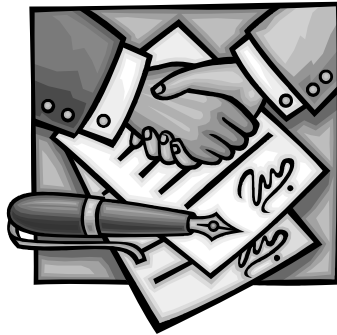


OUSD/CSEA COLLECTIVE BARGAINING AGREEMENT



July 1, 2016

through

June 30, 2019

**Updated
5-10-19**

TABLE OF CONTENTS

ARTICLE 1: <u>RECOGNITION</u>	1
DURATION.....	1
ARTICLE 2: <u>UNION RIGHTS</u>	2
DUES/FAIR SHARE SERVICE FEE ADMINISTRATION.....	2-3
HARMLESS PROVISION	3
USE OF COMMUNICATION SYSTEMS	3
UNION BUSINESS.....	4
LEAVE, UNION	4
NEGOTIATIONS, RELEASE TIME	4
CHAPTER PRESIDENT, RELEASE TIME.....	4-5
ARTICLE 3: <u>DISTRICT RIGHTS</u>	6
MANAGEMENT RIGHTS AND DISTRICT POWERS	6
ARTICLE 4: <u>GRIEVANCE</u>	7
DEFINITION	7
PROCEDURE	7
LEVEL I.....	7
LEVEL II.....	7
LEVEL III.....	7
ARBITRATION.....	7-8
MISCELLANEOUS PROVISIONS.....	8-9
ARTICLE 5: <u>HOURS AND OVERTIME</u>	10
OVERTIME.....	10-11
COMPENSATORY TIME OFF.....	11-12
SPECIAL PROVISIONS.....	12
SUMMER SCHOOL	12
ARTICLE 6: <u>LEAVES</u>	13
PERSONAL ILLNESS AND INJURY LEAVE.....	13
NOTIFICATION/VERIFICATION	13

OUSD/CSEA Collective Agreement 2016-2019 – Table Of Contents

EXTENDED ILLNESS OR INJURY/DISABILITY	13-14
BEREAVEMENT.....	14
CHILD CARE LEAVE	14-15
PERSONAL NECESSITY LEAVE.....	15
COURT SUMMONS LEAVE	15
JURY LEAVE.....	15
INDUSTRIAL ACCIDENT OR INDUSTRIAL ILLNESS.....	16
REGULATIONS	16
RETRAINING AND STUDY LEAVE.....	16-17
DECLARATION OF EMERGENCY LEAVE	17
MISCELLANEOUS LEAVES WITHOUT PAY	17
MILITARY LEAVE	17
CATASTROPHIC SICK/INJURY LEAVE BANK	17
ELIGIBILITY	17
WHEN GRANTED.....	17
DONATIONS.....	18
SICK/INJURY LEAVE BANK APPROVAL COMMITTEE.....	18
MAXIMUM NUMBER OF HOURS USED	18
LIMITS ON NUMBER OF DAYS DONATED	18
ONE USED DAY EQUAL TO THE EMPLOYEE’S REGULAR PAY.....	18
EMPLOYEES ON THIS LEAVE CONSIDERED IN PAID STATUS.....	18
APPROVED AND UNUSED DAYS/HOURS RETURNED TO BANK.....	18
FAMILY CARE AND MEDICAL LEAVE	18
ARTICLE 7: <u>SAFETY CONDITIONS</u>	19
REPORTING PROCEDURE	19
PERSONAL PROPERTY LOSS/REIMBURSEMENT.....	19-20
DRUG AND ALCOHOL USE PROHIBITION	20
PROHIBITED ACTS	20
TESTING	20
REASONABLE SUSPICION	20

OUSD/CSEA Collective Agreement 2016-2019 – Table Of Contents

DISCIPLINE	20
ARTICLE 8: <u>VACATIONS</u>	21
COMPUTATION OF VACATION ALLOWANCE	21
ELIGIBILITY FOR VACATION ALLOWANCE	21
SCHEDULING	21-22
ACCUMULATION OF VACATION BENEFITS	22
EFFECT OF TERMINATION	22
ARTICLE 9: <u>HOLIDAYS</u>	23
LIST OF HOLIDAYS	23
ELIGIBILITY	23
RATE OF COMPENSATION	23
ARTICLE 10: <u>TRANSFERS AND PROMOTIONS</u>	24
DEFINITIONS	24
VOLUNTARY TRANSFERS	24-25
ADMINISTRATIVE TRANSFER	25
MUTUAL EXCHANGE OF POSITION	25
PROMOTIONS	25
ARTICLE 11: <u>EVALUATION</u>	26
PERSONNEL FILES	26-27
ARTICLE 12: <u>COMPENSATION</u>	28
EMPLOYEE CATEGORIES	28
OPTION A	28
OPTION B	28
OPTION C	28
PAYROLL ERRORS	29
WORKING OUT OF CLASSIFICATION	29
REQUIRED TRAINING	29-30
LONGEVITY INCREMENTS	30
SPECIALIZED HEALTH CARE STIPEND	30
HEALTH AND WELFARE	30-32

OUSD/CSEA Collective Agreement 2016-2019 – Table Of Contents

PART-TIME PLAYGROUND POSITIONS	32
TB Unpaid Leave.....	32
ARTICLE 13: <u>TRANSPORTATION</u>	33
ASSIGNMENT OF BUS DRIVERS.....	33
HOURS	33-34
ARTICLE 14: <u>LAYOFF PROCEDURES AND SENIORITY</u>	35
GENERAL PROVISIONS	35
LAYOFF PROCEDURES	35
HIRE DATE SENIORITY-GENERAL GUIDELINES	35-37
NOTICE OF LAYOFF	37
REDUCTION IN HOURS	38
BUMPING	38-39
REEMPLOYMENT AND OTHER RIGHTS	39-40
RETIREMENT AND LAYOFF	40
ARTICLE 15: <u>MISCELLANEOUS PROVISIONS</u>	41
CONCERTED ACTIVITIES.....	41
COMPLETION OF NEGOTIATIONS	41
SAVINGS PROVISION	41-42
WORKLOAD	42
ARTICLE 16: <u>TUITION REIMBURSEMENT</u>	43
INTRODUCTION	43
APPLICATION FOR TUITION REIMBURSEMENT	43
AMOUNT OF REIMBURSEMENT	43
TIME OF REIMBURSEMENT	43
ARTICLE 17: <u>SCHOOL AGE CARE</u>	44
BIDDING PROCEDURES-DAY CAMPS	44
PROCEDURES DURING STAFF DEVELOPMENT DAYS.....	44
JOB POSTING PROCEDURE	44-45
ARTICLE 18: <u>CHARTER SCHOOLS</u>	46

OUSD/CSEA Collective Agreement 2016-2019 – Table Of Contents

EMPLOYER	46
RETIREMENT SYSTEM	46
COLLECTIVE BARGAINING AGREEMENT.....	46
COLLECTIVE BARGAINING	46
RIGHT TO REMAIN AT THE CHARTER SCHOOL.....	46
RETURN TO OUSD.....	46
COMPENSATION, HEALTH AND WELFARE BENEFITS	46
VACATIONS.....	47
SENIORITY.....	47
VACANCIES	47
ADMINISTRATIVE TRANSFERS	47
LAYOFF	47
GRIEVANCES	47
LEAVES	47
SUBCONTRACTING	47-48
CHARTER SCHOOL MODIFICATIONS TO THE OUSD/OUEA AGREEMENT....	48
END OF CHARTER.....	48

<u>APPENDICES</u>	49
APPENDIX A:	CLASSIFIED BARGAINING UNIT JOB TITLE & RANGE50
	A-1. SALARY SCHEDULE OPTION C 51-52
	A-2. SALARY SCHEDULE OPTION B 53-54
	A-3. SALARY SCHEDULE OPTION A 55-56
APPENDIX B:	PERFORMANCE EVALUATION CLASSIFIED PERSONNEL.....57
APPENDIX C:	PERFORMANCE EVALUATION CHILD DEVELOPMENT SERVICES PERSONNEL58
APPENDIX D:	SCHOOL AGE CARE PROGRAM BIDDING ASSIGNMENT FORM59
APPENDIX E:	SICK LEAVE BANK IRREVOCABLE DEPOSIT FORM.....60
APPENDIX F:	CLASSIFIED SICK LEAVE BANK REQUEST FOR WITHDRAWAL61
APPENDIX G:	SAFETY CONDITION REPORT62
APPENDIX H:	TUITION REIMBURSEMENT PROGRAM APPLICATION63
APPENDIX I:	GRIEVANCE FORM.....64

ARTICLE 1: RECOGNITION

- 1.100 The provisions contained herein constitute a binding bilateral agreement by and between the Orange Unified School District, hereinafter referred to as the “District,” and the California School Employees Association and its Orange Chapter #67, hereinafter referred to as the “Union.”
- 1.200 The District Recognizes the Union, pursuant to Government Code Section 3540 et seq., as the exclusive representative for all classified employees, except those occupying positions designed managerial, confidential, or supervisory as defined in Government Code Section 3540.1., and part-time playground positions. When a new classified position is created, or an existing classified position is revised and the question of bargaining unit status arises, the District and the Union shall attempt to jointly determine the issue. In the event the parties are unable to agree, the matter shall be referred to the Public Employment Relations Board (PERB) for resolution.
- 1.300 **Duration**
This Agreement shall take effect on July 1, 2016, and shall continue in effect to and including June 30, 2019, and from year to year thereafter unless modified or renewed by the parties. For year three of the Agreement (2018-2019), the parties agree to commence re-opener negotiations for Article 12 and no more than two (2) additional Articles of each party’s selection by either or both parties serving written notice by March 31st with negotiations commencing in the month of April. Notice of intent by either party to negotiate a successor agreement shall be served upon the other party prior to the date of expiration of this Agreement. The parties will both sunshine proposals and commence successor agreement negotiations at mutually agreed upon times.

ARTICLE 2: UNION RIGHTS

2.100 Dues/Fair Share Service Fee Administration

- 2.110 Pursuant to Educational Employment Relations Act (EERA), Section 3546(a), as amended effective January 1, 2001, all bargaining unit members, except as expressly exempted herein, who do not maintain membership in the Union shall be required as a condition of employment to pay fair share service fees (services fees) to the Union.
- 2.120 The Union shall have the sole and exclusive right to payroll deduction of regular membership dues and service fees.
- 2.130 The District shall deduct monthly regular membership dues from the pay of unit members who are or voluntarily become Union members unless they choose to pay dues directly to the Union. The District shall deduct monthly regular service fees from the pay of unit members, who are not members of the Union and have not chosen to pay such service fees directly to the Union, unless exempted pursuant to Section 2.190 below.
- 2.140 The Union shall furnish the information needed by the District to fulfill the provisions of Section 2.130 and 2.190.
- 2.150 The Union shall be entitled to changes in payroll deductions provided it furnishes the District with the information to effect the change at least thirty (30) days prior to the effective date.
- 2.160 The District shall promptly and regularly remit all dues and service fees collected to the Union with an accompanying alphabetical list of all unit members from whom deductions have been made, showing the amount of each deduction.
- 2.170 Unit members who elect to become Union members shall maintain membership for the term of this Agreement.
- 2.180 The Union shall comply with the relevant regulations of the Public Employment Relations Board (PERB) and the requirements mandated by the U.S. Supreme Court in *Chicago Teachers Union v. Hudson, et al.* (1986), 475 U.S. 292.
- 2.190 Notwithstanding the provisions of EERA, Section 3546(a), any unit member who is a member of a bona fide religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations as defined by EERA, Section 3540.1(d), shall be exempt from the requirement of a service fee as a condition of employment.
 - a) A unit member claiming such religious exemption shall, as a condition of continued employment, furnish the Union with a written statement of objection along with verifiable evidence of membership in the religious body. The Union upon verification of eligibility for exemption shall notify the District with appropriate instructions.
 - b) An exempted unit member shall as an alternative to payment of a service fee, have an amount equivalent to the service fee deducted by the District and remitted to one of the following funds exempt from taxation under Section 501(C)(3), Article 26 of the Internal Revenue Code:
 - 1) Children's Hospital of Orange County
 - 2) American Cancer Society
 - 3) American Heart Association
 - c) The District shall provide monthly verification of such deductions and remittances with information furnished pursuant to Section 2.160 above to the Union.

- d) If a unit member who is exempt on grounds of religious objection requests the Union to use the grievance or arbitration procedure on the employee's behalf, the unit member shall be responsible for paying the reasonable cost of using such procedure.

2.200 Harmless Provision

- 2.210 Union as defined in this Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, which are actually brought against the District or any of its agents, in connection with the Agreement pertaining to representation fees. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.
- 2.220 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Union shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed above in Section 2.1110 shall be comprised, resisted, defended, tried, or appealed.
- 2.230 In determining whether or not such action shall be comprised, resisted, defended, tried or appealed, the District will defer to the Union's interests if the District does not have a distinct and separate legal interest in the matter in dispute.
- 2.240 District shall not be entitled to be reimbursed for any costs for which the Union was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement, when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend, or when the District is defending an activity which is arguable subject to criminal liability on the part of any district administrator.

2.300 Use of Communication Systems

The Union shall have the use of school mail and delivery system, employee mailboxes and school bulletin boards. A union mailbox shall be located at the District Office.

- 2.310 Union communications or materials shall be properly addressed and prepared for delivery. A copy of materials distributed throughout the District shall be forwarded to the Executive Cabinet members and site administrators at the same time such notices are placed in the mail system. Materials distributed shall be clearly identified as a Union publication and shall be presumed to have been authorized by the Union.
- 2.320 Bulletin boards at the appropriate central work locations shall provide reasonable space for identified Union items.
- 2.330 The District shall supply the Union with the list of names, classifications and work locations of unit members as soon as such list is available to the District.
- 2.340 Members of CSEA's Chapter 67 Executive Board shall have the right to communicate with each other and the general membership via District email. Email communications shall identify CSEA Chapter 67 as the subject heading of the communication and may only be sent or responded to during breaks, lunch, before or after work hours. Unit members shall comply with all District policies and regulations pertaining to employee use of technology.

2.400 Union Business

2.410 Union representatives shall have the right to transact Union business on school property provided that the business takes place before scheduled work begins, during scheduled break periods, during lunch break, after work, or at times approved by the appropriate supervisor, provided further such business does not interfere with the instructional process or the regular duties of unit members.

2.420 District recognizes the need and affirms the right of the Union to designate Authorized Representatives from among unit members. It is agreed that the Union in appointing such representatives does so for the purpose of promoting an effective relationship between the District and unit members by helping to settle problems at the lowest level of supervision.

2.500 Union Leave

The Union shall be granted thirty (30) days per year of this Agreement for the purpose of allowing its members to participate in the Union's normal business activities. The Union shall provide written notification normally six (6) days in advance or as reasonably in advance as practical to the Superintendent or designee of the name(s) of the unit member(s) who will utilize said leave prior to the absence. CSEA will designate employees who shall have the right to paid leave for delegates to attend the annual CSEA conference in accordance with the existing CSEA formula therefore. This designation shall be provided to the Human Resources Office thirty (30) calendar days prior to the annual conference. It is understood that delegates who are less than 12-month employees will not be paid during their non-working period of the fiscal year.

2.600 A hire-date seniority roster of all bargaining unit members shall be provided to CSEA by no later than December 1st of each school year, at the end of each fiscal year, and at least two (2) weeks prior to the effective date of any layoff if a layoff occurs at any time other than end of school year. Upon request, the District will provide CSEA with a copy of the most recent hire-date seniority roster that is produced in accordance with the time frames noted above.

2.700 Release Time for Negotiations

The Union shall have the right to receive a reasonable amount of release time for its members to participate in negotiations.

2.800 Release Time for Chapter President (continue March 9, 2004 MOU regarding release time)

2.810 The District shall

2.811 Provide an office space at a District site which includes a District network connection and a telephone line.

2.812 Hire a substitute to work two days a week, 8 hours per day in Chapter President's position so that the Chapter President will receive two days per week of release time to conduct union business. Should the substitute be a current part-time unit member, the substitute shall be compensated at the extra earnings rate for working out of class. If a unit member works the extra hours, the provisions of Hours and Overtime Article 5.300 of the collective bargaining agreement shall be waived such that the substitute shall not retain the increased hours permanently. Instead, at the time that this agreement ends, the substitute shall return to his/her former position at the former hours. Should the hours of

the substitute employee in his/her regular position be less than 4, but the total hours of employment for the substitute position equal 20 or more per week, the provisions for health and welfare benefits under Article 12.400 shall not apply.

2.813 Although directly compensated by the District only three days per week, President shall continue to accrue all benefits, seniority and rights due Chapter President in Chapter President's current position at five days per week.

2.820 CSEA shall

2.821. Reimburse the District for employee costs associated with actual work time used pursuant to Article 2.812 for union business not to exceed two days a week, 8 hours per day, or up to two fifths of all employee costs for Chapter President including salary, retirement, and statutory benefits. District will pay the "District's annual cost," per Article 12.400 for Chapter President's health and welfare benefits. No additional health and welfare benefits will be paid for Chapter President's substitute.

2.822 Complete an OUSD facilities use form for the no-fee use of the office space as designated under Board Policy 1330 "No Charge Use – Group A".

2.823 Insure that the Chapter President conducts union business away from his/her worksite, unless the nature of the business pertains to that site and in his/her judgment requires his/her presence. The Chapter President's union business will not include any activities specified in Education Code Section 7054 pertaining to elections and President's union business will be performed within the geographical boundaries of the Orange Unified School District primarily at his/her District-provided office.

2.824 Insure that CSEA unit members are informed as to the procedures and limitations in conducting business with President.

2.825 Agree to waive those sections of the collective bargaining agreement mentioned above.

2.830 Billing

2.831 The District will bill CSEA Chapter #67 for above-listed costs and Chapter #67 will promptly pay the District within 30 days of receipt of invoice.

2.832 Should Chapter #67 not pay the District within 60 days of receipt of invoice, the District may terminate release time for the Chapter President under this section.

2.900 The Association shall be provided with an opportunity for input regarding new unit member job descriptions and for changes to existing unit member job descriptions prior to implementation.

2.1000 Upon request prior to the closing date of the vacancy announcement, the Union may appoint a unit member to participate as an observer on an interview panel established to fill a bargaining unit position.

2.1110 The District will provide reasonable notice to CSEA of new employees in probationary positions. Such notice shall include the employee name, classification, and department or worksite.

