies develop at the locations requested, consideration shall be given to all members who submitted properly completed transfer requests for such vacancies, prior to outside candidates.
- 6.3.5 The District shall provide the member and appropriate immediate supervisor(s) with official notifications of the disposition of the voluntary

transfer request, which may include a meeting with the employee denied the transfer upon the employee's request.

6.4 **District Initiated Transfer**

- 6.4.1 The District may initiate a transfer at any time.
- 6.4.2 An employee who is to be transferred shall be notified in writing by the District at least five (5) working days prior to the effective date of the transfer unless the employee agrees to a shorter notice.
- 6.4.3 A member of the bargaining unit who is to be transferred may request a conference or written statement regarding the reasons for the transfer.
- 6.4.4 A District initiated transfer shall not result in the loss of the compensation or any fringe benefits to the member, except in cases resulting from a reduction in force.
- 6.4.5 A District initiated transfer may not be arbitrary or capricious and there shall be a written reason for the transfer provided to the employee.

## ARTICLE 7 - LEAVE PROVISIONS

### 7.1 **Sole Benefits**

The benefits, which are expressly provided in this article, are the sole benefits, which are part of this collective agreement.

### 7.2 **Illness or Injury Leave**

Illness or injury leave shall be for physical and mental disability absences, which are medically necessary and caused by illness, injury, pregnancy disability or quarantine. Illness or injury leave shall not be for cosmetic surgery.

#### 7.2.1 **Eligibility**

A member of the bargaining unit employed five (5) days a week for a fiscal year of service by the District shall be entitled to twelve (12) days leave of absence for illness or injury without loss of compensation. The illness or injury entitlement for the year shall be credited at the beginning of the year.

A member of the bargaining unit employed five (5) days a week who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

A member of the bargaining unit 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 he/she is employed per week bears to five (5). When such member is employed for less than a full fiscal year of service, this and the preceding paragraph shall determine the proportion of leave of absence for illness or injury to which said member is entitled.

The District may require a verification of the nature and severity of the illness or injury through a physical examination of the member by a physician appointed by the District. If the physician's report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the superintendent or designee, after notice to the member, may deny the continuance of the leave.

#### 7.2.2 **Compensation**

Pay for any days of such absence shall be the same as the pay, which would have been received, had the member served during the day. Credit for leave of absence need not be accrued prior to taking such leave of absence and such leave of absence may be taken at any time during the year. However, a member of the bargaining unit who is a new employee of the District shall not be eligible to take more than six (6) days or the proportionate amount to which they may be entitled under this section 7.2 of Article 7 until the first

day of the calendar month after completion of six (6) months of active service with the District.

A member of the bargaining unit who resigns or otherwise leaves the employment of the District who has used all paid illness or injury leave and has taken additional unearned leave shall have the amount of compensation received for illness or injury leave taken, but unearned, deducted by the District from the member's last paycheck.

A member who is absent from regular duty as defined in Article 4 (Hours) shall have deducted from the member's accumulated sick leave the actual amount of time absent. Any member covered by this Agreement working less than full-time shall be entitled to sick leave in the same ratio that the employment bears to full-time employment as defined in the California Education Code 45191.

### 7.2.3 **Leave Notification**

A member must enter their absence on Frontline as soon as the need to be absent is known. Other than for extenuating circumstances, and whenever possible, this should be no less than one hour prior to the start of the workday to permit the District time to secure a substitute for service. Failure to provide adequate notice may be grounds for denial of leave with pay and/or other disciplinary action.

A member becoming aware of the need for absence due to surgery or other predictable cause shall submit a statement from his/her attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability and the anticipated date of the member's return to active service.

### 7.2.4 **Return To Service**

If a member is absent for more than (5) consecutive days, he/she may be required to present to the principal/supervisor a medical doctor's certificate or other verification satisfactory to the District.

A member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment shall be required, prior to return to active service, to submit a medical statement indicating his/her ability to return to his/her present position. The District management may require that such verification be made by a physician appointed by the District provided the District can articulate the business necessity when it has a reasonable belief, based on objective evidence, that (1) an employee's ability to perform essential job functions will be impaired by a medical condition, or (2) an employee will pose a direct threat to safety due to a medical condition. The District shall inform unit members of their right to consult the Association regarding this District request.

### 7.2.5 Accumulation of Leave

If a bargaining unit member does not take the full amount of illness or injury leave allowed in any school year under this Article, the amount not taken shall be accumulated from year to year.

### 7.3 Extended Illness And Injury Benefits

When a member of the bargaining unit is absent from his/her duties on account of illness or injury, whether or not the absence arises out of or in the course of the employment, the member shall be entitled to the following extended illness or injury leave benefit after he/she has exhausted all regular sick leave in accordance with California Education Code Section 45196 and applicable law/s.

Members who are absent because of illness or injury and have exhausted the total number of days of current and accumulated sick leave and any donated catastrophic leaves shall receive 50% of their regular salary for a maximum of 100 working days with documentation from a medical provider. No other leaves, such as vacation, compensatory time, or floating holiday shall be used by the employee while on extended illness leave. The member shall choose to use all other leaves such as vacation, compensatory time, or floating holiday before or after the commencement of their extended illness leave.

For purposes of this section, "regular salary" means the amount the member would have earned in his or her regular assignment had he or she not been absent, but shall not include any overtime pay.

Members shall be credited each fiscal year with 100 working days of extended injury or illness leave. The 100 days shall not accumulate from year to year.

Nothing in this section shall be construed as authorizing the application of full or partial pay for periods of time during which a member would not normally be assigned to work.

### 7.4 Catastrophic Leave

#### 7.4.1 Definition

*Catastrophic Illness* is defined as any illness or injury that is expected to incapacitate a unit member for a period of twenty (20) or more working days.

#### 7.4.2 Eligibility Standards

All bargaining unit members must meet the following eligibility standards:

1. The bargaining unit member must have exhausted fully all paid sick leaves prior to receiving Catastrophic Leave (excluding Extended Leave- Article 7.3 (difference pay).
2. Catastrophic Leave may only be used for an employee's own catastrophic illness or injury.
3. Catastrophic Leave may not be used for personal necessity, normal pregnancy, cosmetic surgery, or mental stress.
4. Any bargaining unit member requesting Catastrophic Leave must have a medical doctor's verification of his/her catastrophic illness or injury.
5. A bargaining unit member shall be eligible to apply for Catastrophic Leave after his/her one-year anniversary of employment with the District.

#### 7.4.3 **Use of Catastrophic Leave**

1. Eligible unit members may apply for and receive a maximum of sixty (60) work days, during a twelve (12) month period, contingent upon the number of days donated.
2. Catastrophic Leave shall not in any case exceed 100% of the unit member's salary.
3. Donated sick leave days shall be converted for utilization on an hour for hour basis.
4. Catastrophic Leave recipients shall be paid at their regular rate of pay.

#### 7.4.4 **Catastrophic Leave Donation**

1. Participating donors shall donate a minimum of one (1) day of accumulated sick leave.
2. Participating donors must have a minimum of ten (10) days of accumulated sick leave after donation.
3. Donations of sick leave shall not affect a donating bargaining unit member's eligibility for the Attendance Incentive per Article 10.7.
4. In coordination with Article 7.3, if a substitute is not utilized and the unit member using catastrophic leave is in a fully paid status, no days shall be charged to the donating bargaining unit members.

#### 7.4.5 **Catastrophic Leave Committee**

A Catastrophic Leave Committee (CLC) shall be established consisting of two (2) bargaining unit members appointed by the Association and two (2)

District representatives appointed by the Superintendent or his/her designees. The CLC shall have the following authority and guidelines:

1. Receive and review all Catastrophic Leave requests submitted by bargaining unit members.
2. All members of the CLC shall maintain the confidentiality of bargaining unit members requesting Catastrophic Leave and any records presented to the CLC for review.
3. All decisions by the CLC shall be non-discriminatory.
4. By majority vote, make final decisions regarding the granting of Catastrophic Leave based on the eligibility standards in Article 7.4.2. Failure to achieve a majority vote shall constitute a denial of the request for Catastrophic Leave.
5. All decisions of the CLC shall be final and not subject to appeal or the grievance procedures of the current collective bargaining agreement.

#### 7.4.6 **Application of Catastrophic Leave Donations**

1. For each approved Catastrophic Leave request, the District and Association shall initiate a request to all bargaining unit members for donation of illness or injury leave.
2. Donations shall be prioritized for use in the order in which they are received by Human Resources Development. Separate lists shall be maintained for released and non-released bargaining unit member names.
3. The District shall initially utilize one day of donated illness or injury leave beginning with the bargaining unit member donor whose name appears first on the prioritized list. The District shall then utilize one (1) day of donated illness or injury leave from the bargaining unit member donors on the list in descending order and continue with this process until the number of days equals those necessary to complete the number of days requested and used by the recipient.
4. If the initial process of deducting one (1) day from each bargaining unit member donor does not meet the number of days necessary to complete the number of days requested, the District shall repeat the process as outlined in 7.4.6.3 until the number of requested days have been allocated or the donated days have been exhausted.
5. If there are more illness or injury days donated than needed to meet the amount necessary to complete the number of days requested, the remaining unused donated illness or injury days shall be retained by the remaining employees who have donated days.

#### 7.4.7 **Forms**

Such forms as may be necessary to properly document and administer the provisions of this section shall be as mutually agreed to by the District and the Association, and shall be provided by the District. ([Appendix B & B2](#))

### 7.5 **Industrial Accident and Illness Leave**

An employee shall be eligible for industrial accident and illness leave for personal illness or injury, which has qualified for worker's compensation under the provisions of the State Compensation Insurance Fund.

An employee who has sustained a job-related injury or illness shall report the same to his/her immediate supervisor on the appropriate District form within twenty-four (24) hours of the employee's awareness of the injury or illness. For the first thirty (30) days of industrial accident or illness leave taken under this section, the employee shall be examined and treated, if necessary, by a physician designated by the District or the District's industrial accident insurance carrier. If, however, the employee wishes to be examined by a physician of his/her choice, he/she may do so, as follows: At the time of employment or prior to any injury, employee shall indicate on appropriate District form, that he/she wishes to be examined and treated, if necessary, in cases of industrial accident or he/she illness, by a personal physician. This form shall contain the name, address, office phone number of the physician, and other appropriate information ([Appendix K](#)). Failure to exercise this option as provided shall necessitate the use of a District appointed physician. If the employee designates a physician, the District retains the right to have the employee thereafter, examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability or illness is attributable to the injury and job.

The rules and regulations shall provide the following provisions in accordance with EC 45192 and other relevant laws.

- 7.5.1 Industrial accident or illness leave shall not exceed sixty (60) working days in any one fiscal year for the same industrial accident or illness.
- 7.5.2 Industrial accident or illness leave shall not be accumulated from year to year.
- 7.5.3 Industrial accident or illness leave shall commence on the first day of authorized absence.
- 7.5.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws exceed the normal wage for the day.

- 7.5.5 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 7.5.6 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used. But, if an employee is receiving workers' compensation the person shall be entitled to use only so much of the person's accumulated or available sick leave, compensating time, vacation, or other available leave, which when added to the workers' compensation award, provide for a full day's wage or salary.
- 7.5.7 Any employee shall be permitted to return to service following industrial accident or illness leave only upon presentation of a release from the authorized worker's compensation physician certifying the employee's ability to return to his position without restrictions or detriment to the employee's physical and emotional well-being and the health and safety of others.

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 this position, he/she shall be employed in a vacant position in the class of his previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case, he shall be listed in accordance with appropriate seniority regulations.

- 7.5.8 When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury occurred, for the same illness or injury.
- 7.5.9 The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave.
- 7.5.10 Periods of leave of absence, paid or unpaid shall not be considered to be a break in service of employee.

## 7.6 **Bereavement**

- 7.6.1 The bargaining unit member shall be entitled to a leave of absence of up to five (5) days because of the death of any member of his/her immediate family. In the event of a death of a parent, spouse, or child of the member, two (2) additional days will be provided.

If special circumstances require more time than the allotted five (5) days, an additional two days may be granted. In this event, arrangements are to be made with the supervisor and approved by the Assistant Superintendent, Human Resources Development.

Total bereavement leave allotted under the provisions above shall not exceed seven (7) days for each occurrence.

No deduction shall be made from the salary of such bargaining unit member nor shall such leave be deducted from leave granted by other provisions of this Agreement.

- 7.6.2 A member of the bargaining unit shall be required to contact his/her immediate supervisor prior to the start of his/her regular work shift to request a leave of absence due to the death of a member of his/her immediate family. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized leave.
- 7.6.3 A member of the immediate family is meant to include: the mother, father, grandmother, grandfather or grandchild of the member or of the spouse of the member; the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the member; brother-in-law or sister-in-law, stepfather, stepmother, stepchild of the member or spouse of the member; guardian; or any person living in the immediate household of the bargaining unit member.
- 7.6.4 A bargaining unit member may also be granted a leave of absence without loss of pay for one working day to attend the funeral service of a relative or friend, with prior approval of the Supervisor or Assistant Superintendent, Human Resources Development. When there are extenuating circumstances where an employee has the responsibility of arrangements pertaining to the deceased, approval may be granted for additional time off without loss of pay. In this event, there must be advance approval of the Assistant Superintendent, Human Resources Development and the leave of absence without loss of pay may not exceed the leave of absence allowed for the immediate family as defined in this section. Verification of attendance at the service may be required.

## 7.7 **Jury Duty**

- 7.7.1 Bargaining unit members shall be granted leave for regularly called jury services. The member shall present an official court summons for jury duty to his/her immediate supervisor immediately upon receipt of such notice from the court. The immediate supervisor may request that the member discuss jury service options.

It is the responsibility of the member to report to work whenever the member is not required to attend jury duty service. Bargaining unit members on jury duty shall not be required to work more than their regularly scheduled work day. Travel time as well as preparation to go to and/or return to work from jury service, lunch and hours served on jury duty shall count as hours worked for each day. Bargaining unit members who do not serve a complete day are required to contact their supervisor immediately concerning work arrangements for that day.

Bargaining unit members assigned by the courts to serve jury duty shall complete their work assignment by 5:00 p.m. on the day preceding jury duty and the day of the jury duty assignment. The member shall not volunteer for additional jury duty beyond the normal legal requirement, and the leave of

absence provided for in this Section 7.7 shall not be available for such jury service.

The pay for any days of jury duty shall be the same as the pay which would have been received had the member been on duty in the District during the day, provided that the member transmits to the District Business Office any juror's fees received, exclusive of mileage. Otherwise, the member will receive pay in the amount of the difference between the member's regular earnings and any amount received for jury service.

## 7.8 **Personal Necessity Leave**

7.8.1 Leave which is credited under Section 7.2 of Article 7 (Illness and Injury Leave) may be used, at the member's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed seven (7) days in any school year. The unit member shall give the site administrator 24-hour advance notice of such leave and the duration of such leave, to the extent that emergencies beyond control do not preclude such notice. This leave does not require advanced permission.

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Personal necessity leave will not be granted for purposes of (a) employee organization (as defined in Government Code Section 3540.1) business or activity; (b) work stoppage, work slowdown or strike; (c) any concerted activity that interferes with the efficient operation of the District; (d) any activity which results in compensation, income or financial gain to be accrued by a member of the bargaining unit.

The member shall make a reasonable effort to comply with District procedures to enable the District to secure a substitute.

7.8.2 Up to three (3) additional days may be used with prior approval from the bargaining unit member's immediate supervisor. If a request is denied by the immediate supervisor the bargaining unit member may appeal the decision to the Assistant Superintendent of Human Resources or designee.

## 7.9 **Special Leave**

Employees in the bargaining unit working four (4) hours or more daily shall be entitled to three (3) days' non-cumulative special leave during each full school year, provided that the dates of such leave are approved in advance by the immediate supervisor. Pay for days taken off on a special leave by a bargaining unit member will be reduced by 50% of the employee's daily rate, whether or not a substitute is employed.

## 7.10 Other Leave Without Pay (OLWP)

Members of the bargaining unit may be granted other leave without pay, at the sole discretion of the Superintendent or designee, not to exceed five (5) days from July 1 through June 30 during any one school year. Leave requests, which exceed five (5) days, will be presented to the Board for consideration. Leave requests in this section shall specify the time of the leave and the reason for the request.

OLWP, not to exceed (5) days during any one school year, may be taken for day-to-day occurrences once an employee has exhausted all accrued personal necessity and vacation leave.

All such leave requests shall be made in writing on the form prescribed by the District and must be processed through the bargaining unit member's immediate supervisor and have prior approval of the Superintendent or designee; otherwise, the leave shall be considered as unauthorized and the bargaining unit member is subject to disciplinary action and/or dismissal.

Under all circumstances, a bargaining unit member's signature on the Statement of Absence form verifies that the personal responsibility for which the leave is requested cannot reasonably be fulfilled during hours when the bargaining unit member is not assigned to work.

If the needs of the District can be met, leave not to exceed one (1) year may be granted without pay for:

- Leave for academic study.
- Leave for serving in Peace Corps, job corps, teacher's corp., and foreign military teaching programs or federally sponsored civil service.
- Leave for child rearing and/or preparation for child bearing.
- Leave to run for or serve in an elective office.
- Leave to serve as an officer in the Association or its affiliates.
- Leave for personal health reasons.
- Voluntary reduction in work year.

