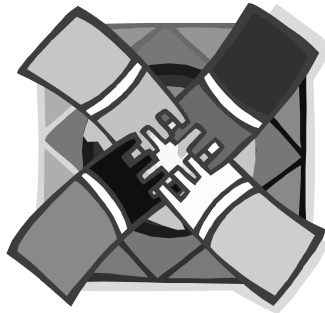


AGREEMENT

**BETWEEN THE
Ontario-Montclair School District
and the
California School Employees
Association**



EFFECTIVE:

July 1, 2017 - June 30, 2019

Board Approved June 13, 2019

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ARTICLE I
RECOGNITION

- A. Pursuant to the requirements of Government Code Section 3544, the District recognizes the Association as the exclusive bargaining representative for the unit of employees consisting of all regular employees in the job classifications listed in Exhibit A of this Agreement.
- B. Excluded from this unit are all substitute personnel, all short-term and temporary employees employed and paid for less than 75 percent of a school year. Also excluded are all positions lawfully designated by the District as confidential (see Exhibit B), management and supervisory.
- C. The Association agrees that this represents the appropriate unit and that it will not seek by any means, including, but not limited to any PERB proceedings, to amend or change in any way the unit described herein.
- D. Should any new titles/positions be created during the term of this agreement, the District agrees to inform the Association of the intent to establish such new title/position at least one week prior to Board action regarding the title/position so as to afford the Association the opportunity to request a meeting for the purpose of discussing the appropriateness of the District's inclusion or exclusion of the title/position in the bargaining unit. If the new title/position is determined appropriate for inclusion in the unit, the list in Exhibit A, attached hereto, shall be revised and the District shall so notify the Public Employment Relations Board of the modification. Nothing in this section shall limit the Association's right to seek determination by PERB on any disputed new titles/positions not mutually agreed to by the Association and the District.
- E. Disputes concerning this article are not subject to the grievance provisions of Article IV.

ARTICLE II

DEFINITIONS

- A. "Employee" as referred to herein, shall mean any unit member.
- B. "Full-Time unit member" shall mean a unit member who is regularly employed for forty (40) hours per week. Any unit member regularly assigned fewer than forty (40) hours shall be considered "part-time".
- C. "Immediate Supervisor" shall mean the lowest level management designee having line supervisory authority over the unit member.
- D. "Short Term Employee" shall mean any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.
- E. "Substitute" shall mean a person hired to fill a position of a unit member who is absent.
- F. "Superintendent" shall mean the chief executive officer of the District, or designees.
- G. "Unit Member" unless otherwise clearly indicated by the context, shall mean any person employed by the District in a position or classification which is included within the recognized negotiating unit described in Article I (Recognition).

ARTICLE III
MANAGEMENT RIGHTS

- A. All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2, and all rights not limited by the clear and explicit provisions of the other articles of this Agreement and related government decisions are reserved to the District. It is agreed that such reserved rights include, but are not limited to the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
1. The legal, operational, geographical and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds and advisory commissions and committees;
 2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds, all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
 3. The acquisition, disposition, number, location, types and utilization of all district properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas and other improvements and the personnel, work, services and activity functions assigned to such properties;
 4. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services, the lawful subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;
 5. The lawful utilization of personnel not covered by this Agreement, and the methods of selection and assignment of such personnel;
 6. The educational policies, procedures, objectives, goals and programs including those relating to educational equipment and supplies, pupil transfers, records, pupil health and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities and emergency situations and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters;
 7. The selection, classification, direction, promotion, demotion, discipline, retirement and termination of all personnel of the District, subject to Education Code restrictions; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location (subject to Article IX, Transfers), and also to any facilities, work sites, functions, activities, tasks or equipment; and the determination as to whether, when and where there is a job opening;
 8. The job classifications and requirements, content and qualifications thereof;

9. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;
 10. The dates, times and hours of operation of District facilities and work sites, functions and activities, subject to Article XII Hours and Overtime when overtime shall be worked and whether employees shall be required to work overtime;
 11. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment including the various rules and duties for all personnel with respect to such matters;
 12. The rules, regulations and policies for all employees, students and the public, subject to the other articles of this Agreement;
 13. The termination or layoff of employees, consistent with law, as the result of the exercise of any of the rights of the district not limited by the clear and explicit language of this agreement; and
 14. All other rights of the district not expressly limited by the clear and explicit language of this Agreement.
- B. This article is not intended to expand the rights of the district beyond statutory or constitution limits, or to waive or diminish the rights of unit members or the association as expressly provided in the other articles of this Agreement. If there is direct conflict between the retained rights of the District under this article and the rights of unit members or the Association as provided elsewhere in this Agreement, the latter shall prevail.
- C. This exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the district from exercising the right in a different manner.
- D. No grievances may be filed under this Article. However, this article does not prevent the filing of grievances under other articles of this Agreement which are subject to the grievance procedure.
- E. It is recognized that certain of the above mentioned matters are subject to Association consultation pursuant to Article XVIII Consultation, and this Article is not intended to limit such consultation rights.

ARTICLE IV GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of unit members.

B. Definitions

1. A grievance is a claim by a grievant that there has been a violation, misinterpretation, or misapplication of a provision in this Agreement.
2. A grievant is a unit member or an authorized Association representative.

C. Procedures

1. Before a formal written grievance is filed, a unit member shall reasonably attempt to resolve his/her concerns with the immediate supervisor.
2. Level I: Within twenty (20) work days (a work day is an assigned work day for the individual grievant) after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the immediate supervisor. If the grievant did not have actual constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the twenty (20) day time limit shall begin to run on the date upon which the grievant knew, or could with reasonable diligence have known of the occurrence. The written statement of the grievance shall include the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision, if any, rendered at the informal conference, and the specific remedy sought.

A conference shall be held upon request of either the grievant or the supervisor. The supervisor shall communicate a decision to the grievant and the Association in writing within seven (7) work days after receiving the grievance and such action will terminate Level I.

3. Level II: In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or his designee within ten (10) work days after the termination of Level I.

This statement shall include a copy of the original grievance, the decision rendered at Level I, and a statement of the reasons for the appeal. A conference shall be held upon request of either the grievant or the Superintendent or his designee.

The Superintendent or his designee shall communicate a decision to the grievant and the Association within ten (10) work days after receiving the appeal and such action will terminate Level II.

4. Level III (Mediation): In the event that the grievant is not satisfied at Level II, the grievant may within ten (10) work days of the issuance of the Level II decision, submit a written request to CSEA to submit the grievance to mediation or arbitration. CSEA shall submit a written request within fifteen (15) work days to the Assistant Superintendent of Human Resources or designee for grievance mediation or arbitration. Upon mutual agreement

between the Association and the District to enter mediation, the parties shall submit the matter to grievance mediation through the services of a mutually agreed upon mediator or facilitator. The parties shall attempt to reduce outstanding issues, and if possible, settle the dispute. The mediator or facilitator, however, shall not have the power or authority to render a decision on the issue(s) or impose a settlement on the parties. The policies, timelines and procedures set forth in the mediation process (established by the appropriate agency, and both parties at the time of mediation) will be adhered to in addressing the grievance. Settlement offers made in mediation will not be referred to in arbitration proceedings or any other subsequent legal proceedings.

- a. Selection of a Mediator: As soon as possible and in any event not later than five (5) work days after the District and the Association's agreement to mediate, the District and the Association shall attempt to agree upon a mediator. If no agreement is reached within said five (5) days, a mediator shall be selected from a list furnished by the California State Mediation and Conciliation Services by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot and the names shall be ranked in order of preference. If the mediator selected indicates that he/she will not be available for hearing within 60 calendar days, the District and Association shall select the mediator next in order from the preference list.
 - b. Expenses: The District and the Association will make every effort to secure the services of a cost free mediator. Each party shall bear the expenses of the presentation of its own case.
5. Level III (Arbitration): If the grievant is not satisfied with the results of Level II, the grievant shall, within five (5) work days after the termination of Level II, file a written request to the Association to submit the grievance for arbitration. The Association shall, if it desires to proceed to arbitration, so advise the Superintendent in writing within fifteen (15) work days after the termination of Level II.
- a. Selection of Arbitrator: As soon as possible and in any event not later than five (5) work days after the District received the written notice of the Association's desire to arbitrate, the District and the Association shall attempt to agree upon an arbitrator. If no agreement is reached within said five (5) days, an arbitrator shall be selected from a list furnished by the California State Mediation and Conciliation Services by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot and the names shall be ranked in order of preference. If the arbitrator selected indicates that he/she will not be available for hearing within 60 calendar days, the district and Association shall select the arbitrator next in order from the preference list.
 - b. 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, misinterpretation or misapplication of the provisions 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/her 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 interpretation of the terms of the Agreement, or to determine disputed facts upon which the application of the Agreement depends. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used to effect a modification of the written terms of this agreement.

- c. Arbitrator's Decision: The award of the arbitrator shall, unless extended by mutual written agreement of the parties, be rendered within (45) calendar days after the date of final submission. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the grievant, the District and the Association subject to the Code of Civil Procedure 1282 et seq.
- d. Expenses: All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.
- e. Expedited Arbitration: The arbitration may be held under the Expedited rules of the American Arbitration Association upon prior written agreement between the Association and District.

D. General Provisions

- 1. Group Grievances: If the same or essentially the same grievance is filed by more than one grievant, then one grievant may process the grievance under this Article on behalf of the others. The final determination shall be applied to all such grievants.
- 2. Effect of Grievances: The filing or processing of a grievance shall not delay or interfere with any District action while the grievance is being processed. Processing and discussing the merits of an alleged grievance shall not constitute a waiver by the District of a defense that the dispute is not grievable or arbitrable.
- 3. Accelerated Grievances: If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent or designee with the processing of such grievance to commence at Level II, subject to prior written mutual agreement between the Association and District.
- 4. Failure to Meet Time Limits: If a grievance is not processed by the grievant and Association in accordance with the time limits set forth in this Article, it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step. Time limits hereunder may be lengthened or shortened in any particular case by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level I as a result of the summer recess.
- 5. Association Representation: The grievant shall be entitled upon request to representation by the Association at all grievance meetings, including C. 1. above. The District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response with the District.
- 6. Reasonable Released Time: Grievance meetings normally will be scheduled by the district so as not to conflict with normal duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District Office, the District shall provide released time with no loss of pay to one authorized representative of the Association so that the session can be accommodated within such business hours. This shall constitute "reasonable periods of released time" within the meaning of government Code section 3543.1 (c).

7. Confidentiality: In order to encourage a professional and harmonious disposition of a unit member's grievance, it is agreed that from the time a grievance is filed until it is processed through binding arbitration, neither the grievant nor the Association or the District shall make public either the grievance or evidence regarding the grievance. The prohibition is not intended to preclude interviewing of witnesses or other necessary investigation and preparation for hearing, nor is it intended to preclude general discussion of the issues which may be present in the case, so long as such discussion does not directly or indirectly identify the work site, the grievant or other involved persons.
8. No Reprisal: There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedures.
9. Grievance Files: The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. The grievant and/or association representative shall have access to and copies of the documents dealing with the processing of the grievance.

ARTICLE V
EVALUATION PROCEDURES AND PERSONNEL FILES

A. Procedure

The primary purpose of any employee evaluation is to improve performance and to develop the highest professional competence on the part of each employee. The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedural requirement. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the District, nor shall it contest the judgment of the evaluator or the District; any grievance shall be limited to a claim that the following procedures have been violated.

1. The immediate supervisor shall prepare a formal evaluation for newly hired probationary unit members during their nine (9) month probationary period at the third (3) and seventh (7) months of employment. Unit members who are promoted will have a probationary period of six (6) months in the new classification and will be evaluated during the third (3) and fifth (5) months of their probationary period. With prior written notice to the employee, the probationary period may be extended up to the number of leave days utilized for the employee beyond the six (6) month/nine (9) month probationary period and shall not exceed one (1) year.
2. The immediate supervisor may prepare evaluations on employee performance as deemed necessary. When such evaluations are placed in a unit member's personnel file, he/she shall have the right to review and respond within ten (10) work days to any adverse comments, and have the response attached to said evaluation and placed in his/her personnel file. When said evaluation shows "Needs Improvement" the deficient area(s) will be specifically stated and expectations and recommendations for improvement will be included.
3. In the event an evaluation is grieved on a procedural basis by an employee, said evaluation shall not be placed into the employee personnel file for a period of (thirty) 30 days to allow the employee and District to resolve the dispute.

Permanent unit members will be evaluated not less than once every two (2) years. Such evaluations shall be signed by both the evaluator and the employee. One (1) copy of the evaluation shall be held in the evaluator's file.

B. Performance Assistance

In the event that deficiencies are identified, the evaluator shall take positive action to assist the unit member in correcting any identified deficiencies. The evaluator's role to assist the unit member may include, but is not limited to the following:

1. Specific recommendations for improvement;
2. Direct assistance to implement such recommendations;
3. Provisions of additional resources to be utilized to assist with improvement;
4. Techniques to measure improvement;
5. Time schedule to monitor progress;
6. Observation;
7. Conferences;
8. Visitation to other sites;
9. If appropriate, written notification of continued deficiency and an assistance plan may follow.

C. Assistance Plan

If a formal written assistance plan is deemed necessary the assistance plan shall be initiated no sooner than (thirty) 30 continuous work days from receipt of written notification of the need to improve. The duration of time the employee will be under consideration for an assistance plan shall not exceed one year. The actual duration of the assistance plan will be determined by the circumstances involved.

D. Evaluation Report

In preparing the Evaluation Report for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through observations, which may include inspecting the employee's work while being performed and/or after a job is completed and may include conferences with employee to discuss work performance issues prior to the formal evaluation process. Any deficiencies which may have been brought to the attention of the unit member and corrected may not be negatively referenced but may be constructively addressed.

ARTICLE VI **ASSOCIATION RIGHTS**

A. Access

Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a work site, any such representative shall first report to the office of the site supervisor to announce his or her presence and the intended purpose and length of visit.

In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to non-working hours such as breaks, duty-free lunch period and before and after work.

The Chapter President or designee may utilize District facilities outside of District operating hours for meeting purposes free of charge upon mutual agreement, subject to the provisions of the Civic Center Act.

B. Distribution and Posting of Materials, Use of Site Mail Boxes and District Mail Systems

The Chapter President or designee may distribute organizational literature on District property, provided it conforms to the content restrictions in Section D hereof, and does not interfere in any way with District business. No person shall distribute literature on District property in a place or manner, which distracts unit members who are performing their duties. Literature may be distributed, or left for pickup, in coffee rooms, rest areas and in other appropriate site locations as designated by the immediate supervisor.

The Chapter President or designee may post notices of Association concern (consistent with Section D hereof) on bulletin boards at least one (1) of which shall be maintained in each work location in an area frequented by unit members.

The Chapter President or designee may place written communications (consistent with Section D hereof) in the District's mail systems, mailboxes or email. Unauthorized mailings and written communications shall be subject to removal.

C. Use of District Printing Department

The Chapter President or designee shall be granted the right to submit a monthly newsletter to the District printing department for reproduction as long as the following conditions are met:

1. The contents of the newsletter must conform to the requirements of Section D herein.
2. The Chapter President or designee shall request the use of the printing department at least one (1) week in advance of the date it wishes to submit the newsletter to be scheduled for reproduction. The actual reproduction of the newsletter will be scheduled by the printing department consistent with the scheduling procedures used for the schools, departments and divisions of the District.
3. The newsletter shall be submitted in such a way as to be camera ready. Work shall not be submitted in a manner which might slow down the regular District printing needs.
4. The Association shall pay for all materials used by the District in reproducing the newsletter, as well as standard District labor expenses.

D. Content Restrictions

Any literature to be distributed or posted or placed in the mail systems, mail boxes or email by the District or the Chapter President or designee must not be defamatory, obscene, or hold any individual to ridicule, or violate the District's Acceptable Use of Electronic Information Resources Agreement Policy. It must be dated and must identify the person and organization responsible for distribution. Any violation of this paragraph, as determined by the District, shall result in the forfeiture by the Association of its rights to the use of the printing department and/or the District's mail systems. However, the Association shall have the right to appeal the forfeiture decision to the District prior to its implementation.

Prior to distribution, posting or placing in the mail systems and/or boxes of any material, the Association shall provide, upon request to the Superintendent or designee copies of all such materials.

E. Names and Addresses

On or before May 1, and October 15, of each year, the District shall supply the Association, Chapter President or designee with the names, addresses, phone numbers, date of hire, classification, number of hours assigned, and work location of the unit members agreeing to this release. The Association, Chapter President or designee agrees to use such information for internal organizational purposes only and not to disclose it to any third party.

F. Release Time for Association Business

1. President Release: Upon appropriate notice and schedule coordination with the immediate supervisor, the Chapter President or designee(s) shall also be entitled to release time, exclusive of negotiations, with no loss of pay for the purpose of conducting lawful Association business. Such release time may be taken in any length segments, except that if a replacement is hired, release time must be taken for a minimum of four (4) hours. The Chapter President will have fifty percent (50%) of their work day release time every day to conduct Association business. The release time shall be mutually set by the Chapter President and his/her immediate supervisor at the beginning of the President's contractual year.
2. Additional Coordinated Release: Upon appropriate notice and schedule coordination with the immediate supervisor, the Chapter President, or designee(s), shall be entitled to sixty (60) full eight (8) hour days per school year of release time exclusive of negotiations and annual CSEA Conference with no loss of pay for the purpose of conducting lawful Association business. Such release time may be taken in any length segments, except that if a replacement is hired, release time must be taken for a minimum of four (4) hours. Upon mutual agreement, additional release time may be granted as needed. Release time shall be requested on the CSEA employee release time notice signed by the Chapter President (or designee) and the employee's immediate supervisor.
3. Association State-Level Business Release: Release time shall be granted for any bargaining unit member for Association State-Level Business. The release time shall be requested in writing from the CSEA state or local field office to the District. The District will be reimbursed by CSEA the cost of release time for State-Level Business upon request.
4. Negotiations Release: The Association bargaining team will be provided with release time for the negotiating of the Agreement between Ontario-Montclair School District and California School Employees Association. The number of team members will be mutually agreed upon prior to the first session of the reopening of the Agreement.

5. CSEA Conference Release: Upon appropriate notice and schedule coordination with the immediate supervisor, the CSEA President and designees shall be entitled to release time to attend the CSEA Annual Conference, not to exceed ten (10) members. There will be no loss of pay.

G. Release Time for Negotiations

The Association bargaining team will be provided with release time for the negotiating of the Agreement between Ontario-Montclair School District and California School Employees Association. The number of team members will be mutually agreed upon prior to the first session of the reopening of the Agreement.

ARTICLE VII
EMPLOYEE RIGHTS

- A. Classified employees are full partners in the educational process. All employees shall treat each other with courtesy, dignity, and professionalism.
- B. To ensure this positive working environment, and to promote fair and constructive communication, employees who have a legitimate complaint may utilize the complaint procedure adopted by the Board of Trustees.
- C. This Article shall not be subject to the grievance procedure.

ARTICLE VIII **LEAVES OF ABSENCE**

General Provisions

1. Definitions

- a. **Leave of Absence**: A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.
- b. **Part-time Regular Unit Member**: For purposes of this Article, a part-time regular unit member is defined as one whose normal employment is less than 40 hours work per week. A part-time unit member is entitled to prorated leaves of absence, in the same ratio as his regular hours of work per week bear to 40 hours.
- c. **Member(s) of the Immediate Family** as used in this Article shall mean spouse/registered domestic partner, father, mother, foster parent, stepparent, legal guardian, grandparent, grandchild, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step child, foster child, aunt, uncle, niece, nephew of the unit member or of his/her spouse/registered domestic partner, or any person permanently living in the immediate household of the unit member.

2. Unit Member Protection

A leave protects the unit member by holding a place in the District until the leave expires, with the right to return to the District in a position of the same status and rank at the conclusion of the leave unless the unit member would have otherwise been laid off. There is, however, no assurance that the return assignment will be in the work site where the unit member was assigned when the leave was authorized.