ARTICLE 3: DISTRICT RIGHTS

3.100 Management Rights and District Powers

The District retains all of its powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; ensure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work subject to the provisions of section 15.500 of this agreement and Education Code section 45103.1. The determination as to whether the District has violated the provisions of Education Code section 45103.1 as described herein shall not be subject to the grievance procedure of this agreement. In addition, the Board of Education retains the right to hire, assign, transfer, reassign, assign overtime and workweek, evaluate, promote, terminate and discipline employees.

3.200 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

3.300 The exercise of the discretionary powers reserved to the District by this provision shall not be subject to review by an arbitrator nor subject to the grievance procedure, except that an arbitrator shall have the authority to determine the applicability of this article to any dispute regarding the violation or application of this Agreement.

3.400 The District reserves the right to file a grievance through binding arbitration against CSEA based on violations of Articles 2, 3, and 15. This shall not be considered an exclusive remedy for the District with respect to alleged violations of these articles.

ARTICLE 4: GRIEVANCE

4.100 Definitions

A “grievance” is an allegation by a unit member regarding a violation or misapplication of the specific provisions of this Agreement when such application or violation has adversely affected the unit member. Actions to challenge or change the policies, regulations or other matters outside of this Agreement are not within the scope of this procedure, and review must be taken under separate processes. A “day” is a day in which unit members assigned to the District twelve (12) month classified work calendar are scheduled to work as set forth in this Agreement. The “immediate supervisor” is the lowest level management person having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances.

4.200 Procedure

4.210 Level I

Within twenty-five (25) days of when the grievant knew or reasonably should have known of the act or omission which gave rise to the grievance, the grievant must present such grievance in writing on the grievance form (Appendix I) to the immediate supervisor.

The grievance shall consist of a clear and concise statement of the problem, the specific provision of the Agreement involved, and the specific remedy sought. The supervisor shall communicate a decision, in writing, within ten (10) days after receiving the grievance. Within the above time limit, either party may request and receive a personal conference with the other party.

4.220 Level II

If the grievant is not satisfied with the decision of Level I, within five (5) days after receipt of the Level I response, the grievant may appeal the decision to the next level on the grievance form. The Superintendent or designee shall communicate in writing, a decision within ten (10) days after receipt of the appeal. Within the above limit, either party may request and receive a personal conference with the other party.

4.230 Level III

If not satisfied with the decision at Level II, the grievant or District, within five (5) days of the Level II response, may have the grievance submitted to non-binding conciliation by the State Mediation and Conciliation Service. If neither party chooses the non-binding conciliation option, or the issue is not resolved through conciliation, the grievant may proceed to the next level (arbitration), within five (5) days, by requesting in writing that the Union refer the grievance to arbitration.

4.231 Arbitration

The Union by written notice to the Superintendent or designee within fifteen (15) days of the request for referral to arbitration, may submit a grievance to an arbitrator who shall be selected by mutual agreement. If no agreement can be reached within five (5) days of the notice, the parties shall request from the State Conciliation Service a list of five (5) names of persons experienced in hearing grievances. Each party shall strike a name until only one name remains. The order of strike shall be determined by lot. This shall be accomplished within ten (10) workdays after receipt of the list from the State Conciliation Service. The Union shall contact the State Conciliation Service to arrange for the scheduling of the arbitration.

- 4.232 In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. After hearing, and after both parties have been given the opportunity to make written arguments, the arbitrator shall submit his/her findings and decision to the parties.
- 4.233 The decision and award of the arbitrator shall be final and binding upon the parties. Under no circumstances shall the District be obligated to pay arbitration awards under this contract that exceed a total of \$100,000.00 annually, nor shall such an award be enforceable through any agency proceedings or through a court of law.
- 4.234 The arbitrator will have no power to add to, subtract from, or modify the terms of the Agreement or the written policies, rules, regulations, and procedures of the District; nor shall the arbitrator be empowered to render a decision on issues not before the arbitrator or on facts not supported by the evidence.
- 4.235 The fees and expenses of the arbitrator and each hearing shall be borne equally by the District and the Union. All other expenses shall be borne by the party incurring them.
- 4.236 If any question arises regarding the arbitrability of a grievance, the party raising the question of arbitrability may, upon request, have such question first ruled upon and decided by an arbitrator prior to any other hearing on the merits of the grievance which would thereafter be conducted by a second and different arbitrator. The fees and expense of the separate arbitrator deciding the issue of arbitrability shall be borne by the party which raised the question of arbitrability.

4.300 **Miscellaneous Provisions**

- 4.310 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter with any appropriate member of management, and to have the grievance resolved without intervention or presence of/by the Union provided that the resolution is not inconsistent with the terms of this Agreement, and provided further that prior to any agreement on the resolution, the Union has been given ten (10) days in which to study the issues and to state its views.
- 4.320 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following year, could result in harm to a grievant, the time limits set forth herein may be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.
- 4.325 Failure of a grievant to abide by the time limits specified in this Article shall result in the grievance being deemed abandoned by the grievant and the Association.
- 4.330 If the District management fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled and the grievant cannot thereafter grieve the issue(s) again. The time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits, however, may be extended by mutual agreement.
- 4.340 Every effort will be made by the parties to settle grievances at the lowest possible level.

- 4.350 No reprisals of any kind will be taken by the District against any grievant, any party in interest, or any other participant in the grievance procedure, by reason of such participation.
- 4.360 The grievant and/or the designated representative shall receive time off with pay for the purpose of processing and preparing grievances as set forth above, provided that such time shall not be used for the investigation of any grievance and that time spent in preparing grievances be limited to one (1) hour prior to each level, as specified above and one half (1/2) hour after each level, as specified above. Such release time will be granted within two (2) workdays of the receipt of a written request filed by the Union President with the Superintendent or designee.
- 4.370 A grievance may be filed by the local President of the Union regarding violations of Union rights as specified in this Agreement; and, in addition, may also file grievances on behalf of specifically named unit members who qualify as grievants and who have the same grievance(s) in both facts and issues.

ARTICLE 5: HOURS AND OVERTIME

- 5.100 The regular work week for full-time unit members shall consist of forty (40) hours per week and five (5) consecutive days served in units of eight (8) hours; except in cases where 4/10, 9/80 or 5/36+4 work weeks are established, as provided by the California Education Code.
- 5.200 The length of and the scheduling of the work day for each position shall be established by the District together with the establishment for each classification of a regular minimum number of assigned work hours per day, days per week and months per year.
- 5.210 In the event the District seeks to change the regular starting and ending times of an employee by more than one half hour, the District shall provide the employee with no less than 15 calendar days written notification. If the proposed change would cause a hardship to the employee, he/she may request the President of CSEA and its Chapter #67 to obtain information explaining the reasons for the change.
- 5.220 On a daily basis, unit members shall acknowledge their presence at a work location designated by their supervisor.
- 5.300 Unit members who work less than the regular week and/or day as set forth in Section 5.100 above shall be designated as part-time and shall have hours scheduled appropriately by the District. Any unit member in the bargaining unit who works an authorized minimum of thirty (30) minutes per day in excess of his/her regular approved part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours.
- 5.310 All regular employees will be classified in accordance with the provisions of Section 45101A of the Education Code and will be paid for all authorized or required work time.
- 5.400 No less than thirty (30) minutes non-compensated, uninterrupted and duty free lunch period shall be provided for all unit members who render service of more than six (6) consecutive hours. Such lunch period shall be assigned by the appropriate supervisor and shall be scheduled as soon after the conclusion of four (4) hours of service as is possible.
- 5.500 A fifteen (15) minute paid rest period shall be provided to unit members for each four (4) hour period of service (the rest period shall be assigned within the four hour period of service, except in unusual circumstances).
- 5.600 **Overtime**
- 5.610 Overtime is any time worked in excess of eight (8) hours in any one workday (24 hour period) or in excess of forty (40) hours in any work week.
- 5.611 Such time must be specifically assigned and authorized by the Superintendent or designee.
- 5.612 Specifically excluded from overtime as defined in Section 5.610 are those unit members assigned to a 4/10, 9/80 or 5/36+4 work week, regular part-time employees, or other positions excluded by the Education Code.
- 5.613 The “time worked” shall include, for the purpose of computation, holidays, sick leave, vacation, compensatory time off and other paid leaves.
- 5.620 Overtime shall be compensated at the rate of one and one-half times the regular rate of pay. Such regular rate specifically excludes any premium rate pay. There shall be no pyramiding of overtime pay with other premium rate pay, except as may be specifically provided herein.

- 5.630 Regular part-time unit members shall receive overtime for work required in the sixth and seventh scheduled day, provided the workday is an average of four hours or more. If the regular workday is an average of less than four (4) hours, the unit member will receive overtime only for the seventh day worked.
- 5.640 Unit members who are authorized to work holidays shall receive overtime, as specified in Section 5.620 herein, in addition to the regular pay received for the holiday.
- 5.650 The opportunity for assigned and authorized overtime (as defined in 5.611 above) shall be equitably distributed by management among unit members of an affected classification (as determined by the District) utilizing the following factors:
- (1) Seniority preference of unit members at a work location where the overtime is needed who wish to participate in the affected classification.
 - (2) The rotation of overtime opportunity in the affected classification at the work location.
 - (3) The required skill level which is needed to perform the emergency job in the minimum amount of time.
 - (4) The availability of a unit member in an unplanned emergency situation.
 - (5) The maintenance of continuity and efficiency where the work is part of a project that has been started by another unit member.
- 5.651 If emergency overtime work is rejected by all unit members within a classification at a specific work location, the qualified unit member within the classification with the least seniority shall be required to work overtime.
- 5.652 If non-emergency overtime work as authorized in 5.650 above is rejected by all unit members within a classification at a specific work location, overtime will be assigned by District seniority on a rotation basis to other members of the affected classification.
- 5.653 Substitute and short-term employees shall be utilized by the District in accordance with the Education Code.
- 5.654 Any unit member scheduled in advance to work overtime and who reports to work at the specified time and place, and who finds that the work is canceled with no notice being provided in advance, shall be paid for the actual hours scheduled.
- 5.655 After exhausting the provisions of this Section (5.650 and 5.652), the District will assign overtime work to the most qualified employee available.
- 5.656 A unit member who is absent on the work day immediately before, or on the work day of a day of scheduled overtime due to reasons other than approved vacation or jury duty leave shall be excluded from the overtime assignment. The missed overtime shall not be rescheduled.
- 5.660 **Compensatory Time Off**
- 5.661 Prior to performing an overtime activity the unit member may request to receive compensatory time in lieu of overtime pay. If the request is approved by the appropriate supervisor, the unit member shall be credited with compensatory time at the overtime rate in accordance with Section 5.620 of this article.
- 5.662 When the unit member wishes to use or schedule compensatory time, he/she must submit a request to the appropriate supervisor at least five (5) days in advance. The scheduling process shall reflect a cooperative effort between the unit member and the District to serve the best interest of both parties. If compensatory time has been elected but not taken by the unit member within

eleven (11) months following the pay period within which the overtime was earned, the unit member shall be compensated for the overtime in cash.

5.700 Special Provisions

- 5.710 Any unit member required to work on a day when the unit member has not been scheduled, or any unit member called back to work after completion of a regular work day for that unit member, shall be entitled to a minimum of three (3) hours of compensation at the appropriate rate. The District has the option, at its sole discretion, to offer compensatory time in lieu of pay.
- 5.720 Any regular full-time unit member who is assigned to a regular shift commencing at 2:30 p.m. or after shall be required to work a shift of seven and one-half hours, but shall be compensated for an eight hour period.
- 5.721 Any regular full-time unit member who is assigned to a regular shift commencing at 10:00 p.m. or after shall receive a shift premium of 5% for all hours worked, effective July 1, 2005.
- 5.730 Unit members shall be paid for all time for which the unit member is required by a supervisor to be present at a work site in a standby capacity. Such time shall be compensated at the appropriate rates, as set forth in this Article.
- 5.740 Whenever a unit member is required to be out of the area on District business, that unit member will be paid for actual hours worked. All actual and necessary expenses incurred for an overnight layover will be paid by the District.
- 5.750 Unit members whose work schedule is directly affected by minimum or dark days shall be given the option to work up to and including their regularly assigned number of hours at a work site selected by the District.

5.800 Summer School

- 5.810 Summer school positions shall be flown and first made available to bargaining unit members only. If the number of bargaining unit applicants exceeds the number of openings available, initial selection shall be made on the basis of seniority within class. If one (1) or more qualified bargaining unit member(s) applies, a bargaining unit member(s) shall be appointed to the position. Summer school positions for unit members shall be rotated with no member working a summer school assignment for more than two (2) successive summers. Exceptions to the rotation of summer school positions are to be made if no qualified unit member applicants are available for any position.
- 5.811 During summer school, special education positions may continue as assigned during the regular school session.
- 5.820 Pursuant to California Education Code Section 45102 unit members assigned to summer school shall be deemed to be employed for twelve (12) months during the school year and shall receive, on a pro-rata basis, not less than the compensation and benefits, which are applicable to the classification during the regular academic year. However, unit members assigned to summer school shall not be allowed to schedule vacation during the period of assignment. Up to two (2) days of sick leave may be taken. If the employee is absent in excess of two (2) days, he/she may be replaced by another applicant. The District may require verification in accordance with Section 6.132. Only if the District is unable to fill the position(s) from within the bargaining unit, outside applicants including leadership applicants may be considered.

ARTICLE 6: LEAVES

6.100 Personal Illness and Injury Leave

- 6.110 Unit members shall be entitled to be absent with pay from duty due to personal injury, illness or disability related to pregnancy.
- 6.120 Regular unit members shall be granted one day of paid leave for each month of service or major portion thereof according to their assigned work calendar. Unit members who work part-time shall receive prorated sick leave. Pay for any day of such absence shall be the same as the pay which the unit member would have received had the unit member served during the day of illness.
- 6.121 These days shall be granted and effective on the first work day of each school year, and may be used at any time during the specified work year period, and shall accumulate without limitation.
- 6.122 A unit member may take up to six (6) days or one-half (1/2) of the amount to which he/she is entitled during the first six months of service.

6.130 Notification/Verification

- 6.131 Unit members shall notify their supervisor or designee as far in advance as possible, when they are to be absent for illness/injury. If the absence is to be longer than one (1) day, subsequent notification for each day's absence can be stated at the time of the initial notification. On absences longer than one (1) day, the unit member shall notify his/her supervisor or designee the day before returning so that the substitute, if employed may be released. Upon return from an absence, the unit member shall complete a statement verifying the absence was due to illness/injury. In case of an extended illness/injury, the unit member shall complete an absence affidavit once per month on or before a date established by the District.
- 6.132 The District may require verification of the unit member's illness/injury after an absence of five (5) or more work days through verification by a physician or licensed health advisor chosen by the unit member.

6.140 Extended Illness or Injury/Disability

When the unit member is absent from duty due to illness or injury for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due the unit member for that month in which the absence occurs shall be fifty percent (50%) of the unit member's regular salary.

- 6.141 The above entitlement shall be available only after the accrued sick leave has been exhausted.
- 6.142 The five (5) month period shall commence beginning the thirty-first (31st) workday of illness or injury and if the absence extends into the first day of the new fiscal year (July 1st to June 30th) this benefit shall be renewed. In the event a unit member exhausts accrued sick leave prior to the thirty-first (31st) work day, the five month period shall commence on the first work day following the exhaustion of the accrued sick leave.
- 6.143 Any unit member may utilize the above listed leave for purpose of a disability related to pregnancy, miscarriage, childbirth and the recovery there from. The length of such leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician; provided that such verification assures the District that such leave is for disability and is not just for

purposes of child care or any purposes other than pregnancy related disability. Such pregnancy disability leave, with pay, shall be granted and administered in the same manner as any other temporary disability for illness or injury.

- 6.144 During long term leaves of absence which result in the exhaustion of all compensation, the District may fill those positions deemed to be necessary for its efficient operation. Employees returning to work after a long term medical leave shall be employed according to all applicable sections of the Education Code. In matters of long term personal leave, the District will make every effort to reinstate the employee in a like position provided current staffing patterns permit.
- 6.145 When all available leaves of absence paid or unpaid have been exhausted and if the unit member is not medically able to assume the duties of the person's position, the person shall be placed on the reemployment list for a period of thirty-nine (39) months.
- 6.146 Unit members, who have completed 5 years of service in the District, shall receive District provided health, dental and life insurance benefits for a period not to exceed 6 months, provided the unit member is medically unable to return to work and the District may require verification of medical disability by a District physician at District expense. The 6 month benefit period cannot be extended or renewed, and shall not extend the placement on the 39 month re-employment list.

6.200 **Bereavement**

- 6.210 Unit members shall be entitled to paid leave for purposes of bereavement due to the death of any member of the immediate family.
- 6.220 Unit members are allowed up to three (3) days of paid leave, in addition to any other leaves; and five (5) days, if travel over 350 miles is required.
- 6.230 Immediate family means: mother, father, grandchild, grandmother, or grandfather of the unit member or the spouse of the unit member; the spouse of the unit member, the son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, stepchild, stepparent, or sister of the unit member; sister-in-law or any relative living in the immediate household of the unit member.
- 6.240 The unit member shall notify the supervisor as soon as possible when bereavement leave is necessary and shall advise the supervisor of the estimated return to work date. The unit member shall provide reasonable verification of the need for bereavement leave upon request.

6.300 **Child Care Leave**

- 6.310 Unit members of either gender may be eligible for leave for the purpose of preparing for or the caring for a newly born or newly adopted child/children pursuant to this Section. Additional leave may be available pursuant to Section 6.1000. If leave is taken under section 6.1200, such leave shall run concurrently.
- 6.320 Up to three (3) months of leave, without pay, shall be granted upon request, to unit members of either gender to prepare and care for a newly-born or newly-adopted child; provided that such leave request is made at least fifteen (15) work days prior to the requested beginning date, and provided further that such commencement date coincides with the best interests of the District. The unit member shall return to the same classification or voluntarily request a lower classification in the same class series.

- 6.330 Unit members taking leave under Section 6.300 also may be eligible for medical leave pursuant to Section 6.146. If leave is taken under Section 6.146, which also qualifies as medical leave under Section 6.300, such leave shall run concurrently.

6.400 Personal Necessity Leave

- 6.410 Unit members may use illness or injury leave at their election for cases of personal necessity.
- 6.420 Unit members may use up to seven (7) days of accumulated illness/injury leave each year for personal necessity for matters which cannot reasonably be taken care of during non-duty hours. Two (2) of the seven (7) days may be used for any matters of compelling personal importance.
- 6.430 Unit members shall not be required to secure advance permission for leave taken for any of the following: death or serious illness of a member of the immediate family; accident involving the unit member's person or property, or the person or property of the unit member's immediate family (as defined in Section 6.230); appearance in court as a litigant, or as a witness not under an official order.
- 6.431 A unit member must secure advance permission for all items not covered above, and shall notify the immediate supervisor two (2) days before taking this leave, unless an emergency exists which prohibits the unit member from providing such advance notice.
- 6.432 Unit members shall complete the District's absence affidavit which shall verify that the unit member's use of leave was for personal necessity as defined in Section 6.420 or for the compelling personal importance, and that such leave has not been used for recreational purposes, extension of holidays or vacation, or for matters of purely personal convenience.