Request for leave without pay, not listed herein may be approved if the Superintendent is satisfied that the needs of the District can be met. These leave requests must then be processed through the steps as outlined in the first paragraph of this Section.

Gainful employment during the leave shall void the leave. Other leave without pay shall not be granted for: work stoppages, work slowdown or strike; any concerted activity that interferes with the efficient operation of the District.

A bargaining unit member on leave without pay may participate in the employee group benefits provided the bargaining unit member pays to the District the full cost on a monthly basis in advance of the month due.

A bargaining unit member on leave without pay may remain an active participant in the Public Employees Retirement System by contributing thereto the amount

necessary to continue as a member on leave as provided by the provisions of the retirement system of which they are a member. A member of the bargaining unit may request to return to service prior to the last day of the leave as approved by the District by so notifying his/her immediate supervisor in writing at least five (5) working days in advance of the date the bargaining unit member desires to return.

If the leave was granted for personal health reasons, the bargaining unit member shall submit prior to return to active service a medical statement indicating an ability to return to his/her position without restrictions or detriment to the member's physical and/or emotional well-being.

Deductions for absences approved but without pay shall be made using the following formula per day:  $1/\text{number of days of required duty per year} \times \text{annual salary}$ .

A bargaining unit member on personal leave without pay for more than 25% of his/her annual days of required duty shall not advance a step on the salary schedule as provided in Article 10, during the year of the leave, nor shall the year of the leave count as a year of service toward a salary or vacation accrual longevity increment. A bargaining unit member on extended personal leave shall not earn nor be entitled to illness or injury leave, vacation, holiday or any other form of paid leave, except that in taking voluntary reduction leave, he/she shall earn vacation and illness leave.

Issues arising out of the exercise by the District and administration of its responsibilities under Section 7.10 of this Article 7, including the facts underlying its exercise of such discretion, shall not be subject to the Grievance Procedure as set forth in Article 9. ([Appendix J](#))

#### 7.11 **Retraining and Study Leave**

The District may grant a leave of absence to a bargaining unit member for study or retraining, at its sole discretion. Study or retraining leaves of absence may be taken in separate six (6) month periods or in any other periods designated by the District for a maximum cumulative leave of one (1) year, provided that the total leave of one (1) year shall be commenced and completed within a three (3) year period.

To be eligible for a study or retraining leave, the bargaining unit member must have seven (7) consecutive years of fulltime paid service in the District. To be eligible for a study or retraining leave, the bargaining unit member must agree to render at least two years of service in the employment of the District after returning from the leave.

A bargaining unit member who has received a study or retraining leave shall not be considered to be eligible for further leaves under this Section.

To apply for a study or retraining leave, the bargaining unit member must submit a total study or retraining plan including name of education or training institutions, proof of acceptance into the program, a detailed description of the program, a detailed description of the skills, knowledge and abilities the bargaining unit member will gain during the leave, a statement of the direct use of the skills, knowledge, and abilities in future service to the District, a suggested leave time-line

and the number of hours of required attendance in the program. The application must be submitted to the Superintendent or designee not later than three (3) months prior to the proposed beginning date of the leave.

Bargaining unit members granted a study or retraining leave shall be required to perform such services during the leave as the District and the bargaining unit member agree to in writing.

A bargaining unit member on a District-approved study or retraining leave shall receive the difference between the salary of the bargaining unit member on leave and the salary of a substitute in the position previously held by the member on leave. If a substitute is not utilized, the bargaining unit member on leave shall receive one-half of the bargaining unit member's regular rate of pay. Any compensation granted by the District to a bargaining unit member on leave shall be paid in two equal, annual installments during the first two years of service rendered in the employment of the District following completion of the leave. However, if the bargaining unit member furnishes a suitable bond indemnifying the District against loss in the event that the member fails to render at least two (2) years' service following the completion of the study and retraining leave, the compensation approved by the District will be paid the bargaining unit member on leave in the same manner as the member were in working status. A bargaining unit member on study or retraining leave shall not earn, nor be entitled to use sick leave, vacation, holiday or any other form of paid leave. A bargaining unit member on study or retraining leave shall not earn seniority while on leave and shall not be eligible to receive fringe benefits provided in Article 10 (Compensation).

The District may terminate a member on a retraining and study leave and recover any or all compensation granted to the members on leave if the member fails to comply with the provisions of this Agreement related to such leaves or any reasonable requests made by the District.

Issues arising out of the exercise by the District and administration of its responsibilities concerning the approval/disapproval of leave under Section 7.10 of this article including the facts underlying its exercise of such discretion, shall not be subject to Article 9 (Grievance Procedures).

## 7.12 **Family Care and Medical Leave**

The District shall comply with State and Federal laws and applicable Board Policies 4161 and 4261 concerning family care and medical leave.

Family care and medical leave shall be coordinated with other leaves available under this agreement as permitted by law.

### 7.12.1 **Definitions:**

Family Medical Leave Act (FMLA)-Federal Law that allows an employee to access 12 weeks of unpaid leave for an employee's own qualifying illness and/or injury or to care for a spouse, child, parent or domestic partner with a qualifying illness and/or injury or exigency relating to a family member's military service.

FMLA requires supporting documentation including when the leave starts and the expected end date. Qualifying employees are entitled to FMLA job protection for up to 12 weeks in a rolling year during their medical leave. Eligibility period is as follows; employees must have worked for a total of 1250 hours prior to accessing this leave. Form for this leave is attached as Appendix E.

California Family Rights Act (CFRA)-State Law that allows an employee to access 12 weeks of unpaid leave for an employee's own qualifying illness and/or injury or to care for a spouse, child, parent or domestic partner with a qualifying illness and/or injury or exigency relating to a family member's military service or a designated person with a qualifying illness or injury.

“Designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee to one designated person per 12-month period for the family care and medical leave.

CFRA requires supporting documentation including when the leave starts and the expected end date. Qualifying employees are entitled to CFRA job protection for up to 12 weeks in a rolling year during their medical leave. Eligibility period is as follows; employees must have worked for a total of 1250 hours prior to accessing this leave. Form for this leave is attached as Appendix E.

This leave is generally used concurrently with FMLA except in situations under the law that allow it to be used consecutively.

Pregnancy Disability Leave (PDL) - State law that allows a mother to take leave for a period of time up to 4 months when they are unable to work due to pregnancy, childbirth, miscarriage and related/resulting conditions. This leave is referred to under this agreement as Maternity Leave. This leave may run concurrently with FMLA but does not run concurrently with CFRA. There is no eligibility period for the bargaining unit member. Form for this leave is attached as [Appendix C](#).

Parental Leave- State Law that allows an employee to access 12 weeks of leave for the birth of a child of an/the employee(s) or the placement of a child with an/the employee(s) in connection with the adoption or foster care of a child by an/the employee(s). After the exhaustion of all accrued leaves the employee is eligible for differential pay. Parental Leave must be used within 12 months of child's birth or adoption. Eligibility period is as follows; employees must have worked for 12 months prior to the use of this leave. Form for this leave is attached as [Appendix C](#).

### 7.12.2 **Examples of coordination of leaves under the provisions of this article**

Extended leave for illness or injury of employees, medical leave for an employee's own illness and/or injury, including physical or mental disability absences. Bargaining unit members must exhaust all fully paid accrued leave, then if eligible may use catastrophic leave, then are entitled to leave as defined under 7.3 of this article (differential leave), this also includes approved leave under 7.9 of this article (Special leave) and then FMLA/CFRA leave up to 12 weeks.

Child Birth/Maternity Leave, use of this leave is addressed under 7.13 of this article.

Parental leave, Bargaining unit members must exhaust all fully paid accrued leave, then are entitled to leave as defined under 7.3 of this article (differential leave), this also includes approved leave under 7.9 of this article (Special leave) and then Parental leave up to 12 weeks.

A chart that demonstrates how PDL and Parental leave coordinate is attached under [Appendix C](#).

Benefits shall remain in effect during the use of the leaves under this section.

Use of the leaves under this section are separate from leaves granted under 7.10 of this article.

### 7.13 **Maternity Leave**

Bargaining unit members are entitled to use sick leave, as set forth in Sections 7.2 and 7.3 of this article, for that period of time verified by the attending physician that the member is unable to continue to perform assigned duties because of temporary disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing or preparation for child bearing, but shall be limited to those temporary disabilities set forth above.

Any member of the bargaining unit who is an expectant mother shall submit a written statement to Human Resources Development no later than three (3) months before the expected date of delivery together with a written statement from the attending physician. A physician's note must be provided along with the forms provided by the District. ([Appendix C](#))

Illness or injury leave benefits in connection with such leave shall terminate when the member's physician verifies that the member is physically able to return to work.

The District may require a verification of the extent of disability through a physical examination by the bargaining unit member's personal physician.

## 7.14 Reproductive Loss

7.14.1 Employees who have worked for the District for at least 30 workdays are eligible for this leave.

7.14.2 An employee may take up to five (5) days of leave for their own reproductive loss event or that of their spouse or partner if the employee would have been the parent of the child born or adopted.

7.14.3 Leave may be taken in one (1) day intervals within three months of the reproductive loss event.

7.14.4 Employees may use any available leave time including vacation time, sick time, floating holiday, personnel necessity or compensatory time to cover the leave so the employee can get paid. Otherwise, the leave is unpaid.

7.14.5 If an employee experiences more than one reproductive loss in a school year, no more than twenty (20) total days may be used in that year for reproductive loss.

## 7.15 **Leave to Serve in Armed Forces**

The district shall grant leave of absence to bargaining unit members for military service as provided by state and federal law. Bargaining unit members on authorized military leave shall be afforded compensation, benefits and re-employment in accordance with state and federal law.

## 7.16 **Exhaustion of Leaves**

If at the conclusion of all leaves of absence, paid or unpaid, the bargaining unit member is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.

At any time, during the prescribed thirty-nine (39) months, the bargaining unit member is able to assume the duties of his/her position; the bargaining unit member shall be reemployed in the first vacancy in the classification of his/her previous assignment. The bargaining unit member's reemployment will take preference over all other applicants except for those laid off for lack of work or funds in which case the bargaining unit member shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service shall be disregarded and the bargaining unit member shall be fully restored as a permanent employee.

## 7.17 **Appendices for this section**

Any currently used paper form listed as an appendix in this section may be changed to an electronic format to properly document and administer the provisions of this section.

## **7.18 Elections**

7.18.1 Employees are eligible for paid time off for the purpose of voting in Statewide and Local elections only if they do not have sufficient time outside of working hours to vote. Shift times, commute times and commute distances may be taken into consideration.

7.18.2 Employees can be given as much time as they need in order to vote in Statewide and Local elections, but only a maximum of two hours will be paid time off.

7.18.3 Unit members must notify their employer at least three working days prior to the election.

7.18.4 The District may require any time off to be taken only at the beginning or end of the employee's shift.

7.18.5 If an employee is denied the time off by their supervisor, the employee may appeal the denial to the Assistant Superintendent of Human Resources or designee to determine if the requested time off is justified.

## ARTICLE 8 - PERSONNEL FILES

- 8.1 The official personnel file of each bargaining unit member shall be maintained by the District's Human Resources Development division. Any files kept by the supervisor of the bargaining unit member shall not contain any material of a disciplinary nature that has not been reviewed by the bargaining unit member with the supervisor. Such materials and/or documents placed in the site file shall be signed and dated by the bargaining unit member, acknowledging placement in the file only. No disciplinary action beyond Article 26.2.3 (Written Warning) shall be taken against any bargaining unit member based upon materials, which are not in the official personnel file.
- 8.2 Bargaining unit members shall be provided with copies of any written material before it is placed in the bargaining unit member's personnel file. Information of a derogatory nature shall not be filed in a bargaining unit member's personnel file unless and until the bargaining unit member is given notice and an opportunity to review and prepare a written response within ten (10) working days of the notice of the derogatory material. The written response shall be attached to the material.
- 8.3 A bargaining unit member shall have the right to examine and/or obtain copies of any material from the bargaining unit member's personnel file, including original application for employment, with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the bargaining unit member, including but not limited to interviewer's comments.
- 8.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when necessary in the proper administration of the District's affairs or the supervision of the bargaining unit member. 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 log shall be maintained in the bargaining unit member's personnel file and be made available for examination by the bargaining unit member.
- 8.5 Any person who places written material or drafts written material for placement in a bargaining unit member'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.
- 8.6 Material held in a bargaining unit member's personnel file for longer than a two-year period shall not be the basis for initiating a disciplinary action.

## ARTICLE 9 - GRIEVANCE PROCEDURES

- 9.1 The purpose of this grievance procedure is to provide, at the lowest administrative level, a means by which a grievance may be resolved in an equitable efficient manner in an atmosphere of courtesy and cooperation.
- 9.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum; and every effort should be made to expedite the process. The time limits specified may be extended by mutual consent. All time limits shall consist of working days, which shall be any day in which the district administrative offices of the school district are open for business.
- 9.3 All procedural documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be treated as confidential material. These materials shall not be reviewed for decisions regarding re-employment, promotion, assignment, or transfer.
- 9.4 Grievance hearings and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled hearings are held during the duty day, persons required to participate in the hearing shall be excused without loss of pay or other benefits.
- 9.5 The aggrieved party shall be present at all meetings and hearings and may be represented by an Association representative at all meetings and hearings of the grievance procedure.
- 9.6 No party to a grievance shall take any reprisals against the other party to the grievance because he/she participated in an orderly manner in the grievance procedure.
- 9.7 If two or more members of the bargaining unit have the same grievance in issue and fact, then the grievances may be consolidated for purposes of hearing and decision; provided, each member files a separate grievance, and provided further, that the rights of the parties are not thereby prejudiced.

### 9.8 **Definitions**

#### 9.8.1 **Grievance:**

A grievance is a claim by a member of the bargaining unit or the Association, that there exists an alleged violation, misinterpretation, or misapplication of the specific provision(s) of this Agreement, Memorandums of Understanding and Side Letters of Agreement

#### 9.8.2 **Immediate Supervisor:**

The immediate supervisor is the management person having jurisdiction over the employee who is filing the grievance.

#### 9.8.3 **Grievant:**

A grievant is a member of the bargaining unit or the Association asserting a grievance.

**9.8.4 Parties in Interest:**

The person or persons making the claim, any person or persons assisting the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

**9.8.5 Work day:**

A workday is defined as any day that the District Office is open for business.

**9.9 Procedures**

Should a grievance arise, it will be processed in the following manner:

**9.9.1 Informal Resolution – Level I**

Any bargaining unit member who believes he/she has a grievance shall present the grievance orally or in writing to the immediate supervisor within thirty (30) work days after the grievant should have reasonably known of the circumstances which formed the basis for the grievance. Failure to do so will render the grievance null and void. The supervisor shall hold a conference and attempt to resolve the matter within five (5) work days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference will be held between the aggrieved bargaining unit member and the immediate supervisor.

**9.9.2 Formal Written Grievance – Level II**

If the grievance has not been resolved at Level I, the grievant may present a formal written grievance on the appropriate form (Appendix M) to the immediate supervisor within ten (10) workdays of the oral decision of the supervisor. If the grievant does not present such grievance in writing within the above stated time period, the grievance is deemed to be resolved. The written information shall include: a description of the specific grounds of the grievance, including names, dates and places necessary for complete understanding of the grievance; a listing of the provisions of this Agreement which are alleged to have been violated, misapplied or misinterpreted; a listing of the specific action requested of the District which will remedy the grievance.

The immediate supervisor or designee shall meet with the grievant within five (5) work days. The disposition of the grievance shall be indicated in writing within five (5) work days of the meeting, with copies to the grievant and the Association. If the immediate supervisor or designee does not respond within the above time limits, the grievant may proceed to the next level.

**9.9.3 Appeal to the Superintendent – Level III**

If not satisfied with the decision at Level II, the grievant, within ten (10) work days of the receipt of the Level II response, may appeal the decision in writing to the Superintendent or designee, with a copy also sent to the

immediate supervisor or designee. If the grievant does not present such grievance in writing within the above stated time period, the grievance is deemed to be resolved. The Superintendent or designee shall meet with the grievant within five (5) work days of the receipt of the Level III appeal and communicate a written decision and the reasons therefore to the grievant within ten (10) work days of receipt of the Level III appeal, with copies furnished to the aggrieved party and the Association. If the Superintendent or designee does not respond within the above time limits, the grievant may proceed to the next level.

#### 9.9.4 **Arbitration**

Grievances which are not settled at Level III, and which the grievant and CSEA both desire to contest further, shall be submitted to arbitration as provided herein, but only if CSEA gives written notice to the District of its intent to arbitrate within ten (10) work days after the termination of Level III. It is expressly understood that the only matters which are subject to arbitration are grievances defined above, which were processed and handled in accordance with the limitations and procedures of this article.

9.9.4.1 Selection of an Arbitrator: As soon as possible, and in any event not later than ten (10) work days after the District receives the written notice of CSEA's desire to arbitrate, the parties shall agree upon an arbitrator. A list of five (5) arbitrators shall be requested from the American Arbitration Association. Within seven (7) days of receipt of the list of arbitrators, the Association and the District shall meet to select the arbitrator who will hear the grievance. Such Arbitrator shall be bound by the rules of the American Arbitration Association.