3. License or Certificate

A condition of each leave of absence is that any required license or certificate held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

4. Wages, Salary Supplement and Retirement Credit

Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, salary supplement coverage, and retirement credit, the same as if they were not on leave. Those who go on an unpaid leave during any pay period shall receive their salary supplement (health and welfare coverage) for the balance of that pay period. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected at their own expense, provided they make advance payment of the premium in a manner reasonably required by the District.

5. Notification

- a. **Mandatory Notification**: The procedures in this Article for notification of absence are mandatory. Failure to adhere to notification procedures may result in forfeiture of salary for the day(s) of absence.

- b. Verification of Illness: When a bargaining unit member has been absent from work due to illness for a period of 7 consecutive workdays, the unit member shall be required to submit an attending physician's verification of illness.

6. Return to Service

- a. Notification: A unit member returning from absence must contact his/her work site by 3:00 p.m., but in any event before the end of the immediate supervisor's work schedule of the day preceding the intended return. If he/she is unable to make a determination before the immediate supervisor leaves for the day he/she must notify the appropriate District Department prior to closing time. Unit members assigned to a shift which begins after 2:00 p.m. must notify the immediate supervisor at least two (2) hours before the start of their shift, or, in the absence of the immediate supervisor, may notify the office of Human Resources. If the substitute replacement has been hired because of the unit member's failure to give the above notice of return, the unit member shall not be permitted to return to work and shall be charged with one additional day of absence.
- b. Absence Report: On the day the employee returns to active service the unit member shall complete the District's Employee Absence Report and submit it to the immediate supervisor, and shall provide such additional verification of the use of these leave provisions as may be requested by the District. Failure to comply with this requirement shall cause the employee to lose the right to be paid for days of absence.

7. Unauthorized Absence

A unit member who is absent from work other than for those days as authorized by the provisions of this Agreement shall be deemed to have abandoned employment with the District.

SUMMARY OF LEAVE PROVISIONS

ARTICLE VIII- LEAVES TYPE/SECTION	AMOUNT OF TIME	NOTIFICATION REQUIRED	RETURN TO SERVICE
Section A Personal Necessity Leave	ten days-deducted from sick leave allocation	Three (3) days advance approval unless extenuating circumstances	In accordance with General Provisions 6.a. and 6.b. Complete absence report
Section B Personal Leave	One (1) of the above ten (10) deducted from sick leave allocation Two (2) of the ten if employee maintains more than twenty-four (24) days sick leave	Three (3) days advance approval	In accordance with General Provisions 6.a and 6.b. Complete absence report

ARTICLE VIII- LEAVES TYPE/SECTION	AMOUNT OF TIME	NOTIFICATION REQUIRED	RETURN TO SERVICE
Section C Bereavement Leave	Local: three (3) work days. Excess of 200 miles one way: five (5) work days Out of state: five (5) work days. To be taken within thirty (30) days of the first day of bereavement.	Prior to start of their regular work shift	Submit verification if District reasonably suspects abuse of leave Complete absence report
Section D Industrial Accident and Illness Leave	Sixty (60) work days in one fiscal year	Report injury on District form the next scheduled work day	Submit physician's release to work Complete absence report
Section E Maternity Leave	Sick leave for period of time unit member is physically disabled	Written notification as soon as unit member determines she is pregnant	Submit Physician's release to active duty Complete absence report
Section F Parental Leave	Up to three (3) personal necessity leave days not to be used in conjunction with maternity leave days	Three days advance approval per Personal Necessity Leave Section General notification when uncertain of specific date	Submit verification Complete absence report
Section G Child Rearing Leave	Up to one (1) year without pay	Thirty (30) days prior to beginning of a school year or within enough time to schedule alternative help	In accordance with approved return date Complete absence report
Section H Medical, Dental or Legal Appointments	Sick Leave for Medical or Dental Personal Necessity Leave for Legal Appointments	As far in advance as possible, but no less than forty-eight (48) hours	Complete absence report
Section I Sick Leave	Period of illness-Sick Leave pay in accordance with Sick Leave Section I-1 and I-4	As soon as practical but no later than one hour prior to start time. Physician verification if absent more than ten (10) days	Verification in accordance with General Provisions 6.a and Sick Leave Section I-3.b. Complete absence report
Section J Unpaid Leave	Administratively Approved: Less than thirty (30) work days Board Approved: More than thirty (30) work days	Written request not later than five (5) work days prior to regular Board Meeting	In accordance with request Complete absence report

ARTICLE VIII- LEAVES TYPE/SECTION	AMOUNT OF TIME	NOTIFICATION REQUIRED	RETURN TO SERVICE
Section K Family Medical Leave (FMLA) Available only to employees having worked 1250 hours in previous year	Administratively Approved: Up to twelve (12) weeks unpaid leave	Written request thirty (30) days in advance if "foreseeable"	In accordance with request
Section L Jury Duty Leave	Days served	If reports to jury duty, does not have to report to work that day Inform immediate supervisor upon receipt of jury duty notice	Provide jury service certificate signed by court clerk Complete absence report
Section M Legal Leave	District required court appearance Other court appearances use PNL	As far in advance as possible	Complete absence report
Section N Military Leave	Not to exceed six (6) months for military training	As far in advance as possible	Complete absence report
Section O Leave While Holding Public Office	Not to exceed four (4) work days in a calendar month	Two (2) or more work days in sequence must be requested three (3) work days in advance	Complete absence report

A. Personal Necessity Leave

1. Definition

Personal Necessity Leave may be utilized by a unit member who has sufficient sick leave credit, for circumstances that are serious in nature, which cannot be expected to be disregarded, and which necessitate immediate attention and cannot be dealt with during off-duty hours.

2. Allowable Leave

The unit member may elect to use not more than ten (10) days per year of unused sick leave for purposes of approved personal necessity leave. Unused personal necessity leave entitlement shall not be accumulated from year to year. The number of days of personal necessity leave shall not exceed the number of full days of unused sick leave to which such member is entitled.

3. Procedure

- a. Notification: The unit member shall submit a request for personal necessity leave approval on a District form to the immediate supervisor not less than three (3) work

days prior to the beginning date of the leave, except where extenuating circumstances make such notice impossible.

- b. Extenuating Circumstances: The prior approval requirement shall not apply to the following reasons:
 - 1.) Death of a member of the immediate family. Requests granted under this section shall be in addition to those provided under Bereavement Leave of this Article.
 - 2.) Accident or serious illness involving the unit member or his/her property, or the person or property of a member of the immediate family.
- c. When prior approval is not required, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

4. District Review

The District reserves the right to review each request and to verify such requests by any appropriate means. The immediate supervisor is responsible for granting or denying the request.

Examples of reasons for which approval shall not be granted include, but are not limited to the following:

Political activities or demonstrations;
Vacation, recreation or social activities;
Extension of a school holiday or vacation;
A convention related to such unit member's avocation;
Civil or organizational activities;
Unit member's association activities;
Spouse's business, profession or avocation;
Pursuit of trade or professional degree, or trade related and/or academic work, or pursuit of business interests or other employment.

B. Personal Leave

- 1. Definition
Notwithstanding the foregoing, a day may be taken for any reason personal to the unit member, except that a such day shall not be usable during a work stoppage (see Article XVI).
- 2. Allowable Leave
 - a. One (1) of the ten (10) annual personal necessity days.
 - b. Any employee who maintains more than 24 days of accumulated sick leave, as of June 30, shall be entitled to use two (2) of the ten (10) personal necessity leave (PNL) days for personal leave (PL) during the following school year.
 - c. Personal Leave cannot be utilized if 5% or more of the bargaining unit is absent or expected to be absent on the day requested.
 - d. Personal Leave cannot be used after the fact to substitute for an absence denied under other provisions of this Section and Article.

3. Procedure

Notification: Subject to the advance notice requirements set forth above (Section A-3).

C. Bereavement Leave

1. Definition:

- a. Bereavement Leave: A unit member shall be eligible for a temporary Leave of Absence for the death of any member of the immediate family, without loss of salary. Bereavement Leave, as authorized within these procedures, shall not be charged to leaves granted by other parts of this Article.
- b. Member(s) of the Immediate Family as used in this Article shall mean spouse/registered domestic partner, father, mother, foster parent, stepparent, legal guardian, grandparent, grandchild, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step child, foster child, aunt, uncle, niece, nephew of the unit member or of his/her spouse/registered domestic partner, or any person permanently living in the immediate household of the unit member.

2. Allowable Leave

- a. Local: Will be for no longer than three (3) work days within thirty (30) days of the first day of bereavement leave.
- b. Non-local: When travel in excess of 200 miles (one-way) is required, five (5) work days within 30 days of the first day of bereavement leave will be authorized.
- c. Out of State Travel: If out-of-state travel is required, five (5) work days within 30 days of the first day of bereavement leave will be authorized.
- d. Additional Days: Additional days of absence beyond those described herein are provided in this Article under the terms of the Personal Necessity Leave. In addition to the allowed seven (7) days, an additional five (5) days of Personal Necessity Leave may be used for bereavement, after exhausting the allowed seven (7) days. The additional days must be taken within thirty (30) days of the first day of bereavement leave and will be deducted from the unit member's sick leave.
- e. Unpaid Request: Members of the bargaining unit may request permission of their immediate supervisor to be absent without pay on account of the death of any relative not designated as immediate family.

3. Procedure

- a. Notification: Members of the bargaining unit shall be required to contact their immediate supervisor or designee prior to the start of their regular work shift to request Bereavement Leave.
- b. Return to Service: Verification of Bereavement Leave upon return from leave. Members of the bargaining unit shall be required to complete an employee absence report. The District may require the unit member to provide verification of bereavement when the District reasonably believes that the unit member is abusing leave privileges. Where the District deems it appropriate, prior notice that verification will be required will be given to the employee in writing.

D. Industrial Accident and Illness

1. Definition

Industrial accident and illness leave shall be granted to unit members in accordance with provisions of this procedure for injury or illness incurred within the course and scope of the unit members assigned duties.

2. Allowable Leave

- a. Qualification: In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a District-appointed physician to verify his/her condition and to evaluate any claims.
- b. Time Allowed: Allowable leave shall be for not more than sixty (60) work days in any one fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year.
- c. Restrictions: Any unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorized travel outside the State.

3. Procedure

- a. Notification: A unit member who has sustained a job-related injury or illness shall report the injury to the immediate supervisor on the District Accident Report Form no later than the next scheduled work day following the accident.
- b. Return to Service:
 - 1.) Release: A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the District-appointed physician and from the treating physician, certifying the unit member's ability to return to his/her position/classification without restrictions and without detriment to his/her physical and emotional well-being, unless the unit member is placed on light duty. If the "Return to Work Authorization" places a medical restriction on the employee, the immediate supervisor must contact the Superintendent's designee before allowing the employee to resume work. The Superintendent's designee will make the determination as to whether or not the employee should be allowed to return to his/her normal assignment or placed on temporary light duty.
 - 2.) Temporary Light Duty: When an employee is temporarily disabled from performing his usual and customary job duties as a result of an industrial injury or illness the District may assign him/her to a light duty assignment within the work restrictions described by his physician. Such temporary light duty assignment may be a modification of his/her usual and customary job or a job outside of the employee's classification. Light duty assignments shall be at the employee's regular rate of pay. In the event of a question or dispute regarding the employee's disability or work restrictions the opinion of the district's physician will prevail. Light duty assignments may be made as long as work is available or until the employee is released to return to full duty or for a maximum of sixty (60) work

days in any fiscal year, whichever comes first. Temporary light duty may require periodic medical reevaluation.

- 3.) Return to Work: Any time a unit member on industrial accident or illness leave is able to return to work, he/she may be reinstated to a position comparable to the one previously held by the unit member without loss of status or benefits. An employee who is unable to return to work when all available paid leaves have been exhausted shall be terminated and placed on a re-employment list for a period of thirty-nine (39) months. Upon receiving and presenting to the District a full medical release, the unit member shall be employed in the first vacant position in the classification of his/her previous assignment over all other available candidates, except for a re-employment list established because of layoff, in which case the unit member shall be listed in accordance with seniority regulations related to re-employment after layoff.

4. Wages, Leave Benefits, and Disability Payment

- a. Absence Charged: Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- b. Wages: While the employee is in paid status, the District's "self-insurance" carrier shall pay to the District, on the employee's behalf, any disability indemnity checks. The District in turn, shall pay the employee's regular salary, subject to Section E.2. of this Article and Section I.6., Extended Illness Leave. All required deductions will continue to be made for federal and state taxes, social security, Medicare or other required payroll taxes and deductions.
- c. Leave Benefits: The industrial accident or illness leave is to be in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will be used. If, however, a unit member is still receiving temporary disability payments under the Worker's Compensation laws of this State at the time of the exhaustion of the benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

5. Unauthorized Absence

A unit member who has been medically released for return to duty and has been placed on a re-employment list and who fails to accept an appropriate assignment shall be dismissed.

E. Maternity Leave

1. Definition

A maternity leave is a leave of absence granted to a female unit member during the period of time she is absent from her duties because of disability resulting from pregnancy or convalescence following childbirth or miscarriage. Such unit member may elect to utilize her accumulated sick leave during her period of physical disability, provided the dates of disability and convalescence following childbirth are certified by her physician.

2. Allowable Leave

Paid Portion: The paid portion (sick leave) of such a leave is usable only for that period of time during which the unit member is physically disabled and unable to perform her regular duties and responsibilities. For purposes of this section, the District will recognize evidence of treatment and the need therefore by the practice of the religion of any well recognized church or denomination. However, such recognition does not exempt the unit member from the rules and regulations set forth by this Article.

3. Procedure

- a. Written Notification: As soon as the unit member determines she is pregnant, she shall promptly notify her immediate supervisor in writing to enable the District to make advance preparation for a substitute or temporary replacement.
- b. Physician Verification: Not later than the fourth month of pregnancy, such unit member shall provide the District with a written medical status report from her attending physician attesting to her ability to continue performing the full schedule of duties and responsibilities and indicating the estimated date of birth. The District may require her to submit additional statements from her physician, if necessary, in the reasonable judgment of her immediate supervisor. She shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself from her duties because of disability resulting from pregnancy, provided that she can and does continue to perform the full duties and responsibilities of her position.
- c. Return to Service: Prior to return to duty it will be necessary for the unit member to validate her sick leave claim by having her physician certify the actual beginning and ending date of her disability. She also must secure her attending physician's release to active duty.

4. Use of Sick Leave

Use of sick leave for maternity leave of absence shall be in accordance with sick leave procedures in this article.

F. Parental Leave

1. Definition

Parental Leave is a leave of absence granted for the birth or adoption of the employee's child.

2. Allowable Leave

An employee may take up to three (3) days of available Personal Necessity Leave for Parental Leave. The total number of Personal Necessity Leave days granted during any fiscal year shall not exceed ten (10).

3. Procedure

Notification: The employee shall notify his or her supervisor in accordance with the Personal Necessity Leave Section A.3. of this Article. In situations where the employee cannot accurately predict the date and time of birth, the employee shall provide his or her

supervisor with an approximate date with the actual start date of the leave to be determined upon verification of birth/adoption of child.

G. Child Rearing Leave

1. Definition

A leave of absence equal to up to one (1) year shall be granted upon request without pay to a unit member for the purpose of raising his/her child, so long as the child is under five (5) years of age. An exception to this age limit would be considered if the unit member adopts an older child who needs full-time care.

2. Allowable Leave

The effective dates of the leave shall begin and end at times deemed appropriate by the Board of Trustees based on recommendation of the Superintendent, following consultation with the immediate supervisor of the unit member.

3. Procedure

Notification: If a unit member plans to request child rearing leave at the beginning of a school year, the unit member shall inform the immediate supervisor of this intention at least thirty (30) work days prior to the opening day of school unless extenuating circumstances make it impossible to do so. If such extenuating circumstances exist, the unit member shall inform the immediate supervisor of an intention to request the leave within enough time to allow the supervisor an opportunity to schedule alternative help.

H. Medical, Dental or Legal Appointments

1. Definition

Unit members who take time off during the workday for medical, dental, or legal appointments shall utilize sick leave, personal necessity leave, accrued compensatory time, or accrued vacation time for this purpose.

2. Procedure

Notification: The unit member shall inform the immediate-supervisor of the date and time of the appointment as far in advance as possible, but no less than forty-eight (48) hours in advance of the appointment, except in bonafide emergencies.

I. Sick Leave

1. Definition

The purpose of sick leave utilization shall be for physical and mental disability absences which make continued employment impracticable, or for legally established quarantine.

2. Allowable Leave

a. Full Time: Unit members employed by the District five (5) days a week with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of the days they are not required to render service. Unit members employed by the District four (4) days a week, for forty (40) hours per week, shall likewise be entitled to twelve (12) days leave of absence for illness or injury, exclusive

of the days they are not required to render service. Day, as used in this article, means the employee's regularly assigned work day, exclusive of overtime.

Regular School Year: For purposes of determining the number of sick leave days earned annually by unit members, 19.58 days will constitute a work month. Regular unit members whose work year is established to correlate with the beginning and ending dates of the approved school year for students shall be entitled to earn ten (10) sick leave days annually regardless of when such beginning or ending dates occur during a given month.

- b. Part Time: A unit member 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).
- c. Less than Full Fiscal Year: When such unit members are employed for less than a full fiscal year of service the two preceding paragraphs shall determine that proportion of leave of absence for illness or injury to which they are entitled. For example, a 10-month employee would be entitled to ten (10) days leave of absence for illness or injury.

3. Procedure

- a. Notification: Employees shall provide notification to the District as soon as practical but no later than one (1) hour prior to the employee's start time.
- b. Return to Service
 - 1) Notice to the District of intended return to duty must conform to General Provisions 6.a of this Article.
 - 2) On the day the employee returns to active service, the unit member shall complete the Employee's Absence Report and submit it to the immediate supervisor.
 - 3) The District may require the unit member to provide verification of illness by a doctor when the District reasonably believes that unit member is abusing sick leave privileges. Where the District deems it appropriate, prior notice that verification will be required will be given to the employee in writing for a period not to exceed six (6) months from date of notice.
 - 4) A medical clearance by a doctor may be required when the District reasonably believes that a unit member is medically unfit to continue to work.
 - 5) A unit member returning from leave for illness or accident shall provide a medical clearance by a doctor indicating an absence of communicable disease and/or ability to perform normal duties without restriction or detriment to the unit member or others unless the unit member is placed on light duty as specified herein.
 - 6) When an employee is ill or temporarily disabled (non work related) from performing his/her usual and customary job duties as a result of an injury or illness, the district may assign the employee to light duty assignments which are within the work restrictions described by the employee's physician. The light duty may be a modification of the employee's usual and customary job or a job outside of the employee's classification. Light duty assignments will be made at the

discretion of the District and as long as light duty work is available. An employee on light duty will receive his/her regular rate of pay. Some light duty assignments may require periodic review and/or medical reevaluation. In the event of a question or dispute regarding the employee's illness or work restriction, the decision of the District will prevail.

- 7) When physical examinations are required by the District or by law, the District shall reserve the right to provide or cause to be provided the required examination. When requiring physical examinations the District may use the services of a physician selected by District or, for good reason, authorize the unit member to use a physician of his/her choosing. If such examination from the unit member's physician involves cost in addition to those which would otherwise be incurred by the unit member, then the cost shall be borne by the District at a rate not greater than would have been paid to the District's physician.

4. Computation of Sick Leave

The District will utilize the following method for purposes of computing sick leave time earned.