6.500 Court Summons Leave

- 6.510 Unit members shall be granted a leave with pay, if called, in a manner prescribed by law, to serve as a witness in Court other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought through the connivance or misconduct of the unit member.
- 6.520 The unit member shall notify his/her supervisor as soon as possible after being officially summoned and shall also notify his/her supervisor on the day of completion of the court summons leave. The unit member shall receive the regular salary and shall sign over to the District any fees received, except for travel, meals, or parking allowance.

6.600 Jury Leave

- 6.610 Unit members shall be granted a leave of absence to serve as a juror, if called in a manner prescribed by law.
- 6.620 The unit member shall notify his/her supervisor as soon as possible after receiving the official notice of jury service and shall also notify the supervisor on the day of completion of jury duty.
- 6.630 The unit member shall receive regular salary and shall sign over to the District any jury fees or witness fees.
- 6.640 The unit member shall retain any travel, meal, or parking allowance paid by the Court.

6.700 Industrial Accident or Industrial Illness

6.710 Unit members shall be entitled to industrial accident or industrial illness leave provided the claim qualifies under the state worker's compensation provisions.

6.720 Regulations

6.721 Unit members shall be entitled to sixty (60) working days in any one fiscal year for the same industrial accident or industrial illness.

6.722 Leave shall not accumulate from year to year, and will commence on the first day of absence.

6.723 Industrial accident leave shall be reduced by one (1) day for each day of authorized absence, regardless of compensation award made under worker's compensation.

6.724 If the leave occurs at a time when the sixty (60) days overlap into another fiscal year, the unit member shall be entitled to carry over to the next fiscal year only the amount remaining at the end of the fiscal year in which the injury occurred for the same illness or injury.

6.725 Payment for wages lost on any day shall not, when added to an award granted the unit member under worker's compensation laws, exceed the normal wage of the unit member. During industrial accident/illness leave the unit member shall endorse to the District the temporary disability indemnity check received from worker's compensation because of the accident or illness. The District shall in turn issue for the unit member the appropriate salary warrants for payment of the unit member's salary and shall make all normal retirement and authorized contributions and deductions.

6.726 When all available leaves of absence, paid or unpaid have been exhausted and if the unit member is not medically able to assume the duties of the person's position, the person shall be placed on a reemployment list for a period of thirty-nine (39) months.

6.800 Retraining and Study Leave

6.810 Unit members may be granted a leave, not to exceed one year, for study or training to meet technological and other changes which might otherwise displace a unit member who has rendered satisfactory service to the District.

6.820 No leave for study purposes shall be granted to any unit member who has not rendered service to the District for at least seven (7) consecutive years, or for retraining purposes, who has not rendered service to the District for at least three (3) consecutive years preceding the granting of the laws.

6.830 No more than one such leave of absence shall be granted in each of the above-specified periods.

6.840 The unit member shall receive such compensation during the period of the leave as the District and the unit member may agree upon, in writing. Compensation shall not be less than the difference between the salary of a substitute employee and the unit member's regular salary.

6.850 When approved by the District, a regular unit member employed five (5) or more hours per day may be granted up to three (3) hours of paid leave per week to attend classes that would assist the unit member with current job assignments. Requests must specify the duration of the class in addition to the subject matter and the agency conducting the class.

6.900 Declaration of Emergency Leave

Unit members shall be provided leave, with pay, when ordered by a proper governmental authority through a declaration of emergency that the unit member is to remain at home, stay off the streets or highways, or to evacuate the unit member's home. Unit members shall notify the District as soon as possible when this leave is required and shall provide a copy of the official order upon request.

6.1000 Miscellaneous Leaves Without Pay

Except as provided otherwise, leaves without pay or any other benefits or elements of employment status may be granted unit members in accordance with the provisions of this Section. Unit members may purchase through the District Payroll Office the same health, vision and dental benefits at the same rate afforded active unit members.

6.1010 Unit members may be granted unpaid leave of absence for up to one (1) year in length for personal reasons provided the unit member has not had unpaid leave totaling sixty (60) days or more within the previous three (3) years. Leave requests must be submitted to the Superintendent or designee for approval or denial.

6.1020 Unit members who request leave under this section shall notify their supervisor at least ten (10) days prior to the commencement of the requested leave. Such leave, when granted, shall also specify when the employee is to return to work.

6.1100 Military Leave

A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. If a unit member is covered by District health insurance prior to military leave, his/her dependent(s) shall continue to be covered during his/her military service until or unless covered by military benefits.

6.1200 Catastrophic Sick/Injury Leave Bank

The Orange Unified School District shall maintain a Catastrophic Sick Leave Bank. All unit members may donate earned and unused sick leave hours and/or earned and unused vacation hours. This donation shall be irrevocable, and shall be accomplished by the employee filing a "Sick Leave Bank Irrevocable Deposit Form" (Appendix E). The form shall clearly state that the sick leave hours and/or vacation hours being donated are irrevocably given to the Sick Leave Bank, and cannot be rescinded for any reason whatsoever. A donation to the Sick Leave Bank shall be a general donation, and shall not be donated to a specific employee for his/her exclusive use.

6.1210 Eligibility

The use of this sick leave bank shall only be available to those employees who have made a donation to the bank.

6.1220 When Granted

Employees who suffer a catastrophic illness/injury as certified by attending physician which results in the employee using all available paid leaves, including regular sick leave, extended sick leave, vacation, compensatory time off, and available industrial accident and illness leave, shall become eligible to use this catastrophic leave bank, subject to the restrictions and conditions outlined in this section.

6.1230 **Donations**

The solicitation of sick leave bank donations shall be submitted to the District annually only during the month of May, unless the Sick Leave Bank reaches the minimum of 500 hours in which case the parties may mutually agree to another donation period.

6.1240 **Sick/Injury Leave Bank Approval Committee**

All bargaining unit members wishing to use this sick/injury leave bank shall submit a "Sick Leave Bank Request for Withdrawal Form" (Appendix F). This form shall be submitted to the Payroll Office. The request shall state the maximum number of days being requested by the employee. The sick leave bank committee shall consist of the president of CSEA Chapter #67, one eligible unit member and two representatives from the District. The committee shall consider the request of the employee. Approval of any request shall require a majority vote of the committee members. In the event there is not a majority vote of the committee members to approve/disapprove a request, the final decision shall be made by the Superintendent upon review of the dispute. The Superintendent may elect to meet with the committee prior to making a decision. This process and decision of the committee and/or the Superintendent shall not be subject to the grievance procedure.

6.1241 **Maximum Number of Hours Used**

The maximum number of hours per one request shall not exceed the applicant's work hours in a six (6) month work calendar. If more hours are needed, the employee may reapply.

6.1242 **Limits on Number of Days Donated**

An employee may not donate more than 50% in excess of ten (10) days of earned sick leave. A less than twelve (12) month employee may not donate vacation days if such donation would result in an unpaid period of time during the winter or spring recess periods.

6.1250 **One Used Day Equal to the Employee's Regular Pay**

If an employee uses a day from the sick leave bank, pay for that day shall be the same pay the employee would have received had the employee worked that day.

6.1260 **Employees on this Leave Considered in Paid Status**

Employees who are granted use of sick leave bank days shall be considered in regular paid status during such use.

6.1270 **Approved and Unused Days/Hours Returned to Bank**

Any days/hours approved by the committee that are unused by the unit member shall be returned to the Catastrophic Sick/Injury Leave Bank.

6.1300 **Family Care and Medical Leave**

Unit members shall be entitled to all benefits available pursuant to the federal and state Family Care and Medical Leave Acts and District Board Policy 4261.8 and Administrative Regulation 4261.8(a) (f).

ARTICLE 7: SAFETY CONDITIONS

7.100 Unit members shall be responsible for submitting on the appropriate district form (Appendix G) a written report to the immediate supervisor regarding any unsafe, hazardous, unhealthy or potentially dangerous working conditions. If such a report is properly registered with and verified by the supervisor, the unit member will not be required to perform duties in a working area which would be reasonably determined to be hazardous to the health and safety of the unit member. The District will maintain an adequate first aid capability to take care of its employees in case of accident or illness.

7.200 Reporting Procedure

7.210 District management will investigate all reports made on the appropriate District form, and will provide a written response to such report normally within five (5) working days from the time of receipt of the report.

7.220 If not satisfied with the written response of the immediate supervisor, the unit member may appeal the alleged safety problem to the Superintendent or designee. The Superintendent or designee will provide a written response within ten (10) working days after receipt of the report.

7.230 After the procedure in Section 7.210 and 7.220 has been exhausted, the unit member has the right to exercise the Grievance Procedure as outlined in Article 4.

7.240 No unit member shall in any way be discriminated against as a result of reporting any condition.

7.300 Required reasonable safety equipment, necessary for the performance of a unit member's duties or to ensure the safety of the employee or others, will be furnished by the District. Requests for safety equipment not provided should be made to the unit member's immediate supervisor. Purchase authorization shall be at the discretion of the supervisor and/or work site administrator. The employee has the right to appeal the decision to the Superintendent or designee.

7.400 Personal Property Loss/Reimbursement

7.410 Provided the loss is in excess of thirty dollars (\$30.00), the District shall reimburse the unit member in the amount of the replacement value, up to four hundred and fifty dollars (\$450.00) for any theft, damage, or destruction of personal property of the unit member while on duty in the school, on the school premises, or on a school-sponsored activity. If the loss is in excess of thirty dollars (\$30.00) the District shall reimburse unit members the amount of their deductible up to a maximum of seven hundred and fifty (\$750.00) for any damage to the unit member's vehicle while on duty in the school, on the school premises, or on a school-sponsored activity. A unit member may petition the District for reimbursement beyond the stated limit and the Superintendent or designee will review each request and exercise his/her discretion in each case. No reimbursement will be made if the loss or damage was due to the negligence of the unit member.

7.420 For the intent of this Section, "personal property" is defined as eyeglasses, hearing aids, dentures, watches, or articles of clothing, or a vehicle which is damaged while legally parked on or adjacent to District property during normal working hours or when used in specific assignments made by the immediate supervisor. Other property damage will be reimbursed only if it is equipment used for educational purposes, and/or prior to such use, the immediate supervisor provides written approval, and in addition, the equipment

is registered with the immediate supervisor. Such registration shall consist of recordation of the following information: A description of the equipment, including any serial or model number, manufacturer name and brand; and agreed-upon replacement value; and the length of time such equipment will be allowed at the work site and covered by the reimbursement provision.

7.430 A unit member filing a claim pursuant to this Section shall file said claim on the District-prepared claim form no later than five (5) working days following the damage or loss of the property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and serial numbers of damaged or stolen property.

7.440 In case of theft, a police report of the incident shall be made prior to consideration of any reimbursement.

7.450 In the event unit members are reimbursed pursuant to this Section, the District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged or stolen property. The District may file and prosecute an action to enforce its subrogation right in the small claims court if the amount of the claim is within the court monetary jurisdiction or may enforce its subrogation right in any other court of competent jurisdiction.

7.500 **Drug and Alcohol Use Prohibition**

7.510 **Prohibited Acts**

Unit members shall not be under the influence of or in possession of alcohol or illegal drugs while on District property, at work locations, or while on duty or subject to be called to duty.

7.520 **Testing**

While on duty, if there is a reasonable suspicion to believe that a unit member is under the influence of alcohol or drugs, the unit member shall be required to submit to urine, blood, breath and/or other related tests for evidence of drug and/or alcohol use. The cost of the tests shall be paid by the District.

7.530 **Reasonable Suspicion**

“Reasonable suspicion” is a belief based on objective facts sufficient to lead a reasonably prudent supervisor or manager to suspect that a unit member is under the influence of drugs or alcohol so that the unit member’s ability to perform the functions of the job is impaired or so that the unit member’s ability to perform his/her job safely is reduced.

7.540 **Discipline**

Positive results from initial and confirmatory tests at or above the threshold level as prescribed by law may result in disciplinary action up to and including dismissal. Any employee who refuses to submit to any part of the testing process, when so directed, shall be deemed to have tested positively.

ARTICLE 8: VACATIONS

8.100 Computation of Vacation Allowance

8.110 Regular unit members shall earn one day of paid vacation for every twenty-one (21) days of paid service during their first year of service. Advancement on the schedule below is based on original date of hire in the District amended by any breaks in service. Vacation benefits are awarded at the beginning of consecutive years of District service.

Years of Service	Days of Vacation				
	9 ½ mo.	10 mo.	11 mo.	11 ½ mo	12 mo.
1-5	9.5	10	11	11.5	12
6-7	10.5	11	12	12.5	13
8-9	11.5	12	13	13.5	14
10-11	12.5	13	14	14.5	15
12	13.5	14	15	15.5	16
13	14.5	15	16	16.5	17
14	15.5	16	17	17.5	18
15	16.5	17	18	18.5	19
16-24	17.5	18	19	19.5	20
25	25	25	25	25	25

8.120 If a holiday, as defined in Section 9.110 herein, occurs during the unit member's paid vacation period, such holiday shall not be deducted from the individual's vacation allowance.

8.130 An employee on vacation shall be paid the same compensation including premium rates if applicable, as the employee would receive on a regular workday, excluding overtime.

8.140 A regular unit member shall be granted one day of vacation in the school year in which the unit member used no leave as specified in Section 6.100 and/or Section 6.400 of this Agreement.

8.200 Eligibility for Vacation Allowance

8.210 Except when the District mandatorily schedules vacation periods, vacation benefits may be taken only after being earned.

8.220 Regular part-time unit members shall be entitled to prorated vacation benefits based on the number of regular hours worked, excluding overtime.

8.300 Scheduling

8.310 The appropriate District manager shall approve and schedule vacations for unit members.

8.320 The scheduling process shall reflect a cooperative effort between unit members and the District to serve the best interests of both parties; however, the District reserves the right to schedule vacations in order to meet the needs of the District.

8.325 District supervisors shall not require 12 month unit members to utilize vacation days on days not requested by the unit member subject to the following: 1) In the event a conflict occurs between the scheduling requests of the unit member and the operational needs of the District, the supervisor shall seek an alternate date or dates from the unit member to schedule mutually acceptable vacation days. 2) In the event that agreement cannot be reached between the unit member and the immediate supervisor, the second level supervisor shall make the final decision.

- 8.330 No vacation shall be taken, or paid to unit members until after six months of employment
- 8.335 Unit members terminated prior to completion of their probationary period are not entitled to compensation for accrued vacation credits.
- 8.340 No unit member may use earned vacation benefits without receiving prior approval from the appropriate District supervisor.
- 8.350 Twelve-month unit members may request to take their earned vacation at any time provided that prior approval is obtained, and provided further that the scheduling will not have an adverse impact upon the educational program or the operations of the District.
- 8.360 Unit members on a work schedule of 9-1/2 months, 10 months, 11 months, or 11-1/2 months shall have vacation periods scheduled by the District during the student fall, winter and spring vacation periods.
- 8.370 Hire-date seniority shall be used to resolve conflicts in the scheduling of vacations for unit members working in the same school or department.
- 8.380 Vacation shall be taken in no less than quarter (1/4) hour increments.

8.400 Accumulation of Vacation Benefits

- 8.410 Following the initial probationary period, unit members who continue in the employ of the District accrue up to a maximum of one (1) and one-half (1/2) years of vacation credit.
- 8.420 Vacation may, with the approval of the District, be taken at any time during the school year. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the District.
- 8.430 Unit members on a work schedule of less than twelve (12) months shall be compensated for any unused vacation credits after conclusion of the fiscal year.
- 8.440 Unit member shall be permitted to interrupt or terminate vacation leave in order to begin personal illness leave (Section 6.100) or bereavement leave (Section 6.200). The District may request verification of the unit member's illness by a physician or licensed health advisor. A copy of the death certificate or other means of verification may be requested by the District to verify bereavement leave.
 - 8.441 Extensions to the unit member's vacation pursuant to Section 8.440 must be approved and scheduled by the immediate supervisor.

8.500 Effect of Termination

- 8.510 The termination date of a unit member separating from the classified service shall be the last day worked.
- 8.520 Earned and accumulated vacation credit shall be compensated for at the unit member's regular rate of pay at the time of separation.
- 8.530 A unit member who resigns or is terminated shall receive compensation of up to a maximum of one (1) year's accumulated and unused vacation entitlement.

ARTICLE 9: HOLIDAYS

9.100 List of Holidays

9.110 For the school years under this agreement, unit members shall receive the following paid holidays on the dates mutually agreed to by the District and the Union.

1) New Year's Day, 2) Lincoln Day, 3) Washington Day, 4) Memorial Day, 5) Independence Day, 6) Labor Day, 7) Martin Luther King, Jr. Day (in lieu of Admission Day), 8) Veterans Day, 9) Thanksgiving Day, 10) Friday after Thanksgiving Day, 11) Christmas Eve Day, 12) Christmas Day 13) New Year's Eve Day

9.120 If any of the above-designated holidays are scheduled on a day in lieu of the day on which the holiday might normally fall, the unit members shall be required to work at their normal rate of pay on that day on which the holiday is normally scheduled.

9.130 When a holiday listed above falls on a Sunday, the following Monday shall be deemed to be the holiday observed. When a holiday listed above falls on a Saturday, the preceding Friday shall be deemed to be the holiday observed.

9.200 Eligibility

9.210 Except as otherwise provided in this Article, a unit member must be in "paid status" on the workday immediately preceding or succeeding a holiday to be paid for the holiday.

9.220 Unit members who are not normally assigned duty during the period of December 24 to January 1 shall be paid for the four holidays (December 24, December 25, December 31 and January 1) provided they were in paid status on the last working day of their normal assignment preceding the holiday recess period or the first working day succeeding the holiday recess period.

9.230 Nothing in this Section shall cause any unit member to lose any of the holidays clearly indicated in this Article. When a holiday does not fall within the normal work schedule of the unit member the District shall provide a substitute holiday or like compensation.

9.300 Rate of Compensation

9.310 When a unit member is required to work eight hours or less on a holiday, that unit member shall be entitled to the pay received for the holiday plus pay at a rate of time and one-half the regular rate of pay as set forth in Section 5.620; or, as an alternative, may be eligible for compensatory time off as set forth in Section 5.660.

9.311 When a unit member is required to work more than eight hours on a holiday, the overtime pay shall be in accordance with Section 5.620 of this Agreement.

9.320 The District may assign unit members to work on holidays provided such assignment is in the best interest of the District.