The party who strikes the first name shall be determined by lot. If the arbitrator selected indicates that he will not be available for hearing within a reasonable time, not exceeding sixty (60) calendar days, the parties shall proceed to select another arbitrator from the list.

9.9.4.2 Motion to Dismiss: If the District claims that the grievance is not arbitral or should be dismissed, such a claim shall, at the option of the District, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance. If the District intends to make such a motion, it shall so notify CSEA at least ten (10) work days prior to the hearing. The District may also at its option, and without prejudice, have such a claim heard along with the merits of the case. If the District should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.

9.9.4.3 Limitations upon Arbitrator: The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of

this Agreement, but shall determine only whether or not there has been a violation of a specific provision of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have the authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition, detraction, or revision) of the written terms of this Agreement, the arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

- 9.9.4.4 Effect of Award: The decision of the arbitrator within the limits herein above prescribed shall be final and binding upon the District, the grievant and CSEA.
- 9.9.4.5 Fees and expenses of the arbitrator shall be shared equally by the District and CSEA. Each party shall bear the expense of the presentation of its own case, with the exception of release time which shall be as provided above.

## ARTICLE 10 - COMPENSATION

### 10.1 Compensation

Compensation: The Bonita Unified School District and the Association agree to a 3% salary schedule increase effective July 1, 2023.

In addition, the District and the Association agree to meet prior to the end of August, 2023, to discuss any possible further increases related to wages.

- 10.1.1 The District and CSEA shall select a minimum of three representatives each for the purpose of review and update of the salary comparison chart developed in 2018. This group shall be referred to as the Salary Survey Committee. The chart will reflect current salaries for bargaining unit positions and those benchmark districts listed therein. The committee shall meet in July in the years that end in 3 and 8.

Upon completion of the review and update, the committee shall forward a list of classifications that have disparity. Each year the bargaining teams for the District and CSEA shall meet to determine which classifications from the recommended list to negotiate.

- 10.1.2 The parties agree to meet prior to September 31, 2021, to discuss any positions that do not meet state and/or federal minimum wage requirements or are within one (1) dollar of the federal minimum wage.
- 10.1.3 Should any employee group receive higher total compensation, including benefits, than is negotiated with CSEA, the District shall provide an equivalent percentage in total compensation to all classified employees within the bargaining unit.
- 10.1.4 All CSEA represented classified employees will receive an off-schedule, one-time lump sum payment of 1% on the employee's 2025-2026 base assignment (contracted time). This excludes overtime, extra duty, working out of class, stipends, and coaching assignments. Employees must be in paid status on September 2, 2025, to receive the lump sum payment.
- 10.1.5 The District and Association agree to collaborate on aligning the classified salary tables.

### 10.2 Health and Welfare Benefits

The District and the Association agree to meet in August 2022, to discuss possible increases related to Health and Welfare Benefits.

- 10.2.1 Effective December 1, 2019, the District's benefit allocation for full time employees shall increase to \$11,000 annually commencing with the 2020 benefit year (pro-rated for part time benefit eligible employees). There will be an additional \$50 per month increase to the District's Health Benefits contribution starting with the December, 2021, paycheck through June 30, 2022. Thereafter the District's annual maximum contribution towards health

benefits shall be \$12,000 per year for active employees for the Health Benefit Program. Part-time unit members will receive a pro-rata allocation. Effective January 1, 2019, use of the District allocation by employees is limited to medical, dental, vision, and disability insurances. The District will fund all benefit eligible employees a life insurance policy in the amount of \$50,000. There is no TSA or cash option for bargaining unit members who were hired on or after July 1, 1992.

- 10.2.2 For regular part-time bargaining unit members working four (4) hours a day or more, the District will contribute a proportionate amount to the existing program.
  - 10.2.3 In accordance with the Tax Reform Act of 1986, the District shall provide for the administration of a Section 125 Plan as approved by the District and Association.
  - 10.2.4 The District's annual maximum health and welfare allocation shall be \$4,703 for full time bargaining unit members who were employed in the District prior to July 1, 1992 and elect a TSA/cash option. Employee only medical coverage and life insurance in the amount of \$10,000 is mandated. Additional District funded employee selected amount of life insurance shall not exceed the IRS limit.
  - 10.2.5 Bargaining unit members who verify medical coverage elsewhere are not required to select the mandated employee medical coverage.
  - 10.2.6 The Benefits Committee shall recommend to the respective parties specific coverage and carrier options for the Bonita Unified School District. The Benefits Committee shall consist of nine members of whom CSEA Bonita Chapter #21 shall select three; Bonita Unified Teachers Association shall select three; and the District Management Team shall select two. The ninth member of the committee shall be the Assistant Superintendent, Business Services. The District shall provide non-voting clerical support to the Benefits Committee. The method of decision-making by the Benefits Committee shall be consensus. If consensus cannot be reached, decisions shall be made by a majority vote that includes at least one vote from each of the groups present for the decision. If any group is not represented at a Benefits Committee meeting the meeting shall continue.
- 10.3 Progression on the salary schedule for members of the bargaining unit shall be made as follows:
- Bargaining unit members starting on Step A shall advance to Step B at the end of six (6) months probationary period in a paid status. After an additional six (6) months in paid status, they shall advance to Step C. Members advance to Step D one year after being advanced to Step C; Step E one year after being placed on Step D. Progression on the schedule, beyond Step C, is based on annual paid service to the District.

- 10.4 A member of the bargaining unit whose position and scope of duties require the occasional use of his/her personal automobile, and who has been specifically authorized in advance by District management to use his/her automobile, shall be reimbursed at the rate established by the District. The member shall be required to file for such reimbursement on the District mileage claim form. ([Appendix H](#))

The District shall establish the rate of reimbursement and specifically authorize such reimbursement to individual members of the bargaining unit whose position and scope of duties require the regular use of the member's personal automobile.

#### 10.5 **Longevity Increment**

The District pays premium pay for longevity procedures included in Education Code 45309 and as follows effective July 1, 2024:

- 10.5.1 One-hundred dollars and seventeen cents (100.17) per month after completion of seven (7) consecutive years of employment. Those members qualifying for the longevity increment as of the date of this Agreement shall continue to receive longevity increments.

An additional One-hundred dollars and seventeen cents (100.17) per month after completion of thirteen (13) consecutive years of employment.

An additional One-hundred dollars and seventeen cents (100.17) per month after completion of seventeen (17) consecutive years of employment.

An additional One-hundred dollars and seventeen cents (100.17) per month after completion of twenty-three (23) consecutive years of employment.

An additional One-hundred dollars and seventeen cents (100.17) per month after completion of twenty-seven (27) consecutive years of employment.

Beginning July 1, 2025 and every year thereafter the increment amount shall increase by two (2) dollars or the same percentage increase in compensation agreed to by the District and CSEA rounded up to the nearest percent, whichever is greater.

To qualify for this long-term recognition plan, the employee must satisfy all District standards according to evaluation records for a period of two years prior to each longevity anniversary date. In addition, once an employee has qualified under the long-term recognition plan for any of the monthly increments, these increments shall stay in effect as long as the employee maintains a satisfactory record of service to the District.

A bargaining unit member working less than a full eight-hour day shall receive longevity pay proportionate to the number of hours worked.

#### 10.6 **Professional Growth**

##### 10.6.1 **Goal Statement and Program Objectives**

The Bonita Unified School District and CSEA, Bonita Chapter #21 through support of this program shall encourage continued and active participation on the part of all classified employees in a Professional Growth Program.

10.6.1.1 Professional Growth is the continuous, purposeful engagement of study and related activities designed to retain and extend standards of classified employees.

10.6.1.2 Professional Growth activities are designed to improve service to the District and the personal development of the employee.

## 10.6.2 Professional Growth Review Committee

### 10.6.2.1 Composition

A Professional Growth Review Committee shall be established composed of six (6) members, four (4) of whom shall be classified employees appointed by the Association. Two (2) members shall be management and appointed by the Superintendent or designee. The Assistant Superintendent, Human Resources Development or designee shall serve as an ex officio member of the committee and resource person.

An attempt shall be made to nominate representatives for election that would give comparable representation in the various work classifications.

Example:

1. Secretarial/Clerical
2. Maintenance/Operations
3. Food Services
4. Instructional Aides
5. Transportation

A chairperson shall be elected by the committee.

### 10.6.2.2 Term

Classified members of the review committee shall serve for a two (2) year term with one half (1/2) of the committee elected each year. The initial committee members shall draw lots to determine the one year and two year terms.

### 10.6.2.3 Duties

The committee shall serve as the appeal/review committee for Professional Growth and approve all forms and revisions to the Professional Growth Program.

## 10.6.3 Qualifications and Procedures

All bargaining unit members successfully completing their probationary period are eligible to enter the Professional Growth Incentive program.

- 10.6.3.1 To be eligible for increment credit, all courses (with the exception of CSEA Job Steward training) must have the prior written approval of the Assistant Superintendent, Human Resources Development or designee. Such courses shall be taken during non-duty hours and are the bargaining unit members' expense.
- 10.6.3.2 To qualify for increment credits, the course must be related to the bargaining unit member's job assignment, and result in a benefit to the District. The District, in its sole discretion, may approve courses unrelated to the bargaining unit member's present job assignment in extraordinary cases where a benefit to the District is anticipated through a future change in the employee's assignment.
- 10.6.3.3 In the event approval of a particular course is denied, the application shall be referred to the Professional Growth Committee for review. The bargaining unit member shall be notified of the denial and given the opportunity to appear before the Committee. The decision of the Committee shall be final.
- 10.6.3.4 College units must be earned at accredited colleges, universities, trade schools or District-approved adult education programs.
- 10.6.3.5 To receive increment credit; the bargaining unit member must complete the course with a grade of "C" or better, or a "pass" grade.
- 10.6.3.6 When a bargaining unit member has completed ten (10) approved growth points, he/she shall receive an annual growth award in the amount of \$250 payable in a lump sum amount in June of each year.
- 10.6.3.7 A bargaining unit member may not earn an award more often than once in a two-year period, and can only apply a maximum of ten (10) points within any two-year period; however, there is no time limit on the accumulation of the ten (10) points.
- 10.6.3.8 Of the ten (10) points required, six (6) must be in the area of course work related to job skills.
- 10.6.3.9 A maximum of four Professional Growth Increments of \$250.00 annually (maximum of \$1000) may be achieved through voluntary participation in the Professional Growth Program.

## 10.6.4 Program Content and Record Keeping

10.6.4.1 Professional growth credits may be achieved through participation in any of the following categories of activity:

- a. Coursework  
University, college, and junior college courses  
Adult education courses  
Trade schools
- b. District in-service workshops
- c. Special activities  
Lecture series  
Institutes  
Community groups (leadership capacity)  
Conferences (paid for by the employee)

### 10.6.4.2 Coursework

Credit may be earned by taking courses at universities, colleges, junior colleges, trade schools, adult schools, or District in-service. Courses must be completed to receive credit with a passing grade of “C” or better assigned. A certification of satisfactory completion, signed by the instructor will be accepted until grade transcripts are available. Credit points will be assigned as follows:

- College, junior college, or trade school courses: one (1) point per semester hour
- Two (2) adult education courses = one (1) college course
- Eighteen (18) hours class work constitutes the equivalent of one (1) semester hour
- Three (3) quarter units = Two (2) semester units

### 10.6.4.3 District In-Service Workshops

Credit for the planning or organization of, leadership in, or presentation services rendered by an employee for District sponsored workshops shall be applied to this program at the rate of one (1) point for each six (6) hours service in the capacity. The leader of the workshop shall be responsible for verifying the time involved in planning, leadership, and presentation to the Assistant Superintendent, Human Resources Development or designee. Credit for attendance only at the district sponsored workshops will be applied at the rate of one point for each ten (10) hours of attendance outside the work day.

### 10.6.4.4 Special Activities

An institute or lecture series attendance may be used to obtain credit points. These programs may be selected from those offered

by an adult school, college, or professional group, or may be as approved by the Assistant Superintendent, Human Resources Development or designee. The auditing of a college class may be considered as part of this series. Institute/lecture series credits may be earned any time during the growth period. Attendance at ten (10) one-hour programs will constitute one (1) point credit. Credit for conducting an institute or lecture program will be applied at two (2) points for each ten (10) one-hour programs. Verification shall consist of a fee statement, program of activities, or registration receipt. If not available, a one page outline of the activity shall be submitted for credit, upon approval by the Assistant Superintendent, Human Resources Development or designee. Conferences, paid for by the employee, that are job related will be applied at one (1) point for each ten (10) hours of attendance. District or Association committee group membership credit will be applied at one (1) point for one year of active service. Only (1) one point can be earned for each individual growth award. One (1) point for CSEA membership (one time only) and one (1) point for holding an elected office in the Association and each time a member is re-elected, should that occur, will be awarded. Credit can be earned for attendance at CSEA Job Steward training. Ten (10) one-hour programs will constitute one (1) point credit. Verification shall consist of a certificate of attendance issued by the State Association of CSEA indicating the instructional hours completed.

#### 10.6.4.5 **Application**

The following procedure must be followed in order to receive professional growth credit. This is a voluntary program and participation shall not be a requirement towards attaining any of the rights, benefits, or burdens accorded unit members under the classified contract.

- 10.6.4.5.1 An application for earning a professional growth award must be completed by the bargaining unit member, outlining his/her anticipated activities and submitted to the Assistant Superintendent, Human Resources Development or designee prior to the commencing of professional growth activities. ([Appendix I](#))
- 10.6.4.5.2 All applications must be submitted by the bargaining unit member by May 1 before beginning the professional growth program (with the exception of CSEA Job Steward training.)
- 10.6.4.5.3 Evidence must be obtained of attendance at special activities and a short summary of lectures, workshops, must be submitted with their final application for the award.

- 10.6.4.5.4 It is the responsibility of the bargaining unit member to maintain his/her own file of report cards, transcripts, or other acceptable certification of courses completed.
- 10.6.4.5.5 When the bargaining unit member has completed the required ten (10) points, all records, are to be submitted to the Assistant Superintendent, Human Resources Development for certification before May 1.
- 10.6.4.5.6 The professional growth committee will meet in May of each year to consider denied applications.
- 10.6.4.5.7 Bargaining unit members will receive recognition certificates and award pins for the completion of each professional growth award.

## 10.7 **Attendance Incentive Program**

- 10.7.1 **General** – This Attendance Incentive Program is intended to reward regular attendance, improve the instructional program and reduce the costs of absenteeism. Any absences for illness or injury and personal necessity, including those beyond the control of the bargaining unit member, will adversely affect the bargaining unit member’s entitlements under this Program. This Attendance Incentive program provides incentive payments which are intended to reduce the bargaining unit member use of illness or injury and personal necessity leave; however, the Program’s incentive payments for annual unused illness leave do not reduce or otherwise affect the bargaining unit member’s accumulation of unused illness, retirement credit hours and have no impact on vacation benefits.
- 10.7.2 **Eligibility** – Any active District bargaining unit member employed a minimum of 75% of the school year and who earns illness leave benefits during the school year (from July 1 through June 30) shall participate in the Program. Bargaining unit members must retain 66% of their annual illness or injury leave to be eligible for compensation under this incentive program.
- 10.7.3 **Computation of Annual Incentive Payments** – The maximum possible number of hours subject to the Program’s annual incentive payments shall be equal to the number of illness leave hours actually earned by the bargaining unit member during the school year or 80 hours, whichever is less. This maximum of 80 hours is applicable to all assignment bases, including bases which earn more than 80 hours annually. Each hour of illness leave used at any time during that year, whether for illness, injury, or personal necessity, shall be subtracted from the above-stated maximum number of hours, and for each resulting unused hour of illness leave, the bargaining unit member will receive a payment equal to a percentage of the

bargaining unit member’s actual hourly rate at the close of the school year or a percentage of **\$19.00** per hour, whichever is less. Every fourth year, the amount will be raised by \$1.00 per hour with the next increase taking place at the beginning of the 2026-2027 school year. The percentage will vary according to the bargaining unit member’s career accrued illness hours as of the close of the school year as shown in the Attendance Incentive Payment Table.

**Attendance Incentive Payment Table**

<b>Career Accrual as of Close of School Year</b>	<b>Percent of Regular Hourly Rate to be paid for Unused Illness Hours in Current Year as Described Above</b>
Less than 240 hours	30%
241 to 480 hours	35%
481 to 1199 hours	40%
1200 or more hours	60%

**10.7.4 Annual Cash Payment To Bargaining Unit Member**

The annual incentive payment resulting from the above calculations shall be paid to the bargaining unit member as a cash payment (subject to legally required deductions) following the end of the school year in which the payment is earned.

10.7.5 All bargaining unit members’ remaining accumulated attendance incentive balances shall be distributed as a one-time payment to the bargaining unit members, subject to legally required deductions, with or before the 2000-2001 attendance incentive payment.

**10.8 Promotion**

Any bargaining unit member who is promoted to a position in a class with a higher pay range shall be entitled to receive a rate of compensation which produces an increase over the bargaining unit member’s present rate of pay. The increase shall be no less than 5% unless the bargaining unit member reaches the top step of the classification. The effective date of the promotion shall become the new anniversary date for future step increases.