- a. Initial Employment: Initial employment occurring between the first and fifteenth of the month shall be computed from the first of that month and beginning between the sixteenth and the end of the month shall be computed from the first of the following month.
- b. Regular School Year: For purposes of determining the number of sick leave days earned annually by unit members, 19.58 days will constitute a work month. Regular unit members whose work year is established to correlate with the beginning and ending dates of the approved school year for students shall be entitled to earn ten (10) sick leave days annually regardless of when such beginning or ending dates occur during a given month.
- c. Short Work Year: Unit members whose work year begins after the approved school year for students has started or ends before the last school day occurs shall earn sick leave days at the rate of one (1) day for each 19.58 days in their service year. Fractions shall be rounded off to the nearest whole day.
- d. Pay Rate: Pay for any hour(s) or day(s) of illness or injury absence shall be at the unit member's regular hourly rate for each hour of absence or daily rate for each day of absence.
- e. Leave Credit: Credit for leave of absence for illness or injury need not be accrued prior to taking such leave by the unit member and such leave may be taken at any time during his/her assigned work year. Probationary unit members of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under this article, until the first day of the calendar month after completion of six (6) months of active service with the District. A unit member who terminates employment prior to earning sick leave taken in advance of accrual, shall have the appropriate amount deducted from his/her final check.
- f. Leave Accumulation: If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year-to-year.

- g. Reimbursement: Earned or accumulated sick leave shall not be considered as vacation, nor shall a unit member be reimbursed for unused sick leave at the time of separation except as provided in Education Code for purposes of retirement.
- h. Transferable: Sick leave shall not be transferable from one unit member's accumulated balance to that of another employee except in accordance with Education Code provisions.

5. Compensation

Any unused sick leave credit may be used by the unit member for sick leave purposes, as defined, without loss of compensation.

6. Extended Illness Leave

- a. Additional Non-accumulated Leave: Pursuant to Education Code Section 45196, on July 1 of each year, all bargaining unit members shall be credited with a total of 100 work days of paid sick leave, including days to which he/she is entitled under Section 45191 (annual sick leave days allotment). Such days of paid sick leave, in addition to those under Article VIII, section 4, shall be compensated at fifty (50) percent of the employee's regular salary.
- b. 100-Day Period: The 100-day period shall begin on the first day of absence for non-industrial illness or injury. The unit member shall receive his/her full salary, until all paid leave (annual sick-day allotment and accrual, vacation and holidays) are exhausted. The days remaining in the 100-day period, shall be paid at fifty (50) percent of the regular salary.
- c. Fiscal Year Allowance: Only one 100 day period in any fiscal year may be taken.
- d. Continued Illness: At the beginning of each fiscal year, if the bargaining unit member continues to be ill and is in a paid status, the unit member is entitled to a new 100 day period as of the date he/she is scheduled to begin performing service.
- e. Physician Verification: In order to receive extended illness or injury leave benefits, a current physician's verification must be on file with the District.

Please note the examples below.

Example

A classified OMSD employee works five days a week, eight hours per day. During the school year, he/she comes down with a lengthy illness. At the time the illness occurs, he/she has 40 days (320 hours) of earned sick leave and 20 days (160 hours) of earned vacation.

Here are some possible options:

Option 1

40 days sick @ full pay, then
60 days sick @ 50% pay

Option 2

40 days sick @ full pay, then

60 days sick @ 50% pay, and then
20 days vacation @ full pay

Option 3

40 days sick @ full pay, then
20 days vacation @ full pay, and then
60 days sick @ 50% pay

In deciding what to do, he/she will want to remember that when he/she exhausts his/her leave benefits, he/she will be placed on the 39-month rehire list. Therefore, options 2 and three (3) will prolong his/her active employment with the district. He/She should also consider the impact of any long-term disability insurance that may help him/her financially during his/her illness.

J. Unpaid Leave

1. Definition

A permanent unit member may, at the sole discretion of the Board, be granted a leave of absence without compensation for reasons satisfactory to the District and not enumerated elsewhere herein.

2. Allowable Leave

- a. Board Approved: If granted, the leave shall be for a period of not less than thirty (30) work days, without compensation, and for a period of not more than six (6) months, unless renewed.
- b. Administratively Approved: A personal leave of absence without remuneration for not more than thirty (30) work days may be approved administratively to transact urgent personal business. The justification and duration of such leaves shall be left to the discretion of the Superintendent or his designee.
- c. Restrictions: A unit member shall not accept gainful employment while on personal leave of absence without disclosure to and prior written approval from the Superintendent. Violation hereof will constitute grounds for revocation of the leave and/or grounds for denying future leaves.

3. Procedure

- a. Written Request: A unit member seeking an approved personal leave of absence shall submit a written request which includes the reason(s), any supporting information relating thereto, and the requested duration of the leave.
- b. Prior Approval: The request shall be submitted to the Superintendent not later than five (5) work days prior to a regular Board Meeting for consideration and presentation to the Board of Trustees prior to the proposed effective date of the leave.
- c. Return to Service: Refer to General Provisions 6.a. and 6.b.

K. Family Medical Leave (Family Medical Leave Act – FMLA)

1. Definition

Family Medical leave under FMLA is available to employees who have worked at least 1250 hours over the previous twelve months. FMLA is an unpaid leave for up to twelve (12) weeks within a year (July 1-June 30) for certain family and medical reasons.

2. Allowable Leave

Unpaid leave must be granted under FMLA for the following reasons:

- a. To care for the employee's child after birth, or placement with the employee for adoption or foster care;
- b. To care for the employee's spouse, son, daughter, or parent who has a serious health condition; or
- c. For a serious health condition that makes the employee unable to perform the employee's job.

3. Procedure

- a. Notification: The employee may be required to provide advance leave notice and medical certification. Taking leave may be denied if requirements are not met.
 - 1.) The employee must provide thirty (30) days advance notice when leave is "foreseeable"
 - 2.) An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at employer's expense) and a fit for duty report to return to work.
- b. Health Coverage: For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan"
- c. Return to Work: Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.

L. Jury Duty Leave

1. Definition

A leave of absence without loss of salary shall be granted to a unit member who is officially called for jury duty. Juror's fees, excluding mileage, received by the unit member shall be deposited to the credit of the District.

2. Procedure

- a. Notification: Upon receipt of notification of jury duty obligation to be served during work hours on days of assigned service, it is the obligation of the unit member immediately to inform his/her immediate supervisor.

- b. Postponement: The unit member and/or the District may seek a postponement of duty to times when the unit member's services are not required by the District or to times most consistent with the operational needs of the District.
- c. Reporting to Work: Any employee who is required to call during the work day for possible jury duty service shall report to work. Upon notification of jury duty service, the employee shall immediately notify his/her immediate supervisor. Any employee who is required to report for jury duty service during the work day does not have to report to work on that day.
- d. Return to Service: Upon return to work the unit member must provide to the immediate supervisor proof of jury duty attendance by presentation of a certificate signed by the court clerk or other authorized officer of the court.

M. Legal Leave

1. Definition

If any employment related court or agency appearance other than through the wrongdoing of the unit member or as a plaintiff against the District is required of the unit member, it shall be made without loss of pay and without charge to any other accrued leave benefits.

2. Allowable Leave

- a. Any Court Appearance: For any appearance in court or to respond to an official order from another governmental jurisdiction, a unit member may utilize Personal Necessity Leave.
- b. District Required Appearance: If the District requires a unit member to appear in court on behalf of the District, such appearance shall be made without loss of pay or other accrued leave benefits.

3. Procedure

Notification: Unit member shall notify immediate supervisor as soon as possible.

N. Military Leave

1. Definition

Unit members employed by the District as permanent employees and summoned to military service shall be entitled to a military leave of absence as prescribed by Federal Law.

2. Allowable Leave

Temporary Leave: A unit member who is a member of the reserve forces of the United States Armed Service shall be entitled to a temporary leave of absence not to exceed six (6) months. Said leave is to be used for military training, drills, special exercises, naval cruises and related activities. Compensation for leaves granted under this section shall be in accordance with California Military and Veterans Code.

3. Procedure

Notification: Unit member shall notify immediate supervisor as soon as possible.

O. Leave While Holding Elective Public Office

1. Definition

Unit members shall be provided the opportunity to exercise the duties attendant to holding an elective public office to which they have been duly appointed or elected. This shall be in the form of a Leave of Absence for Holding Elective Office.

a. Leaves While Maintaining Full District Employment: Leave of absence may not exceed four (4) days in any one calendar month for a unit member holding public office while maintaining full-time employment with the District. Such leaves will be granted with a deduction in pay equal to the amount paid to a substitute, should a substitute be required.

b. Utilization: These authorized days or portions of days may be utilized in the following manner:

1) Full Day Leave: Upon request to his/her immediate supervisor a unit member may request up to a maximum of four (4) full days per month.

2) Half Day Leave: Upon request to his/her immediate supervisor a unit member may request up to a maximum of eight (8) one-half day leaves.

2. Procedure

Notification: When requesting two or more days in sequence, requests must be made at least three (3) days in advance of the need for such leave. A unit member may not, while on leave, request another leave for the next full or half day.

ARTICLE IX **TRANSFERS**

A transfer is defined as a permanent change of location within a classification.

Transfers may fall into two categories:

1. Administrative transfers that are initiated by the District, and
2. Transfers that are initiated at the request of the unit member on a voluntary basis.

A reassignment is defined as a temporary change of location within a classification to address the needs of the district. A reassignment may be five (5) continuous days or less, which may be reassessed during the five (5) day period.

The District shall retain final authority to transfer unit members from one job site to another when it is determined by the District that such a transfer is in the best interest of the District and its educational programs, and not for arbitrary or capricious reasons. The following procedures shall be followed:

A. **Administrative Transfer**

The District may initiate a transfer at any time. However, a unit member affected by such transfer will be given written notice of the proposed transfer ten (10) work days in advance of any permanent change in the unit member's work schedule, unless the employee and supervisor mutually agree to a different timeline. Also, he/she shall be provided an opportunity, if desired, to meet with the appropriate supervisor and be informed as to the reason(s) for the transfer and how it will be implemented. Consideration will be given the unit member's objections or preferences, if any, at that time.

Administrative transfers will not be used as a punitive or disciplinary action.

B. **Voluntary Transfer**

Unit members may submit written requests to the Human Resources Department for transfer to positions within their current classification at any time during the work year. A separate transfer request list will be maintained for each classification.

Transfer applicants will be interviewed by the immediate supervisor at or about the time the position applied for becomes vacant. The immediate supervisor shall make his/her final appointment from among transfer applicants and other eligible candidates.

Requests for withdrawal of transfer may be submitted in writing at any time.

Probationary unit employees are not eligible to be considered for voluntary transfers. Unit members who are interviewed and not selected for a vacancy may request and will be granted a conference with the selecting supervisor to discuss the reason(s) for the denial of the request for transfer.

The filing of a request for transfer is without prejudice to the unit member. Such requests shall not jeopardize the unit member's present position.

C. Appeal Process

If the unit member believes there has been a violation by the District of this article, or that the transfer is not in the best interest of the District, he/she may either utilize the grievance procedure under Article IV of this Agreement, or appeal the decision through the following process:

1. Steps of Appeal Process

- a. Step 1 – Within two (2) work days following written notice of transfer a unit member may appeal the transfer by submitting, in writing, such reasons to his/her immediate supervisor responsible for his selection as the person to be administratively transferred.
 - b. Step 2 – If the transferee is not satisfied at the conclusion of Step 1, the appeal, in writing, may be submitted to the Director of Human Resources. Such appeal must be made within one (1) work day after having the initial appeal rejected by his immediate supervisor or person responsible for his selection as a person to be administratively transferred.
 - c. Step 3 – If the transferee is not satisfied at the conclusion of Step 2, the appeal, in writing, may be submitted to the Superintendent. Such appeal must be made within one (1) work day after having his/her appeal reviewed and rejected by the Director of Human Resources. The Superintendent's decision shall be final under this process.
 - d. The Superintendent shall have the authority to appoint an alternate-supervisor in the event one (1) of the above supervisors involved in the process above is not available.
 - e. The above time limits may be adjusted by mutual agreement of the District and the unit member.
2. If the above appeal process is used, no transfer will be effected until all steps of the appeal process have been completed, unless the unit member has not adhered to the time constraints herein.

ARTICLE X
RECLASSIFICATION, CLASSIFICATION, COMPENSATION

A. Definition

For purposes of this agreement, "reclassification" shall mean:

Pursuant to Education Code Section 45101 (f)

"Reclassification means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position."

B. Requests for Reclassification

Requests to have a position analyzed for possible reclassification into an existing bargaining unit position may be made by a unit member.

A request by a unit member to have a position analyzed shall be made on a Reclassification Request Form and submitted to the unit member's supervisor by January 31 for his/her comments prior to routing the request to Human Resources for review and consideration by the Reclassification Committee. No employee working in the same classification may submit a request for reclassification more than once in any two-year period.

C. Process

This will be a collaborative process between Ontario-Montclair School District and the California School Employees Association and its Chapter 108.

1. The employee will complete the request form and forward it to his/her immediate supervisor. The immediate supervisor /designee will immediately sign and date the Review Verification Form and return the Review Verification Form to the employee.
2. The employee will deliver the signed Review Verification Form to Human Resources between January 1 and the close of business January 31.
3. The employee's immediate supervisor will review and forward the Reclassification Form to Human Resources no later than ten (10) work days after January 31.
4. Human Resources will forward the Reclassification Form to the Association and to the Reclassification Committee no later than February 15.
5. The Reclassification Committee will complete the review process no later than April 15.
6. The following procedures shall govern the Reclassification Committee:
 - a. The committee must determine by a minimum 4-2 vote the recommendation or denial of each request for reclassification.
 - b. The committee may collect additional information to inform the decision, which may include oral and/or written information from employee(s) and/or supervisor(s).
 - c. The decision of the Reclassification Committee is final.

- d. The effected member shall be notified in writing of the decision of the Reclassification Committee and the Board of Trustees no later than ten (10) work days after the Board's action.
7. The Superintendent shall submit the committee's recommendation to the Board of Trustees no later than the Board's second regular meeting in May.
8. A Board approved reclassification shall be retroactive to January 1 of the year in which approval was granted by the Reclassification Committee and the Board.
9. The Committee shall have the authority and responsibility to recommend the reclassification of positions. Upon Board approval the incumbent who requested reclassification shall be placed in the new position without further evaluation or application procedures.
10. The committee shall not transfer any bargaining unit work, duties, tasks, functions or responsibility to any position outside of the bargaining unit.

D. Reclassification Committee Membership

1. The Reclassification Committee shall be comprised of six (6) members. The Association shall appoint three (3) bargaining unit employees to the committee and the District shall appoint two (2) management employees and the Superintendent's designee.
2. All committee members must be in attendance for the committee to meet.
3. In the event of an emergency, an alternate may take the place of a committee member. The alternate shall then become the new and permanent member of the committee for the remainder of the annual term.
4. The Association and the District shall appoint their respective members no later than February 1 of each year.

E. Neutral Third Party

1. In the event that the Reclassification committee does not reach a decision to approve or decline a reclassification request, but concludes with a three (3) by three (3) stalemate, then the reclassification application will be reviewed by a neutral third party to be paid by the District. The neutral third-party shall be selected jointly by the District and CSEA to deliberate the reclassification in question. In the event the District and CSEA cannot agree on a neutral third-party, that party shall be a mediator employed by the State Conciliation/Mediation Service.
2. The impartial third party shall review reclassification documents as provided and may interview affected employee and immediate supervisor.
3. The neutral third-party/mediator shall recommend a resolution to any disputes to the committee, who shall adopt his/her recommendation.

F. Compensation and/or Classification Compensation:

1. The District and the Association will initiate a compensation review when compensation for a specific job classification falls below fifty-five percent (55%) of comparable districts for that specific job, or upon mutual agreement.
2. Classification: The District and the Association, upon mutual agreement, will initiate a classification review of comparable districts for any job classification.
3. Process:
 - a. A District committee shall be formed and be comprised of six (6) members. The Association shall appoint three (3) bargaining unit employees to the committee and the District shall appoint three (3) management employees.
 - b. The District committee shall use comparable surrounding districts to determine compensation/classification considerations.
 - c. The committee must determine by a minimum 4-2 vote the recommendation or denial of each request for compensation and/or classification modification.
 - d. The committees shall make a recommendation to the Superintendent.

ARTICLE XI

PROMOTION

A. Definition

A current unit member who changes from one class to a higher related class and involving a change of position and duties shall be defined as a promotion. An employee who receives a promotion to a higher related class with a higher salary range, shall be placed on the first step of that higher range which constitutes at least a 5% increase above his/her previous salary placement. In no case shall the increase be greater than that reflected in Step E of the new salary range.

Other career opportunities may also be available in other classes (depending upon employee qualifications) but would not necessarily constitute a promotion or pay raise.

A unit member who makes a career change to a position with the same or higher salary range will realize no reduction in his/her salary. Unit members who make a career change to a position with a lower salary range shall be placed on the step which is closest to his/her current salary.

B. Application

Bargaining unit members shall have the opportunity to apply for any vacant bargaining unit position which can be considered a promotion by submitting written application to Human Resources within the time period specified on the vacancy announcement and meeting all application requirements set forth by the Human Resources Division.

When qualified for admission to a final list and all other considerations with respect to ability and qualifications are determined to be substantially equal and practicable, the unit member will be given every consideration for promotion, including first choice of scheduled interviews.

C. Promotional Probation Procedure

A permanent employee, who accepts a promotion and fails to complete the probationary period for that promotional position, shall be employed in the classification from which he or she was promoted. (Reference Article V, section A, Procedures)

ARTICLE XII

HOURS AND OVERTIME

This Article is intended to apply to all unit members and states the general provisions applicable to classified employees. However, the Transportation Department Handbook, which will apply only to transportation employees, will be reviewed yearly by a committee consisting of three representatives of the Association and three (3) representatives of the District. The purpose of the committee will be to review and make recommendations on rules and regulations contained in the Transportation Department Handbook. Rules and regulations which fall within the scope of representation shall be considered negotiable issues.

A. General Provisions

Seniority shall be calculated by hire date within each class.

Upon employment, each unit member shall be advised, in writing, of his/her job description, salary placement, work site and normal number of assigned daily and weekly hours of work.

Upon contracting, with any change in classification, each unit member shall be advised, in writing, of his/her job description, salary placement, and work site, together with the normal number of assigned daily and weekly hours of work.

Daily work schedules for unit members shall be assigned as required to meet the operational needs of the District or in accordance with Section A of the Management Rights clause. The District shall give the Association and the unit member notice, at least ten (10) work days in advance of any permanent change in the unit member's work schedule. The Association, employee, and supervisor may mutually agree to a period of less than ten (10) work days. Work schedules will not be changed for the purpose of circumventing overtime rights, as defined in this agreement.

Full-time employment for unit members shall be based on a forty (40) hour work week and eight (8) hours per day, exclusive of lunch time. For computational purposes, 19.58 days (156.64 hours) will constitute a work month. Part-time unit members shall have less than a forty (40) hour work week.

Nothing herein precludes the District from establishing a ten (10) hour-per-day, forty (40) hour, four (4) consecutive-day schedule within certain classifications or for unit members within certain classifications, provided that the establishment of such a work week is approved by the immediate supervisor and has the concurrence of the employees involved with Association representation.

The District may assign unit members to nonconsecutive work days at any time during the normal five (5) day work week period when the needs of the District so dictate.

Any employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of 19.58 days or more within a preceding quarter, shall be afforded appropriate pro-rated benefits (vacation, holiday and sick leave), for the aforementioned extra hours.

B. 9-80/10-40 Work Week

The District may establish a 9/80 and a 10/40 work schedule (nine (9) hours per day, eighty (80) hours every two (2) weeks, or ten (10) hours per day forty (40) hours per week) upon concurrence of the affected employee with Association representation. Employees who are

working a 9/80 or a 10/40 work schedule are to work the traditional work week (eight (8) hours per day) in weeks in which there is a holiday or jury duty.

C. Lunch Period

Unit members working at least five (5) consecutive hours per day shall be entitled to an unpaid, uninterrupted lunch period of no longer than one (1) hour nor less than one-half hour. The lunch period shall be assigned by the immediate supervisor at or about the midpoint of the employee's duty day or as is administratively practical.

When a work period of not more than six (6) hours will complete the day's work, a lunch period may be waived by mutual consent of the unit member and his/her immediate supervisor.

If the nature of the work assigned to a unit member prevents the unit member from being relieved of all duties during a designated lunch period, the lunch period shall be considered an "on-duty" lunch period and counted as time worked.