ARTICLE 10: TRANSFERS AND PROMOTIONS

10.100 Definitions

- 10.110 A transfer is a change of work location within the same classification.
- 10.120 A promotion is a change in the assignment of a unit member from a position in one class to a vacant position in another class with a higher maximum salary.
- 10.130 A lateral transfer is a change in the assignment of a unit member from a position in one class to a vacant position in another class with an equivalent maximum salary.
- 10.140 A voluntary demotion is a change in the assignment of a unit member from a position in one class to a vacant position in another class with a lower maximum salary.

10.200 Voluntary Transfers

- 10.210 Unit members with permanent status in the District may request a voluntary transfer within their classification to a different work location by responding in writing to a job posting.
- 10.220 Probationary employees will not be eligible for voluntary transfers except in unusual circumstances.
- 10.230 The selection for voluntary transfer shall rest with the discretion of District management, provided that the selection is based upon the individual qualifications of the applicants, the best interests of the District, and affirmative action requirements. In the event the District determines that the above considerations apply equally to two or more applicants applying for the same vacant position, seniority shall be determinative.

10.300 Lateral Transfers and Voluntary Demotions

- 10.310 A unit member with permanent status in the District may apply for a position outside the unit member's classification (i.e. lateral transfer or voluntary demotion) if the unit member meets the minimum qualifications of the posted vacancy.

10.400 All unit members who are qualified under the Sections 10.200 and 10.300 of this Agreement shall be considered. Unit members shall be given first consideration for bargaining unit vacancies. The personnel office shall certify in writing the qualifications of each bargaining unit applicant and notify each applicant of their standing. If a unit member who applied pursuant to Sections 10.200 and 10.300 is not selected for the position, he/she may request the CSEA Chapter 67 President to obtain information explaining the reasons for not being selected, or the affected unit member may ask the District directly for such information. The District shall, upon request by the President of Chapter 67 or the affected unit member, discuss the selection process with the Chapter 67 President or affected unit member making the request.

- 10.410 A unit member who is selected for a different position shall be moved into that position within a fifteen (15) working day period, or be compensated at a rate appropriate to the new position after a fifteen (15) working day period.
- 10.420 Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his or her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week and months per year.

10.500 All vacancies occurring within the bargaining unit shall be posted on the District website for a minimum of seven workdays.

10.600 The preceding Sections of this Article shall be met before hiring from the outside. The District reserves the right to recruit and hire the best-qualified individual for any position.

10.700 **Administrative Transfer**

10.710 A unit member may be administratively transferred at any time in the best interests of the District provided that such transfer is not arbitrary, capricious, or discriminatory in nature.

10.720 Unit members transferred under the administrative transfer provision shall receive a written statement containing the basis for the transfer. Unit members may request and shall be granted a meeting with the Superintendent or designee to discuss the proposed transfer. The unit member may have a Union representative present.

10.800 **Mutual Exchange of Position**

A unit member may initiate an exchange of assignment for one school year, providing there is agreement with the involved site and Personnel Administrators and the exchange unit members. If both exchange unit members request to revoke the exchange within seven (7) days of implementation, such requests shall be granted and the unit members returned to their original positions. At the conclusion of the school year, if all parties agree, the exchange of assignment shall become the current assignment of the unit members.

10.1000 **Promotions**

It is the intent of the parties to provide promotional opportunities for bargaining unit employees who have attained permanent status in the District, while furthering the District's mission for the community.

10.1010 When promotional vacancies are available and relevant contractual and statutory obligations have been met, a bargaining unit applicant with permanent status in the District, who has submitted a promotional application, shall be provided the first interview for the position. If a bargaining unit applicant is not selected for the position, he/she may request the President CSEA Chapter 67 to obtain information explaining the reasons for not being selected. The District, shall upon request by the President CSEA Chapter 67, discuss the selection process with the Chapter President.

ARTICLE 11: EVALUATION

- 11.100 All unit members shall be evaluated by an immediate supervisor or a person who is assigned by the Superintendent or designee to conduct an evaluation.
- 11.200 The evaluation and assessment of the performance of unit members shall be made on a continuing basis. All regular permanent unit members shall receive evaluations at least every other school year. Regular permanent unit members who receive any marks of “needs improvement” or “unsatisfactory” shall be evaluated at least annually. Probationary unit members shall be evaluated at least twice.
- 11.300 Unit members shall receive a copy of the evaluation form (Appendix B) which shall be reviewed at the time of the conference. The conference is to be conducted at a time and place which presents an opportunity for dialogue between the employee and the responsible supervisor. Unit members shall sign the evaluation form on the appropriate line indicating their agreement or disagreement with said evaluation.
- 11.400 Unit members shall have the right to attach a statement to the evaluation in response to a negative statement or rating. The evaluation shall be based only upon information gained through direct observation, from personal knowledge, or from any source, which is demonstrable to the evaluatee.
- 11.500 Pursuant to Section 44031 of the California Education Code, information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any derogatory statement his/her own comments thereon.
- 11.600 **Personnel Files**
- 11.610 Unit members shall have the right to examine their personnel file with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the unit member.
- 11.611 Unit members shall have the right to review materials in their personnel files upon request at a mutually established appointment time. Such reviews shall be at a time when the unit member is not actually required to render service to the District.
- 11.612 A unit member may have a Union Representative present when reviewing the personnel file or may authorize, in writing, a Union representative to review the personnel file.
- 11.613 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Except in unusual circumstances, or where a District administrator is not the originator, information of a derogatory nature is to include a date and the name of the responsible administrator. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours.
- 11.614 The District shall keep a log in the personnel file indicating administrators, except for the Superintendent and administrators in Human Resources, who have requested to examine a personnel file as

well as the dates the requests were made. The log shall be available for review by the unit member or authorized Union representative.

11.615 Unit members may request that material(s) which are three (3) years old or more, be removed from the personnel file. Said request shall be reviewed by a Human Resources administrator and may be granted on a case by case basis, to the extent the request is compatible with existing law.

1. Should such a request not be granted, the member may request a meeting with a Human Resources administrator to discuss the request. The member shall have a right to union representation if requested.

ARTICLE 12: COMPENSATION

12.100 For purposes of this Article the term “retiree benefits” means health and welfare benefits to which an eligible employee upon retirement is entitled between the ages of 50 and 65 years. “Lifetime benefits” means health and welfare benefits to which an eligible employee upon retirement is entitled for life commencing at the age of 65 years. Any reference to “65 years” in this Article means age at which Medicare eligibility commences. An “eligible employee” is a unit member, who was hired prior to July 1, 1992, has at least ten (10) years of continued service with the District, and meets all requirements for retirement under PERS. The surviving spouse of a retired eligible Option A or B employee may continue health and welfare coverage provided by the District at his/her own expense for a six (6) month period following the death of the employee.

Employee Categories:

Option A

Employees who upon retirement retain retiree/lifetime health benefits, if eligible, for employee, spouse, qualified disabled dependents as identified by IRS dependent qualifications. District paid benefit coverage provided upon retirement will be the same or equivalent as received immediately prior to retirement.

Option B

Employees who release lifetime benefits and retain retiree benefits, if eligible, for employee, spouse, qualified disabled dependents as identified by IRS dependent qualifications. District paid retiree benefit coverage will be the same or equivalent as received immediately prior to retirement.

Option C

Employees who release retiree and lifetime benefits, if eligible, and employees, who are ineligible for retiree and lifetime benefits. Ineligible employees are employees who work less than four hours per day and employees hired on or after July 1, 1992.

For the term of this Agreement unit members shall be paid in accordance with Appendix A, which is attached, incorporated herein by reference and reflects the bargaining unit salary schedules as amended below.

12.101 The District shall continue its practice of paying the employees’ retirement contribution to the Public Employees Retirement System (this employer-paid contribution for the employee is otherwise known as “EPMC”) until December 1, 2013. After December 1, 2013, the District shall not pay the employees’ retirement contribution to PERS and the member shall be responsible for their full contribution. In order to effect this change, it is agreed that upon the cessation of the District payment of employee contributions the EPMC Option C salary schedules at Appendix A shall be increased by seven percent (7%). Employees who are not members of PERS, who have been paid on a different salary schedule shall be moved to the appropriate salary schedule in Appendix A upon the adjustment of the schedules as provided above. The former “EPMC” and “Non-EPMC” salary schedules shall be eliminated and shall be replaced by the new schedule. See Appendix A.

12.102 All range allocations shall be based upon the Option C Salary Schedule. Option A and Option B Schedule ranges are adjusted accordingly.

Option B: 5% less than Option C salary rates.

Option A: 5% less than Option B salary rates.

12.103 For 2018-19 school year, the classified bargaining unit salary schedules will be increased by 2.5% effective July 1, 2018.

12.104 Unit members receiving a rate of pay (e.g. step on the salary schedule or hourly rate) that falls below the California Minimum Wage rate will receive the current Minimum Wage rate effective the date of the Minimum Wage increase.

12.110 Upon satisfactory evaluation of performance, unit members shall receive an annual step increment, up to the sixth and final step of an assigned range, on the month of the anniversary date of the unit member's employment. If the anniversary date falls within the first fifteen calendar days of the month, the unit member's increment shall be effective the first day of that month; and if the anniversary date falls outside the first fifteen days, the unit member's increment shall be effective the first day of the subsequent month.

12.120 Part-time employees will be paid on a prorated basis in accordance with the practice in existence at the signing of this Agreement.

12.121 **Payroll Errors**

- a) Any payroll error resulting in insufficient payment for a unit member shall be corrected, and a supplemental check issued not later than (5) work days after the error is discovered or the unit provides notice to the Payroll Department.
- b) The Payroll Department will provide notification to the employee of any payroll error resulting in overpayment. The overpayment will be deducted in the same number of paychecks in which the overpayment occurred. In no event shall recovery occur for any excess payments made more than one year prior to the notice of error to the employee. All employees are obligated to report suspected errors to the Payroll Department immediately. Should the employee resign or otherwise leave the employment of the District, the balance shall be deducted from the employee's last payroll warrant.

12.130 **Working Out of Classification**

A unit member shall not be required to perform duties which are not fixed and prescribed by the District for any period of time which exceeds five (5) working days within a 15-calendar-day period.

12.131 A unit member assigned duties not a part of his/her classification for longer than specified in Section 12.130 of this Agreement shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification in a classification with a higher salary range. If a unit member is assigned to work out of his/her classification in a classification with a higher salary range, the unit member's salary shall be adjusted to the step in the higher classification's range, which is at least 5% above his/her regular rate of pay. If there is no step in the higher range, which is at least 5% higher the employee shall be placed at the maximum step of the range.

12.140 **Required Training**

A unit member who is required to attend training sessions which are required in order to continue his/her employment shall receive compensation as follows:

12.141 When the training session occurs during the unit members regularly assigned working hours, the unit member shall receive his/her regular pay.

12.142 When the training session occurs at any time other than the regularly assigned working hours, the unit member shall receive compensatory time in accordance with Section 5.660 of this Agreement.

12.200 **Longevity Increments**

The computation of a longevity increment shall be based upon the salary schedule in effect at the time the unit member receives the annual salary increment. Longevity increments shall be granted as follows:

12.210 Beginning with a unit member's eleventh (11th) year of service, the unit member shall receive an additional two (2%) percent of the unit member's monthly salary range and step.

12.220 Beginning with the unit member's sixteenth (16th) year of service, the unit member shall receive an additional three (3%) percent to make a total of five (5%) percent of the unit member's monthly salary range and step.

12.230 Beginning with the unit member's twenty-first (21st) year of service, the unit member shall receive an additional five (5%) percent to make a total of ten (10%) percent of the unit member's monthly salary range and step.

12.300 **Specialized Health Care Stipend**

The Specialized Health Care Stipend shall be calculated as the following percentages of step 2 range 26 (Non-EPMC) schedule C:

1) Daily: 5%, 2) 2-3 times/week: 3%, 3) On-call: 1 ½%

The Emergency Injections Stipend shall be:

\$200/year, \$100/semester, \$20/month

12.310 When a unit member secures advance authorization from the District to use the unit member's vehicle on approved District business, the unit member shall be reimbursed for such use at the rate currently approved by the Board of Education. An insurance affidavit must be on file in the Business Office prior to authorization being granted for use of a private vehicle for District purposes.

12.400 **Health and Welfare**

1. Regular employees hired on or after January 1, 2015 whose regular approved assignment is six (6) hours or more per day shall be eligible for health and welfare benefits as set forth herein. In this way all employees whose regular approved assignment is 30 or more hours per week shall be eligible for health and welfare benefits.

Employees hired before January 1, 2015, and whose regular approved assignment is four (4) hours or more per day on January 1, 2015 shall continue to be eligible for health and welfare benefits. Employees who were hired before January 1, 2015, and whose regular approved assignment is less than four (4) hours per day on January 1, 2015, and who are promoted to positions with more hours after January 1, 2015 will be required to work six (6) hours or more per day in order to be eligible for health and welfare benefits.

2. All employees eligible for health and welfare benefits shall be provided plans which have been determined by the joint Employees Benefits Committee. The District's maximum annual contributions for eligible active employees enrolled in health insurance plans through CalPERS, effective January 1, 2018, are as follows:

The District will contribute toward the actual cost of health insurance premiums for employee only coverage up to a maximum of \$7,762 per benefit year per eligible employee. Premium costs for plans that exceed the maximum contribution will be paid by an employee selecting such a plan through individual payroll deductions.

The District will contribute toward the actual cost of health insurance premiums for employee plus one dependent coverage up to a maximum of \$15,590 per benefit year per eligible employee. Premium costs for plans that exceed the maximum contribution will be paid by an employee selecting such a plan through individual payroll deductions.

The District will contribute toward the actual cost of health insurance premiums for family coverage up to a maximum of \$19,854 per benefit year per eligible employee. Premium costs for plans that exceed the maximum contribution will be paid by an employee selecting such a plan through individual payroll deductions.

For eligible retirees utilizing the plans above, the District's annual cost shall not exceed the amount stated for the selected plan, less the actual premium cost of life insurance which is not provided for retirees. "Eligible dependents" refers to the legal spouse, domestic partner, or qualified disabled dependent as identified by IRS dependent qualifications, or unmarried child/step child, up to age 26, if declared a dependent on the employee's current tax return.

3. Copies of these plans and the employee contribution rates are available through the District's insurance office and on the District's website.
4. New employees otherwise eligible for benefits will not be covered by health and welfare benefits during the initial thirty (30) days of employment.
5. If measures are required to remain within the above premium contribution limitations, the Joint Employee Benefits Committee will be charged to determine and recommend to the parties additional cost containment measures. If the current level of benefits cannot be offered within the maximum contribution limitations set forth herein, the parties shall immediately meet and address the issue. If the parties cannot reach an agreement on cost reductions for the plans, then employees shall pay the cost of the premium amount above the District contributions provided in paragraphs 2, 3 and 4 above.
6. Effective January 1, 2015, classified employees, who are covered by any health insurance program may choose to forego this benefit during their employment with the District. In the event such employees (who waived their health insurance coverage) incur additional costs to secure coverage in their spouse's insurance plan, the District shall pay \$2,700 per year in tenthsly payments of \$270 in exchange for release of such benefits. Proof of alternative health insurance coverage shall be required on an annual basis by the District from any active employee who chooses to "opt out". Any

employee who opts out of the health insurance program during active employment will be given the option to “opt in” at any time on the giving of reasonable notice if he/she loses eligibility for his/her existing health insurance program due to a change in marital or employment status or other qualifying event.

7. The parties agree that all classified employees shall take whatever steps and actions are necessary to effect any selected changes by completing any and all documentation required by the District and the various health and welfare programs within the designated timelines, including the open enrollment period. CSEA representatives shall cooperate with the District in the transition between the current and agreed upon delivery of health and welfare programs.
8. Classified employees eligible for benefits who fail to sign up for insurance benefits under the District’s health and welfare program during the District’s annual open enrollment period will only be given the opportunity to sign up for insurance after the conclusion of that open enrollment period within 30 days of any qualifying event as defined by CalPERS or during the next scheduled District open enrollment period. Classified employees eligible for and enrolled in a CalPERS insurance plan under the District’s health and welfare program who fail to participate in the District’s annual open enrollment period for the ensuing year would remain in the enrolled plan for the ensuing year subject to the terms and conditions of Article 12 and the District’s agreement with CalPERS.

12.500 Part-time Playground Positions

When a classified employee’s assignment also includes service in a part-time playground position, the employee will be eligible for health and welfare benefits based on the combined number of hours of the two positions.

12.600 TB Unpaid Leave

Effective January 1, 2015, all unit members are required to undergo a tuberculosis risk assessment or tuberculin exam (intradermal tuberculin test or an X-ray of the lungs) at least once every four (4) years or more often if directed by the District. For post employment examinations, unit members may use the agency determined by the District at no cost to the employee for tuberculosis risk assessment (or tuberculin (TB) exams if required), or the unit member/employee may use an agency of the employee’s choice. Any unit member who uses another agency other than the agency determined by the District shall be responsible for the full cost of the tuberculosis risk assessment or TB exam. Unit members shall have the responsibility to ensure that the results of the tuberculosis risk assessment (or TB examination if required) are reported to the District within the District timeline. Unit members who fail to provide the results of the tuberculosis risk assessment or TB examination(s) upon written request to the District within ten (10) days of the expiration date of his/her last tuberculosis risk assessment or TB exam shall be placed on leave without pay until the results of an approved tuberculosis risk assessment or TB exam (if required) is received by the District. Notice to members of upcoming testing requirements shall be made at least 30 calendar days prior to the expiration of the certificate via inter-District mail or e-mail where accessible. Should employees not have access to District e-mail they will be provided a hard copy of the notice.

ARTICLE 13: TRANSPORTATION

13.100 The provisions of Article 13: Transportation shall only apply to unit members assigned to the Transportation Department as Bus Drivers. All other provisions of the Collective Bargaining Agreement also apply to Bus Drivers unless addressed and modified in this Article.

13.110 Assignment of Bus Drivers

- a) School bus stops shall be assigned by the Superintendent or designee.
- b) Approved bus stops will be coordinated into routes by the Transportation Department routing/scheduling staff and those routes shall be assigned to buses by the Transportation Director or designee.
- c) Prior to the beginning of each school year, and summer session, each regular bus driver in active status will have an opportunity to review bus routes and schedules and designate his/her preference of assignment.
- d) Bus/route assignments will be made by the Transportation Director or designee based on the following criteria, which shall not be applied arbitrarily, capriciously or discriminatorily: driver preference, driver qualifications, driver proficiency, care of equipment, safety record and past work performance. If all relevant criteria from the above list are equal, District seniority as a bus driver shall be the determining factor.
- e) The Transportation Director or designee may reassign bus drivers, buses or routes during the year to accommodate pupil loads, scheduling changes, pupil management issues, time factors or safety conditions, if appropriate and necessary. Driver preference and seniority shall be considered to the extent operationally possible.
- f) Drivers may be assigned additional students and/or runs including, but not limited to, Kindergarten runs and therapy runs based upon the criteria listed in Section (d) above plus the determination made by a District router/scheduler that the assignment is efficient in reference to the time and mileage added to the route. Every effort will be made to equalize assigned home to school hours among the regular work force and to avoid overtime. Additionally, students and/or runs may be removed from a driver's schedule, if it puts them into overtime.
- g) Drivers may be temporarily assigned additional runs, due to: absenteeism, accidents, vehicle breakdown or safety conditions, emergencies, etc.