**10.9 Position Reclassification To Lower Range**

When a position is reclassified to a lower range, the bargaining unit member is “Y-rated,” meaning that he/she will receive no decrease in pay and shall proceed to the maximum of the range, after which salary shall not be increased until the maximum salary of the lower range is equal to the frozen salary of the bargaining unit member, at which time the bargaining unit member will receive maximum salary of lower range.

10.10 **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 class as provided for in the Classified Salary Schedule (Appendix D), which is attached hereto and by reference incorporated as part of this Agreement.

10.11 **Pay Warrants**

All regular pay warrants of bargaining unit members shall be itemized in accordance with procedures of the office of the County Superintendent of Schools.

10.12 **Frequency - Once Monthly**

Bargaining unit members shall be paid at least once per month.

10.13 **Payroll Errors**

Any District-initiated payroll error resulting in insufficient payment for a bargaining unit member shall be corrected, and a supplemental warrant shall be prepared for processing no later than five (5) working days after the error is discovered.

A payroll error made by an employee will be corrected and a supplemental warrant shall be prepared for processing no later than five (5) working days after the employee has corrected the identified error.

In the event the bargaining unit member is overpaid the District shall contact the member. The District shall meet with the member to explain the overpayment. The parties shall negotiate a repayment plan. The bargaining unit member may request a union representative at the meeting.

10.14 **Special Payments**

Any payroll adjustment due a bargaining unit member as a result of working out of class, recompilation of hours or other reasons other than procedural errors shall be made to the employee on the next subsequent issued warrant.

10.15 **Corrections to Payroll Documents**

Bargaining unit members shall be informed of all changes to time cards, overtime and extra duty documents by management in writing. The bargaining unit member shall sign the written notice. The bargaining unit member's signature shall only indicate receipt of the notice. The bargaining unit member and manager shall both retain a copy of the signed notice. If a disputed amount is not resolved prior to the end of business hours the day before payroll lock, then Article 9 (Grievance Procedure) shall be followed. All disputed amounts that have been resolved shall be paid in accordance with Article 10.13 (Payroll Errors).

10.16 **Lost Checks**

Any paycheck for a bargaining unit member which is lost after receipt, or which is not delivered within five (5) days of mailing, shall be processed for replacement no

later than five (5) working days following the bargaining unit member's demand of the payroll department for replacement of the check.

10.17 **Mileage**

Any bargaining unit member 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. 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 prepared for processing in accordance with procedures of the office of the County Superintendent of Schools.

10.18 **Non-Owned Automobile Insurance**

The District agrees to provide secondary personal-injury and property-damage insurance to protect bargaining unit members in the event that bargaining unit members are required to use their personal vehicles on employer business.

10.19 **Bilingual Translation Stipend**

Bargaining unit members who are qualified and assigned to provide bilingual translation services beyond the scope of their regular duties will be paid a monthly stipend of \$100 for one language and an additional \$25 a month for each additional language for each month they are in regular paid status.

10.19.1 **Qualifications**

To be eligible for the bilingual translation stipend, a bargaining unit member must pass a written and/or oral language competency test and be designated for such an assignment by the District. A bargaining unit member may request a waiver of the competency test based upon previously demonstrated competency verified by the immediate supervisor.

10.19.2 **Assignment**

A bargaining unit member assigned to provide bilingual translation services may be asked to translate oral or written language from that language into English or from English into that language. The bargaining unit member may be assigned to provide translation services at any location in the District. The District shall select and assign bargaining unit members to perform the duties from among those who have been qualified to provide the service.

Assignment shall be made on an annual basis from July 1 to June 30. An assignment may be discontinued at any time by mutual agreement between the bargaining unit member and their immediate supervisor.

Only assigned and designated unit members shall be compensated for providing the service.

Assigned bargaining unit members who provide translation services outside of their regular work hours will be compensated for extra duty or overtime as provided by contract.

10.20 **Retirement Incentive**

Full time bargaining unit members who are at least 50 years of age with 5 years of continuous service in the District shall be provided a District annual maximum retirement incentive allocation of \$2,500 for ten (10) years or until they are eligible for full social security retirement age based on the bargaining unit member's birth date using the social security calculator, whichever occurs first. Bargaining unit members will receive this incentive in an annual stipend.

The amount will be raised by \$200.00 at the beginning of the 2026-2027 school year. The parties shall discuss an increase each year following the 2026-2027 school year.

Part time bargaining unit members shall be provided a pro-rata District contribution based upon the average percentage of full time of the preceding three years.

Bargaining unit members may elect to receive this allocation in an annual stipend in lieu of the benefits contribution.

Bargaining unit members shall be eligible to receive the retirement incentive beginning in March following retirement. Part time bargaining unit members shall receive pro rata share based on the percentage of full time. The percentage of this payment shall be based on the average of the preceding three years.

The amount of the retirement incentive at the time of retirement shall continue at the same amount for the period of time the bargaining unit member is eligible.

10.21 **Budget Advisory Committee**

When the District forms a Budget Advisory Committee or similar group, CSEA is committed to representing its members on that committee or group.

## **ARTICLE 11 – ORGANIZATIONAL MEMBERSHIP**

- 11.1 CSEA has the exclusive right to have employee organization membership dues deducted by the District for bargaining unit members.
- 11.2 The District shall deduct CSEA dues from the wages of all bargaining unit members who have submitted payroll deduction authorization forms. Such authorizations shall remain in effect until the member has notified CSEA and subsequently CSEA has notified the District.
- 11.3 The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums so deducted.
- 11.4 Along with each monthly payment to CSEA, the District shall without charge, furnish CSEA with an alphabetical list of all bargaining unit members, identifying them by name, months per year in paid status and annual salary.
- 11.5 If the District receives a request to cancel membership they shall direct the individual to contact CSEA. The District shall rely on information provided by the California School Employees Association regarding whether dues deductions are maintained or cancelled.
- 11.6 CSEA agrees to indemnify and hold harmless the District against any and all liabilities, claims, or actions which may be brought against said District or District Board of Trustees individual or collectively, its officers, employees, and agents, including but not limited to reimbursement for all costs, expenses, fees settlements, and judgments, and providing an effective defense on behalf of the District at the direction and expense of CSEA against any and all lawsuits or other legal proceedings, arising out of and in connection with this Article.

## ARTICLE 12 – VACATIONS

- 12.1 All bargaining unit members, with at least six months of paid service with the District, are entitled to an annual vacation at the regular rate of pay earned at the time the vacation is commenced. Such vacation shall accrue at the rate of one day for each month of service, for full time bargaining unit members. Bargaining unit members working less than eight (8) hours per day will have their vacation accrued on a prorated basis. The following schedule will apply.

	<b>10 months</b>	<b>11 Months</b>	<b>12 Months</b>
1-5 years	10 days	11 days	12 days
6-10 years (3 longevity)	13 days	14 days	15 days
11-15 years (3 longevity)	16 days	17 days	18 days
16-19 years (2 longevity)	18 days	19 days	20 days
20 + years (2 longevity)	20 days	21 days	22 days

Vacation time should be used in the year it is accrued but must be used as vacation no later than June 30 of the year following the year in which it is accrued. Only two years of accrued vacation days at the bargaining unit member's longevity level shall be available for use as vacation in any given year. A bargaining unit member shall not accrue more than sixty-six (66) vacation days. If a bargaining unit member's number of accrued vacation days exceeds sixty-six, the bargaining unit member, the Assistant Superintendent of Human Resources Development or designee and a representative of the Association shall meet to determine how the vacation will be used or paid off.

### 12.2 **Interruption of Vacation to Begin Another Type of Paid Leave**

All permanent bargaining unit members may interrupt their vacation or terminate their vacation to begin another type of paid leave without a return to active service provided the following provisions are met: (Education Code 45200)

Whenever possible, the bargaining unit member shall give his/her immediate supervisor adequate notice that a break in vacation leave is necessary.

The bargaining unit member shall be required to sign on a prescribed form a statement giving the reasons that an interruption or termination of vacation leave is necessary. In the event of illness or injury while on vacation leave, a doctor's signature and statement as to the type of illness or injury shall be presented as evidence.

Such interruption or termination of vacation leave shall be subject to approval by the Assistant Superintendent, Human Resources Development or designee. The Assistant Superintendent, Human Resources Development shall take whatever steps are necessary to verify the authenticity of the request for interruption or termination of vacation for another type of paid leave.

### 12.3 **Vacation Scheduling**

School year bargaining unit members are encouraged to utilize vacation during non-instructional days. Vacation shall be taken at times that are mutually convenient to the employee and supervisor, consistent with the needs and workload of the department or school site.

Vacation requests may be submitted at any time. Vacation requests shall be approved/denied in advance by the immediate supervisor or department head. If the employee does not receive approval/denial within three (3) work days after the approver's receipt of the request said request shall be deemed approved if the employee possesses verification of the supervisor's or department head's receipt of the request.

Requests made 10 or more days in advance that are denied may be appealed to the Superintendent or designee.

Requests made less than 10 days in advance shall not be subject to the appeals process.

Bargaining unit members who are denied vacation on appeal shall be compensated for that denied vacation at their regular rate of pay unless the bargaining unit member has less than two years of vacation accrued and elects to have the denied vacation remain in their accrued balance.

When conflict in scheduling vacation days occurs because too many members are requesting to be absent at the same time, seniority in the District will be used as a basis for approving vacations of those members who can be spared during that time period.

Probationary members of the bargaining unit who work a 12-month year must have completed at least six (6) months of service before vacation leave is taken. A bargaining unit member who has not completed six (6) months of service is not entitled to a lump-sum compensation for earned vacation upon separation of service.

Probationary employees who may become permanent within the fiscal year may be advanced unearned vacation days for use during winter and/or spring breaks. The employee must apply for use of the unearned vacation day(s) on the "Unearned Vacation Request" form. If the employee leaves service with the District prior to the completion of their probationary period the amount of advanced unearned vacation shall be deducted from the final pay warrant.

For purposes of this article "reasonable" shall be defined as appropriate, ordinary or usual in the circumstances.

- 12.4 The Monday and Tuesday of Thanksgiving Holiday week are student free days. 208-day unit employees shall take vacation/floating holiday on these days. The Wednesday of Thanksgiving Holiday week is a non-work, non-paid day for all 208-day bargaining unit members.

Employees with less than 5 years of service will have the option to take any available leave on the Monday of the Thanksgiving Holiday week. School session employees may not use PN days on any other vacation days identified on the calendar (Winter and Spring Break) unless they had been previously approved to work based on program need by their direct supervisor.

The school session employees will take vacation/floating holiday on the 10 other vacation days identified on the calendar (winter and Spring Break) unless they had been previously approved to work based on program need by their direct supervisor.

Employees with less than 5 years' service using any leave on the Monday and/or Tuesday of Thanksgiving Holiday week, shall not have the Attendance Incentive affected.

The 208-day calendar will be retitled "School Session Calendar".

## ARTICLE 13 – HOLIDAYS

### 13.1 Scheduled Holidays

A bargaining unit member is entitled to the following sixteen seventeen paid holidays per fiscal year, provided that the member is in paid status during any portion of the workday immediately preceding or following the holiday. With the exception of the Floating Holiday the holidays listed below are to be calendared in accordance with the work calendars for members of the bargaining unit.

#### Legal Holidays

Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Juneteenth

#### Local Recesses

Day after Thanksgiving  
Christmas Holiday  
New Year's Holiday  
Spring Break Holiday  
BUSD Day

#### Floating Holiday

(One day - Article 13.3)

- 13.2 When a holiday falls on a Sunday, the following Monday shall be the holiday except when Christmas Eve falls on a Sunday, the preceding Friday shall be the holiday. When a holiday falls on a Saturday, the preceding Friday shall be the holiday.

Bargaining unit members shall receive every holiday proclaimed by the President, the governor of the State, or the legislature of the State of California as provided for in subdivisions (b) and (c) of Section 37220 of the California Education Code.

- 13.3 The bargaining unit member shall request the use of the Floating Holiday on a District form to be submitted to the immediate supervisor for approval no less than five (5) working days prior to the intended use.

## **ARTICLE 14 – CONCERTED ACTIVITIES**

14.1 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort to encourage all bargaining unit members to do so. It is agreed and understood that there will be no strike, work stoppage, slowdown or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the California School Employees Association or by its officers, agents, or organizations to engage in such activity. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by members of the bargaining unit, the Association agrees in good faith to take steps to cause those members to cease such action.

It is agreed and understood that any member of the bargaining unit violating this Article 14 may be subject to dismissal proceedings.

During the term of this Agreement the District agrees that it shall not engage in a lockout of bargaining unit employees.

The District will take reasonable precautions to protect the safety and property of bargaining unit members in the event of concerted activities in the District by another employee organization.

## ARTICLE 15 – SAFETY CONDITIONS OF EMPLOYMENT

15.1 The District shall implement and use practices and processes which are recommended by the District Safety Officer for the adequate protection and safety of persons utilizing the school facilities.

15.2 Bargaining unit members are expected to practice safety in their daily work by:

Working in compliance with safe practices.  
Reporting unsafe conditions and practices to the immediate supervisor.  
Supporting District safety policy and regulations.

15.3 Bargaining unit members are also encouraged to express their concern for safety conditions to a supervisor at their School/Department. No bargaining unit member shall be discriminated against as a result of reporting any unsafe condition.

If the immediate supervisor does not respond within five (5) workdays, or less in an emergency situation, the bargaining unit member may submit concerns to the Assistant Superintendent of Business Services or Designee.

If the supervisor denies the request, the bargaining unit members may forward their written concerns to the Assistant Superintendent of Business Services or Designee.

The District Safety Officer is responsible for responding to individuals who brought a safety recommendations/concerns to the District's attention. The response should be within two weeks after the bargaining unit member submitted the recommendation/concern.

At any point in time the bargaining unit member may seek assistance from an association representative.

The District has the responsibility to provide a safe place of employment.

Bargaining unit members shall not be required to work under conditions that threaten the health and safety of the bargaining unit members.

15.4 The District Safety Committee shall include three (3) CSEA representatives appointed by the CSEA Chapter President or their designee, the District Safety Officer and two (2) other District appointed members. The District Safety Committee shall meet no less than once a month on a regularly scheduled date and time that allows majority participation by all committee members. An agenda for the upcoming meeting shall be provided at least three (3) working days in advance to the committee and a copy sent to the CSEA Chapter President and Superintendent. The District Safety Officer shall keep the District Safety Committee informed of decisions and action of all other District Safety Committees. Meetings may be cancelled twenty-four (24) hours in advance if no safety topics/concerns are brought forward to the committee. Recommendations made by the committee shall be made by consensus.

15.5 Minutes of the District Safety Committee shall be taken at every meeting and sent to the members of the committee. Minutes shall be sent within two weeks of the meeting.

15.6 **Safety Equipment**

Should the employment duties of a bargaining unit member reasonably require use of any equipment or gear to insure the safety of the member or others, the District agrees to furnish such equipment or gear.

## **ARTICLE 16 - SAVINGS PROVISIONS**

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

In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 17 - SUPPORT OF AGREEMENT**

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet-and-negotiation process. Therefore, it is agreed that the District and the Association will support this Agreement for its term.

## **ARTICLE 18 - EFFECT OF AGREEMENT**

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

## ARTICLE 19 - MEET AND NEGOTIATE

19.1 During the term of this Agreement, the parties agree, with the exception of Article 19.1.1 below, that neither shall be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matter was proposed and later withdrawn.

19.1.1 In 2026-27 and 2027-2028 negotiations between the parties shall be limited to Article 10, "Compensation" and two subjects or articles for each party and one subject or article jointly determined by both parties. If the parties cannot jointly agree in 2026-2027 then in 2027-2028 the Association and the District shall be allowed to open three articles. 2028-2029 negotiations between the two parties shall be a full successor agreement.

Matters within the scope of representation not included in the contract may be presented by either party to negotiate. Good cause shall support the request to negotiate and shall not be denied arbitrarily, capriciously or unreasonably.

19.1.2 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Association.

19.2 The public hearing for sunshine items for a successor contract shall take place at the first regular school board meeting after the receipt of the intent to negotiate.

19.3 Negotiations shall continue for a reasonable period of time. The proposals of the parties shall be submitted in sufficient time in order to meet the public notice provisions of the PERB Regulations. If agreement is not reached either party may notify PERB and thereafter proceed according to the PERB impasse regulations.

## **ARTICLE 20 – TERM OF AGREEMENT**

This Agreement becomes effective the first day of July 1, 2025 and remains in full force and effect through and including June 30, 2028, except for modifications as set forth in Article 19 of this Agreement.

This Agreement shall remain in force and effect beyond June 30, 2028, subject to a request to modify, amend, or terminate this Agreement, at which time the parties agree to meet and negotiate a successor agreement.