D. Rest Periods

Unit members working four (4) consecutive hours per day shall be entitled to a paid uninterrupted fifteen (15) minute rest period for each consecutive four-hour work period. The rest period shall be assigned by the immediate supervisor at or near the midpoint of each four (4) hour period.

Unit members working 3½ or 3¾ consecutive hours per day shall be entitled to a compensated rest period of ten (10) minutes and shall be taken at a time designated by the immediate supervisor.

E. Overtime

Overtime is defined as any assigned hours worked in paid status over eight (8) hours in one (1) day or forty (40) hours in one (1) work week. Compensatory hours earned or used shall be documented within one (1) work day.

1. Unit members shall receive written (or email) approval by the immediate supervisor prior to working overtime except in cases of an emergency.
2. Unit members shall be compensated at the rate of one and one-half times the regular pay rate for all hours assigned and worked in addition to the eight-hour work day (or, if applicable, the ten-hour work day) or forty-hour work week.
3. Unit members shall be compensated at the rate of one and one-half times the regular pay rate for all hours worked on the sixth and seventh consecutive days following the commencement of the work week.
4. When a unit member is required to work on any holiday designated in this agreement, he or she shall be compensated at the rate of one (1) and one-half (1 ½) times regular pay rate for all hours worked, in addition to normal holiday pay.
5. The District shall not make decisions regarding assignment of overtime work amongst unit members for arbitrary, capricious, or vindictive reasons, nor shall they be made solely on the basis of cost to the District.

6. Whenever possible, overtime shall be assigned as equitably as possible on the basis of a seniority rotation starting with the primary classification, at the work site or department, whichever applies, provided the unit member has the skill and ability to perform the assigned task.

F. Compensatory Time-Off In Lieu of Overtime

Compensatory time-off in lieu of overtime pay may be authorized if mutually agreed upon by the unit member and his/her immediate supervisor. Compensatory time shall be granted at the rate of one (1) and one-half (1 ½) times the actual overtime worked and shall be taken within one (1) year of the date it is earned or an overtime pay warrant shall be initiated. Compensatory hours earned or used shall be documented within one (1) work day.

Earned hours of compensatory time shall be recorded and mutually agreed upon by the immediate supervisor and employee. A record of such recorded hours shall be supplied to the unit member upon request. A request for use of employee's compensatory time shall be submitted to the immediate supervisor, for approval or denial, prior to use of requested compensatory time.

G. Working out of Classification on a Temporary Basis

When a unit member works in a higher classification, the salary of the unit member shall be adjusted upward as follows:

1. When a unit member is assigned by his/her supervisor, in writing to **replace** (i.e. vacancy, long term illness, extended leave) an employee in a higher classification and expected to perform the functions and duties of the higher classification, the unit member shall be paid the nearest salary rate on the salary range of the higher classification which is next above the range the unit member receives in his/her regular permanent position and reflects no less than a five (5) percent increase, starting on the first (1) day of replacement service.
2. When a unit member is assigned by his/her supervisor to perform some, but not the majority of the functions and duties of a higher classification (such duties not clearly indicating the appropriateness of the higher salary range), for a period of time which exceeds four (4) consecutive work days or five (5) work days within a fifteen (15) calendar day period, the unit member shall receive a pay increase equivalent to five (5) percent of the unit member's salary in his/her regular permanent position, for the entire out-of-class period.

H. Additional Hours

Additional hours are defined as additional assigned hours worked in paid status over and above the daily regular work assignment established by the District, totaling eight (8) or less hours per work day when combined with the unit member's regular daily assignment, except in cases of a 9/80 or 10/40 work schedule.

Whenever possible, additional hours shall be assigned as equitably as possible on the basis of a seniority rotation, starting with the primary classification at the work site or department. Additional classifications may be considered so long as the scope of work falls within the job description.

I. Night Shift Differential

Any full-time night employee who works half of his/her normal shift after 5:00 p.m. shall receive a shift differential. This differential will be an assigned working time of seven and one-half (7½) hours for which the employee shall receive eight (8) hours pay at the employee's regular rate of pay. Exempt from this differential are those unit members whose schedule was arranged to suit the convenience of the unit member.

The night shift differential shall not apply during the summer recess, except when employees are actually assigned to a shift where half (1/2) of the regular assigned work hours occur after 5 p.m.

An employee receiving a night shift differential who is required to work in a higher range position on a temporary basis shall not lose the night shift differential until the 21st working day in the higher range position.

J. Minimum Call-In and-Call-Back Time

A unit member called in to work on an unscheduled day, or called back to work after completing his/her regular assignment, shall receive a minimum of two (2) hours pay for such call-in, or call-back work, at the appropriate rate of pay under this Agreement.

K. Stand-by Time for Transportation Mechanics

A unit member who is scheduled to be on stand-by during non-work days, shall receive a minimum of two (2) hours pay for such stand-by. This may be applied on holidays and weekends.

L. Phone Contact by Manager/Designee During Non-Contract Hours

Employees contacted by phone from a manager/designee and asked to engage in a professional consultation specifically regarding the employees work site/assignment/duties, and does not require the employee to be called into work, will be compensated in fifteen (15) minute increments. This does not apply to general or work assignment notifications.

M. Federal, State and Local Elections

When necessary and consistent with the best interest of the District, the District shall attempt in good faith to adjust work schedules in order to allow unit members an opportunity to vote in federal, state, and local elections

N. Split Shifts

Any unit member whose normal daily assigned work shift is split by a total of one-half (1½) or more hours, exclusive of lunch period, shall receive a split-shift differential of five percent (5%) per hour. Exempt from this differential are those employees whose split hours are caused by a multiple assignment or whose schedule was arranged for the employee's convenience rather than the District's needs.

Any unit member, whose normal daily assigned work hours are less than six (6) hours and include a split shift, shall not be entitled to an assigned duty-free meal period.

ARTICLE XIII **HOLIDAYS**

All members of the bargaining unit shall be entitled to the following paid holidays provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday.

New Year's Eve Day	Labor Day
New Year's Day	Admission Day (the first work day after December 25 th)
Martin Luther King Day	Veteran's Day
Lincoln Day	Thanksgiving Day
Washington Day	Local Holiday (Friday after Thanksgiving)
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Spring Holiday (Friday of the week of Spring Recess)	

The District shall set the date of each holiday annually and make available to each employee a school district calendar on which the dates shall be listed.

When a holiday authorized in this Article falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Also, when a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

ARTICLE XIV VACATIONS

Unit members shall be eligible for an annual vacation, paid at the regular rate of pay earned at the time the vacation is commenced. A part-time unit member earns vacation time proportionate to the number of hours his regular assignment bears to an eight (8) hour day.

A unit member will not be entitled to use earned vacation until completion of the initial six (6) months of probationary employment. In the event a unit member's probationary period exceeds six (6) months, he/she shall not be entitled to take earned vacation before completing his/her first six (6) months of probation.

Entitlement to annual vacation time is earned according to the following schedule:

- | | |
|---|---|
| 1. 1-4 years of service | 1 day for each month of service earned during the work year for a maximum of 12 days annual vacation. |
| 2. 5-9 years of service | 1¼ days for each month of service earned during the work year for a maximum of 15 days annual vacation. |
| 3. 10-14 years of service | 1½ days for each month of service earned during the work year for a maximum of 18 days annual vacation. |
| 4. 15-19 years of service | 1¾ days of each month of service earned during the work year for a maximum of 21 days annual vacation. |
| 5. 20 years of service and thereafter | 2 days for each month of service earned during the work year for a maximum of 24 days annual vacation. |
| 6. One additional day of vacation will be granted in accordance with Article XVII, Section C (Long Service Recognition Benefits). | |

Twelve (12) month (224 or more contract days) employees: May take vacation anytime during the school year, with the approval of the employer. Vacation time earned during any fiscal year (July 1 to June 30) must be taken by the end of the next fiscal year.

Less than twelve (12) month employees: Vacation time shall be taken during the winter and spring break or when the district will not be required to employ a substitute to fill such temporary absence. Vacation time may not be accumulated from year to year. The employee will be paid for any unused vacation time by the last pay check of the fiscal year.

If an employee's contract days are listed below then they earn vacation proportionally to their work days, not calendar days, and are paid accordingly. If there is the option to complete a flex calendar spreading the days into each month or elect Deferred Net Pay (pay spread over twelve (12) checks) this does not change the way vacation is earned:

- | | |
|-----------|--------------------|
| 206-223 = | 11 month employee |
| 176-205 = | 10 month employee* |
| 167-175 = | 9 month employee |
| 161-166 = | 8 month employee |

*Regular unit members whose work year is established to correlate with the beginning and ending dates of the approved school year for students shall be ten (10) month employees regardless of when such beginning or ending dates occur during a given month (i.e. 176-205 days)

If dates are within or outside of the established school year for students then a month is defined as 19.58 days when contract year is divided and employee is less than twelve (12) months regardless of flex calendar usage (i.e. 206-230, 167-175 and 161-166).

When a unit member is requested to remain on duty because of an unforeseen emergency or condition that could affect the welfare of the District's operation, a unit member may accumulate the amount of unused vacation for use in the next school year or be reimbursed upon recommendation of the immediate supervisor.

When a unit member requests five (5) or more consecutive vacation days, a district vacation request form must be submitted to immediate supervisor at least ten (10) work days prior to the first day of requested vacation. Response to vacation request will be returned to unit member within five (5) working days after receipt of request. Any vacation request of less than five (5) days requires supervisor approval.

Approved holidays that fall during a unit member's vacation shall not be charged against an employee's accumulated vacation time. In the event that one or more holidays fall within a scheduled vacation period, additional vacation days shall be granted.

Upon separation from service with the District, unit members shall be entitled to lump-sum compensation for all earned and unused vacation, except those unit members who have not completed six (6) months of employment in regular status. Such unit members shall not be entitled to such compensation.

The District will utilize the following method for purposes of computing vacation time earned:

1. Initial Employment

Initial employment occurring between the first (1) and fifteenth (15) of the month shall be computed from the first (1) of that month and beginning between the sixteenth (16) and the end of the month shall be computed from the first (1) of the following month.

2. Regular Employment

For purpose of determining the number of vacation days earned annually by unit members, 19.58 days will constitute a work month.

Regular unit members whose work year is established to correlate with the beginning and ending dates of the approved school year for students shall be entitled to earn ten (10) vacation days annually regardless of when such beginning or ending dates occur during a given a month.

Unit members whose work year begins after the approved school year for students has started or ends before the last school day occurs shall earn vacation at the rate of one (1) day for each 19.58 days in their service year. Fractions shall be rounded off to the nearest whole day.

ARTICLE XV
SAFETY AND SECURITY

A. General

The District shall make every reasonable effort to provide a place of employment which is as safe as the nature of the assigned duties reasonably permit.

Unit members are required to use District-provided equipment and work site facilities in a prudent manner including, but not limited to, utilization of all safety guards and protective devices.

Any assault, threat of force, violence, or inappropriate behavior (e.g., discrimination, harassment, workplace bullying, and abusive conduct, as defined by law and policy) towards unit members at any time or place, which is related to work activities, shall be reported by members to their immediate supervisor or the appropriate department.

Unit members have the responsibility to submit written recommendations on the appropriate District form to the immediate supervisor regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to ensure compliance with applicable safety standards.

B. Safety Committee

The District agrees to establish a six-member safety committee for the purpose of receiving safety concerns. The committee will be chaired by the Superintendent's designee who will schedule at least two regular meetings every school year. The chair will schedule other meetings on an ad hoc basis to deal with specific safety issues. Department heads will schedule safety related meetings as specified by the District's Injury Illness Prevention Program (IIPP).

An officer of CSEA and one other CSEA member shall be members of the committee. The committee may submit written recommendations to the Superintendent where necessary, but will have no independent authority to act.

C. Personal Property

Reimbursement shall be made to any unit member for the loss, destruction, or damage by arson, burglary, vandalism, or student disturbance, of personal work related property used at his/her work site pursuant to the following provisions: Only property shall be subject to this section. Personal property such as automobiles, clothing, jewelry, glasses, watches and the like are not subject hereto. Personal property must meet OSHA safety standards.

Reimbursement shall be made only when advance approval is obtained on the appropriate District-provided form, and when the value of the property was agreed upon in writing in advance between the unit member and the authorizing site and/or department supervisor(s). Advance approval or disapproval is the sole prerogative of the District.

No reimbursement shall be made for mysterious disappearance, accidental damage, loss suffered because of lack of due care by the owner of any other cause not specified. The personal instructional property shall not remain on District property over a weekend, on holidays or during vacation periods without the prior written approval of the authorizing site and/or department supervisor(s). The maximum recovery allowable hereunder for any occurrence is \$500.

D. First Aid

The District shall provide and maintain a first aid kit at each work site/Department within reason. The location of the kit shall be made known to all employees at the work site.

E. Drug And Alcohol Testing

1. APPLICATION

Under the provisions of Title 49 of the code of Federal Regulations Part 382 and Part 40, the provisions of this section apply only to those whose duties include the driving of a commercial motor vehicle or equipment, for which a Class A, Class B, or Class C driver's license is required. The provisions of section E of this article excludes bus drivers.

2. NOTICE

All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance, and in writing, that they are subject to reasonable suspicion, post-accident, return to duty and follow-up testing while on duty. The notice shall state that the only such tests required by the employer are those required by the Federal Motor Carrier Safety Administration (FMCSA) as set forth in Title 49 of the Code of Federal Regulations, Part 382.

3. ANNUAL TRAINING

All employees subject to testing for controlled substances and alcohol shall be provided with an annual training session which includes information regarding employee assistance, specific substance abuse training and possible physiological, contractual and legal consequences of substance abuse.

Prior to driving, all employees shall be given necessary post-accident information procedures and instructions by the employer.

4. REASONABLE SUSPICION TESTING

- a. The District's determination that reasonable suspicion exists to require a driver to undergo an alcohol or controlled substance test must be based upon specific, contemporaneous, articulated observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances.
- b. The required observation for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor, district supervisor or designee who is trained in accordance with Title 49 Section 382.603. The District shall ensure that persons designated to supervise receive at least sixty (60) minutes of training on alcohol misuse and receive an additional sixty (60) minutes of training on controlled substance use. The training will be used by the supervisors to determine whether reasonable suspicion exists to require an employee to undergo testing under Title 49 Section 382.307. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

- c. An employee may be directed to only undergo reasonable suspicion testing while performing safety-sensitive functions, just before performing safety-sensitive functions, or just after performing such functions.
- d. Employees for who a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.
- e. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. If the test is not given within two (2) hours following the reasonable suspicion determination, the employer shall prepare and maintain a filed statement of the reasons the test was not promptly administered. The driver will be given a copy of this statement. No test based on reasonable suspicion of alcohol misuse will be given that is not within eight (8) hours of the reasonable suspicion determination.
- f. A written record of the reasonable suspicion observations, dated and signed by all supervisors making the observations, must be made within twenty-four (24) hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the driver when the results of the test are released.
- g. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the driver. Nor participate in the collection or chain of custody of any specimen for testing.
- h. Only supervisors who are trained, directly supervise the employee, and have made personal observations, shall make the determination for reasonable suspicion testing.

5. POST-ACCIDENT TESTING

a. Alcohol

As soon as practicable following an accident on a public road or district property, if there is reasonable suspicion of intoxication, the District shall test for alcohol for each of its surviving drivers:

- 1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
- 2) Who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
 - a) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - b) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

b. Controlled Substance

As soon as practicable following an accident on a public road or District property, if there is reasonable suspicion of intoxication, the District shall test for controlled substance for each of its surviving drivers:

- 1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
- 2) Who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
 - a) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - b) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
 - c) An employee who is subject to post-accident testing shall remain readily available by providing a contact person and/or telephone number for such testing or may be deemed to have refused to submit to testing (49 CFR 382.303(f)).

- c. Nothing in this section shall be construed to require the delay of necessary medical treatment or to prohibit the driver from leaving the scene of an accident for a period necessary to obtain assistance in responding to the accident, or to obtain necessary medical care.

6. TESTING PROCEDURES

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

- a. The immediate supervisor of a driver shall not serve as either a collection site person for controlled substance testing or as a breath alcohol technician for alcohol testing of that driver.
- b. All testing shall be conducted in a private setting and, in the case of controlled substance testing, no direct observation of a driver's urination by a collection person is permitted except for the reasons stated in 49CFR 40.67 and 40.69, and then only by a same gender collection site person who is not employed by the District.
- c. The testing laboratory for all alcohol and controlled substance testing (including split sample testing requested by the employee) must be a forensic laboratory certified for such testing by the U.S. Department of Health and Human Services and agreed upon by the parties. Portable or mobile testing units shall not be utilized on or in proximity to District property.
- d. A controlled substance or alcohol test that has a problem identified that cannot be or has not been corrected, or which 49CFR40 requires to be cancelled is neither a positive or negative test (49CFR40.3). The District may not direct a

recollection for an employee because a test has been cancelled, except in situations cited in 49CFR40, i.e. pre-employment return to duty, (49CFR40.159(a)(5) and 49CFR40.187(b, e, f)).

- e. The District upon initial receipt of a verified positive test result will immediately remove an employee from performing safety-sensitive functions. The District shall not wait to receive a written report or the result of a split specimen test before taking this action (49CFR40.23(a)).

7. POSITIVE TESTS

- a. A positive test for alcohol must be a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.02 grams of alcohol per 210 liters of breath or greater. Such a test is positive even if that concentration is caused by prescribed medication.
- b. A positive test for controlled substances must be confirmation test by gas chromatography/mass spectrometry techniques and must show one of the following (subject to current federal guidelines):
 - 1) 15 ng/ml (nanograms per milliliter) of marijuana metabolite;
 - 2) 150 ng/ml of cocaine metabolite;
 - 3) 2000 ng/ml of either morphine or codeine;
 - 4) 25 ng/ml of phencyclidine; or
 - 5) 500 ng/ml of amphetamine or methamphetamine; and, the Medical Review Officer must conclude that there is no legitimate explanation, such as prescribed medication, for the result.
- c. Upon receipt of a confirmed positive, adulterated, substituted, or invalid test result from the laboratory, no positive test for controlled substance shall be reported to the District until after, the Medical Review Officer has contacted the employee directly, on a confidential basis, and given the opportunity to discuss the test results and medical history, including medication, in confidence, to determine whether the employee wants to discuss the test result. In making this contact, the Medical Review Officer must (40CFR135):
 - 1) Tell the employee that the laboratory has determined that the employee's test result was positive, adulterated, substitute, or invalid, as applicable; tell the employee of the drugs for which his/her specimen tested positive, or the basis for the finding of adulteration or substitution;
 - 2) Explain to the employee that failure to discuss the result will result in verification of the test as positive or as a refusal to test because of adulteration or substitution, as applicable;
 - 3) Explain the verification interview process and inform the employee that the decision to verify the test results will be based on information the employee provides in the interview;
 - 4) Explain that, if further medical evaluation is needed for the verification process, the employee must comply with the request for this evaluation

and that failure to do so is equivalent of expressly declining to discuss the test result;

- 5) Warn an employee who has a confirmed positive, adulterated, substituted or invalid test that the Medical Review Officer is required to provide third parties drug test result information and medical information affecting the performance of safety-sensitive duties that the employee gives in the verification process without the employee's consent.
- 6) If the Medical Review Officer concludes that there is a legitimate explanation for the positive test, such as prescription or over-the-counter medication or a negative result in the split sample, the Medical Review Officer must report the test to the District as a negative test.