13.200 Hours

13.210 Bus drivers (except Regular Relief and Field/Sport/Activity Trip Drivers) are guaranteed 6 hours per day and required to work those hours. Any additional work available and assigned will increase the number of hours bus drivers affected will be able to work.

13.220 The Transportation Director or designee may employ one or more Relief Driver(s), and/or Field/Sport/Activity Trip Drivers. Such driver(s) is/are a regular district employee(s) with bargaining unit status, familiar with district bus routes, and utilized as floater(s). Relief driver(s) and/or field/sport/activity trip drivers are to be proficient in buses to which they are assigned. The relief driver and/or field/sport/activity trip driver may also be required to perform other duties assigned by the Transportation Director or

designee. The Transportation Director or designee shall make every effort to minimize the need of substitutes.

13.230 Bus drivers shall be compensated for a minimum of two (2) hours for the initial run (commonly referred to as the “take”) and two (2) hours for the return run (commonly referred to as the “return”) when an assignment has a clock-on time of 6:00 PM or later (this could include multiple trips within any assigned two or more hour period). There shall be no compensation for standby time unless assigned as a paid “remain.”

13.240 Bus drivers shall be compensated for a minimum of four (4) hours for the initial run (commonly referred to as the “take”) and four (4) hours for the return run (commonly referred to as the “return”) for “Grad Night” assignments with destinations more than 40 miles from the originating school. Bus drivers assigned to a Grad Night run may use available personal necessity leave in lieu of accepting an A.M. route or performing related duties on the following morning.

13.300 Safety and Training

13.310 The District may provide in-service trainings in order to ensure that drivers are updated on the most current safety standards and laws.

13.320 During the last training period of certificate validity, the District shall provide ten (10) hours of mandatory classroom instruction for bus drivers. Bus drivers may request the District provided ten (10) hours of mandatory classroom instruction be scheduled four (4) months prior to the expiration date of the employee’s driving certificate.

ARTICLE 14: LAYOFF PROCEDURES AND SENIORITY

14.100 General Provisions

- 14.110 Nothing in the provisions within this Article shall be construed in any manner as diminishing the rights reserved to the District concerning layoffs as set forth in Article 3: District Rights.
- 14.120 These provisions shall apply only to those classified employees defined in Article 1 – Recognition.

14.200 Layoff Procedures

- 14.210 Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order 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.
- 14.220 For purpose of this provision only the term “class” and “higher classes” shall refer to those classifications listed in the salary schedule attached as Appendix A of this agreement, in which the employee has permanent status.
 - 14.221 For purposes of this Section the term “class” shall refer to “classification” meaning that each position shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of duties required to be performed by the employees in each such position and the regular monthly salary ranges for each position. “Higher class” shall refer to a class with a higher pay range.

14.300 Hire Date Seniority – General Guidelines

- 1. Overall seniority within the District will be the unit members’ original hire date within Orange Unified School District.
- 2. Seniority within classification is determined by effective or hire date within that classification or related predecessor classification.
- 3. For layoff purposes, seniority will be determined by entry date within that classification or related predecessor classification.
- 4. Definitions:

HIRE DATE: Original entry date into the District.

ENTRY DATE: Date of entry into specific position.

- a) **Adjusted Hire/Entry Date:** Either date will be adjusted according to breaks in service, i.e., any type unpaid Leave of Absence (LOA), including layoff status.

NOTE: Only unpaid status of 30 calendar days or more will be recorded/adjusted for seniority purposes. In the event of a lay-off the District and CSEA will meet to resolve any issue regarding seniority and hire/entry date.

- b) In the case of two or more employees having identical seniority the District shall determine the order of seniority by lot. The order of seniority once determined by the above procedure shall be permanent

and shall be entered upon the permanent records of the District. The Superintendent or designee is authorized and it shall be his/her duty to correct any errors discovered from time to time on the records showing the order of seniority.

5. General Guidelines/Procedures

- a. All work schedules will be looked at as though they were 12 months (hire/entry dates will not be adjusted to reflect non-service months).
- b. Substitute time will not be considered, even if worked during an Unpaid Leave of Absence.
- c. Employees who are currently on Unpaid Leave of Absence (30 days or more) will be adjusted according to the ending date of the Leave. If an employee working less than 12 months is on an Unpaid Leave of Absence until the beginning of the next school year but accepts and completes a summer school assignment and returns to their regularly scheduled assignment the beginning of the next school year, they will be considered as having returned from Unpaid Leave of Absence at the beginning of summer school.
- d. Working out-of-class will have no effect on any dates.
- e. Number of hours worked per day will have no bearing on calculation of seniority.
- f. The effective date for the major reclassifications was 7/1/89. It was agreed at that time that ranges would remain comparable up to that date. Beginning 7/1/89, new comparisons would begin without adjusting previous hours/dates.

Example:

RE: John Doe, Athletic Equipment Manager from 10/28/85 at Range 30 until reclassified to Range 32 on 7/1/89. John Doe was administratively transferred to Pool Athletic Field Worker Range 32 on 7/1/90. The adjusted date would be 7/1/89 for Pool Athletic Field Worker, as the comparable position had not been upgraded until that date.

- g. In the case of a tie in a specific position, hire date into the District will be used unless that position was reclassified and then entry date prior to reclassification will be used before hire date. Ties between employees with identical seniority will be decided by lot.
- h. In the case of previous service in a higher range, the entry date will be adjusted to the current position, sample as follows:

TITLE	ENTRY DATE	ADJUSTED DATE
Sr. School Clerk	1/1/93	1/1/92
School Clerk*	1/1/92	1/1/91
Sr. Secretary	1/1/91	1/1/91

* Any other position(s) that are a lower range will not be considered in the adjustment; time in the higher position(s) will be credited to all equal and lower positions.

- i. When the previous position entry date is later than the current position entry date that signifies a return to a lower position.

Example: John Doe, showing current position first.

Lead Custodian Entry Date: 6/15/77

Custodial Foreman* Entry Date: 7/16/81

Head Custodian Entry Date: 3/15/76

Custodian Entry Date: 4/10/72

Custodial Foreman* 7/16/81, returning to Lead Custodian 9/8/92.

- j. The seniority list shall be prepared and posted in two segments: the first shall be alphabetical listing by employee name together with hire/entry date in each class and higher class; the second shall be a listing by class with each employee ranked within the class on basis of hire/entry date in class plus higher class.

The seniority lists shall be posted at the end of each fiscal year, and at least two (2) weeks prior to the effective date of any layoff if a layoff occurs at any time other than end of school year. The Union shall receive a copy at the time of posting.

14.400 **Notice of Layoff**

14.410 When, as a result a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 60 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

14.420 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 on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than 60 days prior to the effective date of their layoff.

14.430 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Board of Education, without the notice required by aforementioned subsections.

14.440 The layoff notice shall contain: a statement of the effective date of layoff; a statement of “bumping”, reemployment and unemployment benefits rights; a statement of seniority posting information and reason for the layoff.

14.450 Written notice shall be provided to the union regarding proposed staff reduction for lack of funds or lack of work.

14.460 **Reduction In Hours**

1. The District shall not be obligated to negotiate the effects of any reduction in hours or layoff of unit members.
2. The District shall be obligated to negotiate the decision to reduce hours of unit members contingent upon compliance with the following procedures:
 - a) The parties agree to complete pre-mediation, mediation and fact-finding under Government Code Sections 3548-3548.4 within forty-five (45) calendar days from the date the Union is notified in writing by the District of its intent to reduce hours. The parties agree to expedite and/or waive any applicable statutory timelines to complete the negotiation process within the above period.
 - b) Within the above forty-five (45) day timeline, the District and Union agree that one party, by written notice, may require the other party to proceed to the next stage of the negotiation process after completing the following hours:
 1. Pre-mediation negotiations
8 hours
 2. Mediation -
5 hours
 3. Fact-finding/Deliberation/Remedy
16 hours

NOTE: The above hours may be extended by mutual written agreement between CSEA and the District.

The parties agree that the fact-finding report must be issued within the above forty-five (45) day timeline.

- c) The timeline set forth in paragraph b above must be completed within the following calendar days:
 1. Pre-mediation negotiations:
1st – 10th day
 2. Mediation:
11th – 30th day

Fact-finding/Deliberation/Recommendation:
31st – 45th day

- d) The timelines in paragraph B and C above may be extended by mutual written agreement of the District and Union.
- e) Within the above forty-five (45) day timeline, the District Board of Education may pass a resolution to reduce hours and issue appropriate notices pursuant to Article 14: Layoff Procedures and Seniority in order to complete the notice of layoff timelines specified in Section 14.500 on or before the above 45 calendar days. Said resolution and notice will specify that said notice and resolution are subject to completion of the procedures specified herein.

14.500 **Bumping**

A regular employee in the classified service who is laid off from a class and who has previous service in paid status in an equal or lower class, shall have the right to bump an employee with the least seniority in that class with the same number of assigned

hours/months. (Seniority is determined by hire date as modified by the November 30, 1992 Fact finding Report issued by R. Douglas Collins and Memorandum of Understanding (M.O.U.) dated June 15, 1993). In lieu of layoff, the District may administratively transfer a unit employee to a vacant position in accordance with Article 10: Transfers in this Agreement.

14.510 When a vacancy exists an employee may take a voluntary demotion or reassignment to an equal or lower class in lieu of layoff, provided that such employee is qualified to perform the duties of the position, and provided further that the District approves such demotion or reduction in time. Such approval shall not be withheld by the District for arbitrary or capricious reasons.

14.600 **Reemployment and Other Rights**

14.610 Persons laid off because of lack of work or lack of funds shall be recalled in reverse order of layoff, be eligible for reemployment for a period of 39 months, and be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months.

14.620 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The District shall make the determination of the specified period eligibility for reemployment on a class-by-class basis.

14.630 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

14.640 Regular employees on layoff status shall notify the District of his or her intent to accept or refuse an offer of reemployment within five (5) working days (excluding only weekends and holidays) of the receipt of such written notice. If more than one vacancy becomes available within a classification, an equal number of notices may be sent. When an employee does not respond, or appears to be avoiding a notice, the Union shall be notified. The Union shall have five (5) additional days to deliver the notification or the employee will be passed over on that round. If more than one employee chooses the same vacancy, preference of assignment will be made in order of seniority. If the employee accepts reemployment, the employee must report to work within fourteen (14) calendar days following such notice. An employee given notice of reemployment need not accept the first or second reemployment opportunity to maintain his or her position on the reemployment list.

14.650 An employee may refuse an offer of reemployment to a specific position for which eligible; however, refusal of three (3) offers of reemployment to the classification from which laid off shall automatically cause removal from the list and the loss of any reemployment right.

- 14.660 Whenever a layoff occurs, subsequent vacancies within a classification affected by the layoff shall be filled first by reemployment, then by Transfer (Article 10 of this Agreement) and then through promotion.
- 14.670 If the District utilizes substitutes, individuals who have been laid off will be used as substitutes if such individuals request placement on the substitute roster, such service will in no way affect eligibility for reemployment.
- 14.680 Employees who are either laid off or reduced in hours as a result of layoff shall continue to receive the same level of health and welfare benefits provided by section 12.400 as enjoyed immediately prior to layoff for an additional two months following layoff.

14.700

Retirement and Layoff

Notwithstanding any other provision of law, any person who was subject to being or was in fact laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If the person is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his request for reinstatement from retirement.

ARTICLE 15: MISCELLANEOUS PROVISIONS

15.100 Concerted Activities

15.110 The Union officers, agents or members shall not strike, engage in a work stoppage, slowdown or picketing in furtherance thereof, nor comply with the request of other labor organization(s) to engage in such activity, nor engage in any unlawful interference with the operation of the District.

15.120 It is agreed and understood that any bargaining unit member violating this Article may be subject to discipline up to and including replacement or termination.

15.130 The Union recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement, and to make every reasonable effort toward inducing all its members to do so.

15.200 Completion of Negotiations

Except as may be mutually agreed, the Union and the District expressly waive and relinquish the right to meet and negotiate, and agree that the parties shall not be obligated to meet and negotiate with respect to any subject matter, whether referred to or covered in this Agreement or not, even though such subject matters may not have been within the knowledge or contemplation of either or both parties at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

15.300 Savings Provision

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions of this Agreement shall be construed to result in an illegal discriminatory act based on race, creed, sex, or national origin. In the event of suspensions or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within sixty (60) days after such final determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

15.400 Short term and/or substitute employees will be employed only pursuant to the provisions of the California Education Code and will not be utilized to circumvent the wage supplement provisions of this Agreement.

15.500 The District has the right to subcontract work as permitted by the Public Contract Code without any requirements of meeting and negotiating with CSEA. If work is not covered by the Public Contract Code, the District will give notice and an opportunity to bargain any subcontracting decision which would result in the layoff of a bargaining unit member.

15.600 Effective September 1, 1998, no written agreement executed between representative(s) of the Union and District shall be valid unless ratified by the District Governing Board.

15.700 A copy of this Agreement shall be available to all unit members through the District's website. The District and CSEA shall share the cost of printing no more than 100 hard copies of the Agreement to be available for unit members at CSEA's discretion.

15.800 **Workload**

15.810 While employees shall perform their assignments with due diligence during assigned hours, which include all applicable duty free rest and meal periods, it shall be the District's responsibility to direct and prioritize the overall workload and to ensure the proper disposition of work in excess of that which can be accomplished during the regularly assigned and scheduled work hours.

15.820 If one or more employees bring forth a claim of excess existing or prospective workload, the employee shall first address their concern with their immediate supervisor. If the employee and supervisor cannot mutually identify the workload issues, the claim shall be forwarded to the District and Union. The District and the Union shall meet with the employee and their immediate supervisor within fifteen (15) work days of receipt of the claim to address the issue. For purposes of this Section, a work day refers to a day when the unit member is scheduled to work. No disciplinary action shall be taken by the District against any permanent employee(s) in respect to any workload issue, which is the subject of a claim, while being addressed pursuant to this subsection.

ARTICLE 16: TUITION REIMBURSEMENT

16.100 Introduction

The District and the Union agree to establish a tuition reimbursement program for unit members, who have attained permanent status. The subject matter of the course(s) must be related to work performed by the employee(s) or appropriate for the employee's career growth within the District for one or more services provided by the District.

16.200 Application for Tuition Reimbursement

To be considered for tuition reimbursement the employee must apply to the Human Resources Department prior to commencing the course(s). The application (Appendix H) shall include the course work being applied for, the location, approximate cost of the course and text book(s), and a brief statement as to why the course will improve work-related skills or otherwise benefit the District. The Human Resources Department will evaluate the application, and approve or deny tuition reimbursement. Such approval or denial shall not be decided capriciously, arbitrarily, or discriminatorily.

16.300 Amount of Reimbursement

The District shall allocate \$10,000 per fiscal year for this program. The initial allocation shall be for the first year of the term of this Agreement. Eligible employees may apply for reimbursement up to \$500 per fiscal year. During the term of this agreement any amount not utilized within the year for which it is allocated, shall be carried over to the following year and added to that year's allocation.

16.400 Time of Reimbursement

To receive reimbursement for an approved course or program, the employee must have completed the course or program and received a grade of "C" or better, or "pass" if applicable, and provide verification thereof. Proof of payment for tuition and/or book(s) must be presented.

ARTICLE 17: SCHOOL AGE CARE

17.100 Bidding Procedures – Day Camps

- 17.110 All positions shall be posted and shall include hours of work, and sites.
- 17.120 There shall be one notice of posting which shall contain a notice of all available positions.
- 17.130 Bidding Process
 - 17.130.1 List sites available, positions and hours.
 - 17.130.2 Selection on basis of seniority by classification.
 - 17.130.3 Memo sent out of available sites, positions and hours a minimum of ten (10) days prior to scheduled bidding.
 - 17.130.4 Bidding appointment time sent out a minimum of five (5) days prior.
 - 17.130.5 Proxy person available for bid (member's choice)
 - 17.130.6 Vacation requests before/after bidding process.
 - 17.130.7 Member signed NCR form listing site, position and hours awarded (Appendix D).
 - 17.130.8 Itinerants: Placement filled by seniority.
- 17.131 The Site Facilitator shall be selected by the District prior to the bidding process.
- 17.140 Choice of hours, shifts and work locations shall be based on seniority among those unit members bidding for the vacant position(s) within their classification.
- 17.150 In the event of a tie in seniority among two or more applicants bidding for the same position(s) the tie shall be broken by the flip of a coin.

17.200 Procedures for Assignment of Work Location and Hours During Staff Development Days (Full Days)

- 17.210 Site selection will be identified by the Supervisor/Assistant Supervisor.
- 17.220 Number of staff needed per site will be determined by Supervisor based on sign-up/enrollment demands.

17.300 Job Posting Procedure

- 17.310 In lieu of job postings being advertised by position and site, they will be advertised by position only.
- 17.320 The Child Development Services Office will maintain a file of the unit members interested in transferring, and contact them if a current transfer opens another location in which a unit member has expressed interest.
- 17.330 Unit members may request a voluntary transfer within their classification by submitting a transfer request to the Classified Human Resources Office no later than the date shown on the written notification on the job posting.
- 17.340 The selection for voluntary transfer shall rest with the discretion of District management, provided that the selection is based upon the individual qualifications of the applicants, the best interests of the District, and affirmative action requirements. In the event the District determines that the above considerations apply equally to two or more applicants applying for the same vacant position, seniority shall be determinative.

- 17.400 Leaders, Assistant Leaders, and Aides shall not be responsible to arrange substitute coverage for requested absences. These positions shall continue the practice of advising on available personnel during requested vacations or other anticipated absences.