## ARTICLE 21 – RECLASSIFICATION

- 21.1 Reclassification is the upgrading from his/her existing job classification to a different existing job classification because of a significant change in the regular duties and responsibilities being performed by such employee. Reclassification is not the result of better or excellent performance of the same basic job duties and responsibilities.
- 21.2 As the need arises, the District may create new positions through restructure or reclassification. The Association reserves the right to negotiate all negotiable issues regarding these new positions.
- 21.3 Whenever a bargaining unit member, his/her supervisor, or the District believes that there has been a significant change in the regular duties and responsibilities, which the bargaining unit member is performing, any of the above may file a written request to reclassify such position with the District Assistant Superintendent, Human Resources Development on a form developed for such requests. ([Appendix E](#)).
- 21.4 Such request shall be referred to a Reclassification Request Review Panel, which shall consist of five (5) persons: The District's Assistant Superintendent Human Resources Development, or his designee; a management employee selected by the District; and three (3) bargaining unit employees selected by the Association, no more than one of whom occupies or lead the job(s) in question. Determination relative to the reclassification shall be resolved by consensus or by super majority vote if consensus cannot be reached. Super majority shall be agreement by four of the five members on the panel.
- 21.5 Such panel shall meet within ten (10) workdays of receipt of such request by the District's Human Resources Development department and may obtain additional information from the requesting bargaining unit member and any other sources that they deem appropriate. This may include a meeting(s) with a subgroup of the Reclassification Request Review Panel. The subgroup shall be made up of one management and one CSEA representative. Each representative group shall select their representative from the Reclassification Request Review Panel. The attached document shall become [Appendix E](#).
- 21.6 Such panel shall, within thirty (30) working days of such meeting, inform the bargaining unit member in writing of their decision and reasons for that decision. The panel's deliberations shall be confidential.
- 21.7 If a reclassification is recommended, and if the Board adopts such a recommendation, any change of pay resulting from such reclassification shall date from the day on which the request is received in the Human Resources Development office.
- 21.8 If a reclassification is denied and/or the Board does not adopt such a reclassification, the bargaining unit member shall have the right to appeal to the Superintendent for reconsideration.
- 21.9 The decision of the panel is not subject to the grievance procedure.

## ARTICLE 22 – LAYOFF/REDUCTION IN HOURS

### 22.1 **Layoff-Notice of**

- 22.1.1 Whenever a permanent classified employee is to be laid off for lack of work or lack of funds, the employee shall be given formal notice by March 15 for the ensuing year.
- 22.1.2 When classified positions are eliminated as a result of the expiration of a specifically funded program, the employee shall be given formal notice not less than sixty (60) days prior to the effective date of the layoff.
- 22.1.3 If during the time between five (5) days after the enactment of an annual budget act and August 15 of the fiscal year to which the Budget Act applies, the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two (2) percent, and that it is therefore necessary to decrease the number of classified employees due to lack of work or lack of funds, the Board may issue a District Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing adopted by the Board, and layoff proceedings shall be carried out as required by law.
- 22.1.4 All notices to bargaining unit members regarding layoff/reduction of hours shall include notice to the bargaining unit's reemployment rights, bumping rights, the reasons the employee's services will not be required, and the employee's right to a hearing ([Appendix L](#)).
- 22.1.5 The District and Association will meet and agree upon the need for reduction in hours in lieu of layoff of bargaining unit members.

### 22.2 **Joint Meeting**

- 22.2.1 The District shall meet with the Association any time during the year when layoffs are anticipated to negotiate the effects of the proposed layoff. Such meeting shall take place within a reasonable amount of time but no less than ten (10) working days prior to notices being sent to any bargaining unit members.
- 22.2.2 When a reduction in hours is anticipated the District shall meet with the Association to negotiate the decision and effects of the proposed reductions. Such meeting shall take place within a reasonable amount of time but no less than ten (10) working days prior to notices being sent to any bargaining unit members.
- 22.2.3 Decisions to reduce bargaining unit member hours shall be made in accordance with the Education Code and established case law.
- 22.2.4 The District shall provide the Association with written details of the layoff/reduction in hours either at the joint meeting or before the joint meeting takes place.

## 22.3 Notice

22.3.1 The sequence of the annual employment notices shall be as follows:

- 22.3.1.1 Although the District is not obligated to do so, Reasonable Assurance Letters may be sent to bargaining unit members who work less than twelve (12) months. ([Appendix F](#)) Receipt of a Reasonable Assurance Letter does not exempt a bargaining unit member from a subsequent lay-off or reduction in hours.
- 22.3.1.2 Should a layoff or reduction in hours become necessary the affected bargaining unit members shall receive a notice of impending layoff, layoff notice or notice of reduction in hours. The bargaining unit member shall receive a written layoff notice or notice of reduction in hours at least sixty (60) days prior to the effective date of the layoff or reduction in hours. The notice shall include information describing the bargaining unit member's reemployment and displacement rights. When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff. ([Appendix L](#)).
- 22.3.1.3 Should circumstances change and the layoff/reduction in hours not be necessary the bargaining unit member shall receive a reinstatement letter ([Appendix M](#)).
- 22.3.1.4 If layoffs or reduction in hours become necessary during the course of the year the affected bargaining unit members shall be notified in accordance with Article 22.3.1.2 above.

## 22.4 Order of Layoff

Any layoff shall be affected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District. A bargaining unit member with the least seniority within the affected class plus higher classes shall be laid off first. Seniority shall be based on the number of hours a bargaining unit member has been in paid status in the affected class plus higher classes or seniority acquired under Article 21.1 (Reclassification).

**Example:** A layoff occurs in a department and a Worker II who after calculation has 3,000 hours in that position and is the least senior person. Previously this person

had worked 1,000 hours as a Worker III; therefore, the total seniority within the class is 4,000 hours. (Note: Classified seniority is calculated in hours)

22.4.1 Beginning July 1, 2009, and continuing thereafter, all hours worked by bargaining unit members that are accumulated while working out of class in classifications equal to or higher than their regular position as determined by range of pay, shall have those hours permanently added to their current position for the purpose of calculating seniority.

## 22.5 **Bumping Rights**

A bargaining unit member laid off from his/her present class may bump into the next lowest class in which the employee has seniority. Placement in the lower class will be determined by the total hours within this class and higher classes combined. The employee may continue to bump into lower classes to avoid layoff.

## 22.6 **Layoff in Lieu of Bumping**

A bargaining unit member who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

## 22.7 **Equal Seniority**

If two (2) or more bargaining unit members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the greater hire-date seniority, or if that be equal, then the determination shall be made by lot.

## 22.8 **Re-employment Rights**

22.8.1 Laid off bargaining unit members are eligible for re-employment in the class from which laid off for a thirty-nine (39) month period and shall be re-employed in the reverse order of layoff.

22.8.2 Bargaining unit member's re-employment shall take precedence over any other type of employment, defined or undefined in this Agreement.

22.8.3 In addition, bargaining unit members shall have the right to apply for promotional positions within the filing period specified. A bargaining unit member on a re-employment list shall be notified of promotional opportunities in accordance with the provisions of the Education Code.

## 22.9 **Voluntary Demotion or Voluntary Reduction in Hours**

Bargaining unit members who take demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the bargaining unit member's option, returned to a position in their former class or to positions with increased assignment time as vacancies become available, and with no time limit, except, that they shall be ranked in accordance with their seniority on any valid re-employment list.

22.10 **Notification of Re-employment Opening**

A bargaining unit member who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening.

22.11 **Employee Notification to District**

Bargaining unit members of the bargaining unit shall notify the District of their intent to accept or refuse re-employment within five (5) working days following receipt of the re-employment notice. If the member accepts re-employment, the member must report to work within ten (10) working days following receipt of the re-employment notice.

22.12 **Re-employment in Highest Class**

Bargaining unit members shall be re-employed in the highest-rated job classification available in accordance with their class seniority. Bargaining unit members who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

22.13 **Improper Layoff**

Any bargaining unit member who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

22.14 **Seniority During Involuntary Unpaid Status**

Upon return to work, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the bargaining unit member will not accrue vacation, sick leave, holidays or other leave benefits.

22.15 **Layoff and Re-employment Procedures**

The District shall comply with the provisions of the Education Code Section 45114 when re-employing bargaining unit members a layoff.

22.16 **Layoff/Reinstatement from Service Retirement**

The District shall comply with the provisions of the Education Code Section 45115 when reinstating a bargaining unit member from Layoff-Service Retirement.

22.17 **Notice of Layoff Due to Expiration of Specially-Funded Program or Bona fide Reduction or Elimination of Service**

The District shall comply with standards set in the Education Code Section 45117 when applicable in reducing services of the bargaining unit members.

22.18 **Family Care and Medical Leave Act.**

The Bonita Unified School District will adhere to the provisions of the Family Care and Medical Leave Act.

## ARTICLE 23 – TRANSPORTATION

The intent of the article, where it references extra duty, is to ensure that all drivers who are qualified and participate in the assignment of extra duties, weekday and weekends, shall be distributed equitably. It is understood that the total hours over a period of time will stabilize and should demonstrate equitable distribution.

### 23.1 Definitions

For the purposes of this article, the following definitions apply:

- 23.1.1 **Additional Weekly Assignment:** Any trip that comes in after the weekly assignment of trips.
- 23.1.2 **Assignment Sheet:** A form listing any extra duty trips a driver has been assigned for the following week. The assignment sheets shall be distributed on Thursday by 2:00 p.m. before the week's assignments.
- 23.1.3 **Confirmation Sheets:** Small paper attached to the assignment sheet. This shall be completed by the driver and returned to the dispatch box. The sheets are due by Friday, following the distribution of the assignment sheets. If confirmation sheets are not received by 1:00 p.m. Friday the assignment shall be considered a turned back trip. If the driver is out on leave, the confirmation sheet is due at the start of their first shift on the day of return.
- 23.1.4 **Daily Assignment/Contracted Hours:** The bargaining unit member shall work during his/her hours as they appear and are agreed to on the Daily Assignment sheet using the following criteria but not limited to;
- A. The bargaining unit member's work schedule as dictated by the District Calendar.
  - B. Modifications of any schools schedule on a given day.
  - C. Any matter as negotiated with CSEA.
  - D. The bargaining unit member's work schedule as modified during a day by mutual agreement between the employee and the supervisor.
- 23.1.5 **Discretion:** Individual, careful judgment using identified criteria and discretionary triggers when making decisions for trip assignments (See 23.6.13.1 and 23.6.13.2 for triggers and criteria).
- 23.1.6 **Eligible Driver:** Next driver in line for assignment, based on Hours Charts, which is not currently assigned elsewhere and is available to drive.
- 23.1.7 **Emergency:** A circumstance that is unavoidable for the bargaining unit member and cannot be transacted outside the daily assignment/contracted hours. The nature of such circumstance must: (1) not involve payment for the bargaining unit member's services or involve a profit motive, (2) be serious in nature, (3) involve circumstances the bargaining unit member could not reasonably be expected to disregard, and (4) require the attention

of the bargaining unit member during his/her daily assignment/contracted hours.

- 23.1.8 **Hours Charts:** Charts designed to chart weekday trip assignments and weekend trips, to be used as a guide with discretion (see 23.6.13.1 for discretionary triggers) to assist dispatch in distributing trip assignments equitably.
- 23.1.9 **Fifteen-Minute Rule:** Fifteen (15) minutes prior to the scheduled departure time the bus needs to be at the pick-up site.
- 23.1.10 **Last Minute Trips:** Trips that are received by the Dispatcher after the weekly assignments have been distributed on Thursday.
- 23.1.11 **Miscellaneous Duty Chart:** Used to track and assign ALL miscellaneous duties to eligible drivers.
- 23.1.12 **Miscellaneous Duties:** For purposes of the Miscellaneous Duty Chart, miscellaneous duties are defined as, but not limited to all extra duty (excluding the mail run) not marked on the weekly Hours Chart or weekend Hours Chart.
- 23.1.13 **Turn Back Trips:** Trips that were originally assigned to a driver on their weekly assignment sheet that the driver declined to accept. These include trips that were not confirmed by submitting the confirmation sheet.
- 23.1.14 **Rescue Trip:** A trip performed with immediate notification to the driver performing the trip that requires emergency transportation of a group to and/or from a destination due to unforeseen circumstances, (including, but not limited to driver no-show, driver illness, mechanical failure, vehicle accident). A rescue trip may be performed in addition to a trip previously assigned
- 23.1.15 **Estimated Hours:** These are hours that appear on the Hours Chart (in green) for both weekday and weekend extra duty. These hours are placed on the Hours Chart to show the estimated amount of hours for a trip. The Dispatcher shall use the estimated hours as provided by the school site. These hours are added to the total for extra duty as reflected on the Hours Chart and then are changed to actual hours once the trip is completed and a trip ticket has been submitted by the driver.

## 23.2 **Bidding of Bus Routes**

Bidding for regular and special education bus routes may start two weeks prior to the driver orientation meeting and no later than the orientation meeting.

- 23.2.1 The District shall post regular bus routes and the current bus driver seniority list by August 15 of each year for review by bus drivers. The seniority hour's list shall be current as of June 30 of the previous fiscal year.

- 23.2.2 Special Education routes may be posted on August 15, but no later than the morning of the driver orientation meeting. Bidding for Special Education routes shall take place before the end of the workday at the driver orientation meeting. Post-bidding changes in these routes shall be handled according to Article 4.5 of this agreement.
- 23.2.3 Bidding for bus routes shall be based on each driver's seniority, with the most senior driver selecting first and the remaining drivers in descending order of seniority. Seniority shall be defined by date of hire for bidding purposes only at the beginning of the year and thus bid on routes in that order of seniority. The bidding process shall continue in descending order of seniority until all routes are taken. If a driver cannot be reached then bidding will cease until he/she can be reached or until the driver orientation meeting.
- 23.2.4 If a driver is not available during the two (2) weeks prior to the driver orientation meeting, he/she may bid by proxy. The driver shall notify the Supervisor of Transportation in writing of his/her first three (3) choices in routes at least two (2) working days prior to bidding. A written bid, facsimiles or e-mail are acceptable forms of written notification. At the driver orientation meeting the supervisor shall assign the route for the absent driver based on seniority and routes available. If no notice is made and the driver is not present at the bidding, the supervisor shall choose on the driver's behalf, based on the driver's assignment during the previous school year.
- 23.2.5 The Supervisor or Transportation may contact drivers by phone to advise them of their time to bid. Any driver may bid verbally on the phone or may come into the office to bid. If a driver comes into the office they shall be paid a maximum of thirty (30) minutes to bid. The thirty (30) minutes is considered part of the pre-school year start preparation time.

### 23.3 **Bus Assignments**

Busses shall be assigned to drivers by the Supervisor of Transportation and adjusted as necessary to match route and driver. Drivers shall be trained as appropriate.

### 23.4 **Vacancies**

Within ten (10) working days of receipt of notification of a driver's separation from service by the Human Resources Development, bidding for vacancies shall take place. The bidding process shall begin with the most senior driver working the same number of hours as the vacancy selecting first, and then the remaining drivers selecting in descending seniority order. When the need for exceptions occurs, CSEA and the District shall meet to explore options.

### 23.5 **Splits of Thirty (30) Minutes or Less**

Bus drivers shall be paid for all time between regular routes and mandatory assignments when the time is thirty (30) minutes or less (i.e., mandatory meetings,

compact day). Drivers shall be paid for all time between regular p.m. routes and evening trips when the time is thirty (30) minutes or less. Drivers will perform regular duties during this time period.

### 23.6 **Extra Duty Trip Assignments**

- 23.6.1 All drivers choosing to participate in extra duty shall sign up for extra duty at the time they bid their routes. This does not preclude drivers, who previously opted out, from choosing to participate in extra duty later in the year and they will be placed at the “top” of the Hours Chart. This includes new hires.
- 23.6.2 Weekend and weekday trip assignments will be made in a descending order by seniority at the beginning of each year until all drivers have received an assignment. After one full rotation based on seniority, then all trip assignments will be made by assigning the driver with the lowest amount of charged (actual charged and estimated) extra duty time recorded on the Hours Chart for weekends or weekdays respectively. Estimated hours are used so that trips can be assigned to drivers with the lowest hours when actual and estimated hours are added together. All turn back trips and all last minute trips will be assigned according to Article 23.8 even prior to the full rotation.
- 23.6.3 When trips are equal in time, they shall be assigned in the order they are received to the next driver in line according to the Hours Chart.
- 23.6.4 When trips are received after weekly assignments have been distributed to the drivers, the trip shall be assigned to the driver with the lowest number of hours on the Hours Chart, who has indicated he/she is available by placing his/her name on the bottom of the board. A driver who does not meet the proficiency criteria outlined in Article 23.6.13.2 B., shall not be assigned or charged for the trip. Regular weekly assignment rules apply consistent with Article 23.6.2.
- 23.6.5 Trip assignments shall be charged for the duration of the trip excluding contracted hours. Contracted hours include a.m. routes, p.m. routes, Kindergarten or compact day routes.
- 23.6.6 Assignment sheets shall be distributed every Thursday by 2:00 p.m. Using the attached confirmation sheet the driver may choose to accept or turn back the assignments. The driver shall be charged for all trips, accepted or turned back on the Hours Chart. Accepted trips are marked in black and turn-back trips in red, and estimated hours in green. Confirmation sheets shall be turned in by 1:00 p.m. on Friday. If the driver is out on leave the confirmation sheet is due at the start of their first shift on the day of return. The Dispatcher shall update the Hours Chart at least once a week.
- 23.6.7 In the event two drivers show equal time on the chart, the driver with greater seniority shall be offered the trip first.