8. VERIFICATION

Upon verification of a drug test as positive for a drug or drug metabolite, or as a refusal to test because of adulteration or substitution, the Medical Review Officer must notify the employee of his/her right to have the split specimen tested. The Medical Review Officer shall notify the employee of the procedures for requesting a test of the split specimen including (49CFR40.153):

- a. That the employee has seventy-two (72) hours from the time the Medical Review Officer provides this notification to request a test of the split specimen; and
- b. How the employee can contact the Medical Review Officer to make the request; and
- c. That the District must ensure that the test takes place.
- d. The Medical Review Officer shall report the results of all alcohol and controlled substances tests to the District in accordance with the requirements of 49 CFR section 40 and section 382.
- e. The Medical Review Officer shall be a licensed physician (Doctor of Medicine or Osteopathy). The Medical Review Officer must be (49CFR40.121):
 - 1) Knowledgeable about and have clinical experience in controlled substance abuse disorders, including detailed knowledge of alternative medical explanations for laboratory confirmed drug tests; and
 - 2) Knowledgeable about issues relating to adulterated and substituted specimens as well as the possible medical causes of specimens having an invalid result.

The medical review officer shall not be an employee of the District.

- f. The cut-off levels in this section are those required by FMCSA regulation. They will be automatically adjusted to be consistent with changes, if any, in the levels specified by those regulations [see 49 CFR. 40.29, subd., (f)].

9. REFUSAL (CFR Title 49, 382.211)

No CLD driver shall refuse to submit to a post-accident alcohol and/or controlled substances test required under 382.303, a reasonable suspicion alcohol and/or controlled substances test required under 382.307k or a follow-up alcohol and/or controlled substances test required under 382.322. The District shall not permit a CDL Driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions and shall be subject to appropriate disciplinary action which may include dismissal from employment with the District.

Refusal to submit to an alcohol and/or controlled substance test means that a driver fails to provide adequate breath for testing without a valid medical explanation after he/she has receive notice of the requirement for breath testing in accordance with the laws or fails to provide adequate urine for controlled substances testing without a valid medical explanation after he/she has received notice of the requirement for urine testing in accordance with the law or engages in conduct that clearly obstructs the testing process.

Refusal to submit to alcohol and/or controlled substance testing as required will be recorded as a positive test.

10. DISCIPLINARY ACTION FOR PROHIBITED CONDUCT

Employees are subject to discipline up to and including suspension and/or termination of employment as is appropriate in accordance with applicable law and District policies and procedures. Severity of the disciplinary action will be based on the circumstances of the infraction and prior work history, including prior disciplinary action(s) of the employee.

- a. Notwithstanding any disciplinary action taken against the employee pursuant to Article XX Disciplinary Action, any employee who tests positive for controlled substances or for alcohol at a level greater than 0.04 BAC or engages in conduct prohibited by the regulations shall be immediately removed from performing his/her safety-sensitive function(s) until:
 - 1) The employee has been fully evaluated and treated, if required, by a Substance Abuse Professional (SAP), and retested with a negative result for controlled substances or a result for alcohol below 0.02BAC; or
 - 2) The verified test on which the removal of the employee was based is determined upon further testing or evaluation to be a negative test.

Any employee who tests positive for alcohol at a level of 0.02 to 0.039 BAC or engages in conduct prohibited by the regulations shall be immediately removed from performing his/her safety-sensitive function(s) until:

- a. The next scheduled duty period, if at least twenty-four (24) hours has elapsed; or
- b. A retest shows the alcohol concentration has fallen below 0.02 BAC.

11. SUBSTANCE ABUSE PROFESSIONAL

The Substance Abuse Professional (SAP) provides information to the employees regarding the following issues:

- a. Effects of alcohol/controlled substance use on an individual's health, work, and personal life;
- b. Signs and symptoms of an alcohol or controlled substance problem;
- c. Methods of intervening when an alcohol or controlled substance problem is suspected; and
- d. Counseling and treatment programs available for controlled substances and alcohol.

12. TREATMENT AND/OR REHABILITATION

- a. The cost of any treatment and/or rehabilitation program prescribed by the SAP shall be at the employee's expense if said program is not covered under the employee's medical plan.
- b. If the Substance Abuse Professional determines that a rehabilitation program is needed, and if that programs does not permit the temporary assignment of the driver to duties that are not safety-sensitive, a driver who has not previously tested positive or utilized a rehabilitation program will be entitled to a one time thirty (30)-working day paid leave for the purpose of rehabilitation.
- c. Employees returning to duty after rehabilitation treatment shall be subject to return-to-duty testing and to unannounced follow-up testing of at least six (6) tests in the first twelve (12) months of return to duty to any position in the classified service and further testing for up to a total of sixty (60) months if recommended by the SAP. The SAP may terminate the requirement for follow-up at any time after the first six (6) tests have been administered if the SAP determines that such testing is no longer necessary.

13. MISCELLANEOUS

- a. Employees will receive regular pay for time required to take the tests specified in this Article. The employer will pay for the initial test. In the case of post-accident testing, the employee will be compensated at the appropriate rate of pay for the length of time required to complete the testing process.
- b. The District shall pay for all confirmatory testing of a split sample.
- c. CSEA President and job stewards and other appointed representatives shall receive the same training provided to supervisors for reasonable suspicion determinations as it is scheduled.
- d. The parties agree to treat all test results and initial observations as confidential medical records and shall not become part of the employees Personnel file unless the results are positive. Also recognize that these records may need to be released in the course of legal proceedings.
- e. The District respects and acknowledges the right of bargaining unit members to seek and receive CSEA representation for any meeting in which misconduct by the employee is/may be alleged and for which there may be disciplinary action.

- f. Following the receipt of positive test results, the employer shall not question an employee concerning the use of alcohol and/or controlled substances without first informing the employee of his/her right to have a union representative present throughout the questioning. If the employee then requests union representation, no such questioning shall occur in the absence of the union representative.

ARTICLE XVI
WORK STOPPAGE

- A. Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its parent affiliate California School Employees Association, nor their respective officers, officials, agents, or representatives, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever against the District during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance and arbitration provisions of Article IV, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Association and its parent affiliates, and their respective officers, agents, representatives and responsible officials will do everything reasonably within their power to end or avert the same.
- B. Also, in the event that the Association its parent affiliates, members of persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article IV, the Association, and the unit members represented therein, shall be deemed to have waived the right to process the grievance of dispute to arbitration and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.
- C. The District hereby agrees not to cause, or attempt to cause, a lockout of unit members during the term of this agreement.
- D. The District agrees that it will do everything reasonable within its power to provide for the safety of unit members and their possessions, when said unit members are working during a work stoppage directed against the District by any other labor organization.

ARTICLE XVII
SALARIES AND HEALTH AND WELFARE BENEFITS

A. Salaries

See salary schedule at Exhibit C.

B. Health and Welfare Benefits (Medical, Dental and Vision)

1. Benefit allotment is based on the medical coverage, not dental or vision coverage. An employee who selects single party medical coverage will receive the single party allotment, two party medical coverage receives two party allotment, and family medical coverage will receive the family allotment.

2. Effective July 1, 2017 benefit allotments will be as follows:

SINGLE PARTY		TWO-PARTY		FAMILY PLAN	
Employee Hours	Allotment	Employee Hours	Allotment	Employee Hours	Allotment
5.5 – 8.0	<i>\$8,280.00</i>	5.5 – 8.0	<i>\$13,895.00</i>	5.5 – 8.0	<i>\$17,466.00</i>
4.5 – 5.4	<i>\$6,210.00</i>	4.5 – 5.4	<i>\$10,421.25</i>	4.5 – 5.4	<i>\$13,099.50</i>
4.0 – 4.4	<i>4,554.00</i>	4.0 – 4.4	<i>\$7,642.25</i>	4.0 – 4.4	<i>\$9,606.30</i>

3. Unit members hired after November 1, 1986 are required to work at least twenty (20) hours per week to qualify for the District's Health and Welfare Benefit Program.

4. Employees who become eligible for a fringe benefit allocation will be required to take a minimum of single party medical coverage from one (1) of the medical carriers offered by the District with no cash out, unless the employee has been accepted into the medical insurance Opt-Out program.

5. Opt-Out Provisions: So long as the District's insurance benefits practices/providers allow it, bargaining unit members (full-time and part-time) who can prove government or employer provided group medical insurance coverage from an employer may opt-out of OMSD group medical in exchange for a cash allotment to be determined annually by the District and CSEA (pro-rated for part-time bargaining unit members). A maximum of 20% of all unit members will be allowed to opt out. Priority will be provided to employees who are on-going opt-out participants. Other interested employees will be able to submit opt-out on a first-come, first-served basis.

6. OMSD CSEA members who are married to another OMSD CSEA member may either take two (2) single coverage or take one two-party coverage or take one family coverage. The two (2) single coverage may be combined and applied to two-party coverage or family coverage.

7. Employees hired on or after March 1, 2004 who work 4.0 to 5.4 hours per day are required to take a minimum of single-party medical coverage from one of the medical carriers offered by the District, unless the employee provides proof of coverage from another group insurance source and affirms in writing that the coverage will be kept in force. Those employees who waive coverage by proving group medical coverage may

enroll in district single party vision and/or dental coverage using the employee's allocation.

8. Unit members eligible to receive fringe benefits must:

- a. Maintain at least single party group coverage from one of the District provided medical insurance carriers or have other group medical coverage.
- b. Single party group coverage is defined by the District's medical insurance carriers.
- c. If the coverage is from a non-district medical insurance carrier, provide the District with annual proof of the group medical insurance coverage and affirms in writing that the coverage will be kept in force prior to the close of open enrollment. Those unit members, who have not obtained coverage from a district provided medical insurance resource and who do not provide the District with verification of at least single party group coverage, will be required to purchase single party group coverage from one (1) of the medical carriers offered by the District.

1.) Annual proof of medical insurance coverage shall consist of a signed insurance waiver form and one of the following:

- Medical insurance card (showing employee's name)
 - Letter from employer on company letterhead confirming group coverage of the employee
 - Military ID card (with employee name)
 - Letter or print out from the medical carrier confirming group coverage of the employee
 - Medicare Card
 - Medi-Cal Card (Notice of Action)
 - Print out insurance coverage from company website, or
 - Creditable coverage certification from the carrier
- d. New employees who have previously retired from another employer and who can provide proof of group medical coverage may waive district medical benefits and will not receive any benefit allocation, but may apply to the opt-out program, provided they meet the criteria.
 - e. Should an employee cease participation in the opt-out program, they may reapply to the opt-out program at a rate referenced in chart (g) below.
 - f. Employees who have maintained participation in the opt-out program may return to the program should they be rehired from the 39/63 month layoff list after lay off, so long as the program is still in existence and the employee continues to maintain eligibility to participate in the program.

g. Opt-out allocations are as follows:

Opt-Outs		
Employee Hours	Allotment for employees enrolled prior to June 30, 2018	Allotment for new enrollees July 1, 2018
7.5 - 8.0	\$3,800.00	\$1,500.00
6.5 - 7.4	\$3,300.00	\$1,500.00
5.5 - 6.4	\$2,800.00	\$1,500.00
4.5 - 5.4	\$2,300.00	\$1,125.00
4.0 - 4.4	\$1,800.00	\$825.00

Opt-out allotments are in lieu of benefits allotments.

C. Long Service Recognition Benefit

Long Service Recognition benefits may be paid to regular unit members for years of service served in the District in recognition of accrued continuous time without a break in service. Such service recognition will be paid in addition to the unit members' scheduled rate of compensation and will commence as follows:

Effective January 1, 2004 Long Service Recognition benefits will be:

Beginning 8 th Year	.25 per hour
Beginning 11 th Year	.41 per hour
Beginning 16 th year	.56 per hour
Beginning 21 st Year	.71 per hour
Beginning 26 th Year	.87 per hour

Effective July 1, 2015, any percentage increase to the salary schedule shall be applied to the long service recognition benefit increments.

Beginning the 25th year of service with the District, an employee will be granted one (1) additional vacation day. This day shall be added to regular vacation days, and taken during the following year in accordance with Article XIV of the current agreement.

Unit members who have service for at least two (2) years as regular employees and who leave the employment of the District and are re-employed within thirty-nine (39) months from the last date of regular employment, will not have such severance considered a break in service. The severed time, however, will not be considered as time in service. Credit for prior service time will be counted as part of the eligibility requirement. Re-employment after thirty-nine (39) months will constitute a break in service for purposes of this Article and shall be considered the same as new employment.

The receipt of long-service recognition benefits will be dependent upon the unit member receiving a satisfactory evaluation for each year of service to be counted.

D. Early Retirement Medical Contribution

1. Employees who retire at 5.5 – 8.0 Hours

The District agrees to provide medical insurance for each eligible unit member, who works at least 5.5 hours and who has been in active employment status for the ten (10) years preceding retirement from the District and either (1) retires at age 55 or older or (2) retires at

an earlier age under a Public Employees Retirement System (PERS) medical disability. Such insurance will be provided by a District contribution toward purchase of one of the District's HMO single-party medical plans. Such contribution shall be equal to the employee-only premium cost and shall not include cash back.

2. Employees who retire at 4.0 – 5.4 Hours

The District agrees to provide medical insurance for each eligible unit member, who works at least 4.0 to 5.4 hours and who has been in active employment status for the ten (10) years preceding retirement from the District and either (1) retires at age 55 or older or (2) retires at an earlier age under a Public Employees Retirement System (PERS) medical disability. Such insurance will be provided by a District contribution toward purchase of one (1) of the District's HMO single-party medical plans, which will be prorated based on the contributions listed in Article XVII Section B (2) for 4.0 to 5.4 hour employees and shall not include cash back.

Retirees may elect to opt-out of medical coverage. The amount of opt-out compensation is based on the "Allotment for employees enrolled on or after July 1, 2018" Chart 8(g).

Such contributions are to cease upon the occurrence, if any, of the following events:

- a. Obtaining coverage under the medical plan of another employer
- b. Failure to maintain the employee's share, if any, of the cost of additional coverage selected
- c. Reaching the age of Medicare eligibility.

E. Life Insurance

The District agrees to provide a \$50,000 basic term life insurance policy and Accidental Death and Dismemberment (AD&D) for each contracted employee of the District at no cost to the employee. This policy shall continue in effect until the employee terminates from the District. All employees must meet the eligibility requirements of the policy carrier.

F. Vacation Incentive

Effective July 1, one (1) additional day of vacation up to a maximum of four (4) days shall be granted annually to each unit member for each twenty-five (25) days of accumulated sick leave. Such vacation incentive entitlement will be based on sick leave accumulated as of June 30.

The following schedule will prevail:

Days of Accumulated <u>Sick Leave</u>	Days of Earned <u>Vacation</u>
0-24	0
25-49	1
50-74	2
75-99	3
100+	4

All vacation days earned in this manner shall be added to regular vacation days and taken during the following year in accordance with Article XIV, of the current Agreement.

G. District's Obligation Limited

The District's obligations under this Article are limited to the payment of the above-indicated sums. All terms and conditions of the various programs available pursuant to this Article are to be determined by the contracts between the District and the carriers pursuant to this Article, and are to be resolved between the carrier and the unit member. All disputes with respect to the carriers administration of such programs are not the responsibility of the District and are not subject to the grievance procedures of Article IV of this Agreement. The District will whenever possible assist the unit member to resolve any problems with the carrier.

H. Salary Computation for New Unit Members

Salary for new unit members working a partial month shall be computed using the following method: Take the hourly salary per Exhibit C, using the proper range, times the hours per day worked, times days worked during the first month of employment with the District.

Salary for unit members leaving the District shall be computed in the same manner.

I. Bilingual Stipend

The District will pay a bilingual stipend of \$50.00 per month for each foreign language a unit member is required to verbally interpret, including American Sign Language (ASL).

- i. The District shall have a minimum of two (2) members to receive the bilingual stipend at each school site. Should the District determine additional need for interpreters at a specific site, the minimum can be adjusted by mutual agreement between the Association and the District. The District reserves the right to determine the competency examination and method that qualifies a member's ability to verbally interpret.
- ii. The District shall have a minimum of one (1) member to receive the bilingual stipend at each support site/department that requires a primary function of interpreting as determined by the District. Should the District determine additional need for interpreters at a specific support site/department, the minimum can be adjusted by mutual agreement between the Association and the District. The District reserves the right to determine the competency examination and method that qualifies a member's ability to verbally interpret.
- iii. In the event that more than two (2) individuals are qualified within a designated school site/department, the criteria for assignment will be one of the following:
 - a. Needs of the department;
 - b. Proximity of the area(s) of service within the Department or school site;
 - c. Shift availability;
 - d. Performance; or
 - e. Seniority within site and/or department.
- iv. Once identified, such unit member(s) shall receive the stipend unless he/she is notified by the District in writing.

ARTICLE XVIII
CONSULTATION

The Association will receive notice of any proposed changes in Board policies which involve subjects within the scope of representation pursuant to Government Code Section 3543.2 and which have a direct impact upon employees in the classified employee bargaining unit. Within five (5) work days of receipt of the notice, the Association may request in writing to meet with the Superintendent or his designee for the purpose of providing written input on the proposed Board Policy. The Association's input will be considered prior to submitting the proposed change in Board Policy to the Board for a first reading.

ARTICLE XIX
LAYOFF AND REEMPLOYMENT

A. Layoff

Classified employees shall be subject to layoff for lack of work or lack of funds, as determined by the Board of Trustees. This includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption by layoff. In the event of a layoff, the order of layoff within the class shall be determined by length of service. Employees may exercise bumping rights as specified in this article. Employees who have been laid off are eligible for a period of 39 months, and shall be reemployed in preference to new applicants. (Education Code Section 45298).

1. Should the District plan to reduce an employee's hours, the District shall give the CSEA Chapter #108 President and the designated CSEA Labor Relations Representative written notice and an opportunity to request bargaining regarding proposed changes to CSEA bargaining unit an employee(s) hours.

Upon the District giving CSEA written notice of proposed changes to bargaining unit an employee's hours, CSEA must request bargaining within five (5) work days. CSEA's request must be in writing and must be sent to the District Assistant Superintendent of Human Resources. CSEA must make itself available to commence negotiations within five (5) work days of its request to bargain. CSEA's failure to comply with the above-described terms shall grant the District the right to implement the proposed changes without first negotiating.

If the parties' negotiations reach an impasse, CSEA must make itself available for mediation within twenty (20) work days of PERB's notice that it has determined that the parties are at impasse. CSEA's failure to make itself available for mediation within 20 work days of PERB's notice shall grant the District the right to implement its last, best, and final offer.

B. Determination of Seniority

In determining seniority for layoff purposes, the following rules shall apply:

1. Seniority shall only be earned when an employee has served as a regular classified employee in a designated class. Paid service performed prior to entering into a probationary status in the classified service shall not be credited toward seniority.
2. Seniority shall be calculated by hire date in the classification.
3. Overtime work for which pay was received shall not be included in computing seniority credit.
4. Short-term assignments, which are not part of regular classified service, shall not be included in computing seniority credits.
5. Time spent on paid leaves of absence shall be included when computing seniority.
6. Time spent on unpaid leaves of absence shall not be credited toward seniority except for the following:

- a. Military leave of absence.
 - b. Unpaid industrial accident and illness leaves of absence
7. In the event two or more employees have the same hire date within the classification, length of service shall be determined by initial hire date within the District. In the event two (2) or more of these employees have the same initial hire date, a drawing of lots will be conducted by the District and the CSEA president or designee to establish seniority. Impacted employee(s) will be invited to attend the drawing of lots.
 8. Time spent in any class before a break in continuity of employment because of separation from service shall count toward seniority accrual only when the separation does not exceed thirty-nine (39) months.
 9. Permanent employees shall be credited with greater seniority than probationary employees in the same class, regardless of their length of service.
 10. When reclassification results in the merger of two or more classes, or the separation of a class into two (2) or more classes, seniority rights of regular employees who are reclassified with their positions shall be computed from the date of their entrance into regular service in such former classes.
 11. An employee transferred or promoted from one (1) class to another shall retain seniority credit in the former class. Seniority in the new class shall begin accumulating on the effective date of the transfer or promotion.