ARTICLE 18: CHARTER SCHOOLS

- 18.100 The purpose of this Article is to coordinate the Charter language with the corresponding provisions of the Collective Bargaining Agreement between the California School Employees Association (CSEA) Chapter #67 and the Orange Unified School District (OUSD).
- 18.200 **Employer**
The Orange Unified School District shall be the exclusive public school employer of the employees of the Charter School. The Charter School recognizes CSEA Chapter #67 as the exclusive representative of classified bargaining unit employees of OUSD and the Charter School pursuant to the EERA.
- 18.300 **Retirement System**
The Charter School shall continue to participate in the Public Employee's Retirement System (PERS), and federal Social Security.
- 18.400 **Collective Bargaining Agreement**
The terms and conditions of employment negotiated for OUSD employees and contained in the OUSD/CSEA Agreement shall apply to the Charter School in entirety except where the subject is covered by a provision of this Article or subsequently modified by the process set forth below. Any proposed exception or addition to the OUSD/CSEA Agreement shall require the approval of no less than 75% of the Charter School classified bargaining unit staff, a majority of the Charter Board, and the CSEA Chapter 67 Executive Board.
- 18.500 **Collective Bargaining**
CSEA shall consider the special needs of the Charter School during negotiations with OUSD and shall communicate with the school's administration and staff as necessary. The Charter School administration shall respect the exclusive representative status of CSEA and shall serve timely notice to CSEA leadership and/or representatives in regard to any changes contemplated to the status quo and other matters affecting CSEA interests and responsibilities.
- 18.600 **Right to Remain at the Charter School**
All current unit members have the right to retain their positions at the Charter School upon the establishment of the Charter School, subject only to the relevant provisions of the OUSD/CSEA Agreement.
- 18.700 **Return to OUSD**
Unit members wishing to leave the Charter School may request a transfer pursuant to the OUSD/CSEA Agreement, Section 10.200 except that seniority shall not be a factor in determining qualifications.
- 18.800 **Compensation, Health and Welfare Benefits**
The provisions of the OUSD/CSEA Agreement, Article 12 shall govern compensation and health and welfare benefits except as modified through the process set forth below. Sick leave benefits accumulated with OUSD shall be fully transferred and recognized by the Charter School.

18.900 **Vacations**

Vacations shall be governed by the provisions of the OUSD/CSEA Agreement, Article 8. Vacation credits accrued with OUSD shall be transferred to the Charter School.

18.1000 **Seniority**

Overall OUSD seniority and seniority within classification shall be transferred to the Charter School for all applicable purposes pursuant to the OUSD/CSEA Agreement. Charter School employees returning to OUSD shall transfer all seniority accrued both in OUSD as well as at the Charter School.

18.1100 **Vacancies**

Posting procedures shall be set forth in the OUSD/CSEA Agreement, Article 10.500, except that internal posting shall be restricted to the Charter School.

18.1200 **Administrative Transfers**

The administrative transfer provisions set forth in the OUSD/CSEA Agreement shall not apply to the Charter School. The Charter School shall not be required to accept administrative transfers from OUSD, nor shall it effect administrative transfers to OUSD. The aforementioned clause shall not apply to bargaining unit positions which are assigned to the care of an individual special needs students should the child no longer attend the Charter School nor shall it apply to bargaining unit positions which are assigned to the care of an individual special needs classroom should it become necessary to move the class to another OUSD site.

18.1300 **Layoff**

In the event that a layoff becomes necessary at the Charter School, the procedure outlined in the OUSD/CSEA Agreement, Article 14 shall be followed internally. Seniority will consist of seniority credit earned at the Charter School and any seniority within classification accrued while employed by the District. Laid off employees from the Charter School shall have bumping rights into District positions dependent on their seniority in the District and subsequent Charter School employment. Layoffs within the District shall not affect Charter School positions or employees.

18.1400 **Grievances**

The Charter School will follow the grievance procedure set forth in the OUSD/CSEA Agreement, Article 4 except that Level II of the grievance shall be presented to the Charter Board.

18.1500 **Leaves**

The Charter School reserves the right to expand the leave provisions of the OUSD/CSEA Agreement to include greater flexibility for personal leaves. The Charter School will notify CSEA and discuss particulars when deviation(s) from the existing leave provision is contemplated. OUSD employees returning from leave may not be placed in a vacancy at the Charter School. Charter School employees returning from leave shall return to the Charter School where they were previously employed.

18.1600 **Subcontracting**

Services not regularly and customarily performed by employees of the Charter School shall be subcontracted to the District, if the service can be provided in an efficient and cost-

effective manner. If alternative subcontracting needs to be implemented, which results in a layoff, then the Charter School may proceed as delineated in Article 18.1300.

18.1700 **Charter School Modifications to the OUSD/CSEA Agreement**

- 18.1710 The Charter School may make modifications to the OUSD/CSEA Agreement in the areas of salary, health and welfare, work calendar, establishment of new positions, and reclassification pursuant to the provisions set forth in 18.1720 et. seq.
- 18.1720 Any proposed exception or addition to the OUSD/CSEA Agreement shall require the approval of no less than 75% of the Charter School classified bargaining unit staff, a majority of the Charter Board, and the CSEA Chapter 67 Executive Board.
- 18.1730 Employees who transfer from the Charter School to positions within OUSD shall not carry to their new positions any enhancements or modifications provided by the Charter School.
- 18.1740 A change to the annual work calendar shall not reduce the number of work days or hours for those currently assigned to a bargaining unit member.
- 18.1750 The Charter School may establish additional positions and the hours therefor.
- 18.1760 The Charter School may reclassify existing positions on the basis of duties and responsibilities assigned.

18.1800 **End of Charter**

At the termination of the Charter, all employees shall remain in their respective positions at the school subject to the transfer and layoff provisions of the OUSD/CSEA Agreement.

APPENDICES

2018-2019 ORANGE UNIFIED SCHOOL DISTRICT
Classified Bargaining Unit Job Title and Range
Appendix A

RANGE	JOB TITLE	RANGE	JOB TITLE
SCHOOL SERVICES - 1		SECRETARIAL- 8	
24	School Community Assistant	32	Secretary
FR	Farm Hand	33	School Secretary (HSAP)
		35	Senior Secretary
FOOD SERVICES - 2		37	Child Care Secretary
19	Food Service Assistant	37	Office Manager
23	Senior Food Service Assistant	37	School Office Manager
24	Senior Central Kitchen Assistant	37	School Secretary (HS)
25	Cook/Baker	39	Administrative Secretary
27	Central Kitchen Cook/Baker		
29	Central Kitchen Production Line Asst. Supervisor	CLERICAL- 9	
33	Central Kitchen Production Line Supervisor	27	Staff Support Clerk
		29	Staff/School Clerk
MAINTENANCE - 3		31	Attendance/Health Clerk
35	Maintenance Worker	31	Health Clerk Secondary
39	Maintenance Specialist - Emergency Services	31	Testing Clerk
39	Senior Maintenance Worker	32	Senior Staff/School Clerk
43	Locksmith	33	Registrar, High School
43	Maintenance Specialist Repair & Construction	34	Personnel Technician
43	Maintenance Specialist Roofing	35	ASB Bookkeeper
43	Maintenance Specialist-Carpentry/Paint	35	Child Care Bookkeeper
45	Senior Locksmith	35	Child Care Staff Assistant
45	Senior Maintenance Specialist-Carpentry	35	Facilities Use/Athletics Staff Assistant
45	Senior Maintenance Specialist-Painter	35	Registrar, District Office
45	Senior Maintenance Specialist - Repair and Construction	35	Student & Community Services Staff Assistant
46	A/V Repair Electronics Technician	35	Transportation & Vehicle Maintenance Staff Assistant
46	Electrician	40	Credentials Analyst I
46	Heat/Vent/Air Conditioning Technician	40	Senior Personnel Technician
46	Plumber	42	Credentials Analyst II
48	Senior Electrician	42	Substitute Service Technician
48	Senior Heat/Vent/Air Conditioning Technician		
48	Senior Plumber		
		MEDIA - 10	
		32	Library Media Technician II
OPERATIONS -4		35	Reprographic Equipment Operator
25	Campus Security Officer	38	District Textbook Technician
31	Custodian	44	AV/TV Production Technician
31	Security Monitor	53	Web and Internet Communication Specialist
33	Head Custodian		
33	Senior Custodian	INFORMATION SERVICES- 11	
33	Stadium Worker	37	Technology Support Specialist
34	Gardener/Groundskeeper	47	Information Systems Specialist
34	Security Patrol Person	53	Network Technician
34	Senior Security Monitor	53	Senior Information Systems Specialist
35	Lead Custodian		
36	Grounds Equipment Operator	INSTRUCTIONAL - 12	
38	Senior Gardener/Groundskeeper	14	Child Care Aide
40	Sprinkler Repair Technician	22	Child Development Center Aide
42	Senior Sprinkler Repair Technician	23	Child Care Assistant Leader
43	Custodial Foreman (Deep Cleaning Crew)	24	Instructional Assistant
		24	Instructional Science Materials Assistant
TRANSPORTATION - 5		26	Instructional Assistant/Special Education
34	Bus Driver	28	IA/Special Ed/Interpreter-Tutor
35	School Bus Driver/Behind the Wheel Trainer	28	Instructional Assistant Severely Disabled
37	School Bus Driver/Driver Instructor	28	Instructional Assistant/Job Coach
44	Heavy Duty Mechanic	28	Instructional Asst/Sp Ed Floater
47	Vehicle Maintenance Foreman	28	Translator
		29	Inst. Assist. Transcriber/Visually Impaired
PURCHASING AND STORES- 6		31	Career Guidance Technician
33	Warehouse Worker/Delivery Driver	33	Athletic Equipment Manager
34	Purchasing Clerk	33	P. E. Attendant
35	Lead Mail Processing Worker	34	Child Development Center Teacher
39	Buyer	35	Behavior Support Assistant
41	Senior Buyer	35	Career Guidance Tech/Job Placement
		36	Child Care Leader
FISCAL SERVICES - 7		36	Child Development Leader
33	Fiscal Services Clerk	38	Behavior Support Assistant Trainer
33	Senior Account Clerk	40	Child Development Services Program Planner
38	Accounting Technician I	48	Speech/Language Pathology Assistant
38	Categorical Programs Technician	66	Occupational Therapist
40	Payroll Technician		
40	Attendance Technician II		
42	Accounting Technician II		
42	Insurance Technician		
44	Categorical Accountant		
44	Lead Accounting Technician		

OPTION C BASE
50/51 PERS
53 NON PERS

ORANGE UNIFIED SCHOOL DISTRICT

CLASSIFIED "BASE" SALARY SCHEDULE

2018 - 2019

2.5% Increase
Effective 7/1/18
BA 5/9/19

Eff 1/1/19 Min Wage Inc

-1- -2- -3- -4- -5- -6-							-1- -2- -3- -4- -5- -6-						
MONTHLY							HOURLY						
50							51/53						
1	1,499	1,570	1,656	1,740	1,828	1,916	1	8.61	9.02	9.52	10.00	10.51	11.01
2	1,537	1,613	1,699	1,785	1,870	1,961	2	8.83	9.27	9.76	10.26	10.75	11.27
3	1,572	1,656	1,740	1,828	1,916	2,015	3	9.04	9.52	10.00	10.51	11.01	11.58
4	1,613	1,699	1,785	1,870	1,961	2,062	4	9.27	9.76	10.26	10.75	11.27	11.85
5	1,656	1,740	1,828	1,916	2,015	2,117	5	9.52	10.00	10.51	11.01	11.58	12.17
6	1,699	1,785	1,870	1,961	2,062	2,170	6	9.76	10.26	10.75	11.27	11.85	12.47
7	1,740	1,828	1,916	2,015	2,117	2,225	7	10.00	10.51	11.01	11.58	12.17	12.79
8	1,785	1,870	1,961	2,062	2,170	2,283	8	10.26	10.75	11.27	11.85	12.47	13.12
9	1,828	1,916	2,015	2,117	2,225	2,340	9	10.51	11.01	11.58	12.17	12.79	13.45
10	1,870	1,961	2,062	2,170	2,283	2,393	10	10.75	11.27	11.85	12.47	13.12	13.75
11	1,916	2,014	2,114	2,225	2,331	2,457	11	11.01	11.57	12.15	12.79	13.40	14.12
12	1,961	2,062	2,170	2,283	2,393	2,515	12	11.27	11.85	12.47	13.12	13.75	14.46
13	2,014	2,114	2,225	2,331	2,457	2,575	13	11.57	12.15	12.79	13.40	14.12	14.80
14	2,062	2,170	2,283	2,393	2,515	2,642	14	11.85	12.47	13.12	13.75	14.46	15.19
15	2,114	2,225	2,331	2,457	2,575	2,712	15	12.15	12.79	13.40	14.12	14.80	15.59
16	2,170	2,283	2,393	2,515	2,642	2,772	16	12.47	13.12	13.75	14.46	15.19	15.93
17	2,225	2,331	2,457	2,575	2,712	2,840	17	12.79	13.40	14.12	14.80	15.59	16.32
18	2,283	2,393	2,515	2,642	2,772	2,918	18	13.12	13.75	14.46	15.19	15.93	16.77
19	2,331	2,457	2,575	2,712	2,840	2,987	19	13.40	14.12	14.80	15.59	16.32	17.17
20	2,393	2,515	2,642	2,772	2,918	3,059	20	13.75	14.46	15.19	15.93	16.77	17.58
21	2,457	2,575	2,712	2,840	2,987	3,135	21	14.12	14.80	15.59	16.32	17.17	18.02
22	2,515	2,642	2,772	2,918	3,059	3,218	22	14.46	15.19	15.93	16.77	17.58	18.49
23	2,575	2,712	2,840	2,987	3,135	3,300	23	14.80	15.59	16.32	17.17	18.02	18.97
24	2,642	2,772	2,918	3,059	3,218	3,383	24	15.19	15.93	16.77	17.58	18.49	19.44
25	2,712	2,840	2,987	3,135	3,300	3,468	25	15.59	16.32	17.17	18.02	18.97	19.93
26	2,772	2,918	3,059	3,218	3,383	3,557	26	15.93	16.77	17.58	18.49	19.44	20.44
27	2,840	2,987	3,135	3,300	3,468	3,644	27	16.32	17.17	18.02	18.97	19.93	20.94
28	2,918	3,059	3,218	3,383	3,557	3,735	28	16.77	17.58	18.49	19.44	20.44	21.46
29	2,987	3,135	3,300	3,468	3,644	3,824	29	17.17	18.02	18.97	19.93	20.94	21.98
30	3,059	3,218	3,383	3,557	3,735	3,925	30	17.58	18.49	19.44	20.44	21.46	22.55
31	3,135	3,300	3,468	3,644	3,824	4,021	31	18.02	18.97	19.93	20.94	21.98	23.11
32	3,218	3,383	3,557	3,735	3,925	4,125	32	18.49	19.44	20.44	21.46	22.55	23.71
33	3,300	3,468	3,644	3,824	4,021	4,224	33	18.97	19.93	20.94	21.98	23.11	24.27
34	3,383	3,557	3,735	3,925	4,125	4,333	34	19.44	20.44	21.46	22.55	23.71	24.90
35	3,468	3,644	3,824	4,021	4,224	4,439	35	19.93	20.94	21.98	23.11	24.27	25.51
36	3,557	3,735	3,925	4,125	4,333	4,551	36	20.44	21.46	22.55	23.71	24.90	26.16
37	3,644	3,824	4,021	4,224	4,439	4,661	37	20.94	21.98	23.11	24.27	25.51	26.78
38	3,735	3,925	4,125	4,333	4,551	4,777	38	21.46	22.55	23.71	24.90	26.16	27.45
39	3,824	4,021	4,224	4,439	4,661	4,896	39	21.98	23.11	24.27	25.51	26.78	28.14
40	3,925	4,125	4,333	4,551	4,777	5,017	40	22.55	23.71	24.90	26.16	27.45	28.83

Longevity Increments (CSEA Article 12.200)

12.210: Beginning with a unit member's eleventh (11th) year of service, the unit member shall receive an additional two (2%) percent of the unit member's monthly salary range and step.

12.220: Beginning with the unit member's sixteenth (16th) year of service, the unit member shall receive an additional three (3%) percent to make a total of five (5%) percent of the unit member's monthly salary range and step.

12.230: Beginning with the unit member's twenty-first (21st) year of service, the unit member shall receive an additional five (5%) percent to make a total of ten (10%) percent of the unit member's monthly salary range and step.

OPTION C BASE
50/51 PERS
53 NON PERS

ORANGE UNIFIED SCHOOL DISTRICT

CLASSIFIED "BASE" SALARY SCHEDULE

2018 - 2019

2.5% Increase
Effective 7/1/18
BA 5/9/19
Eff 1/1/19 Min Wage Inc

	-1-	-2-	-3-	-4-	-5-	-6-		-1-	-2-	-3-	-4-	-5-	-6-
50	MONTHLY						51/53	HOURLY					
41	4,021	4,224	4,439	4,661	4,896	5,146	41	23.11	24.27	25.51	26.78	28.14	29.58
42	4,125	4,333	4,551	4,777	5,017	5,280	42	23.71	24.90	26.16	27.45	28.83	30.35
43	4,224	4,439	4,661	4,896	5,146	5,408	43	24.27	25.51	26.78	28.14	29.58	31.08
44	4,333	4,551	4,777	5,017	5,280	5,540	44	24.90	26.16	27.45	28.83	30.35	31.84
45	4,439	4,661	4,896	5,146	5,408	5,677	45	25.51	26.78	28.14	29.58	31.08	32.63
46	4,551	4,777	5,017	5,280	5,540	5,823	46	26.16	27.45	28.83	30.35	31.84	33.46
47	4,661	4,896	5,146	5,408	5,677	5,967	47	26.78	28.14	29.58	31.08	32.63	34.29
48	4,777	5,017	5,280	5,540	5,823	6,120	48	27.45	28.83	30.35	31.84	33.46	35.17
49	4,896	5,146	5,408	5,677	5,967	6,273	49	28.14	29.58	31.08	32.63	34.29	36.05
50	5,017	5,280	5,540	5,823	6,120	6,423	50	28.83	30.35	31.84	33.46	35.17	36.91
51	5,146	5,408	5,677	5,966	6,273	6,593	51	29.58	31.08	32.63	34.29	36.05	37.89
52	5,280	5,540	5,823	6,120	6,423	6,757	52	30.35	31.84	33.46	35.17	36.91	38.83
53	5,408	5,677	5,967	6,273	6,593	6,926	53	31.08	32.63	34.29	36.05	37.89	39.80
54	5,540	5,823	6,120	6,423	6,757	7,101	54	31.84	33.46	35.17	36.91	38.83	40.81
55	5,677	5,967	6,273	6,593	6,926	7,277	55	32.63	34.29	36.05	37.89	39.80	41.82
56	5,823	6,120	6,423	6,757	7,101	7,458	56	33.46	35.17	36.91	38.83	40.81	42.86
57	5,967	6,273	6,593	6,926	7,277	7,641	57	34.29	36.05	37.89	39.80	41.82	43.91
58	6,120	6,423	6,757	7,101	7,458	7,831	58	35.17	36.91	38.83	40.81	42.86	45.00
59	6,273	6,593	6,926	7,277	7,641	8,028	59	36.05	37.89	39.80	41.82	43.91	46.14
60	6,423	6,757	7,101	7,458	7,831	8,228	60	36.91	38.83	40.81	42.86	45.00	47.29
61	6,593	6,926	7,277	7,641	8,028	8,431	61	37.89	39.80	41.82	43.91	46.14	48.46
62	6,757	7,101	7,458	7,831	8,263	8,646	62	38.83	40.81	42.86	45.00	47.49	49.69
63	6,926	7,277	7,641	8,028	8,431	8,861	63	39.80	41.82	43.91	46.14	48.46	50.93
64	7,101	7,458	7,831	8,228	8,646	9,087	64	40.81	42.86	45.00	47.29	49.69	52.22
65	7,277	7,641	8,028	8,431	8,861	9,308	65	41.82	43.91	46.14	48.46	50.93	53.50
66	7,458	7,831	8,228	8,646	9,087	9,542	66	42.86	45.00	47.29	49.69	52.22	54.84
67	7,641	8,028	8,431	8,861	9,308	9,780	67	43.91	46.14	48.46	50.93	53.50	56.21
68	7,831	8,228	8,646	9,087	9,542	10,028	68	45.00	47.29	49.69	52.22	54.84	57.63
69	8,028	8,431	8,861	9,308	9,780	10,274	69	46.14	48.46	50.93	53.50	56.21	59.04
70	8,228	8,646	9,087	9,542	10,028	10,533	70	47.29	49.69	52.22	54.84	57.63	60.54
71	8,431	8,861	9,308	9,780	10,274	10,799	71	48.46	50.93	53.50	56.21	59.04	62.06
72	8,646	9,087	9,542	10,028	10,533	11,064	72	49.69	52.22	54.84	57.63	60.54	63.59
73	8,861	9,308	9,780	10,274	10,799	11,336	73	50.93	53.50	56.21	59.04	62.06	65.15
74	9,087	9,542	10,028	10,533	11,064	11,621	74	52.22	54.84	57.63	60.54	63.59	66.79
75	9,308	9,780	10,274	10,799	11,336	11,906	75	53.50	56.21	59.04	62.06	65.15	68.43

***Hourly rate is derived by dividing monthly rate by 174 hours**
Hourly rates below the \$12.00/per hour minimum wage effective 1/1/19

Longevity Increments (CSEA Article 12.200)

12.210: Beginning with a unit member's eleventh (11th) year of service, the unit member shall receive an additional two (2%) percent of the unit member's monthly salary range and step.