- 23.6.8 Drivers must be present for their daily assignment/contracted hours on Monday, Friday and one additional day during the week preceding a weekend assignment to be eligible for that assignment. This does not include time absent for the following reasons:
- Holidays, including Floating Holiday
  - Pre-approved vacation or Personal Necessity
  - Bereavement
  - District Business
  - Emergencies
- 23.6.9 All weekend field trips whether assigned, turn back or last minute assignments, shall be charged, and charted to the original driver and any reassigned driver who chooses to turn them down or take the assignment. This procedure applies to assignments on Saturday, Sunday, and holidays, with the exception of a rescue trip, which shall be charged to the miscellaneous duties chart.
- 23.6.10 Drivers shall not be issued a trip on a day or week they have been authorized to be off for a pre-approved leave, including but not limited to, a floating holiday, vacation, personal necessity, district business, or industrial accident.
- 23.6.11 Drivers returning to work after any leave of absence, shall be reinstated to the Hours Chart. In instances where the returning driver's hours are higher than the lowest active participant's hours, the returning driver's hours will remain the same. If the returning driver's hours are lower than the lowest active participating driver's hours, then the returning driver's hours shall be reinstated to the lowest active participating driver's hours on the Hours Chart.
- 23.6.12 A driver must notify the Dispatcher by Wednesday, 12:00 p.m. prior to the issuance of weekly assignments that he/she will be involved in authorized district business during the week or weekend to be excluded from being assigned work during the period they are performing District business.
- 23.6.13 Trip assignments shall be made allowing the Dispatcher the discretion necessary to allow the department to run in a smooth and efficient manner on a daily basis. However, discretion shall be exercised according to the following triggers and criteria:
- 23.6.13.1 **Triggers for Discretion**
- A. Using the 15-minute rule, the bus needs to be at the pick-up site fifteen (15) minutes prior to the scheduled departure time.
1. If there is no driver available within the 15-minute rule, then the Dispatcher may use discretion.

2. The Dispatcher, the Supervisor of Transportation or substitutes may be assigned.
  3. The Dispatcher shall not assign driver extra duty to himself/herself without prior administrative approval.
- B. The Dispatcher shall have time and distance discretion to determine how long it takes to get to the pick-up site within the 15-minute rule.

23.6.13.2 **Criteria for Discretion:**

- A. Home to School Route (HTSR)
- B. Proficiency
  1. Discretion is necessary to assign drivers who possess the necessary skills and demonstrate proficiency to carry out trips safely, as defined in CHP 82.7 and Title XIII of the California Vehicle Code, including, but not limited to:
    - a. Mountain Trips
    - b. High traffic city trips
    - c. Night driving
    - d. Type of bus and/or equipment on bus
- C. Weekday Hours Chart, weekend Hours Chart, or Miscellaneous (Duties) Duty Chart
- D. Duration of trip determines order of assignment - When assigning several trips, the longest trip shall be assigned to the first eligible driver.
- E. If the time frame for assigning the trip is short and conflicts with the Dispatcher's occasional driving assignment, then he/she may need to assign the trip immediately.

23.6.14 **Hours Violations**

A driver shall not be issued any trips that will put that driver's hours in violation of the CHP 82.7.

23.7 **Transportation Video Taping**

23.7.1 Every school bus owned and operated by the school district shall be equipped with a digital recording device and a prominently placed sign notifying riders and drivers that their conversations or actions may be recorded

23.7.2 Video and/or audio recordings shall only be used as needed or requested to confirm or disprove allegations of misconduct on District buses.

23.7.3 All recordings shall be retained for a specified amount of time as determined by the District unless needed for disciplinary action. Recordings used as evidence in disciplinary actions shall be treated like any other record in those actions.

23.7.4 **Assigning Turn Back Trips and last Minute Trips**

Trips turned back by drivers and trips received after trip assignments have been made shall be assigned as follows:

23.8.1 After the trips have been assigned, drivers wishing to participate in last minute and turn back trips shall notify the Dispatcher by 10:00 a.m. of the following day to indicate availability. If a last minute trip is scheduled, the assignment shall be made immediately. Turn back trips will be assigned as soon as possible. Turn back trips and last minute trips shall be assigned in accordance with section 23.6.

23.8.2 Once all drivers who placed their name on the board for a weekend trip have been assigned weekend trips, additional trips will be assigned first to those drivers already assigned a trip on that weekend. Assignments shall be based on the Hours Chart. Trips shall be assigned to the drivers with the lowest number of hours. If a trip cancels, the Hours Chart shall be updated as soon as possible to reflect the change.

23.8.3 If there are no eligible drivers available, any qualified person (including substitutes) may be asked in any order until a driver is found to take the assignment.

23.8.4 Drivers will be charged for all weekday and weekend trips accepted or turned back.

23.8.5 If a trip is moved to a different day of the week, the driver who was assigned to that trip shall have the opportunity to still work the assignment. The Hours Chart shall be updated to reflect this change. If the driver has a conflict and cannot work the moved trip, then they will not be charged and the Hours Chart will be updated to reflect this change.

23.8.6 Cancelled trips shall not be charged to the driver and the Hours Chart shall be updated to reflect this change.

23.8.7 If a driver accepts a weekend trip of more than 4 hours and arrives to the work place and the trip is cancelled or modified without notification from the school site (except for tournaments and weather related instances), the driver shall be guaranteed to receive compensation for 4 hours. This section shall override Article 4 sub-section 4.13 only in this instance.

23.9 **Compensation For Duties In A Higher Classification – Transportation Department**

A driver hired in a specific classification that is trained, qualified and credentialed to perform duties of a higher classification shall be paid the rate of pay for the period

they drive in the higher classification. The driver shall be compensated for service in the higher range at their current step. The duties performed shall include, but not be limited to, driving students on home to school routes and extra duty field and activity trips.

Drivers performing in this capacity shall indicate on their time card, in a manner evident to the Transportation Supervisor and Payroll Office, inclusive periods of time when they perform any duty requiring a different pay rate/classification that meets the intent of this agreement.

23.10 **Bus Driver, Type II, and Special Education Driver – Leave and Health and Welfare Benefits**

Vacation, sick leave and holiday pay shall be provided based on all contracted and extra duty hours (excluding overtime), in compliance with applicable Education Code sections.

Health and Welfare benefits shall be provided based on all contracted and extra duty hours (excluding overtime), worked during the prior academic year.

23.11 **Summer Assignments**

Drivers will have a choice between home to school routes or trips (see Summer Employment Job Opportunity). Route assignments will be filled first. The first priority shall be given to the employee who was not recently assigned (prior summer) work and thereafter by seniority (4.7.1). Trips will be assigned following route assignments.

In the event that there are fewer home to school routes than applicants, those that signed up for routes will have the opportunity to sign up for trips.

In the event there are more home to school routes than applicants, those that signed up for trips will have the opportunity to sign up for routes.

If a vacancy occurs during the summer months for a route, the route will be offered to trip drivers in order of seniority. The route would take priority over any trip scheduled at the same time as the route. If a driver is provided with a route, all previously assigned future trips will be reassigned to individuals on the trip list based on their seniority.

Once home to school routes for the summer session has ended, the route drivers are eligible to perform trips that are scheduled on short notice.

If a trip or route cannot be covered by a district driver, the District may have the Dispatcher/Trainer/Relief Driver then Director of Transportation then a Mechanic cover the route.

23.12 **School Break Periods and Non-Student Days**

During school breaks (Thanksgiving, winter and spring) and on district non-student days shift hours will be modified for bus drivers.

Employees not working six (6) hours per day must use vacation or floating holiday for time off.

23.13 **Mandated Training**

The Transportation Department shall conduct a safety meeting at least once per month. September through June, between the AM and Mid-day routes. The content of the meeting shall contain at least (one) 1 hour of T01 training. In addition to the monthly safety meetings, the District shall conduct two additional trainings for those who may have been absent. Management will determine when these additional trainings will be conducted during the school year.

## **ARTICLE 24 - UNIFORMS AND TOOLS**

### **24.1 Uniforms**

The District shall pay the full cost of the purchase, lease, rental, and cleaning and maintenance of uniforms, equipment, identification badges, emblems and cards the District requires bargaining unit members to wear or use.

### **24.2 Tools**

The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit members for performance of employment duties.

**ARTICLE 25 – MISCELLANEOUS PROVISIONS AND CONTRACT RELATED  
DEFINITIONS**

25.1 **Physical Examination**

The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code 45122.

25.2 **Restricted Positions**

Members of the bargaining unit may be employed in restricted positions as long as the position is in compliance with Education Code 45108.

25.3 **Limited-Term Employees**

The District shall use the definition of limited-term employees as defined in the Education Code 45286, when employing limited or short-term employees. Limited or short-term employees are excluded from the present bargaining unit for the duration of this Agreement.

25.4 **Child Abuse**

The District shall incorporate Suspected Child Abuse Report form and Statement of Child Care Custodian (Appendix G).

25.5 **Complaint Procedure**

Employees will have the opportunity to have a representative at any meeting regarding a complaint.

## ARTICLE 26 – PROGRESSIVE DISCIPLINE

### 26.1 **Definition**

26.1.1 Progressive discipline is a series of fair, consistent and timely corrective steps, to improve employee performance through direct, honest and constructive communication. Discipline under this article will follow “cause” as outlined in Education Code 45113. Progressive discipline steps shall not be bypassed unless the serious nature of the offense warrants such action. Whether or not the nature of the offense was so serious as to require bypassing progressive discipline steps may be submitted to arbitration.

### 26.2 **Discipline Steps**

#### 26.2.1 **Verbal Counseling**

Verbal counseling shall be done within ten (10) working days, excluding any days the employee is on leave (except Administrative Paid Leave) from when the supervisor first learns of the alleged infraction. The supervisor may complete a written conference summary within five days of the verbal counseling. The bargaining unit member shall be provided a copy of the conference summary. Conference summaries of verbal warnings shall not be placed in the unit member’s personnel file.

#### 26.2.2 **Verbal Warning**

Verbal warning shall be given within ten (10) working days, excluding any days the employee is on leave (except Administrative Paid Leave) from when the supervisor first learns of the alleged infraction. The supervisor may complete a written conference summary within five (5) days of the verbal warning. The bargaining unit member shall be provided a copy of the conference summary. Conference summaries of verbal warnings shall not be placed in the unit member’s personnel file.

#### 26.2.3 **Written Warning**

Subject to Article 26.1 above, a written warning shall not be used unless the bargaining unit member has been verbally warned about similar infractions within the previous twenty-four (24) months. Written warnings shall be given within ten (10) working days, excluding any days the employee is on leave (except Administrative Paid Leave) from when the supervisor first learns of the alleged infraction. The bargaining unit member shall be provided a copy of the written warning. Written warnings shall not be placed in the unit member’s personnel file.

#### 26.2.4 **Letter of Reprimand**

Subject to Article 26.1 above, a written reprimand shall not be used unless the bargaining unit member has received a written warning about similar infractions within the previous twenty-four (24) months. Letters of reprimand shall be given within fifteen (15) working days, excluding any days the employee is on leave (excluding Administrative Paid Leave) from when the supervisor first learns of the alleged infraction. Letters of reprimand shall include the specific cause for the action and the policies,

rules and regulations alleged to have been violated. Letters of reprimand shall include a plan for improvement and consequences for continued infractions. The bargaining unit member shall sign the reprimand to acknowledge receipt only. Letters of reprimand shall not be placed in the bargaining unit member's personnel file unless and until the bargaining unit member is given the opportunity to review the letter and respond. The bargaining unit member may prepare a written response within ten (10) working days of the date of receipt of the letter of reprimand. Such response shall be attached to the letter of reprimand before the letter is placed in the personnel file.

- 26.3 Actions for cause beyond a letter of reprimand including, but not limited to, suspension and termination will be conducted in accordance with Education Code Sections 45113 and 45116.

## ARTICLE 27 – JOB VACANCIES AND PROMOTIONS

- 27.1 A notice of all positions, which are declared vacant, will be sent via email to sites and departments, shall be posted in each school, work site, and at the District’s Human Resources office for no less than five (5) working days. A copy of such notice shall be sent to the Association at the time of posting. Job postings shall also be accessible via the District website/Human Resources Department.
- 27.2 The job vacancy notice shall contain the job title, a brief description of the position and duties, the minimum qualification, location, salary, and other pertinent information.
- 27.3 Bargaining unit members on leave or holding positions of less than twelve (12) months may request notification by the Human Resources Development office when vacancies occur during periods they are not on duty.
- 27.4 All bargaining unit members who apply and meet the announced position specifications shall be interviewed and considered for the position. Specifications shall include a level of “meets requirements” on the bargaining unit member’s most recent evaluation within the previous two years. Upon request, any bargaining unit member who was not interviewed shall be provided with the reason for not being granted an interview.
- 27.5 Bargaining unit members who are interviewed shall be notified regarding the disposition of their applications for the stated positions. Issues arising out of the exercise of the District’s discretion in making employee requested transfers, District initiated transfers, or in the bargaining unit member’s application selection process, including the facts underlying the District’s exercise of such discretion shall not be subject to the grievance procedure.
- 27.6 Promoted bargaining unit members shall retain permanency within the District and shall retain seniority rights to the vacated position classification. Promoted bargaining unit members shall have six months’ probation in the new position. The bargaining unit member or manager may initiate a return to the position classification vacated at promotion at any time during the six-month probationary period. However, by mutual agreement between the bargaining unit member and the District, the bargaining unit member may move to another vacant position within a classification of equal or greater pay than the position vacated when the bargaining unit member was promoted.

## ARTICLE 28 – VOLUNTEERS

### 28.1 **Intent**

The intent of this Article is to clarify and define the use of volunteers at the Bonita Unified School District. Both the District and the Association recognize the value of parent and community involvement in the functioning of the District, including the use of volunteers. It is our mutual intent to provide a strong sense of security for the classified staff, to abide by Board Policy and the Collective Bargaining Agreement while providing useful projects for volunteers that are implemented in a safe, effective and legal manner. The encouragement and utilization of volunteers is not intended to supplant, reduce, or transfer bargaining unit work. Volunteers shall not be used to displace regularly authorized school personnel (EC 35021).

28.2 The Site Improvement/Work Party Proposal form shall be submitted for prior approval of work party projects. Proper safety measures shall be adhered to at all times. All volunteers will make a good faith effort to comply with safe working practices while in the performance of these activities. Every effort shall be made to protect surrounding school district property.

## **ARTICLE 29 – HARASSMENT**

- 29.1 The District has established policies regarding sexual harassment, which policies are the exclusive procedures for allegations of such conduct (4119.11)
- 29.2 No unit employee shall be subjected to harassment or a hostile work environment. Reasonably omitted are meetings between supervisor and an employee, wherein discipline will be communicated. Employees shall retain the right to seek CSEA representation.
- 29.3 Complaint Procedure: A complaint of harassment or hostile work environment shall first be presented to the employee's immediate supervisor, in writing, with a copy to the Department Head or Site Administrator. Employees shall retain the right to seek CSEA representation. If the complaint is against the immediate supervisor, the complainant shall present the complaint to the next higher level of supervision.
- 29.4 Harassment and hostile work environment complaints filed with the District by employees covered by this Agreement shall be processed in a timely manner and in accordance with the District's complaint processing procedures for each specific complaint.

In witness whereof, the parties have caused this Agreement to be executed on the day indicated below:

Date: 01302024

Date: 01/30/2020

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION

BONITA UNIFIED SCHOOL DISTRICT

By:   
PRESIDENT, BONITA CHAPTER 21

  
By: \_\_\_\_\_  
SUPERINTENDENT DESIGNEE

## APPENDICES

- A. Evaluator Appraisal Tips and Techniques/Performance Report
- B. 1. Catastrophic Leave Request
  - 2. Catastrophic Leave Donation
- C. 1. Employee Request for Maternity Leave
  - 2. Physicians Certification
- D. 1. Classified Salary Schedule
  - 2. Classified Salary Schedule Monthly/Hourly
- E. Request for Reclassification Instructions and Form
- F. Notification of Reasonable Assurance
- G. Statement of Child Care Custodian
- H. Mileage Request
- I. Professional Growth Application
- J. Classified Employee Grievance Form – Level II
- K. 1. Personal Physician Pre-Designation Form
  - 2. Physician’s Certification
- L. Notice of Lay Off
- M. Reinstatement Letter
- N. Lunch Break Waiver

BONITA UNIFIED SCHOOL DISTRICT  
CLASSIFIED EVALUATION

EVALUATOR APPRAISAL TIPS AND TECHNIQUES

1. Consider one factor of ability at a time. Each factor is distinct and does not necessarily relate to a similar factor.
2. Base appraisals on average daily performance. Avoid rating occasional incidents which highlight a particularly good or bad performance.
3. Anger, temper or revenge has no place in an evaluation setting.
4. Any comments should be appropriate to the problem. Be objective, focus on behavior rather than the person. Avoid references to personal like and dislikes.
5. Avoid making inferences, make observations. Inferences are interpretations of something rather than what was actually observed (seen or heard).
6. Focus on specific behavior related to recent situations, avoid generalities and abstractions.
7. Maintain accurate and complete records, including date, time and location on forms provided by the district.
8. Be consistent. Make sure that the standards are applied uniformly to all concerned.
9. Define the standards; rate each person against the requirements of his position.