C. Bumping Rights and Procedures

Regular classified employees who are to be laid off may exercise bumping rights in their class or in any equal or lower class in which they hold seniority credit greater than an incumbent. Seniority shall always be used for layoff and bumping and shall not result in a less senior unit member in the classification receiving more benefit than a more senior unit member in the classification. Full-time and less than full-time are outlined below. In determining bumping rights, the following rules shall apply:

1. Permanent employees may exercise bumping rights as specified in this article. Bumping rights are calculated based on seniority date, and the total number of hours assigned per regular work year calendar (to calculate "hours assigned to regular work year calendar", multiply the assigned regular hours per day by the assigned regular contractual work year calendar days. For example, for an employee who works six (6) hours per day for 180 days per year would be $6 \times 180 = 1,080$ hours).
2. The right to bump any incumbent in the same class shall not be allowed if there is a vacant position with equal or more assigned hours per year in the employee's current class to which he/she shall be assigned.
3. If no vacancy exists in the same class with equal or more hours per year, then the affected employee will be offered the least senior occupied position in a class with equal or more (next higher available) hours of assignment per year by seniority. If no such position exists, the employee shall bump the least senior employee in the classification with the most hours per year. Employees displaced because of the bumping process shall, in succession, be granted, by seniority, the same bumping rights.

4. If the employee does not have the seniority to bump in the current classification, he/she may bump in a higher class in which he/she previously obtained permanency provided that he/she has sufficient seniority in the higher class to do so.
5. If the employee does not have enough seniority to bump in a class or in a higher class in which permanency has been obtained, the employee shall be offered bumping rights in equal or lower classes where the employee has served and established seniority. If there is a vacancy with the same or more hours per year in the equal or lower class, then the employee shall be assigned to said vacancy. If no such vacant position exists, the employee may exercise bumping rights in the equal class in the same manner as specified in paragraph C.3.
6. A permanent employee who will suffer layoff, despite exercising bumping rights, will be allowed to transfer to a vacant position in an equal class in which he/she has served or demote to a vacant position in a lower class in which he/she has served, provided he/she is qualified and passed all required District exams.
7. Bumping into a lower class shall be considered a voluntary demotion and salary placement shall be at the step which most nearly corresponds to, but does not exceed the employee's current salary placement.
8. In all cases, employees exercising their bumping rights or demoting to a vacant position must possess the skills and be able to perform the duties required of the class into which they bump. Employees who do not meet the qualifications for the classification may bump into a classification in which he/she has previously served and has sufficient seniority to bump, or the employee may apply for vacant positions.
9. No regular employees shall be laid off from any position while employees serving under short-term appointment are retained in positions of the same class unless the regular employee declines such a position. In the event an employee declines a position, it must be done in writing.
10. See Layoff and Re-employment flow chart Exhibit D.

D. Preferential Reemployment Procedures

Any regular employee who must be laid off or reduced in hours per day after exercising all rights guaranteed under this article shall have his/her name placed on a preferential reemployment list by class and in order of seniority regardless of the number of work hours per day, or work days or work months per year of his/her previous assignment. Such employees shall be reemployed in preference to new applicants for a period of thirty-nine (39) months from their layoff date. As vacancies occur, reemployment shall be offered to the employee with the greatest seniority.

The following rules shall apply to all employees whose names have been placed on a preferential reemployment list:

1. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted rights as persons laid off and retain eligibility for reemployment for an additional period of twenty-four (24) months provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.
2. After being placed on a reemployment list, an employee's service in a position which involves a voluntary demotion or reduction of assigned time shall not affect his/her order of seniority on that list.

3. A laid off employee who held permanency at the time of layoff shall be reemployed, in accordance with his/her seniority, with all rights and benefits accorded to him/her at the time of layoff .
4. When a vacancy occurs in a class for which a reemployment list has been established, the most senior employee in the classification on the reemployment list shall be notified by certified mail of the vacancy. An attempt shall be made prior to sending the mail notice to contact the employee by telephone. An employee on the reemployment list shall have five (5) work days following service of the certified notice of reemployment to either accept or reject the offer. If the employee rejects the offer or fails to respond, the employee shall remain on the list. If the employee accepts the initial offer, he/she is to report to work within five (5) work days of service of the notice. If the employee fails to comply with these prescribed limits, such failure shall constitute rejection of the District's offer.
5. Employees are responsible for immediately notifying the District, in writing, of any change of official mailing address and phone number. Any failure to do so which, in turn, causes a failure of notice to the employee shall be the responsibility of the employee, and shall not entitle the employee to additional consideration. Should an employee fail to respond to three (3) attempts to contact them regarding job offers, the district will no longer attempt to contact the employee until the employee initiates contact with Human Resources.

E. Notification of Layoff

The following rules shall apply to notification of layoff:

1. 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 such school year shall be given written notice via certified mail or personal service on or before April 29, informing them of their layoff, effective at the end of such school year. If the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of their layoff.
2. When, as a result of reduction or elimination of service being performed by any department, classified employees who shall be subject to layoff shall be given written notice of layoff not less than sixty (60) days prior to the effective date of their layoff
3. Any employee laid off shall be informed of his/her bumping rights and reemployment rights under this Article.
4. Employees who have bumping rights must provide written notification of their intention to exercise their rights to the District within five (5) working days after notification of their options or they will forfeit their bumping rights and be placed on the preferential reemployment list.
5. Written notification of layoff/reemployment shall be forwarded to the Association when notifying any unit member of layoff or reemployment.

F. Definition of Terms Used in This Article

1. Layoff: Separation from a position for lack of funds or lack of work, including any reduction in hours of employment or assignment to a class lower than that in which the

employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.

2. Higher Class: A class at a higher salary range than an employee's present class.
3. Equal Class: A class at the same salary range as an employee's present class.
4. Lower Class: A class at a lower salary range than an employee's present class.

G. Grievance

The parties agree that the grievance process does not require a halt in the layoff or reduction of hours process while the grievance is being processed.

H. Effects of Layoff

"Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee in order to avoid interruption of employment by layoff.

1. Any employee whose hours are reduced as a result of layoff and who is required to work a minimum of thirty (30) minutes per day in excess of the regular assignment for a period of twenty (20) consecutive working days shall receive pro-rated sick leave, vacation, and applicable holiday benefits for all additional hours worked.
2. Employees on layoff shall be afforded the opportunity to request to be placed on the substitute list for any Classified position for which they are qualified. Said employees will be given first consideration for employment as a substitute on an as needed basis as determined by the District.
3. The District shall provide each full-time employee subject to layoff with a total of a maximum of twelve (12) hours, subject to review, paid release time for the purpose of seeking employment or training. Part-time unit members shall be entitled to such prorated released time in the same ratio as his/her regular hours of work per week bear to 40 hours.

Such release time shall be subject to at least twenty-four (24) hours prior notification and shall conform to all other provisions of the article on Leaves of Absence in the Agreement between the Ontario-Montclair School District and California School Employees Association, Chapter #108.

4. Employees laid-off or reduced in hours, at the end of the school year may elect to continue their current level of health and welfare benefits for ninety (90) days beyond the effective date of lay off. Those employees who have been employed by the district for less than one year may elect to continue their current level of health and welfare benefits for thirty (30) days beyond the effective date of layoff.
5. Any increase in health and welfare benefits for members of CSEA, Chapter #108, shall also be afforded to employees who are on layoff and still receiving benefits in accordance with Preferential Reemployment Procedures D.4 above.
6. Work normally and customarily performed on a regular basis exclusively by classified employees would only be contracted out in accordance with Government Code, Education Code, and any other related legal regulation.

7. The District shall notify the Association of its intent to layoff, reduce hours, or reduce work year of a unit member. Such notification shall be in writing prior to placement on the board agenda.
8. The District will not use volunteers to replace classified employees on layoff by performing work customarily performed on a regular basis exclusively by classified employees. However, this section should in no way be construed to impede the services of legitimate school volunteers who are not used to displace regular classified employees. Further, the district will not use layoff as an opportunity to transfer work to other classified employee(s) without the district first evaluating the effected employee(s) workload.

ARTICLE XX **DISCIPLINARY ACTION**

Timely Notification of Performance Issues

Performance issues, which may lead to disciplinary action, should be brought to the employee's attention in writing by the employee's supervisor as soon as practicable, but no later than thirty (30) days after the last occurrence in order to provide the employee the opportunity and assistance to improve his/her performance.

A. Definition

A permanent classified employee may be demoted, suspended or dismissed by the Superintendent or his/her designee for cause as provided in procedures set forth herein. This Article shall not apply to layoffs for lack of work or funds. The term "discipline", for purposes of this article, shall mean a suspension, involuntary demotion or termination (except layoff).

The provisions of this policy shall apply only to permanent employees. At any time prior to the expiration of the probationary period, the Superintendent or designee may dismiss a probationary classified employee from district employment. Probationary employees are subject to disciplinary action without appeal up to and including termination at the sole discretion of the District. Permanent employees that promote to a higher class that do not pass probation in the new classification shall have reversion rights to their former classification.

B. Grounds for Discipline

The grounds for discipline of an employee shall be for cause as determined by the Board, which shall include, but not be limited to the following:

1. Incompetence or inefficiency;
2. Failure to follow directions of a supervisor;
3. Failure to possess required licenses, failure to pass legally mandated tests, failure to meet standard risk insurability requirements, or refusal to take and subscribe any oath or affirmation which is required by law;
4. Negligence in the performance of duty;
5. Negligence in the care and/or use of District property or misuse of District property which places persons or property at risk;
6. Theft of district property, or personal use of district property without written authorization;
7. Insubordination;
8. Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public;

9. Dishonesty, including but not limited to, falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records or any other district records;
10. Appearing for work under the effects of alcohol or drugs, use of alcohol while on duty, or the illegal use or possession of drugs;
11. Conviction of any crime involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction for this purpose;
12. Unauthorized release of confidential information, as defined by law, from official district records;
13. Possession of unauthorized, dangerous and/or deadly weapons on district property;
14. Engaging in political activity during assigned hours of employment;
15. Employee is charged with the commission of or is convicted of any sex offense, as defined in Section 44010 of the Education Code;
16. Absence without leave, unauthorized absence or repeated tardiness or absence;
17. Failure to report for required health or x-ray examination after due notice;
18. Violation of the Education Code, State or Federal laws, or violation of rules and regulations of the District while on duty;
19. Abandonment of position including failure to return to duty upon expiration of any authorized leave of absence or failure to report to work for three (3) or more working days without prior notification and authorization for such absence;
20. Advocacy to overthrow Federal, State or local government by force, violence or other unlawful means;
21. Known membership in the Communist Party;
22. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees, while acting in the capacity of a district employee;
23. Retaliation against any district officer, employee or member of the public who, in good faith, reports, discloses, divulges or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of State or Federal law occurring on the job or directly related thereto.

C. Procedure

1. Notice of Proposed Disciplinary Action to Permanent Employees:

The Superintendent or designee may initiate a disciplinary action as defined herein against a permanent classified employee by filing a written recommendation of disciplinary action.

A member of the bargaining unit who has attained permanency shall receive a written notice of any intent to recommend corrective action. However immediate suspension may be imposed without such written notice whenever the welfare of the schools, or the pupils, or the employees thereof requires immediate action.

Notice to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid and addressed to the last known address of the employee. Notice shall include the following:

- a. A statement of the specific acts and omissions upon which the proposed disciplinary action is based;
- b. A statement of the cause(s) for the proposed disciplinary action pursuant to Education Code 45116;
- c. If it is claimed that the employee has violated a rule or regulation of the district a statement of the rule or regulation;
- d. A statement of the action proposed to the Board;
- e. A statement that the employee has a right to a hearing on such charges if demanded within five (5) work days after the employee receives notice;
- f. A card, or paper, the signing and filing of which with the Board shall constitute a demand for hearing and denial of all charges;
- g. A copy of this policy;
- h. A statement that the employee has a right to be represented by an attorney or other representative at the hearing.

2. Employee's Right to Respond

The employee shall have the right to respond in a timely manner either orally, in writing or both to the proposed charges, before disciplinary action is imposed.

D. Immediate Suspension Without Pay

If the Superintendent or designee determines that a permanent Classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of disciplinary action.

Any employee suspended without pay shall receive notice of the causes and charges as outlined in Section C.1.a no later than five (5) days following the first day of suspension.

E. Appeal Hearing on Suspension, Demotion or Dismissal of Permanent Employee

1. When a timely request for a hearing has been served upon the Board, the Board or its designee shall schedule a hearing.
2. The employee shall be given written notice of the time and place of the hearing and such hearing shall be closed unless the employee submits a written request for a

public hearing. The employee shall be entitled to appear personally, produce evidence and have counsel at his/her expense.

The president of the Board or his/her designee shall preside over the hearing and rule on questions of procedure and evidence. The Board may, at its discretion, elect to have a hearing officer to conduct the hearing in lieu of the Board. The hearing officer shall, within fifteen (15) calendar days after the hearing, submit written findings and a proposed decision which includes accepting, modifying or rejecting the proposed decision to the Board. The hearing officer shall be selected from a mutually agreed upon list.

3. Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. The Board may consider the records of any prior personnel action against the employee, consistent with Education Code 45113.
4. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing and examining other evidence but shall not be sufficient standing by itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.
5. If the hearing is conducted before the Board, it shall prepare written findings and a decision. If the hearing is conducted before a hearing officer, the Board may accept, reject or modify the proposed decision. If the Board modifies, or rejects the proposed decision, the Board may do so after review of the record, including the findings.

F. Policy Application

This policy shall not be construed to diminish the district's authority to take disciplinary action in accordance with the law, including such actions as are authorized by Education Code Sections 44010 and 44011. The procedures provided for herein shall be the sole and exclusive administrative due process available to challenge disciplinary actions and short-term suspensions.

G. Employment Status Pending Appeal or Waiver

Except as provided herein, any employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending his/her appeal or waiver thereof. The employee shall remain available during normal work hours unless they are on approved leave.

H. Time Limit of Suspension

Except for a suspension imposed under Section C1 Procedure, any suspension invoked under these rules against any one (1) person for one (1) or more periods shall not aggregate more than ninety (90) calendar days in any twelve (12) month period.

I. Amended/Supplemental Charges

At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation for new causes or charges of disciplinary action which occur after the original notice of disciplinary notice. The employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

J. Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact, conclusions of law and disciplinary action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the disciplinary action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.

K. Compulsory Dismissal

The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education code 44010 or any controlled substance offense as defined in Education Code 44011. However, the district may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted for charges dismissed except as otherwise provided below, the district may reemploy the employee, although reemployment is not a guarantee (Education Code 45123).

L. Grievance Procedure

The provisions of this Article shall not be subject to the grievance procedure except for claims of procedural violation as established by Article IV.

ARTICLE XXI

EFFECT OF AGREEMENT

A. Entire Agreement: Effect Upon Negotiations

This agreement completes negotiations between the District and the Association for the entire term hereof on all matters relating to wages, hours and all other terms and conditions of employment; it constitutes the entire agreement and understanding between the parties, superseding all previous agreements. During the term thereof, neither the District nor the Association will be required to meet and negotiate except as specifically provided below or Article XXII Duration and Renegotiation, even with regard to matters not covered by this Agreement or which were not within the contemplation of either party at the time they negotiated this Agreement. Provided, that there shall be meeting and negotiating during the term of this Agreement upon the following:

1. Any clause of this Agreement deemed invalid as provided below in the Separability and Savings clause.
2. Any other matter upon which the parties may mutually agree to meet and negotiate.

B. Effect upon Board Rules and Past Practices

The District may determine and revise any of its rules, policies, regulations or procedures; however, in the event of a conflict between the terms of this Agreement and any such rules, policies, regulations or procedures, the terms of this Agreement shall prevail.

The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this Agreement.

C. Separability and Savings

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application for such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. If any such decision or change in law occurs, the parties hereto shall, upon request within ten (10) work days commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE XXII
DURATION AND RENEGOTIATION

- A. Term: This Agreement shall remain in full force through June 30, 2020, or until a new Agreement has been ratified by both parties.

It is agreed that reopeners shall be:

2017-2018 Salaries and Salary Supplement, Fringe Benefits
Two articles for CSEA
Two articles for OMSD

2018-2019 Salaries and Salary Supplement, Fringe Benefits
Two articles for CSEA
Two articles for OMSD

2019-2020 Salaries and Salary Supplement, Fringe Benefits
Two articles for CSEA
Two articles for OMSD

Additional articles may be opened upon mutual agreement.

ARTICLE XXIII
ORGANIZATIONAL SECURITY

A. Provisions

It is the mutual intention of the parties that the provisions of this Article protect the rights of individual unit members without restricting the Association's rights to require every bargaining unit member to pay a share of the cost of collective bargaining activities.

All employees in the bargaining unit who do not maintain membership in good standing in the Association are required to pay service fees to the Association, in amounts that do not exceed the periodic dues of the Association, for the duration of this Agreement.

No unit member shall be obligated to pay dues or service fees to the Association until the first of the month following thirty (30) calendar days after the unit member first comes into the bargaining unit.

B. Dues and Service Fee Deductions

The Association has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District for classified unit members.

The District shall deduct, in accordance with the Association dues and service fee schedule, dues, service fees or, with the Association's approval, payments to charity in lieu of service fees from the wages of all unit members. Nothing contained herein shall prohibit a unit member from paying either dues or service fees directly to the Association.

The District shall, without charge, pay to the Association within fifteen (15) days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of all unit members who request for religious exemption have been approved by the Association pursuant to the Agreement.

Along with each monthly payment to the Association, the District shall without charge, furnish the Association an alphabetical list of all unit members, identifying them by name, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.

The District shall notify the Association Chapter President or designee within ten (10) business days if any member of the bargaining unit revokes dues, service fee, or payment in lieu of service fee deduction authorization.

The District shall deduct and pay to the Association service fees for each bargaining unit member who is not an Association member in good standing and who is obligated to pay such fees, pursuant to this Agreement, unless the Association notifies the District the unit member is paying such fees directly to the Association. A payroll deduction authorization form shall not be required for such deduction

C. Religious Exemption

Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to the Association as a condition of employment. However, such unit member shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following

non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- (1) United Way
- (2) Ability First
- (3) LeRoys' Boys Home

Any unit member claiming this religious exemption must file a written request for exemption with the legal department of CSEA in San Jose for consideration and approval. If the request is granted, the unit member shall, as a condition of continued exemption from the requirement of paying services fees to the Association furnish the Association with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

D. Indemnification/Hold Harmless

The Association agrees to indemnify and hold harmless the District Board of Trustees, individually or collectively, its officers and agents, including reimbursement for all costs, expenses, fees, and judgments and providing an effective legal defense on behalf of the District at the expense of the Association against any and all lawsuits or other legal proceedings, arising out of and in connection with this organizational security article.

ARTICLE XXIV
CLASSIFIED PROFESSIONAL DEVELOPMENT

All members of the collective bargaining unit in good standing in the Association shall be entitled to use the classified staff development provisions as outlined below.

A. Classified Professional Growth Program

The Classified Professional Growth Program entitles bargaining unit members to apply for funds for the purpose of continuing education at an accredited or certified two (2) year college, four year college, university, trade or technical college level with the intent of improved performance in their current classification and preparation for promotion to a higher classification with OMSD. Said funds would be available on a reimbursement basis only, based upon successful completion of the approved coursework.

1. Eligibility

Eligible bargaining unit members are defined as members who are active employees. Bargaining unit members who are on the 39 month rehire list or in unpaid status at the commencement of the coursework are not considered to be eligible. Bargaining unit members who take short term medical leave or extended sick leave may be eligible for reimbursement. To be eligible, they must notify the fund supervisor of their leave status and it must be determined that the medical restrictions of the unit member will not prohibit the person from completing the coursework that began prior to the start of the leave or coursework started during the period of the leave. Bargaining unit members who resign or are terminated prior to the completion of coursework will be subject to review to determine whether the coursework will be eligible for payment.

2. Purpose

Members may apply for Classified Professional Growth Program Funds for the following purposes:

- a. To begin or complete a degree or certificate program relating to their current or potential position within OMSD.
- b. To complete coursework relating to a specific skill or requirement needed in fulfillment of their current position.