12.220: Beginning with the unit member's sixteenth (16th) year of service, the unit member shall receive an additional three (3%) percent to make a total of five (5%) percent of the unit member's monthly salary range and step.

12.230: Beginning with the unit member's twenty-first (21st) year of service, the unit member shall receive an additional five (5%) percent to make a total of ten (10%) percent of the unit member's monthly salary range and step.

ORANGE UNIFIED SCHOOL DISTRICT CLASSIFIED "50 - 65" SALARY SCHEDULE

5% Less than Option C
2.5% Increase Eff 7/1/18
BA 5/9/19
Eff 1/1/19 Min Wage Inc

OPTION B

2018 - 2019

5/10/19

	-1-	-2-	-3-	-4-	-5-	-6-		-1-	-2-	-3-	-4-	-5-	-6-
54	MONTHLY						55	HOURLY					
1	-1,424	-1,491	-1,573	-1,653	-1,737	-1,820	1	8.18	8.57	9.04	9.50	9.98	10.46
2	-1,460	-1,532	-1,614	-1,696	-1,777	-1,863	2	8.39	8.81	9.28	9.75	10.21	10.71
3	-1,494	-1,573	-1,653	-1,737	-1,820	-1,914	3	8.58	9.04	9.50	9.98	10.46	11.00
4	-1,532	-1,614	-1,696	-1,777	-1,863	-1,959	4	8.81	9.28	9.75	10.21	10.71	11.26
5	-1,573	-1,653	-1,737	-1,820	-1,914	-2,011	5	9.04	9.50	9.98	10.46	11.00	11.56
6	-1,614	-1,696	-1,777	-1,863	-1,959	-2,061	6	9.28	9.75	10.21	10.71	11.26	11.85
7	-1,653	-1,737	-1,820	-1,914	-2,011	2,114	7	9.50	9.98	10.46	11.00	11.56	12.15
8	-1,696	-1,777	-1,863	-1,959	-2,061	2,168	8	9.75	10.21	10.71	11.26	11.85	12.46
9	-1,737	-1,820	-1,914	-2,011	2,114	2,223	9	9.98	10.46	11.00	11.56	12.15	12.77
10	-1,777	-1,863	-1,959	-2,061	2,168	2,274	10	10.21	10.71	11.26	11.85	12.46	13.07
11	-1,820	-1,913	-2,008	2,114	2,215	2,334	11	10.46	10.99	11.54	12.15	12.73	13.42
12	-1,863	-1,959	-2,061	2,168	2,274	2,390	12	10.71	11.26	11.85	12.46	13.07	13.73
13	-1,913	-2,008	2,114	2,215	2,334	2,446	13	10.99	11.54	12.15	12.73	13.42	14.06
14	-1,959	-2,061	2,168	2,274	2,390	2,510	14	11.26	11.85	12.46	13.07	13.73	14.43
15	-2,008	2,114	2,215	2,334	2,446	2,577	15	11.54	12.15	12.73	13.42	14.06	14.81
16	-2,061	2,168	2,274	2,390	2,510	2,633	16	11.85	12.46	13.07	13.73	14.43	15.13
17	2,114	2,215	2,334	2,446	2,577	2,698	17	12.15	12.73	13.42	14.06	14.81	15.51
18	2,168	2,274	2,390	2,510	2,633	2,772	18	12.46	13.07	13.73	14.43	15.13	15.93
19	2,215	2,334	2,446	2,577	2,698	2,838	19	12.73	13.42	14.06	14.81	15.51	16.31
20	2,274	2,390	2,510	2,633	2,772	2,906	20	13.07	13.73	14.43	15.13	15.93	16.70
21	2,334	2,446	2,577	2,698	2,838	2,978	21	13.42	14.06	14.81	15.51	16.31	17.12
22	2,390	2,510	2,633	2,772	2,906	3,057	22	13.73	14.43	15.13	15.93	16.70	17.57
23	2,446	2,577	2,698	2,838	2,978	3,135	23	14.06	14.81	15.51	16.31	17.12	18.02
24	2,510	2,633	2,772	2,906	3,057	3,214	24	14.43	15.13	15.93	16.70	17.57	18.47
25	2,577	2,698	2,838	2,978	3,135	3,295	25	14.81	15.51	16.31	17.12	18.02	18.93
26	2,633	2,772	2,906	3,057	3,214	3,379	26	15.13	15.93	16.70	17.57	18.47	19.42
27	2,698	2,838	2,978	3,135	3,295	3,462	27	15.51	16.31	17.12	18.02	18.93	19.89
28	2,772	2,906	3,057	3,214	3,379	3,548	28	15.93	16.70	17.57	18.47	19.42	20.39
29	2,838	2,978	3,135	3,295	3,462	3,633	29	16.31	17.12	18.02	18.93	19.89	20.88
30	2,906	3,057	3,214	3,379	3,548	3,728	30	16.70	17.57	18.47	19.42	20.39	21.43
31	2,978	3,135	3,295	3,462	3,633	3,820	31	17.12	18.02	18.93	19.89	20.88	21.95
32	3,057	3,214	3,379	3,548	3,728	3,919	32	17.57	18.47	19.42	20.39	21.43	22.52
33	3,135	3,295	3,462	3,633	3,820	4,013	33	18.02	18.93	19.89	20.88	21.95	23.06
34	3,214	3,379	3,548	3,728	3,919	4,117	34	18.47	19.42	20.39	21.43	22.52	23.66
35	3,295	3,462	3,633	3,820	4,013	4,217	35	18.93	19.89	20.88	21.95	23.06	24.24
36	3,379	3,548	3,728	3,919	4,117	4,324	36	19.42	20.39	21.43	22.52	23.66	24.85
37	3,462	3,633	3,820	4,013	4,217	4,428	37	19.89	20.88	21.95	23.06	24.24	25.45
38	3,548	3,728	3,919	4,117	4,324	4,538	38	20.39	21.43	22.52	23.66	24.85	26.08
39	3,633	3,820	4,013	4,217	4,428	4,651	39	20.88	21.95	23.06	24.24	25.45	26.73
40	3,728	3,919	4,117	4,324	4,538	4,766	40	21.43	22.52	23.66	24.85	26.08	27.39

Longevity Increments (CSEA Article 12.200)

12.210: Beginning with a unit member's eleventh (11th) year of service, the unit member shall receive an additional two (2%) percent of the unit member's monthly salary range and step.

12.220: Beginning with the unit member's sixteenth (16th) year of service, the unit member shall receive an additional three (3%) percent to make a total of five (5%) percent of the unit member's monthly salary range and step.

12.230: Beginning with the unit member's twenty-first (21st) year of service, the unit member shall receive an additional five (5%) percent to make a total of ten (10%) percent of the unit member's monthly salary range and step.

ORANGE UNIFIED SCHOOL DISTRICT CLASSIFIED "50 - 65" SALARY SCHEDULE

5% Less than Option C
2.5% Increase Eff 7/1/18
BA 5/9/19
Eff 1/1/19 Min Wage Inc

OPTION B

2018 - 2019

Handwritten: 5/10/19

	-1-	-2-	-3-	-4-	-5-	-6-		-1-	-2-	-3-	-4-	-5-	-6-
54	MONTHLY						55	HOURLY					
41	3,820	4,013	4,217	4,428	4,651	4,889	41	21.95	23.06	24.24	25.45	26.73	28.10
42	3,919	4,117	4,324	4,538	4,766	5,016	42	22.52	23.66	24.85	26.08	27.39	28.83
43	4,013	4,217	4,428	4,651	4,889	5,138	43	23.06	24.24	25.45	26.73	28.10	29.53
44	4,117	4,324	4,538	4,766	5,016	5,263	44	23.66	24.85	26.08	27.39	28.83	30.25
45	4,217	4,428	4,651	4,889	5,138	5,393	45	24.24	25.45	26.73	28.10	29.53	31.00
46	4,324	4,538	4,766	5,016	5,263	5,532	46	24.85	26.08	27.39	28.83	30.25	31.79
47	4,428	4,651	4,889	5,138	5,393	5,669	47	25.45	26.73	28.10	29.53	31.00	32.58
48	4,538	4,766	5,016	5,263	5,532	5,814	48	26.08	27.39	28.83	30.25	31.79	33.41
49	4,651	4,889	5,138	5,393	5,669	5,960	49	26.73	28.10	29.53	31.00	32.58	34.25
50	4,766	5,016	5,263	5,532	5,814	6,101	50	27.39	28.83	30.25	31.79	33.41	35.07
51	4,889	5,138	5,393	5,668	5,960	6,263	51	28.10	29.53	31.00	32.57	34.25	35.99
52	5,016	5,263	5,532	5,814	6,101	6,419	52	28.83	30.25	31.79	33.41	35.07	36.89
53	5,138	5,393	5,669	5,960	6,263	6,579	53	29.53	31.00	32.58	34.25	35.99	37.81
54	5,263	5,532	5,814	6,101	6,419	6,746	54	30.25	31.79	33.41	35.07	36.89	38.77
55	5,393	5,669	5,960	6,263	6,579	6,913	55	31.00	32.58	34.25	35.99	37.81	39.73
56	5,532	5,814	6,101	6,419	6,746	7,085	56	31.79	33.41	35.07	36.89	38.77	40.72
57	5,669	5,960	6,263	6,579	6,913	7,259	57	32.58	34.25	35.99	37.81	39.73	41.72
58	5,814	6,101	6,419	6,746	7,085	7,439	58	33.41	35.07	36.89	38.77	40.72	42.75
59	5,960	6,263	6,579	6,913	7,259	7,627	59	34.25	35.99	37.81	39.73	41.72	43.83
60	6,101	6,419	6,746	7,085	7,439	7,816	60	35.07	36.89	38.77	40.72	42.75	44.92
61	6,263	6,579	6,913	7,259	7,627	8,010	61	35.99	37.81	39.73	41.72	43.83	46.03
62	6,419	6,746	7,085	7,439	7,849	8,213	62	36.89	38.77	40.72	42.75	45.11	47.20
63	6,579	6,913	7,259	7,627	8,010	8,418	63	37.81	39.73	41.72	43.83	46.03	48.38
64	6,746	7,085	7,439	7,816	8,213	8,633	64	38.77	40.72	42.75	44.92	47.20	49.61
65	6,913	7,259	7,627	8,010	8,418	8,843	65	39.73	41.72	43.83	46.03	48.38	50.82
66	7,085	7,439	7,816	8,213	8,633	9,065	66	40.72	42.75	44.92	47.20	49.61	52.10
67	7,259	7,627	8,010	8,418	8,843	9,291	67	41.72	43.83	46.03	48.38	50.82	53.40
68	7,439	7,816	8,213	8,633	9,065	9,527	68	42.75	44.92	47.20	49.61	52.10	54.75
69	7,627	8,010	8,418	8,843	9,291	9,760	69	43.83	46.03	48.38	50.82	53.40	56.09
70	7,816	8,213	8,633	9,065	9,527	10,007	70	44.92	47.20	49.61	52.10	54.75	57.51
71	8,010	8,418	8,843	9,291	9,760	10,259	71	46.03	48.38	50.82	53.40	56.09	58.96
72	8,213	8,633	9,065	9,527	10,007	10,511	72	47.20	49.61	52.10	54.75	57.51	60.41
73	8,418	8,843	9,291	9,760	10,259	10,769	73	48.38	50.82	53.40	56.09	58.96	61.89
74	8,633	9,065	9,527	10,007	10,511	11,040	74	49.61	52.10	54.75	57.51	60.41	63.45
75	8,843	9,291	9,760	10,259	10,769	11,311	75	50.82	53.40	56.09	58.96	61.89	65.01

***Hourly rate is derived by dividing monthly rate by 174 hours**

Hourly rates below the \$12.00/per hour minimum wage effective 1/1/19

Longevity Increments (CSEA Article 12.200)

12.210: Beginning with a unit member's eleventh (11th) year of service, the unit member shall receive an additional two (2%) percent of the unit member's monthly salary range and step.

12.220: Beginning with the unit member's sixteenth (16th) year of service, the unit member shall receive an additional three (3%) percent to make a total of five (5%) percent of the unit member's monthly salary range and step.

12.230: Beginning with the unit member's twenty-first (21st) year of service, the unit member shall receive an additional five (5%) percent to make a total of ten (10%) percent of the unit member's monthly salary range and step.

OPTION A

ORANGE UNIFIED SCHOOL DISTRICT
CLASSIFIED "LIFE MEDICAL"
SALARY SCHEDULE
2018 - 2019

5% less than Option B
 2.5% Increase Eff 7/1/18
 BA 5/9/19
 Eff 1/1/19 Min Wage Inc

-1- -2- -3- -4- -5- -6-							-1- -2- -3- -4- -5- -6-						
MONTHLY							HOURLY						
58							59						
1	1,353	1,417	1,495	1,570	1,650	1,729	1	7.77	8.14	8.59	9.02	9.48	9.94
2	1,387	1,456	1,533	1,611	1,688	1,770	2	7.97	8.37	8.81	9.26	9.70	10.17
3	1,419	1,495	1,570	1,650	1,729	1,818	3	8.15	8.59	9.02	9.48	9.94	10.45
4	1,456	1,533	1,611	1,688	1,770	1,861	4	8.37	8.81	9.26	9.70	10.17	10.70
5	1,495	1,570	1,650	1,729	1,818	1,911	5	8.59	9.02	9.48	9.94	10.45	10.98
6	1,533	1,611	1,688	1,770	1,861	1,958	6	8.81	9.26	9.70	10.17	10.70	11.25
7	1,570	1,650	1,729	1,818	1,911	2,009	7	9.02	9.48	9.94	10.45	10.98	11.54
8	1,611	1,688	1,770	1,861	1,958	2,060	8	9.26	9.70	10.17	10.70	11.25	11.84
9	1,650	1,729	1,818	1,911	2,009	2,111	9	9.48	9.94	10.45	10.98	11.54	12.13
10	1,688	1,770	1,861	1,958	2,060	2,160	10	9.70	10.17	10.70	11.25	11.84	12.41
11	1,729	1,817	1,908	2,009	2,104	2,218	11	9.94	10.44	10.96	11.54	12.09	12.75
12	1,770	1,861	1,958	2,060	2,160	2,270	12	10.17	10.70	11.25	11.84	12.41	13.05
13	1,817	1,908	2,009	2,104	2,218	2,324	13	10.44	10.96	11.54	12.09	12.75	13.36
14	1,861	1,958	2,060	2,160	2,270	2,385	14	10.70	11.25	11.84	12.41	13.05	13.71
15	1,908	2,009	2,104	2,218	2,324	2,448	15	10.96	11.54	12.09	12.75	13.36	14.07
16	1,958	2,060	2,160	2,270	2,385	2,501	16	11.25	11.84	12.41	13.05	13.71	14.38
17	2,009	2,104	2,218	2,324	2,448	2,563	17	11.54	12.09	12.75	13.36	14.07	14.73
18	2,060	2,160	2,270	2,385	2,501	2,634	18	11.84	12.41	13.05	13.71	14.38	15.14
19	2,104	2,218	2,324	2,448	2,563	2,696	19	12.09	12.75	13.36	14.07	14.73	15.49
20	2,160	2,270	2,385	2,501	2,634	2,761	20	12.41	13.05	13.71	14.38	15.14	15.87
21	2,218	2,324	2,448	2,563	2,696	2,829	21	12.75	13.36	14.07	14.73	15.49	16.26
22	2,270	2,385	2,501	2,634	2,761	2,904	22	13.05	13.71	14.38	15.14	15.87	16.69
23	2,324	2,448	2,563	2,696	2,829	2,979	23	13.36	14.07	14.73	15.49	16.26	17.12
24	2,385	2,501	2,634	2,761	2,904	3,053	24	13.71	14.38	15.14	15.87	16.69	17.55
25	2,448	2,563	2,696	2,829	2,979	3,130	25	14.07	14.73	15.49	16.26	17.12	17.99
26	2,501	2,634	2,761	2,904	3,053	3,210	26	14.38	15.14	15.87	16.69	17.55	18.45
27	2,563	2,696	2,829	2,979	3,130	3,289	27	14.73	15.49	16.26	17.12	17.99	18.90
28	2,634	2,761	2,904	3,053	3,210	3,371	28	15.14	15.87	16.69	17.55	18.45	19.37
29	2,696	2,829	2,979	3,130	3,289	3,452	29	15.49	16.26	17.12	17.99	18.90	19.84
30	2,761	2,904	3,053	3,210	3,371	3,542	30	15.87	16.69	17.55	18.45	19.37	20.36
31	2,829	2,979	3,130	3,289	3,452	3,629	31	16.26	17.12	17.99	18.90	19.84	20.86
32	2,904	3,053	3,210	3,371	3,542	3,723	32	16.69	17.55	18.45	19.37	20.36	21.39
33	2,979	3,130	3,289	3,452	3,629	3,812	33	17.12	17.99	18.90	19.84	20.86	21.91
34	3,053	3,210	3,371	3,542	3,723	3,911	34	17.55	18.45	19.37	20.36	21.39	22.48
35	3,130	3,289	3,452	3,629	3,812	4,006	35	17.99	18.90	19.84	20.86	21.91	23.03
36	3,210	3,371	3,542	3,723	3,911	4,107	36	18.45	19.37	20.36	21.39	22.48	23.61
37	3,289	3,452	3,629	3,812	4,006	4,206	37	18.90	19.84	20.86	21.91	23.03	24.17
38	3,371	3,542	3,723	3,911	4,107	4,311	38	19.37	20.36	21.39	22.48	23.61	24.78
39	3,452	3,629	3,812	4,006	4,206	4,418	39	19.84	20.86	21.91	23.03	24.17	25.39
40	3,542	3,723	3,911	4,107	4,311	4,528	40	20.36	21.39	22.48	23.61	24.78	26.02

Longevity Increments (CSEA Article 12.200)

12.210: Beginning with a unit member's eleventh (11th) year of service, the unit member shall receive an additional two (2%) percent of the unit member's monthly salary range and step.