Received

Human Resources Development

Bonita Unified School District  
**Classified Employee**  
**Catastrophic Leave Request Form**  
 (Classified Contract Article 7.4, attached)

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_ Work Location: \_\_\_\_\_

	✓	<b>Verification (District use only)</b>
I have exhausted all fully paid leaves.		
This leave is for my own catastrophic illness or injury.		
This leave is not being used for Personal Necessity, Normal Pregnancy, Cosmetic Surgery, or Mental Stress.		
I have attached a medical doctor's verification of my catastrophic illness or injury.		
I have been employed by the district for more than one year		

In the space below describe your illness or injury and give the amount of Catastrophic Leave time (maximum of 60 days) you are requesting:

Reason for Catastrophic Leave request: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Number of days of Catastrophic Leave requested: \_\_\_\_\_

\_\_\_\_\_  
 Employee's Signature

Check one of the boxes below for permission to approve or decline the release of my name only on the Catastrophic Leave Donation Appeal form.

Approve  Decline

\_\_\_\_\_  
 Employee's Signature

**District Use Only**

Committee decision:  Approved  Denied

\_\_\_\_\_  
 Director Human Resources

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 CSEA Committee Representative

\_\_\_\_\_  
 Date

Received

[Empty rectangular box for stamp]

Human Resources Development

### Bonita Unified School District Classified Employee Catastrophic Leave Donation

Pursuant to the terms of Article 7.4 of the Contract between California School Employee Association Bonita Chapter #21 and Bonita Unified School District, I wish to donate Catastrophic Leave.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Site: \_\_\_\_\_

Days Donated: \_\_\_\_\_

Donation For: \_\_\_\_\_

Signature: \_\_\_\_\_

District Use Only

Payroll verification employee will have ten (10) or more days of accumulated sick leave remaining after donation.

Payroll Verification

Donation:  Accepted

Not accepted. Reason: \_\_\_\_\_

Assistant Superintendent, Human Resources Development

Original – File  
cc: Employee, Payroll

## **Classified Employee Contract**

### **Article 7.4.4:**

#### **Catastrophic Leave Donation**

1. Participating donors shall donate a minimum of one (1) day of accumulated sick leave.
2. Participating donors must have a minimum of ten (10) days of accumulated sick leave after donation
3. In coordination with Article 7.3, if a substitute is not utilized and the unit member using catastrophic leave is in fully paid status, no days shall be charged to the donating bargaining unit member.

### **Article 7.4.6:**

#### **Application of Catastrophic Leave Donations**

1. For each approved Catastrophic Leave request, the District and Association shall initiate a request to all bargaining unit members for donation of illness or injury leave.
2. Donations shall be prioritized for use in the order in which they are received by Human Resources Development. Separate lists shall be maintained for released and non-released bargaining unit member names.
3. The District shall initially utilize one day of donated illness or injury leave beginning with the bargaining unit member donor whose name appears first on the prioritized list. The District shall then utilize one (1) day of donated illness or injury leave from the bargaining unit member donors on the list in descending order and continue with this process until the number of days equals those necessary to complete the number of days requested and used by the recipient.
4. If the initial process of deducting one (1) day from each bargaining unit member donor does not meet the number of days necessary to complete the number of days requested, the District shall repeat the process as outlined in 7.4.6.3 until the number of requested days have been allocated or the donated days have been exhausted.
5. If there are more illness or injury days donated than needed to meet the amount necessary to complete the number of days requested, the remaining unused donated illness or injury days shall be retained by the remaining employees who have donated days.



**BONITA UNIFIED SCHOOL DISTRICT**  
**LEAVES OF ABSENCE REQUEST FORM (Including FMLA/CFRA Leaves)**

*This form should be used for all requests for leaves of absence from duty, paid or unpaid except for approved work related injuries/claims.*

**I. General Information:**

Employee Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Worksite: \_\_\_\_\_

Supervisor's Name/Phone: \_\_\_\_\_

**II. Duration of Requested Leave:**

Leave Starts On: \_\_\_\_\_ Expected Return Date: \_\_\_\_\_

Is this an extension of an existing leave? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, indicate your original leave dates From: \_\_\_\_\_ To: \_\_\_\_\_

**III. Type of Leave: (Check All That Apply)**

**A Extended Leave for Illness or Injury of Employee**  
 (FMLA/CFRA) Please provide supporting documentation

**B Maternity/Child Birth Leave (PDL)**  
 Please provide supporting documentation

**C Parental Leave (FMLA/CFRA)**  
 Please provide supporting documentation

**D Personal Leave For Qualifying Event (FMLA/CFRA)**  
 Please attach medical documentation

\*Please see the back of this form for explanation of leaves and pay status.

**IV. Authorization(s):**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resource Department: \_\_\_\_\_ Date: \_\_\_\_\_

**(SECTIONS V & VI TO BE COMPLETED BY HUMAN RESOURCES)**

**V. Notice of FMLA/CFRA:** Family Medical Leave Act (FMLA) & California Family Rights Act (CFRA) allows eligible employees 12 weeks or 480 hours of protected time off. Where applicable, the time period of your leave will automatically be covered under FMLA/CFRA, unless you advise your supervisor immediately that you disagree with the determination.

Parental Leave of Absence (FMLA/CFRA) Employees are entitled to differential pay after using all accrued sick leave.

FMLA/CFRA Eligible: Yes \_\_\_\_\_ No \_\_\_\_\_ Sign/Date: \_\_\_\_\_

**VI. Pay Status During the Leave:**

Paid leave: \_\_\_\_\_ (accrued leave \_\_\_\_\_ days) Some paid leave and some unpaid leave: \_\_\_\_\_

Unpaid leave: \_\_\_\_\_ 50% Pay: \_\_\_\_\_ Catastrophic Leave Donation: \_\_\_\_\_

**A. Extended Leave for Illness or Injury of Employee**

Medical leave for an employee's own illness or injury, including physical or mental disability absences.

**Classified** - Compensation: Classified employees must exhaust all accrued sick leave, then if eligible may use catastrophic leave, and then are entitled to 50% of the employee's daily rate of pay not to exceed five months, unpaid FMLA leave up to 12 weeks.

**Certificated** – Compensation: Certificated employees must exhaust all accrued leave, then if eligible may use catastrophic leave, and then are entitled to 50% of the employee's daily rate of pay not to exceed five months, unpaid FMLA leave up to 12 weeks.

Medical leaves require supporting documentation to include when the leave starts and the expected end date. Qualifying employees are entitled to FMLA/CFRA job protection for up to 12 weeks in a year during their medical leave.

**B. Child Birth/Maternity Leave**

Employee is unable to perform assigned duties due to temporary disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery.

**Classified** - Compensation: Classified employees must exhaust all accrued sick leave and then are entitled to 50% of the employee's daily rate of pay.

**Certificated** – Compensation: Certificated employees must exhaust all accrued leave and then are entitled to 50% of the employee's daily rate of pay.

Child Birth/Maternity Leave requires a physician's verification. Employees are entitled to Pregnancy Disability Leave (PDL) job protection for up to 4 months.

**C. Parental Leave**

Following the birth or adoption of a baby, mothers and fathers who have worked for the District for one year qualify for up to 12 weeks of leave to bond with the baby. The 12 weeks must be taken within 1 year of the baby's birth or adoption.

**Classified** – Compensation: Classified employees must exhaust all accrued sick leave and then are entitled to 50% of the employee's daily rate of pay.

**Certificated** – Compensation: Certificated employees must exhaust all accrued leave and then are entitled to 50% of the employee's daily rate of pay.

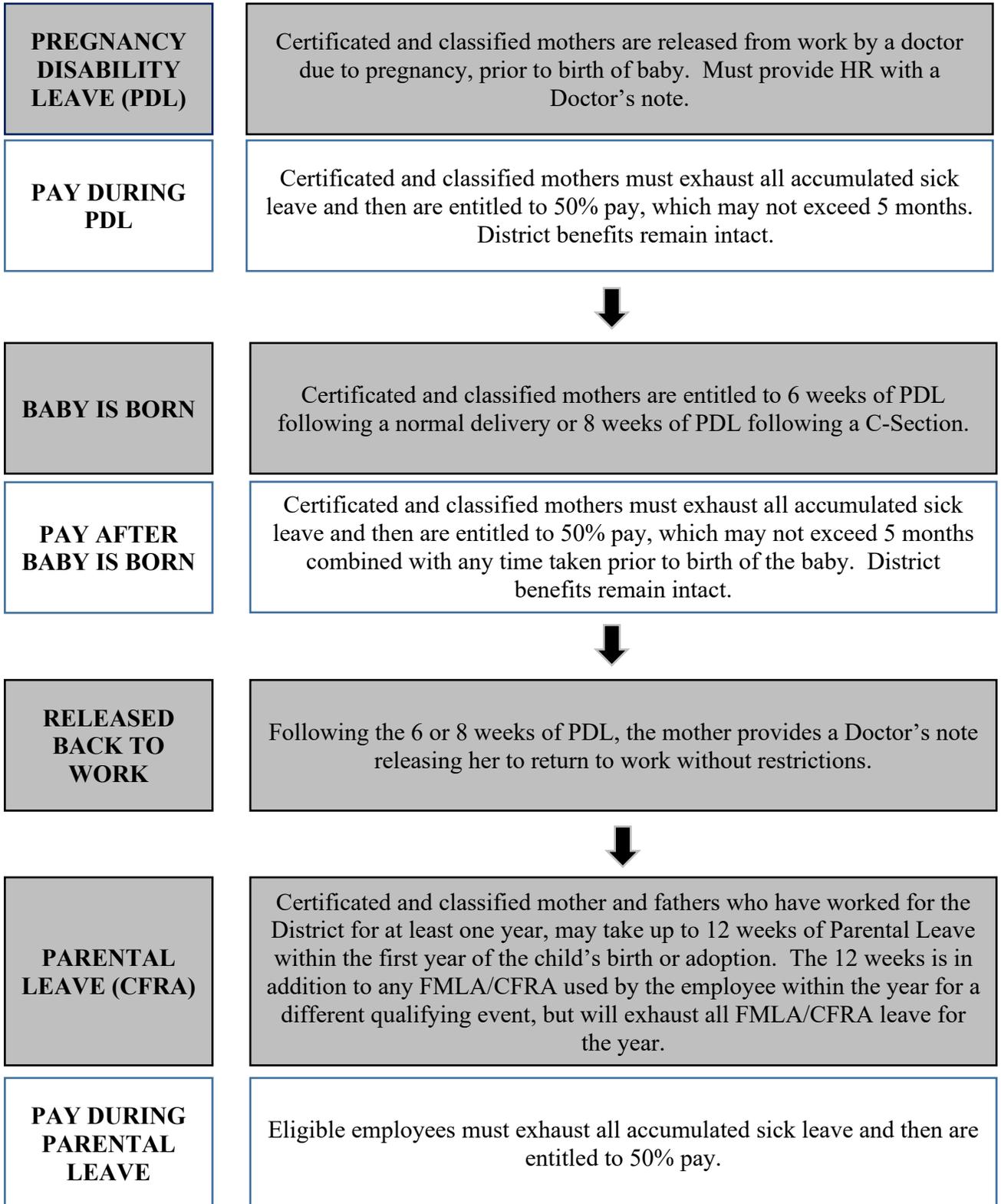
**D. Personal Leave for Qualifying Event**

A qualifying employee may request leave for up to 12 weeks for the care of a spouse, child, parent, or domestic partner with a serious health condition or exigency relating to a family member's military service.

**Classified/Certificated** – This is unpaid leave under FMLA/CFRA, however an employee may use any accrued leave. The employee is entitled to a total of 12 weeks of job protection within one year.



**PARENTAL LEAVE**  
**(CERTIFICATED AND CLASSIFIED)**



**CSEA CLASSIFIED RANGES/SALARY STEPS AS  
OF 7/1/23**

JOB TITLE	RANGE	MONTHLY				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNT TECHNICIAN	30A	\$4,680	\$4,915	\$5,151	\$5,403	\$5,666
BEHAVIOR INTERVENTIONIST	22A	\$3,870	\$4,044	\$4,262	\$4,462	\$4,680
BUS DRIVER I	24A	\$4,044	\$4,262	\$4,462	\$4,680	\$4,915
BUS DRIVER II SPECIAL EDUCATION	20A	\$3,678	\$3,870	\$4,044	\$4,262	\$4,462
BUYER I	24A	\$4,044	\$4,262	\$4,462	\$4,680	\$4,915
BUYER II	28A	\$4,462	\$4,680	\$4,915	\$5,151	\$5,403
CAFETERIA COOK BAKER	17A	\$3,418	\$3,589	\$3,785	\$3,963	\$4,148
CAFETERIA WORKER I	9A	\$2,946	\$2,971	\$3,109	\$3,242	\$3,418
CAFETERIA WORKER II	13	\$3,069	\$3,211	\$3,390	\$3,537	\$3,722
CENTRAL KITCHEN WORKER	19A	\$3,589	\$3,785	\$3,963	\$4,148	\$4,361
CAREER CENTER SPECIALIST	20	\$3,624	\$3,813	\$3,989	\$4,194	\$4,400
CLERK HIGH SCHOOL ATTENDANCE	21A	\$3,785	\$3,963	\$4,148	\$4,361	\$4,555
CLERK HIGH SCHOOL FINANCE	24	\$3,989	\$4,194	\$4,400	\$4,625	\$4,853
CLERK MIDDLE SCHOOL FINANCE	22	\$3,813	\$3,989	\$4,194	\$4,400	\$4,625
CLERK TYPIST II	20	\$3,624	\$3,813	\$3,989	\$4,194	\$4,400
CLERK TYPIST III	23A	\$3,963	\$4,148	\$4,362	\$4,555	\$4,785
COMPUTER TECHNICIAN INTERN	29A	\$4,422	\$4,646	\$4,866	\$5,116	\$5,358
CUSTODIAN DAY	20A	\$3,678	\$3,870	\$4,044	\$4,262	\$4,462
CUSTODIAN NIGHT	22	\$3,813	\$3,989	\$4,194	\$4,400	\$4,625
DISPATCHER TRAINER RELIEF BUS DRIVER	34A	\$5,151	\$5,403	\$5,666	\$5,916	\$6,184
EDUCATIONAL TECHNOLOGY DATA ANALYST	42A	\$7,267	\$7,618	\$7,958	\$8,315	\$8,740
EDUCATIONAL TECHNOLOGY SPECIALIST	29A	\$4,555	\$4,785	\$5,012	\$5,269	\$5,519
FOOD SERVICE ACCOUNTS CLERK	22	\$3,813	\$3,989	\$4,194	\$4,400	\$4,625
FOOD SERVICE OFFICE SUPERVISOR	30A	\$4,680	\$4,915	\$5,151	\$5,403	\$5,666
GROUNDS II	24A	\$4,044	\$4,262	\$4,462	\$4,680	\$4,915
GROUNDS III	29	\$4,512	\$4,725	\$4,941	\$5,200	\$5,457
HEAD CUSTODIAN BCA	25	\$4,085	\$4,305	\$4,512	\$4,725	\$4,941
HEAD CUSTODIAN ELEMENTARY	24A	\$4,044	\$4,262	\$4,462	\$4,680	\$4,915
HEAD CUSTODIAN HIGH SCHOOL	27A	\$4,361	\$4,555	\$4,785	\$5,012	\$5,269
HEAD CUSTODIAN MIDDLE SCHOOL	26	\$4,194	\$4,400	\$4,625	\$4,853	\$5,067
HEALTH CLERK	22	\$3,813	\$3,989	\$4,194	\$4,400	\$4,625
HIGH SCHOOL REGISTRAR	25	\$4,085	\$4,305	\$4,512	\$4,725	\$4,941
INFORMATION SYSTEMS ASSISTANT	30	\$4,619	\$4,850	\$5,082	\$5,336	\$5,593
INTERMEDIATE ACCOUNT CLERK	24A	\$4,044	\$4,262	\$4,462	\$4,680	\$4,915
LEAD MECHANIC	36A	\$5,403	\$5,666	\$5,916	\$6,184	\$6,499
LIAISON	15A	\$3,242	\$3,418	\$3,589	\$3,785	\$3,963
LIBRARY MEDIA CLERK HIGH SCHOOL	22	\$3,813	\$3,989	\$4,194	\$4,400	\$4,625
LIBRARY MEDIA CLERK MIDDLE SCHOOL	21	\$3,722	\$3,890	\$4,091	\$4,305	\$4,512
LICENSED VOCATIONAL NURSE - LVN	32A	\$4,915	\$5,151	\$5,403	\$5,666	\$5,916
LOCKER ROOM ATTENDANT	22	\$3,813	\$3,989	\$4,194	\$4,400	\$4,625
MAINTENANCE CARPENTER	33A	\$5,012	\$5,269	\$5,519	\$5,788	\$6,054
MAINTENANCE ELECTRICIAN	34A	\$5,151	\$5,403	\$5,666	\$5,916	\$6,184
MAINTENANCE HVAC	34A	\$5,151	\$5,403	\$5,666	\$5,916	\$6,184
MAINTENANCE MECHANIC	30A	\$4,680	\$4,915	\$5,151	\$5,403	\$5,666
MAINTENANCE PAINTER	33A	\$5,012	\$5,269	\$5,519	\$5,788	\$6,054
MAINTENANCE PLUMBER	34	\$5,067	\$5,346	\$5,597	\$5,858	\$6,129
MAINTENANCE SECURITY SERVICES TECHNICIAN	36A	\$5,403	\$5,666	\$5,916	\$6,184	\$6,499
MANAGER KITCHEN	22A	\$3,870	\$4,044	\$4,262	\$4,462	\$4,680
MECHANIC III	34A	\$5,151	\$5,403	\$5,666	\$5,916	\$6,184
MEDIA CENTER ASSISTANT ELEMENTARY	20	\$3,624	\$3,813	\$3,989	\$4,194	\$4,400
MENTAL HEALTH SUPPORT SPECIALIST	48A	\$9,300	\$9,753	\$10,187	\$10,647	\$11,186
<b>JOB TITLE</b>	<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP4</b>	<b>STEP5</b>