3. Funding

Funding for the Classified Professional Development Program is annually allocated from categorical funds. Reimbursement will cycle every two (2) years from the start date of the initial coursework under the program. Reimbursement will be allocated as follows, based on hours worked per day:

- a. 6 to 8 hours per day: \$1,075.00 every two years.
- b. 5 to 5.9 hours per day: \$825.00 every two years.
- c. 4 to 4.9 hours per day: \$675.00 every two years.
- d. 2 to 3.9 hours per day: \$450.00 every two years.

In addition, the classified professional development allotment may be used to augment the classified growth program if the unit member elects not to attend a conference that school year.

In the event that funding is not utilized by the employees from the annual allotment, the funds may be used to supplement reimbursement for coursework at a four (4) year college or university under "B" above.

4. Items eligible for reimbursement

The following items are eligible for reimbursement up to the maximum amounts stated in section A.3:

- a. Tuition and fees relating to the approved coursework
- b. Books
- c. Supplies
- d. Parking

5. Exclusions to reimbursement

The following items are excluded from eligibility for reimbursement:

- a. Salary or sub costs for missed work
- b. Meals
- c. Mileage
- d. Living expenses (e.g. rent or mortgage, utilities, etc)

6. Application Process

The following outlines the process to apply for Classified Professional Growth Program funds. This process must be followed in its entirety in order to be eligible for reimbursement.

- a. A Classified Professional Growth Plan form must be completed by the unit member. All portions of the form must be completed. The form must be signed by both the member and his/her immediate supervisor.
- b. Upon completion of the Classified Professional Growth Plan form, the member must submit the form to Staff Development for approval. This submission must occur and approval must be obtained prior to the starting date of the coursework.
- c. Staff Development will approve or decline the Classified Professional Growth Plan submitted based on the following criteria:
 - 1.) Eligibility of member, as outlined in section A.1
 - 2.) Availability of funds for member, based on the two year replenishment cycle, as outlined in section A.3
 - 3.) Eligibility of coursework as outlined in section A.2

Upon the decision of Staff Development, the member will be notified of the approval or denial of the Growth Plan.

- d. A file shall be set up in the Staff Development Department which will include a Course Summary Log, Growth Plans submitted, communications between the member and Staff Development in regards to the Growth Plan, and any Certificate of Expenses forms relating to the coursework submitted for reimbursement.

- e. New Professional Growth Plan forms must be submitted for any new coursework taken. Any requests for reimbursement made for coursework for which a Professional Growth Plan has not been submitted will not be processed.
- f. If changes to the Professional Growth Plan need to be made, an amendment of the initial plan can be made by communicating with Staff Development no later than the midpoint of the coursework.

7. Reimbursement Process

Upon successful completion of coursework with either a grade “C” or better or “Credit” for credit/non credit coursework, the member may submit for reimbursement up to the amounts listed under section A.3. The process is as follows:

- a. A signed “Certificate of Expenses” form must be completed and signed by the member, listing the expenses related to the approved coursework requiring reimbursement. The form only needs to be signed by the member, not the immediate supervisor.
- b. Grades (official transcripts or unofficial computer printouts from the educator’s website are acceptable) and receipts documenting all expenses to be reimbursed must be submitted with the Certificate of Expenses Form. A receipt may only be submitted one time for reimbursement, regardless as to whether the item is used for more than one growth plan.
- c. Fees, books, supplies submitted for coursework that is dropped or not passed with a grade of “C” or better will not be reimbursed.
- d. Staff Development will process the document for approval. The original documentation will be forwarded to Accounts Payable for processing, and a copy will be retained in the member’s Professional Growth file in the Staff Development Department. The log will be documented to reflect the balance remaining, if any, for future use. A communication will be sent to the member advising the member of the approval/denial of reimbursement and any remaining balance, pending fund availability.
- e. The reimbursement will be processed by Accounts Payable and a pay warrant separate from the regular pay warrant will be processed and forwarded to their current site/department.

B. Supplemental Classified Professional Growth Funds

Supplemental Classified Professional Growth Funds are an additional allotment, when available due to the low volume of usage of Professional Growth Funds, in order to provide additional funding for reimbursement of expenses at an Accredited University Level.

1. Eligibility

Bargaining unit members must be in “paid status” with the district in order to apply for Classified Professional Growth Program funds, and must be in a “paid status” throughout the completion of the approved coursework. Bargaining unit members on leave status would not be eligible to apply for Classified Professional Growth Program funds during the leave period. Upon return from leave, members would be eligible to apply for funding. Members placed on the 39 month list would only be eligible for reimbursement for coursework completed while in a “paid status”.

2. Criteria

The Supplemental Professional Growth Plan may only be used for coursework at Universities and four (4) year colleges. Coursework must be transferable to other four (4) year colleges or universities. Certificate coursework at extension campuses will not be approved for supplemental funding.

3. Funding

The funding will be any unused funds from previous years Classified Professional Growth and Professional Development Allotment, as determined by joint agreement of CSEA representative(s) and Classified Staff Development . If during any year, it is determined that there is no excess funding, the Supplemental Professional Growth funds will not be made available during that year. The Supplemental Professional Growth funds allotment would be reimbursed as follows:

6 to 8 hours per day: \$2,500.00
5 to 5.9 hours per day: \$2,082.50
4 to 4.9 hours per day: \$1,666.50
2 to 3.9 hours per day: \$1,250.00

Pending availability, the Supplemental Professional Growth fund can be applied twice per academic calendar year. When the amount of applicants exceeds the funds available, funds will be issued on a prorated basis.

4. Items Eligible for Reimbursement

The following items are eligible for reimbursement up to the maximum amounts stated in B.3:

- a. Tuition and fees relating to the approved coursework
- b. Books
- c. Supplies
- d. Parking

5. Exclusions to reimbursement

The following items are excluded from eligibility for reimbursement:

- a. Salary or sub costs for missed work
- b. Meals
- c. Mileage
- d. Living expenses (e.g. rent or mortgage, utilities)

6. Application Process

The process to apply for Supplemental Professional Growth Funds will be as follows:

- a. A joint announcement will be made from CSEA and Staff Development informing bargaining unit members that Supplemental Professional Growth Funds are available for the said school term (i.e., fall and spring) The member must show intent to utilize the coursework for the benefit of OMSD by completing the Application for Supplemental Professional Growth Funds (see attached). Proof of enrollment in coursework must be attached.

- b. A statement of support from the immediate supervisor, entered on the application form, will be reviewed for consideration.
- c. The member must submit said documents to Staff Development no later than the posted closing date in order to be included in the application process.
- d. The committee, formed of CSEA members and Staff Development administration, will review the applications and approve such applications as the funding will allow, based on the criteria listed above.
- e. Communication will go out to all applicants, informing them of their status, and if approved for the funding, the process to receive reimbursement.

7. Reimbursement Process

Approved members who completed the University level coursework with a “C” or better, or received “Credit” for the coursework taken will complete the following process for reimbursement:

- a. A signed “Certificate of Expenses” form must be completed and signed by the member, listing the expenses related to the approved coursework requiring reimbursement. The form only needs to be signed by the member, not his/her immediate supervisor.
- b. Grades (official transcripts or unofficial computer prints from the educator’s website is acceptable) and receipts documenting all expenses to be reimbursed must be submitted with the certificate of expenses form. A receipt may only be submitted one time for reimbursement, regardless as to whether the item is used for more than one (1) growth plan.
- c. Fees, books, supplies submitted for coursework that is dropped or not passed will not be reimbursed.
- d. Staff Development will process the document for approval. The original documentation will be forwarded to Accounts Payable for processing, and a copy will be retained in the member’s Supplemental Professional Growth file in Staff Development. The log will be documented to reflect the balance remaining, if any, for future use. A communication will be sent to the member advising the member of the approval/denial of reimbursement.
- e. The reimbursement will be processed by Accounts Payable and a pay warrant separate from the regular pay warrant will be processed and forwarded to their current site/department.

C. Classified Professional Development Program

The purpose of the Classified Professional Development program is to provide funding for bargaining unit members to attend on-site or off-site workshops that promote excellence in the performance of their current classification, or to gain new job training for changes to their classification.

1. Eligibility

Bargaining unit members must be in a “paid status” with the district in order to apply for Classified Professional Development Program funds, and must be in a “paid status”.

Bargaining unit members on leave status would not be eligible to apply for Classified Professional Development Program funds during the leave period. Upon return from leave, members would be eligible to apply for funding. Members placed on the thirty-nine (39) month list would not be eligible to attend conferences that require funding to register.

2. Criteria

Members may elect to use funding to attend off-site conferences, trainings and workshops, or in-house conferences, trainings, and workshops host by OMSD.

3. Funding

From the annual allocation fund and any carryover funds, members are allocated up to \$1,000.00 annually until the funds are depleted to be used to attend conferences, workshops, and trainings related to their current classification. The program is funded through categorical funds previously negotiated between CSEA and OMSD. The allotment is to be used during the academic year, and the per-person allotment does not carry over to the next academic year. Any funds unused are to be used at the discretion of Classified Staff Development for other classified staff development trainings.

4. Items Eligible for Funding

The following items are eligible for funding using Classified Professional Development Funds:

- a. Registration fees for conferences, trainings, or workshops
- b. Parking reimbursement
- c. Mileage reimbursement (as approved in the OMSD administrative regulation)
- d. Meals reimbursement (as approved in the OMSD administrative regulation)
- e. Lodging (as approved in the OMSD administrative regulation)
- f. Salary costs
- g. Substitute costs for missed work

Costs are funded up to \$1,000.00 in the academic year. Costs over and beyond the amount available in the Classified Professional Development Fund will be paid at the member's expense unless approved to be paid by the immediate supervisor.

Note: Personal Membership dues are not eligible for reimbursement.

5. Requesting to Attend Process

Any member wishing to attend a conference, workshop or training must complete the following process:

- a. Fill out a "Request to Attend Conference" form. The form must be approved by the immediate supervisor. A budget number must be placed if the costs associated with the conference, training or workshop exceeds \$1,000.00. The following will need to be submitted to Staff Development along with the Request to Attend Conference Form:
 - 1.) For conferences accepting Purchase orders-a copy of the completed registration form.
- b. Staff Development will approve based on the criteria in section C.1-4, and will complete an online Purchase Order requesting the registration. In the event that

the organization hosting the conference, training or workshop does not accept Purchase Orders, it will be incumbent on the member to self-register to hold a spot while the pay voucher is being created. The member may be required to pay for the registration fee and be reimbursed by Classified Staff Development, up to the limits specified in section C.4.

- c. Staff Development will forward the Purchase Order or the Request for Pay Voucher to Purchasing for processing. The member will receive notification that the request has been approved and forwarded.
- d. It is incumbent on the member to follow up with the organization hosting the conference, meeting or workshop to verify that the registration process has been completed, and to follow up with Staff Development regarding any delay in completion.
- e. In the event that the member will not be able to attend the requested conference, meeting or training, it will be incumbent upon the member to compete and submit to Staff Development a Request to Cancel Conference form in a timely manner. If not submitted, then member may lose the \$1,000.00 Classified Professional Development Fund allotment to cover any costs incurred by the district.

6. Reimbursement Process

Reimbursement for items disclosed in section C.4 will be reimbursed using the following process:

- a. The member submits a completed Certificate of Expenses form, attaching all receipts intended for reimbursement, to Staff Development within thirty (30) days after the attended conference, meeting or training.
- b. Staff Development will approve/deny the submitted form, based on the criteria established in section C.1-4, and will forward as needed to Accounts Payable for Processing.
- c. Staff Development will send communication informing the member of the approval/deny with supporting information.
- d. Accounts Payable will process the form and issue the reimbursement.

See professional growth/development program matrix at Exhibit E.

EXHIBIT A

ALPHABETICAL LISTING OF CLASSIFICATIONS

<u>Classification</u>	<u>Range</u>
Accounting Technician	38
Administrative Assistant	40
Administrative Assistant I	42
Administrative Assistant II	45
Attendance Technician	33
Behavioral Health Lead Office Specialist.....	45
Behavioral Health Office Specialist	40
Behavioral Health Records Assistant	25
Budget Analyst	55
Bus Driver.....	35
Bus Driver Scheduler/Dispatcher	39
Bus Driver/General Maintenance Worker	35
Bus Mechanic.....	46
Buyer	42
Campus Safety Officer	42
Car Driver	31
Carpenter	46
Certified Occupational Therapist Assistant.....	50
Child Development Eligibility Specialist.....	32
Classified Trainer	40
Custodian	32
Data-Media Assistant	37
Delivery Driver (also Food Service)	33
District Student Record Specialist	40
Early Childhood Education Assistant.....	26
Early Childhood Intervention Specialist	50
Electrician.....	46
Environmental Assistant	39
Environmental Technician	44
Executive Assistant	51
Facilities Planning Technician	37
Family Support Partner.....	25
Fiscal Services Specialist.....	52
Fiscal Services Technician	42
Fleet Maintenance Technician.....	45
Food Production Equipment Maintenance Assistant	37
Food Service Assistant I.....	19
Food Service Assistant II.....	21
Food Service Assistant III.....	25
Food Service Meal Application Specialist/Bilingual	40
Food Service Nutrition Specialist.....	52
Food Service Satellite Operator	23
General Tradesman	45
Grounds & Maintenance Worker I	32
Grounds & Maintenance Worker II	34

ALPHABETICAL LISTING OF CLASSIFICATIONS

<u>Classification</u>	<u>Range</u>
Head Custodian I.....	37
Head Custodian II.....	39
Head Start Early Childhood Education Assistant.....	27
Health Services Assistant.....	27
Health Services Assistant-Special Needs.....	29
Health Services Assistant II-Special Needs.....	32
Human Resources Assistant	33
Human Resources Technician	38
Human Resources Technician I	42
HVAC Technician	46
Information Services Data System Specialist.....	52
Information Services Help Desk Technician	45
Information Services Software Support Technician.....	42
Information Services System Support Technician	49
Instructional Assistant	29
Instructional Assistant-Behavior Intervention.....	29
Instructional Assistant-Bilingual Spanish.....	29
Instructional Assistant-Computer.....	29
Instructional Assistant-Learning Needs	29
Instructional Assistant-Special Orthopedic Needs.....	29
Instructional Assistant-Preschool Inclusion	29
Instructional Assistant-Resource Center	29
Insurance/Enrollment Specialist	34
International Baccalaureate (IB) Library Resource Technician.....	49
Intervention Specialist	50
Inventory Control Technician.....	38
Irrigation Technician	44
Lead Bus Mechanic.....	48
Lead Campus Safety Officer	44
Lead Carpenter	48
Lead Custodian	45
Lead Electrician.....	48
Lead Fleet Maintenance Technician.....	47
Lead Food Service Assistant I.....	23
Lead Food Service Assistant II.....	25
Lead Food Service Assistant III.....	27
Lead Grounds & Maintenance Worker	45
Lead HVAC Technician	48
Lead Locksmith	48
Lead Medical Billing Technician	45
Lead Painter.....	48
Lead Plumber/Irrigation	48
Lead Reprographics Technician.....	48
Lead Risk Management Technician	48
Lead Utility Maintenance Worker.....	45
Library Media Assistant	27
Library Media Technician	30

ALPHABETICAL LISTING OF CLASSIFICATIONS

<u>Classification</u>	<u>Range</u>
Locksmith	46
Medical Billing Technician	40
Network Systems Technician	55
Nutrition Services Technology Specialist.....	52
Office Assistant	25
Painter	46
Parent Education Center Specialist	32
Physical Education Assistant.....	26
Plumber	46
Proctor.....	10
Reprographics Technician.....	37
Risk Management Technician.	38
School Administrative Assistant I	40
School Administrative Assistant II	41
School Office Assistant I.....	28
School Office Assistant II.....	29
School/Family Outreach Assistant.....	34
Senior Food Service Assistant	40
Senior Office Assistant	29
Senior Purchasing Assistant.....	37
Senior Translator-Spanish.....	40
Senior Warehouse Worker	40
Special Education-Lifeguard.....	32
Special Needs Program Assistant	29
Speech-Language Pathologist Assistant.....	50
Stationary Engineer-Nutrition Center.....	48
Student Assessment Assistant	27
Student Mentor and Campus Assistant	34
Student Records Assistant	29
Switchboard Operator-Receptionist-Mail Service Assistant.....	29
Technology Equipment Repair Technician	46
Technology Training Assistant	40
Translator-Spanish	33
User Support Technician	40
Utility Maintenance Worker.....	37
Videographer	51
Warehouse Worker	34
Webmaster	45

08/05/2019

EXHIBIT B

LISTING OF CONFIDENTIAL CLASSES

Executive Assistant to Superintendent

Senior Assistant to Superintendent

Executive Assistant to Deputy/Assistant Superintendent

Human Resources Analyst/Classified

Human Resources Analyst/Certificated

Position Control Analyst

Executive Assistant (Confidential)