12.220: Beginning with the unit member's sixteenth (16th) year of service, the unit member shall receive an additional three (3%) percent to make a total of five (5%) percent of the unit member's monthly salary range and step.

12.230: Beginning with the unit member's twenty-first (21st) year of service, the unit member shall receive an additional five (5%) percent to make a total of ten (10%) percent of the unit member's monthly salary range and step.

OPTION A

ORANGE UNIFIED SCHOOL DISTRICT
CLASSIFIED "LIFE MEDICAL"
SALARY SCHEDULE
2018 - 2019

5% less than Option B
 2.5% Increase Eff 7/1/18
 BA 5/9/19
 Eff 1/1/19 Min Wage Inc

	-1-	-2-	-3-	-4-	-5-	-6-		-1-	-2-	-3-	-4-	-5-	-6-
58	MONTHLY						59	HOURLY					
41	3,629	3,812	4,006	4,206	4,418	4,644	41	20.86	21.91	23.03	24.17	25.39	26.69
42	3,723	3,911	4,107	4,311	4,528	4,765	42	21.39	22.48	23.61	24.78	26.02	27.39
43	3,812	4,006	4,206	4,418	4,644	4,881	43	21.91	23.03	24.17	25.39	26.69	28.05
44	3,911	4,107	4,311	4,528	4,765	5,000	44	22.48	23.61	24.78	26.02	27.39	28.73
45	4,006	4,206	4,418	4,644	4,881	5,124	45	23.03	24.17	25.39	26.69	28.05	29.45
46	4,107	4,311	4,528	4,765	5,000	5,255	46	23.61	24.78	26.02	27.39	28.73	30.20
47	4,206	4,418	4,644	4,881	5,124	5,385	47	24.17	25.39	26.69	28.05	29.45	30.95
48	4,311	4,528	4,765	5,000	5,255	5,523	48	24.78	26.02	27.39	28.73	30.20	31.74
49	4,418	4,644	4,881	5,124	5,385	5,662	49	25.39	26.69	28.05	29.45	30.95	32.54
50	4,528	4,765	5,000	5,255	5,523	5,796	50	26.02	27.39	28.73	30.20	31.74	33.31
51	4,644	4,881	5,124	5,384	5,662	5,950	51	26.69	28.05	29.45	30.94	32.54	34.19
52	4,765	5,000	5,255	5,523	5,796	6,098	52	27.39	28.73	30.20	31.74	33.31	35.05
53	4,881	5,124	5,385	5,662	5,950	6,250	53	28.05	29.45	30.95	32.54	34.19	35.92
54	5,000	5,255	5,523	5,796	6,098	6,409	54	28.73	30.20	31.74	33.31	35.05	36.83
55	5,124	5,385	5,662	5,950	6,250	6,568	55	29.45	30.95	32.54	34.19	35.92	37.75
56	5,255	5,523	5,796	6,098	6,409	6,731	56	30.20	31.74	33.31	35.05	36.83	38.68
57	5,385	5,662	5,950	6,250	6,568	6,896	57	30.95	32.54	34.19	35.92	37.75	39.63
58	5,523	5,796	6,098	6,409	6,731	7,067	58	31.74	33.31	35.05	36.83	38.68	40.62
59	5,662	5,950	6,250	6,568	6,896	7,246	59	32.54	34.19	35.92	37.75	39.63	41.64
60	5,796	6,098	6,409	6,731	7,067	7,425	60	33.31	35.05	36.83	38.68	40.62	42.67
61	5,950	6,250	6,568	6,896	7,246	7,609	61	34.19	35.92	37.75	39.63	41.64	43.73
62	6,098	6,409	6,731	7,067	7,457	7,803	62	35.05	36.83	38.68	40.62	42.86	44.84
63	6,250	6,568	6,896	7,246	7,609	7,997	63	35.92	37.75	39.63	41.64	43.73	45.96
64	6,409	6,731	7,067	7,425	7,803	8,201	64	36.83	38.68	40.62	42.67	44.84	47.13
65	6,568	6,896	7,246	7,609	7,997	8,401	65	37.75	39.63	41.64	43.73	45.96	48.28
66	6,731	7,067	7,425	7,803	8,201	8,612	66	38.68	40.62	42.67	44.84	47.13	49.49
67	6,896	7,246	7,609	7,997	8,401	8,826	67	39.63	41.64	43.73	45.96	48.28	50.73
68	7,067	7,425	7,803	8,201	8,612	9,050	68	40.62	42.67	44.84	47.13	49.49	52.01
69	7,246	7,609	7,997	8,401	8,826	9,272	69	41.64	43.73	45.96	48.28	50.73	53.29
70	7,425	7,803	8,201	8,612	9,050	9,506	70	42.67	44.84	47.13	49.49	52.01	54.63
71	7,609	7,997	8,401	8,826	9,272	9,746	71	43.73	45.96	48.28	50.73	53.29	56.01
72	7,803	8,201	8,612	9,050	9,506	9,986	72	44.84	47.13	49.49	52.01	54.63	57.39
73	7,997	8,401	8,826	9,272	9,746	10,231	73	45.96	48.28	50.73	53.29	56.01	58.80
74	8,201	8,612	9,050	9,506	9,986	10,488	74	47.13	49.49	52.01	54.63	57.39	60.28
75	8,401	8,826	9,272	9,746	10,231	10,746	75	48.28	50.73	53.29	56.01	58.80	61.76

***Hourly rate is derived by dividing monthly rate by 174 hours**

Hourly rates below the \$12.00/per hour minimum wage effective 1/1/19

Longevity Increments (CSEA Article 12.200)

12.210: Beginning with a unit member's eleventh (11th) year of service, the unit member shall receive an additional two (2%) percent of the unit member's monthly salary range and step.

12.220: Beginning with the unit member's sixteenth (16th) year of service, the unit member shall receive an additional three (3%) percent to make a total of five (5%) percent of the unit member's monthly salary range and step.

12.230: Beginning with the unit member's twenty-first (21st) year of service, the unit member shall receive an additional five (5%) percent to make a total of ten (10%) percent of the unit member's monthly salary range and step.

APPENDIX B
ORANGE UNIFIED SCHOOL DISTRICT
Performance Evaluation Classified Personnel

Rater's ID#: _____
Employee's ID#: _____
PC#: _____

NAME: _____
WORK LOCATION: _____

CLASS/PROGRAM: _____
FROM: _____

TO: _____

<input type="checkbox"/> 5 Month Evaluation <input type="checkbox"/> 11 Month Evaluation <input type="checkbox"/> Annual Evaluation	MEETS DISTRICT STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
1. QUANTITY OF WORK			
a. Amount of work performed			
b. Completion of work on schedule			
2. QUALITY OF WORK			
a. Accuracy			
b. Neatness of work product			
c. Thoroughness			
d. Oral expression			
e. Written expression			
3. WORK HABITS			
a. Observance of work hours			
b. Attendance			
c. Observance of rules/regulations			
d. Compliance with work instructions			
e. Orderliness or work			
f. Application of duties			
4. PERSONAL RELATIONS			
a. Getting along with peers			
b. Meeting and handling the public			
c. Personal appearance			
d. Attitude			
5. ADAPTABILITY			
a. Performance in new situations			
b. Performance in emergencies			
c. Performance with minimum instruction			
6. BASIC SKILLS (when applicable)			
a. Reading			
b. Computation			
c. Spelling			
d. Job understanding			
e. Rapport with students			

OVERALL PERFORMANCE SUMMARY

☐ MEETS DISTRICT STANDARDS

☐ NEEDS IMPROVEMENT

☐ UNSATISFACTORY

If employee is probationary, it is recommended this employee be granted permanent status:

☐ Yes ☐ No

Comments: _____

EMPLOYEE STATEMENT: *I acknowledge that I have seen the above evaluation and have discussed it. I understand that my signature does not necessarily mean that I agree with this evaluation but that I acknowledge receipt of a copy.*

☐ Agree ☐ Disagree

Employee's Signature

Date

Rater's Signature and Title

Date

Reviewer's Signature and Title

Date

EMPLOYEE'S COMMENTS: _____

Distribution of Copies: Personnel Evaluator Employee

APPENDIX C
ORANGE UNIFIED SCHOOL DISTRICT
Performance Evaluation Child Development Services Personnel

Rater's ID#:
Employee's ID#:
PC#:

NAME:
WORK LOCATION:

POSITION:
FROM:

TO:

<input type="checkbox"/> 5 Month Evaluation <input type="checkbox"/> 11 Month Evaluation <input type="checkbox"/> Annual Evaluation	MEETS DISTRICT STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
1. QUALITY OF WORK			
a. Accuracy			
b. Neatness of work product			
c. Oral expression			
d. Written expression			
e. Completion of work on schedule			
2. CLASSROOM MANAGEMENT (when applicable)			
a. Shows knowledge & understanding of children's ability & needs			
b. Uses appropriate behavior management techniques			
c. Observes & records significant behavior of children			
d. Interacts appropriately with children			
e. Provides an appropriate environment for children			
f. Plans & implements appropriate curriculum on a daily basis			
g. Maintains an orderly room & equipment			
h. Uses good judgment in ordering materials			
3. WORK HABITS			
a. Observance of work hours			
b. Attendance			
c. Observance of rules & regulations			
d. Attends & participates in staff meetings			
e. Flexible			
f. Initiative			
g. Field trip performance			
4. PERSONAL RELATIONS			
a. Getting along with peers			
b. Personal appearance			
c. Attitude			
5. ADAPTABILITY			
a. Performance in a new situation			
b. Performance in emergencies			
c. Performance with minimum instruction			
d. Job understanding			
e. Rapport with students			
6. BASIC SKILLS			
a. Reading			
b. Computation			
c. Spelling			
d. Job understanding			

OVERALL PERFORMANCE SUMMARY

☐ MEETS DISTRICT STANDARDS ☐ NEEDS IMPROVEMENT ☐ UNSATISFACTORY
If employee is probationary, it is recommended this employee be granted permanent status: ☐ Yes ☐ No

Comments:

EMPLOYEE STATEMENT: *I acknowledge that I have seen the above evaluation and have discussed it. I understand that my signature does not necessarily mean that I agree with this evaluation but that I acknowledge receipt of a copy.*

☐ Agree ☐ Disagree

Employee's Signature

Date

Rater's Signature and Title

Date

Reviewer's Signature and Title

Date

EMPLOYEE'S COMMENTS: _____

Distribution of Copies: _____ Personnel _____ Evaluator _____ Employee

APPENDIX D

ORANGE UNIFIED CHILD DEVELOPMENT SERVICES
SCHOOL AGE CARE PROGRAM
BIDDING ASSIGNMENT FORM

NAME: _____ DATE: _____

POSITION: _____

I HAVE BID FOR: () _____ SITE

() ITINERATE () VARIED HOURS

MY BID HOURS ARE: _____ A.M./P.M. TO _____ A.M./P.M.

☐ I AM AVAILABLE TO WORK EXTRA HOURS: _____

WINTER CAMP	(T)	FALL CAMP	(S)	SPRING CAMP	(S)
SPRING CAMP	(T)	WINTER CAMP	(S)	SUMMER CAMP	(S)
SUMMER CAMP	(T)				



SIGNATURE _____

Office Use

WHITE – OFFICE

YELLOW – EMPLOYEE COPY

rev.7/2008

APPENDIX E

**ORANGE UNIFIED SCHOOL DISTRICT
SICK LEAVE BANK
IRREVOCABLE DEPOSIT**

This deposit to the District's Classified Sick Leave Bank for classified employees is made pursuant to the provisions of Article 6.1200 of the Collective Bargaining Agreement.

I hereby irrevocably deposit to the District's Classified Sick Leave Bank.

_____ DAYS OF MY ACCUMULATED SICK LEAVE

_____ DAYS OF MY ACCUMULATED VACATION TIME

I understand that the aforementioned number of days of paid sick leave/vacation time will be deducted from my accrued sick leave and/or vacation. No classified employee may donate sick leave days which are more than 50% in excess of ten (10) days of earned sick leave.

Dated this _____ day of _____ 20_____

Name (Please Print)

Employee ID#

Signature

Do Not Write Below This Line.

☐

APPROVED

☐

DISAPPROVED

COMMENTS: _____

SIGNATURE: _____ DATE: _____

Director, Human Resources

APPENDIX F

ORANGE UNIFIED SCHOOL DISTRICT

CLASSIFIED SICK LEAVE BANK

REQUEST FOR WITHDRAWAL

Pursuant to the provisions of Section 6.1200 of the OUSD/CSEA Collective Bargaining Agreement, I request a maximum of _____ sick leave days drawn from the bank to be deposited to my sick leave account. I understand that days requested but not utilized will be returned to the bank. I also understand that a physician's verification of the catastrophic illness/injury and estimated date of return must be attached to this form.

Name: _____
(Print)

Signature: _____

Date: _____

Do Not Write Below This Line

APPROVED BY:

Sick Leave Bank Committee Date

Sick Leave Bank Committee Date

Sick Leave Bank Committee Date

Sick Leave Bank Committee Date

Rev. 1/00

Humanres/forms/sick leave withdrawl

APPENDIX G

SAFETY CONDITION REPORT Orange Unified School District

Name: _____ Work Location _____

Position Title: _____

(1) State exact location of possible unsafe or hazardous condition: _____

(2) Describe the possible unsafe or hazardous condition; be specific: _____

(3) Suggest methods that would correct above stated condition: _____

Employee Signature: _____ Date: _____

(4) Date received by Immediate Supervisor: _____

(5) Response of Immediate Supervisor: _____

Signature of Supervisor: _____ Date: _____

Signature of Employee: _____ Date: _____

CSEA Agreement Reference: Article 7

Copies: Insurance Office
Supervisor
Employee

ORANGE UNIFIED SCHOOL DISTRICT
TUITION REIMBURSEMENT PROGRAM APPLICATION FOR CLASSIFIED EMPLOYEES
APPENDIX H

INSTRUCTIONS:

Prior to the first class meeting:

1. Complete Section 1 of the form. Type or print neatly.
2. Forward the application to Human Resources for recording program participation.
3. The Human Resources Director will approve or disapprove the application (Section 2), and return the application to the employee.

After completion of the course:

4. Within sixty (60) days of completion of the course, the employee submits his/her copy of the grade(s) received and appropriate receipts.
5. Human Resources verifies eligibility (Section 3), computes the amount of allowable reimbursement and forwards application form to reimburse the employee for the approved amount.

1. TO BE COMPLETED BY THE EMPLOYEE PRIOR TO THE FIRST CLASS MEETING:

Name: _____ Classification/Job Title: _____ (last) (first) (MI)		
School Site/Location: _____		Date: _____
Course Title: _____	Course No.: _____	Units: _____
Course Title: _____	Course No.: _____	Units: _____
Name of School: _____		Tuition Cost: _____
Start Date: _____		Completion Date: _____
Please state how your completion of this course will benefit the district: 		
This application is submitted in accordance with the provisions for tuition reimbursement contained in the OUSD Classified Employees Collective Bargaining Agreement and policies regarding participation of employees in a District-paid Tuition Reimbursement Program. My enrollment is voluntary. Time spent taking the course(s) will not be considered as time worked for the District.		
Employee Signature: _____		Date: _____

2. TO BE COMPLETED BY HUMAN RESOURCES PRIOR TO FIRST CLASS MEETING:

Date: _____	_____ Approved _____ Disapproved
<u>If not approved by Human Resources Director, reason for disapproval:</u> 	
Director, Human Resources Signature: _____	

3. TO BE COMPLETED BY HUMAN RESOURCES AFTER SUBMISSION OF REQUIRED DOCUMENTATION (AFTER THE COURSE):

Tuition Reimbursement:	\$ _____
Less previous payment received in fiscal year, if applicable:	\$ _____
Amount claimed for current reimbursement:	\$ _____
TOTAL:	\$ _____

Verified by: _____ Date: _____ Initials: _____

APPENDIX I
ORANGE UNIFIED SCHOOL DISTRICT

Name of Grievant

Grievance Number

Position of Grievant in District

Work Location of Grievant

General Directions: Each section of this form is to be completed by the appropriate person. If additional space is needed, or if pertinent documents are to be considered as part of the grievance, attachments to this form should be made. Each party is responsible for making and keeping photostatic copies of this document which is to be considered as original.

LEVEL I

(1) Provision(s) of Agreement in Dispute: _____

(2) Statement of Grievance: _____

(3) Remedy Sought: _____

Signature of Grievant

Date of Filing of Grievance

(4) _____
Date Received by Immediate Supervisor

Date Conference Held (if any)

(5) Response of Immediate Supervisor: _____

Signature of Supervisor

Date of Response

Signature of Grievant

Date of Receipt of Level I Response

LEVEL II

(1) _____
Signature of Grievant Signifying
Appeal of Level I Decision

Date of Submission of Appeal

(2) _____
Date Received by Superintendent or
Designee

Date Conference Held (if any)