NETWORK AND SYSTEMS ENGINEER	43A	\$7,635	\$8,005	\$8,362	\$8,737	\$9,179
OCCUPATIONAL THERAPIST	48A	\$9,300	\$9,753	\$10,187	\$10,647	\$11,186
OCCUPATIONAL THERAPIST ASSISTANT	38A	\$5,964	\$6,253	\$6,532	\$6,825	\$7,172
PARAEDUCATOR	15	\$3,211	\$3,390	\$3,537	\$3,722	\$3,890
PARAEDUCATOR-BILINGUAL	17A	\$3,418	\$3,589	\$3,785	\$3,963	\$4,148
PARAEDUCATOR-PHYSICAL EDUCATION	15	\$3,211	\$3,390	\$3,537	\$3,722	\$3,890
PARAEDUCATOR-SPECIALIZED SERVICES I	17A	\$3,418	\$3,589	\$3,785	\$3,963	\$4,148
PARAEDUCATOR-SPECIALIZED SERVICES II	20A	\$3,678	\$3,870	\$4,044	\$4,262	\$4,462
PAYROLL TECHNICIAN	30A	\$4,680	\$4,915	\$5,151	\$5,403	\$5,666
PRIMARY LANGUAGE ASSISTANT	18A	\$3,513	\$3,678	\$3,870	\$4,044	\$4,262
RECEPTIONIST HIGH SCHOOL	20	\$3,624	\$3,813	\$3,989	\$4,194	\$4,400
REPROGRAPHICS TECHNICIAN	26	\$4,194	\$4,400	\$4,625	\$4,853	\$5,067
SCHOOL AGE CARE ASSISTANT	15	\$3,211	\$3,390	\$3,537	\$3,722	\$3,890
SCHOOL AGE CARE RESOURCE TECHNICIAN	23	\$3,890	\$4,091	\$4,305	\$4,512	\$4,725
SCHOOL AGE CARE SITE SUPERVISOR	27A	\$4,361	\$4,555	\$4,785	\$5,012	\$5,269
SECRETARY I	25	\$4,085	\$4,305	\$4,512	\$4,725	\$4,941
SECRETARY II	26A	\$4,262	\$4,462	\$4,680	\$4,915	\$5,151
SECRETARY III - DEPARTMENT	27	\$4,305	\$4,512	\$4,725	\$4,941	\$5,200
SECRETARY III - MIDDLE SCHOOL	28	\$4,400	\$4,625	\$4,853	\$5,067	\$5,346
SECRETARY III - ELEMENTARY & CONTINUATION SCHOOL	27A	\$4,361	\$4,555	\$4,785	\$5,012	\$5,269
SECRETARY IV - DEPARTMENT	29A	\$4,555	\$4,785	\$5,012	\$5,269	\$5,519
SECRETARY IV - HIGH SCHOOL	29A	\$4,555	\$4,785	\$5,012	\$5,269	\$5,519
SENIOR CLERK PAYROLL & ACCOUNTING	27A	\$4,361	\$4,555	\$4,785	\$5,012	\$5,269
SPECIAL PROGRAMS TECHNICIAN	21	\$3,722	\$3,890	\$4,091	\$4,305	\$4,512
SPEECH LANGUAGE PATHOLOGY ASSISTANT	32A	\$4,915	\$5,151	\$5,403	\$5,666	\$5,916
STATE REPORTING DATA ANALYST	42A	\$7,267	\$7,618	\$7,958	\$8,315	\$8,740
STOCKPERSON/WAREHOUSE DELIVERY PERSON	24	\$3,989	\$4,194	\$4,400	\$4,625	\$4,853
STUDENT CAMPUS SUPERVISOR I	19	\$3,537	\$3,722	\$3,890	\$4,091	\$4,305
STUDENT CAMPUS SUPERVISOR II	23	\$3,890	\$4,091	\$4,305	\$4,512	\$4,725
STUDENT SUPPORT AND RECORDS SPECIALIST	26A	\$4,262	\$4,462	\$4,680	\$4,915	\$5,151
TECHNOLOGY SUPPORT ASSISTANT	27A	\$4,361	\$4,555	\$4,785	\$5,012	\$5,269
TECHNOLOGY SUPPORT TECHNICIAN	40	\$6,423	\$6,734	\$7,032	\$7,349	\$7,723
TUTOR	12A	\$3,023	\$3,181	\$3,352	\$3,513	\$3,678
UTILITY DRIVER	36A	\$5,403	\$5,666	\$5,916	\$6,184	\$6,499
UTILITY WORKER	24	\$3,989	\$4,194	\$4,400	\$4,625	\$4,853

## **Bonita Unified School District**

### **Request for Reclassification Instructions**

Definition: Reclassification is the upgrading of an employee from his/her existing job classification to a different existing job classification and/or a new position because of a significant change in the regular duties and responsibilities being performed by such employee. Reclassification is not the result of better or excellent performance of the same basic job duties and responsibilities.

For a position to be reclassified, the merits of the proposed reclassification will be reviewed by a committee.

The following instructions are provided to assist you in completing the *Request for Reclassification Form*.

Items # 1-5 are self-explanatory.

Item # 6: Supervise means to direct the work of.

Item # 7: List the equipment/programs you operate/use regularly (computer, hand-held device, sitting lawnmower, school bus, radio) (AERIES, BEST, Frontline)

Item # 8: List unusual or special requirements (bus certificate, food handler's card, AED/first aid, required evening meetings, on-call)

Item # 9: List any unusual physical requirements of your job.

**Review of Job Functions and Duties** (If more space is needed, attach additional sheets)

This is the most important part of the form. It is essential that we are able to develop an accurate and detailed description of the duties and responsibilities of your position. Attach your job description and the job description of the position you wish to reclassify.

Item # 10: Identify the functions/duties you perform in your job description.

Item # 11: Identify the functions/duties you perform in the job description you wish to reclassify.

Item # 12: Identify and list the major functions/duties first which are not included in the attached job descriptions.

Percentage Section: Estimate the amount of your working time spent on each duty. Use percentages or number of hours a day, or a similar breakdown. You may group related duties together and give the estimated time for each group. Give your best estimate of time distribution during the past six months to one year.

Frequency: Identify how often you perform this activity using the following codes: D = daily; W = weekly; BW = biweekly; BM = bimonthly; S = several times a year and A= annually

Duration: Approximately how long have you been performing this duty.

Item # 13 is self-explanatory.

Item # 14: List other changes you feel would be appropriate for your current job description.

**BONITA UNIFIED SCHOOL DISTRICT  
HUMAN RESOURCES  
REQUEST FOR RECLASSIFICATION**

NAME: \_\_\_\_\_  
                    (Last)                    (First)                    (Initial)

WORK LOCATION: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

POSITION TITLE: \_\_\_\_\_

1) POSITION TITLE REQUESTED: \_\_\_\_\_  
(Must be a current Bonita Unified CSEA job title)

2) DO YOU WORK:

Regular Full-Time                      Hours From:              To:

Regular Part-Time                      Hours From:              To:

3) WORK YEAR:  School Session  10 Months  11 Months  11.5 Months  12 Months

4) Approximate time in present position: \_\_\_\_\_

5) Name and title of your supervisor: \_\_\_\_\_

6) If you direct the work of other employees, give their names, title and type of activities  
overseen: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7) What equipment/programs do you operate on the job:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8) State unusual or special requirements of your job:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9) State any unusual physical requirements of your position:

10.	Description of Function/Duties: Please review and attach <u>your current</u> job description for your classification. Place a checkmark next to the duties you currently perform.
11.	Description of Function/Duties: Please review and attach the job description <u>identified for reclassification</u> . Place a checkmark next to the duties you currently perform.
12.	On a separate page list Major Function/Duties NOT Included in either Job Description. Include the percentage, frequency and duration of these functions/duties.
13.	Review the current requirements, qualifications, physical demands, experience & education listed in your job description. List any changes you believe should be made because they are not consistent with the duties you are currently performing. You may cross out any statements on the job description you believe to be inappropriate.
14.	Other changes you feel would be appropriate.

(IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL SHEETS)

I certify that the entries in the foregoing spaces are accurate and complete to the best of my knowledge and recollection.

*You may be assigned to meet with a subcommittee so additional information can be gathered.*

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUPERVISOR ACKNOWLEDGEMENT

\_\_\_\_\_  
DATE



**Bonita Unified School District**  
**Human Resource Development****MEMORANDUM**

---

**To:** Classified Employee

**From:** Assistant Superintendent

**Date:** May X, 20XX

**Re:** NOTIFICATION OF REASONABLE ASSURANCE

---

The Bonita Unified School District hereby notifies you that you have a reasonable assurance of returning to work for the 20XX-20XX school year beginning August XX, 20XX, after the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holidays and recess periods during the year.

School year employees must report to work on August, 20XX. The traditional ten-month employee work year will begin on August XX, 20CC and the traditional eleven-month employee work year will begin August 1, 20XX. Those with flexible beginning dates shall receive additional notice from their immediate supervisor or Human Resources Development.

You should, nonetheless, file an unemployment insurance claim. Your entitlement of benefits will be determined by the Employment Development Department and not by this school district. If you are not offered an opportunity to perform services in the next academic term, you may be entitled to unemployment insurance benefits. Benefits would be retroactive to the date you filed an initial claim, if you file a claim for the benefits within 30 days of the start of the next academic year/term and if you are otherwise eligible.

For the purpose of unemployment insurance claim filing, the mailing address of record you should use for your employer is:

Bonita Unified School District  
c/o Equifax Workforce Solutions  
P.O. Box 23020  
Oakland, CA 94623-2302

This letter is the only official and authorized notification on which you should rely when determining your employment status for the next academic year or term.

STATEMENT OF CHILD CARE CUSTODIANPURSUANT TO PENAL CODE SECTION 11166.5

Section 11166 of the Penal Code requires any child care custodian medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

“Child care custodian” includes teachers, administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school, administrators of a public or private day camp, licensed day care workers; administrators of community care facilities licensed to care for children, headstart teachers, licensing workers or licensing evaluators; public assistance workers, employees of a child care institution including, but not limited to foster parents, group home personnel, and personnel of residential care facilities, and social workers or probation officers.

“Medical practitioner” includes physicians and surgeons, psychiatrists, psychologist, dentists, residents, interns, podiatrists, chiropractors, licensed nurses, dental hygienists, or any other person who is licensed under Division 2 (commencing with Section 500) of the Business and Professions Code.

“Nonmedical practitioner” includes state or county public health employees who treat minors for venereal disease or any other condition, coroners, paramedics, marriage, family or child counselors, and religious practitioner who diagnose, examine, or treat children.

I certify that I have read the above statement, that I have knowledge of the provisions of the Penal Code Section 11166 and that I will comply with its provisions. In addition, I have received a copy of the Board Policy—Suspected Child Abuse/Neglect—Administrative Regulations.

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 Signature

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 Date



Hire Date: \_\_\_\_\_

Goal: \_\_\_\_\_

**BONITA UNIFIED SCHOOL DISTRICT**

**PROFESSIONAL GROWTH AWARD APPLICATION**

The following application must be filled out completely and submitted to the Assistant Superintendent – HRD by May 1<sup>st</sup> in order to be eligible for a Professional Growth Award of \$250. If your application is approved, you will receive the award in June or your credits will be held over if you have not completed the 10 required points for the award.

The following categories of activities have been previously approved by the committee but all professional type activities may be submitted for consideration by the committee.

1. Coursework

University, college, junior college, trade school courses (1 point per semester hour)

2 adult education courses = 1 college course

<u>*COURSE TITLE</u>	<u>SCHOOL</u>	<u>UNITS YR. TAKEN</u>	<u>YEAR TAKEN SEMESTER/QUARTER</u>
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2. District in-service workshops on your own time = 1 points for each 10 hours of in-service.

\* \_\_\_\_\_ HOURS

3. Special activities (1 point for each 6 hours service). Lecture series, Institutes, Community groups (leadership capacity), Conferences (paid for by the employee)

\* \_\_\_\_\_ HOURS

Description:

\* OTHER:

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NAME

DATE

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JOB TITLE

SITE

\* Please attach copies of verification. (It is the employee’s responsibility to maintain his/her own file of report cards, transcripts, or other acceptable certification of courses completed.)

**BONITA UNIFIED SCHOOL DISTRICT**  
**CLASSIFIED EMPLOYEE GRIEVANCE FORM**

**LEVEL II – Formal Written Grievance**  
(Due within ten (10) workdays of the oral decision of the Supervisor in the informal conference)

**DATE FILED** \_\_\_\_\_

**Name of Grievant** \_\_\_\_\_

**Date and Time alleged violation occurred** \_\_\_\_\_

**Contract Article allegedly violated** \_\_\_\_\_

**Person who allegedly violated terms of contract** \_\_\_\_\_

**Description of Grievance** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Description of how employee was adversely affected by the alleged violation of the contract**

\_\_\_\_\_ **Specific**

**remedy sought**

\_\_\_\_\_

**Date of informal conference with immediate Supervisor** \_\_\_\_\_

**Decision rendered at informal conference** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Signed by Grievant** \_\_\_\_\_ **Date** \_\_\_\_\_

## PERSONAL PHYSICIAN PRE-DESIGNATION FORM

Date Employee was provided Pre-Designation Form: \_\_\_\_\_

Employee: \_\_\_\_\_

Department: \_\_\_\_\_

Pursuant to Labor Code 4600 (d), the definition of “personal Physician” means:

- ✓ The employee’s regular physician and surgeon,
- ✓ Who, prior to the injury, has directed medical treatment of the employee, and
- ✓ Retains the medical records and medical history of the employee.

Name of Physician: \_\_\_\_\_

Specialty: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Employee Name: (print) \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date of Request: \_\_\_\_\_

If this form and the attached Certification is not completed and returned to your employer prior to an industrial injury, the employee is to seek medical treatment from the employer-designated medical facility as noted on the posted notices regarding workers’ compensation.

Your personal physician is required to adhere to Title 8, California Code of Regulations 9785, the Reporting Duties of the Primary Treating Physician and Labor Code 4610. Your personal physician *must agree* to be your pre-designated physician and that they will accept payment for services in accordance with the California Official Medical Fee Schedule.

**Please have your personal physician sign and return this form to your employer with the attached Certification acknowledging their responsibility as your treating physician should you sustain and industrial injury.**

Date: \_\_\_\_\_

Physician: \_\_\_\_\_

Employee: \_\_\_\_\_

**CERTIFICATION**

This is to certify that (employee) \_\_\_\_\_  
 \_\_\_\_\_ is a patient of mine. I have treated him/her for non-work related medical problems and I maintain his/her medical records in my office.

I am willing to take responsibility for following rules required of a Treating Physician, per the California Code of Regulations, Title 8, Section 9785, when treating this employee for work-related injuries or illnesses. I acknowledge all requests for medical care will be governed by Labor Code 4610 outlining mandatory utilization review under the guidelines of the American College of Occupational and Environment Medicine (ACOEM).

Physician's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

I decline the request of (employee) \_\_\_\_\_  
 to be his/her Treating Physician for work-related injuries.

Physician's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date

RE: Notice of Layoff

Dear:

In accordance with the resolution of the Governing Board adopted on (date), a copy of which is attached to this notice, this is to notify you that you will be laid off from employment with the Bonita Unified School District effective (date).

Because of your seniority in your classification, you will not be able to exercise bumping rights. Education Code provides classified employees a right to a hearing. You will have reemployment rights in order of seniority for a period of 39 months should a position in your classification become vacant. You are encouraged to apply for any vacancies for which you believe you are qualified.

Copies of Education Code Sections 45114, 45115, 45117, 45298 and 45308 are enclosed for your reference.

The members of the Governing Board and the District administration express personal regret at the necessity of reducing the classified service. We appreciate very much your service to the District and your understanding of the needs of the District to adjust to changing circumstances.

If you have any questions regarding your layoff, please feel free to contact me.

Sincerely,

Assistant Superintendent  
Human Resources Development

Enclosures: Resolution No. Education Code sections 45114,45115,45117,45298 and 45308

cc: Personnel File





# BONITA UNIFIED SCHOOL DISTRICT

115 West Allen Avenue San Dimas, California 91773 (909) 971-8200 Fax (909) 971-8329

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Date:

Assistant Superintendent of Human Resources Development  
Bonita Unified School District  
115 West Allen Avenue  
San Dimas, CA 91773

RE: Lunch Break Waiver

The Classified Employee Contract, Article 4.8 stipulates all employees shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of such lunch period shall not be less than thirty (30) minutes.

This is to inform you that I have chosen to waive the uninterrupted lunch period after I have been on duty 4 hours. Reference 4.8.2 of the contract allows part time employees of six (6) hours or less to waive their duty free lunch period. I hereby request to waive my lunch period.

Thank you for your assistance in this matter.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Manager/Principal Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent or Designee Approval

\_\_\_\_\_  
Date

cc: Personnel File