Ontario-Montclair School District
Classified Hourly Salary Schedule

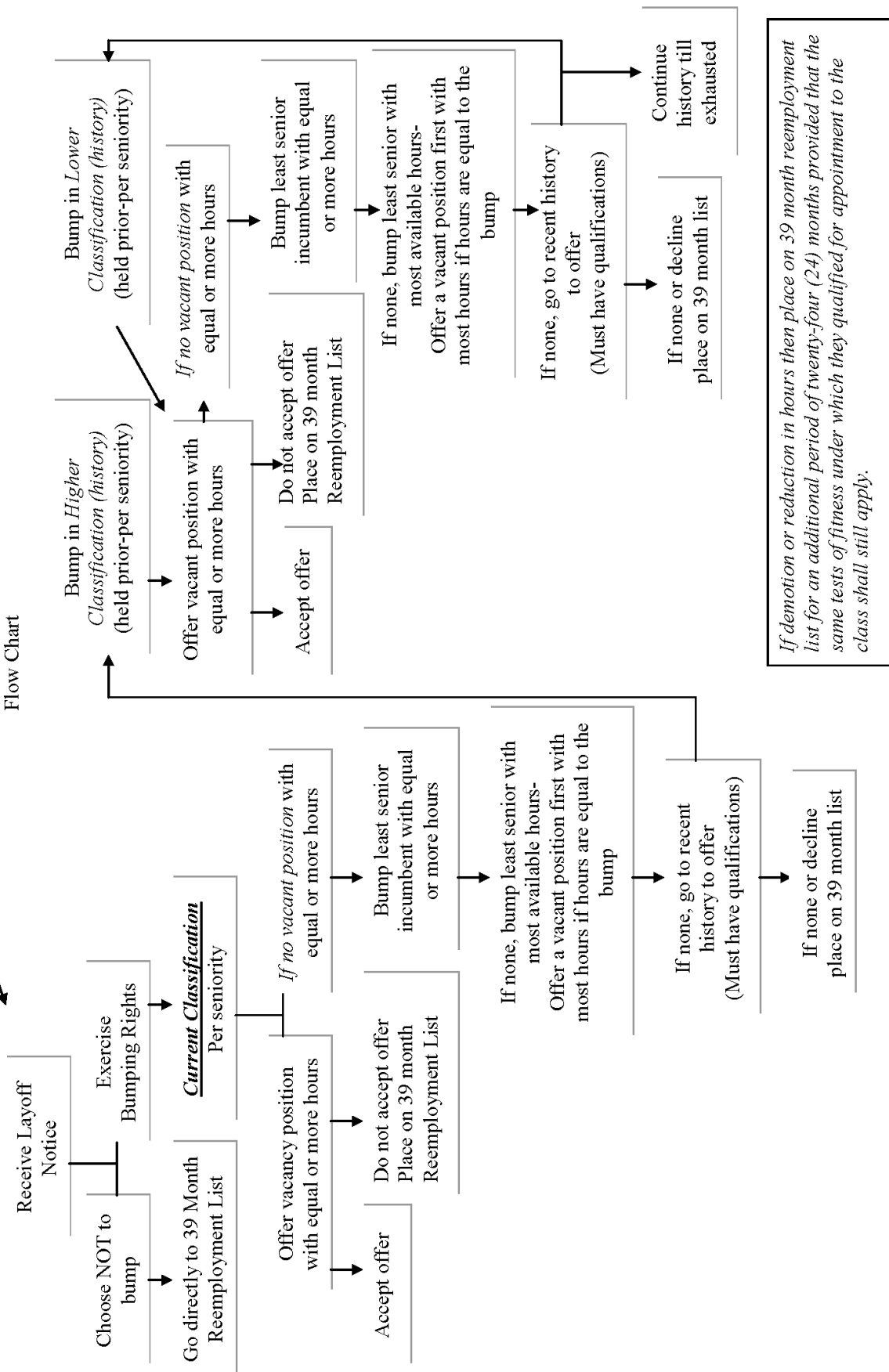
Effective: 7/1/2018

Date of Board Approved Increase: June 13, 2019

Approved Increase: 3.5%

STEP	A	B	C	D	E	E1 8 th Year	E2 11 th Year	E3 16 th Year	E4 21 st Year	E5 26 th Year	STEP
1	9.68	10.13	10.54	11.04	11.53	0.28	0.45	0.61	0.78	0.95	1
2	9.86	10.30	10.81	11.32	11.77	0.28	0.45	0.61	0.78	0.95	2
3	10.13	10.54	11.04	11.53	12.07	0.28	0.45	0.61	0.78	0.95	3
4	10.30	10.81	11.32	11.77	12.32	0.28	0.45	0.61	0.78	0.95	4
5	10.54	11.04	11.53	12.07	12.58	0.28	0.45	0.61	0.78	0.95	5
6	10.81	11.32	11.77	12.32	12.87	0.28	0.45	0.61	0.78	0.95	6
7	11.04	11.53	12.07	12.58	13.13	0.28	0.45	0.61	0.78	0.95	7
8	11.32	11.77	12.32	12.87	13.42	0.28	0.45	0.61	0.78	0.95	8
9	11.53	12.07	12.58	13.13	13.74	0.28	0.45	0.61	0.78	0.95	9
10	11.77	12.32	12.87	13.42	14.07	0.28	0.45	0.61	0.78	0.95	10
11	12.07	12.58	13.13	13.74	14.36	0.28	0.45	0.61	0.78	0.95	11
12	12.32	12.87	13.42	14.07	14.70	0.28	0.45	0.61	0.78	0.95	12
13	12.58	13.13	13.74	14.36	15.01	0.28	0.45	0.61	0.78	0.95	13
14	12.87	13.42	14.07	14.70	15.34	0.28	0.45	0.61	0.78	0.95	14
15	13.13	13.74	14.36	15.01	15.70	0.28	0.45	0.61	0.78	0.95	15
16	13.42	14.07	14.70	15.34	16.07	0.28	0.45	0.61	0.78	0.95	16
17	13.74	14.36	15.01	15.70	16.39	0.28	0.45	0.61	0.78	0.95	17
18	14.07	14.70	15.34	16.07	16.79	0.28	0.45	0.61	0.78	0.95	18
19	14.36	15.01	15.70	16.39	17.13	0.28	0.45	0.61	0.78	0.95	19
20	14.70	15.34	16.07	16.79	17.55	0.28	0.45	0.61	0.78	0.95	20
21	15.01	15.70	16.39	17.13	17.90	0.28	0.45	0.61	0.78	0.95	21
22	15.34	16.07	16.79	17.55	18.32	0.28	0.45	0.61	0.78	0.95	22
23	15.70	16.39	17.13	17.90	18.71	0.28	0.45	0.61	0.78	0.95	23
24	16.07	16.79	17.55	18.32	19.14	0.28	0.45	0.61	0.78	0.95	24
25	16.39	17.13	17.90	18.71	19.56	0.28	0.45	0.61	0.78	0.95	25
26	16.79	17.55	18.32	19.14	20.01	0.28	0.45	0.61	0.78	0.95	26
27	17.13	17.90	18.71	19.56	20.43	0.28	0.45	0.61	0.78	0.95	27
28	17.55	18.32	19.14	20.01	20.88	0.28	0.45	0.61	0.78	0.95	28
29	17.90	18.71	19.56	20.43	21.37	0.28	0.45	0.61	0.78	0.95	29
30	18.32	19.14	20.01	20.88	21.83	0.28	0.45	0.61	0.78	0.95	30
31	18.71	19.56	20.43	21.37	22.31	0.28	0.45	0.61	0.78	0.95	31
32	19.14	20.01	20.88	21.83	22.79	0.28	0.45	0.61	0.78	0.95	32
33	19.56	20.43	21.37	22.31	23.32	0.28	0.45	0.61	0.78	0.95	33
34	20.01	20.88	21.83	22.79	23.84	0.28	0.45	0.61	0.78	0.95	34
35	20.43	21.37	22.31	23.32	24.41	0.28	0.45	0.61	0.78	0.95	35
36	20.88	21.83	22.79	23.84	24.89	0.28	0.45	0.61	0.78	0.95	36
37	21.37	22.31	23.32	24.41	25.46	0.28	0.45	0.61	0.78	0.95	37
38	21.83	22.79	23.84	24.89	26.04	0.28	0.45	0.61	0.78	0.95	38
39	22.31	23.32	24.41	25.46	26.62	0.28	0.45	0.61	0.78	0.95	39
40	22.79	23.84	24.89	26.04	27.19	0.28	0.45	0.61	0.78	0.95	40
41	23.32	24.41	25.46	26.62	27.81	0.28	0.45	0.61	0.78	0.95	41
42	23.84	24.89	26.04	27.19	28.45	0.28	0.45	0.61	0.78	0.95	42
43	24.41	25.46	26.62	27.81	29.06	0.28	0.45	0.61	0.78	0.95	43
44	24.89	26.04	27.19	28.45	29.66	0.28	0.45	0.61	0.78	0.95	44
45	25.46	26.62	27.81	29.06	30.40	0.28	0.45	0.61	0.78	0.95	45
46	26.04	27.19	28.45	29.66	31.03	0.28	0.45	0.61	0.78	0.95	46
47	26.62	27.81	29.06	30.36	31.71	0.28	0.45	0.61	0.78	0.95	47
48	27.19	28.45	29.66	31.03	32.47	0.28	0.45	0.61	0.78	0.95	48
49	27.81	29.06	30.40	31.71	33.14	0.28	0.45	0.61	0.78	0.95	49
50	28.45	29.66	31.03	32.47	33.92	0.28	0.45	0.61	0.78	0.95	50
51	29.06	30.40	31.71	33.14	34.60	0.28	0.45	0.61	0.78	0.95	51
52	29.66	31.03	32.47	33.92	35.44	0.28	0.45	0.61	0.78	0.95	52
53	30.40	31.71	33.14	34.60	36.17	0.28	0.45	0.61	0.78	0.95	53
54	31.03	32.47	33.92	35.44	37.02	0.28	0.45	0.61	0.78	0.95	54
55	31.71	33.14	34.60	36.17	37.82	0.28	0.45	0.61	0.78	0.95	55

**ARTICLE XIX
LAYOFF AND REEMPLOYMENT
Exhibit D
Flow Chart**



OMSD Professional Growth/Development Program Matrix

Exhibit E

Plan	Funding Source	Who is Eligible?	Covered Expenses	Funding Cycles	Total Allotment Per Person Per Funding Cycle (Every two years)	Application Process	Reimbursement
Classified Professional Growth Program (Reimburse)	0409 General Fund	CSEA staff attending 2 or 4 yr college, trade, technical school or adult school upon approval	Tuition, fees Books, Supplies Parking (related to coursework) Not Covered Mileage Meals/Food unrelated items Degree program unrelated to OMSD Submissions for classes already attended without authorization	Every two years from the date of the first plan approval If allotment is used prior to the two year cycling date, no additional funding will be approved unless the employee elects to use the conference funds to supplement. (see Classified Professional Development Program)	>6-8 hours worked per day >5-6 hours worked per day >4-5 hours worked per day <=4 hours worked per day \$450	Classified Professional Growth Plan Form Signatures: Employee & Administrator Submit to: Classified Staff Dev Deadline 2 weeks before classes begin Approval: Jointly between CSEA and Classified Staff Dev Approval Received 1-2 weeks for response note: plan forms received near Thanksgiving, Winter or Spring breaks will be delayed in approvals	Certificate of Expenses Form Signature Employee only Required Docs Grades (c or better or credit) Original Itemized Receipts Submit to: Classified Staff Dev Reimbursement Received 2-4 weeks after Staff Dev submits to Acct. note: Expense forms received after May 30 will process after July 5.
Supplemental Professional Growth Program Reimburse	0409 Gen Fund carry over only	CSEA staff attending 4 year college university only	Tuition, fees Books, Supplies Parking (related to coursework) Not Covered Mileage Meals/Food unrelated items Degree programs unrelated to OMSD	FW (August-Jan starts) SS (Feb-July starts) If allotment is used prior to next cycling date, no additional funding will be approved unless the employee elects to use the conference funds to supplement. (see Classified Professional Development Program)	Allotment per FW or SS 6 month period >6-8 hours worked per day \$2,500 >5-6 hours worked per day \$2,082 >4-5 hours worked per day \$1,666 <=4 hours worked per day \$1,250	Classified Professional Growth (Suppl) Plan Form Signatures: Employee & Administrator Submit to: Classified Staff Dev Deadline 2 weeks before classes begin Approval: Jointly between CSEA and Classified Staff Dev	Certificate of Expenses Form Signature Employee only Required Docs Grades (c or better or credit) Original Itemized Receipts Submit to: Classified Staff Dev See abovefor timelines

OMSD Professional Growth/Development Program Matrix

Exhibit E

Program	Fund	CSEA staff	Conference registration fees Parking, transit or taxi, mileage, and meals*, also may use to supplement Growth Plan	annually as from July 1-June 30 If allotment is used prior to next cycling date, no additional funding will be approved.	\$1000 maximum payout/ reimbursement per employee until funding has been exhausted for the year.	Request to Attend Conference Form Signatures: Employee & Administrator Submit to: Classified Staff Dev Deadline: 15th of the month prior to the month of the conference Approval: Jointly between CSEA and Classified Staff Dev	Certificate of Expenses Form Signature: Employee only Required Docs: Original Itemized Receipts Submit to: Classified Staff Dev within 30 days of conference attendance
Classified Professional Development Conference expense Reimburse			Not Covered conferences already attended w/out authorization				

* for allowable expenses, please refer to the OMSD Conference Policy found on the Purchasing Webpage in My OMSD

ONTARIO-MONTCLAIR SCHOOL DISTRICT

CLASSIFIED PERFORMANCE REVIEW

Employee Name _____	Probationary	Promotion	Permanent
Position _____	3 month <input type="checkbox"/>	3 month <input type="checkbox"/>	Scheduled <input type="checkbox"/>
Work Site _____	7 month <input type="checkbox"/>	5 month <input type="checkbox"/>	Special <input type="checkbox"/>
Supervisor _____	From _____ to _____		

Evaluation for permanent employees conducted every two years. Comments are encouraged and must address each rating of 1, 2 or 4.

Rating Scale: (4) Exceeds Expectations, (3) Meets Expectations, (2) Needs Improvement, (1) Unsatisfactory

Criterion One	ATTENDANCE AND PUNCTUALITY
	1.1 Arrives for and leaves work at the assigned times 1.2 Adheres to breaks and lunch schedule 1.3 Provides absence notification 1.4 Submits absence reports upon the day of return 1.5 Appropriately uses available and permissible leaves
	Rating (Please Check One): 4 ____ 3 ____ 2 ____ 1 ____ If a ranking of 1 or 2: Number of days absent _____ Number of days tardy _____
	Comments/Recommendations:
Criterion Two	INITIATIVE AND FOLLOW THROUGH
	2.1 Demonstrates initiative, self-starting ability 2.2 Demonstrates ability to work without immediate supervision 2.3 Stays with a task until completed 2.4 Ability to originate and develop constructive ideas and actions
	Rating (Please Check One): 4 ____ 3 ____ 2 ____ 1 ____ Comments/Recommendations:
Criterion Three	QUALITY OF WORK
	3.1 Demonstrates accuracy when completing job duties 3.2 Adheres to the assigned work schedule 3.3 Takes pride in work and strives to improve 3.4 Form, files, documents and required paperwork is completed on time with accuracy
	Rating (Please Check One): 4 ____ 3 ____ 2 ____ 1 ____ Comments/Recommendations:
Criterion Four	QUANTITY OF WORK
	4.1 Demonstrates dependability

	4.2 Ability to complete job assignments in a timely manner 4.3 Ability to manage time properly to stay productive in completing assigned duties 4.4 Manages a variety of tasks Rating (Please Check One): 4 ____ 3 ____ 2 ____ 1 ____ Comments/Recommendations:
Criterion Five	JOB KNOWLEDGE AND SKILL
	5.1 Exhibits an understanding of job duties and responsibilities 5.2 Exhibits an understanding of district procedures and policies 5.3 Demonstrates the proper use of equipment and materials 5.4 Demonstrates ability to define problems and develop solutions 5.5 Maintains a safe and orderly environment Rating (Please Check One): 4 ____ 3 ____ 2 ____ 1 ____ Comments/Recommendations:
Criterion Six	WORKING RELATIONSHIPS, COMMUNICATION, AND ATTITUDE
	6.1 Establishes and maintains professional working relationships 6.2 Establishes and maintains professional communication 6.3 Demonstrates flexibility and willingness to adapt 6.4 Demonstrates willingness to work as part of the team 6.5 Demonstrates willingness to accept recommendations for improvement Rating (Please Check One): 4 ____ 3 ____ 2 ____ 1 ____ Comments/Recommendations:

Supervisory Comments/Recommendations

Employee Comments (optional)

It is understood that by signing this evaluation, the employee acknowledges having seen and discussed his report. The employee signature does not necessarily imply agreement with the supervisor's conclusions. The employee has the right to disagree with this evaluation and attach a written response within ten (10) working days that will be placed in the employee's personnel file.

Employee

Date

Supervisor

Date

ONTARIO-MONTCLAIR SCHOOL DISTRICT

CLASSIFIED PERFORMANCE REVIEW

Instructions & Rating Criteria

Instructions

1. Initial assignment of employees, whether newly hired, or promoted, is on a probationary basis. Probationary periods are not less than six (6) work months nor more than one (1) work year. Employees unable to complete probation because of summer recess, etc. will continue on probation when school resumes for the remainder of the designated period of time.
2. The District retains sole responsibility for the evaluation and performance assessment of each classified employee. The person responsible for the completion of this Performance Review will be the employee's immediate supervisor. Input may be provided by another employee in a supervisory role however, additional information must be verifiable.
3. The immediate supervisor shall prepare a formal evaluation for newly hired probationary unit members during their nine (9) month probationary period at the third and seventh months of employment. Unit members who are promoted will have a probationary period of six (6) months in the new classification and will be evaluated during the third and fifth months of their probationary period.

The immediate supervisor completing the Performance Review will hold a conference with the employee and should explain the purpose of the Performance Review procedure, the basis of specific evaluations, and if necessary, indicate where improvements or changes are required of the employee. If the employee's Performance Review is not acceptable by the time the second probationary evaluation report is due, positive steps must be taken by the immediate supervisor to ensure either improved performance or replacement of the employee.

4. Permanent classified employees shall be evaluated at least every two (2) years. Special evaluations in cases of alleged deteriorating work performance shall be made whenever the need may arise, but only after consultation between the employee(s) and their immediate supervisor informing the employee(s) that a special evaluation is necessary.

When the Performance Review shows "Needs Improvement" the deficient area(s) shall be specifically stated and expectations and recommendations for improvement shall be included.

5. Indicate the employee's performance for each individual performance factor by placing a check mark in the appropriate box Rating of (4) Exceeds Expectations, (2) Needs Improvement, and (1) Unsatisfactory must be explained in the "Comments and Specific examples" section. An attachment may be made to the Performance Review for further clarification.
6. An employee may also be evaluated in a separate attachment on other performance factors that are job related.
7. The Performance Review shall be signed by both the immediate supervisor and the employee. One copy shall be retained by the employee, one copy shall be held in the evaluator's file and the original shall be forwarded to Human Resources.
8. The Performance Review will become a part of the employee's permanent file. The employee has the right to review and to respond within ten (10) work days to any adverse comments and have the response attached to the Performance Review and placed in his/her personnel file.

Rating Criteria

1. **Work Habits**
Consider organization of work; ability to work without immediate supervision, *dependability*
2. **Skill**
Consider knowledge of job; procedures; methods; expertness in use of equipment and materials.
3. **Quality of Work**
Consider accuracy; neatness; completeness.
4. **Quantity of Work**
Consider volume of output; extent to which schedules are met.
5. **Attitude**
Consider compliance with rules and instructions; adaptability, flexibility and acceptance of change; willingness to accept suggestions for work improvement; cooperation.
6. **Dependability**
Consider attendance, appropriate use of leaves and punctuality.

<u>Attendance Guidelines</u>	<u>Equivalent Absence Days, (excluding approved leaves)</u>
Exceeds or Meets Expectations:	Uses the number of days/hours earned per year or fewer.
Needs Improvement or Unsatisfactory:	Uses more than the number of days/hours earned per year.
7. **Relationships with Others**
Consider effectiveness in dealing with the public and associates.
8. **Safety**
Consider safety consciousness including the safe use of equipment and materials, and maintaining a safe environment for the public and associates.

	<u>Number of unsafe practice injuries</u>
Exceeds Expectations:	0-1 and Promotes safety
Meets Expectations:	0-1
Needs Improvement:	2
Unsatisfactory:	3 or more, or two consecutive evaluations with a total of 4 or more unsafe practice injuries
9. **Initiative**
Consider self-starting ability; evidence of ability to originate and develop constructive ideas and actions; willingness to complete a job, even when not given specific instructions.
10. **Leadership Skills/Ability** (if applicable)
Consider leadership; soundness of decisions; promptness of action; planning and assigning; training others; disciplinary control.

Ontario-Montclair SD

Administrative Regulation

Community Relations

AR 1312.1(a)

COMPLAINTS CONCERNING DISTRICT EMPLOYEES

The Superintendent or designee shall determine whether a complaint should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures.

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4144/4244/4344 - Complaints)

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:

1. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.
2. If a complainant is unable or unwilling to resolve the complaint directly with the employee, he/she may submit an oral or written complaint to the employee's immediate supervisor or the principal.
3. All complaints related to district personnel other than administrators shall be submitted in writing to the principal or immediate supervisor. If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her to do so. Complaints related to a principal or central office administrator shall be initially filed in writing with the Superintendent or designee. Complaints related to the Superintendent shall be initially filed in writing with the Board.
4. When a written complaint is received, the employee shall be notified within five days or in accordance with collective bargaining agreements.
5. A written complaint shall include:
 - a. The full name of each employee involved
 - b. A brief but specific summary of the complaint and the facts surrounding it
 - c. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter
6. Staff responsible for investigating complaints shall attempt to resolve the complaint to the satisfaction of the parties involved within 60 days.

COMPLAINTS CONCERNING DISTRICT EMPLOYEES (continued)

7. Both the complainant and the employee against whom the complaint was made may appeal a decision by the principal or immediate supervisor to the Superintendent or designee, who shall attempt to resolve the complaint to the satisfaction of the person involved within 60 days. Parties should consider and accept the Superintendent or designee's decision as final. However, the complainant, the employee, or the Superintendent or designee may ask to address the Board regarding the complaint.
8. Before any Board consideration of a complaint, the Superintendent or designee shall submit to the Board a written report concerning the complaint, including but not limited to:
 - a. The full name of each employee involved
 - b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response
 - c. A copy of the signed original complaint
 - d. A summary of the action taken by the Superintendent or designee, together with his/her specific finding that the problem has not been resolved and the reasons
9. The Board may uphold the Superintendent's decision without hearing the complaint.
10. All parties to a complaint may be asked to attend a Board meeting in order to clarify the issue and present all available evidence.
11. A closed session may be held to hear the complaint in accordance with law.
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9323 - Meeting Conduct)
12. The decision of the Board shall be final.

Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law, Board policy and administrative regulation.

(cf. 5141.4 - Child Abuse Reporting Procedures)

Regulation ONTARIO-MONTCLAIR SCHOOL DISTRICT
 Approved: February 5, 2004 Ontario, California